

AGENDA
GRANVILLE COUNTY BOARD OF COMMISSIONERS

Monday, April 15, 2024



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

Consent Agenda

1. Budget Amendment #9 for Fiscal Year 2023-2024 (p. 3)
2. Project Ordinance Amendment #2 - Triangle North Water and Sewer Project (p. 8)
3. Surplus Vehicles (p. 10)
4. Tax Refunds, Releases & Write-offs (p. 12)
5. County Employee Spring NCDOT Sponsored Litter Sweep (p. 35)
6. National Animal Therapy Day Proclamation (p. 36)
7. Minutes (p. 38)

Introductions, Recognitions and Presentations

8. Introduction of Grant Writer Jamie Oxendine (p. 53)
9. Child Abuse Prevention Month Proclamation (p. 54)
10. Senior Services Advisory Board Update (p. 56)

Public Comments

11. Public Comments (p. 61)

Finance Matters

12. Approval of Final Resolution for Financing for North Granville Senior Center (p. 62)

Emergency Communications Matters

13. Bi-Comm Tower Lease (p. 117)

Tax Matters

14. Adoption of Neighborhood Adjustment Factors (p. 129)

Project Management

15. Triangle North Granville Business Park - Water Service Infrastructure (p. 139)

Appointments

16. Granville County Board of Adjustment (p. 158)

County Manager's Report

17. County Manager's Report (p. 159)

County Attorney's Report

18. County Attorney's Report (p. 160)

Presentations by County Board Members

19. Presentations by County Board Members (p. 161)

Any Other Matters

20. Any Other Matters (p. 162)

Closed Session

21. Closed Session as allowed by G.S. 143-318.11(a)(4)- Economic Development (p. 163)



Granville County

Finance

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

To: Board of Commissioners
From: Steve McNally
Department: Finance
Date: April 15, 2024
Title: Budget Amendment #9 for Fiscal Year 2023-2024

PURPOSE:

To consider approval of Budget Amendment #9 for fiscal year 2023-2024.

BACKGROUND:

This budget amendment includes an overall increase of \$2,126,125 to the General Fund budget: This increase includes two separate transfers of \$1,000,000 each from the General Fund balance to the Triangle North Water and Sewer project. The first \$1,000,000 is a transfer of funds from an NC Treasury grant received by the County in March 2024 specified for this project; the second \$1,000,000 is to designate the use of General Fund Balance that was previously assigned to be used for the extension of New Commerce Road (Law Enforcement Center). An additional \$100,000 of fund balance previously committed to Tax Revaluation will be used for the completion of the FY 2024 revaluation. These three items (totaling \$2,100,000) are from either assigned or committed portions of fund balance; therefore, their use does not impact unassigned fund balance.

Furthermore, \$86,666 was received from the Department of Commerce as part of the D'Artagnan Building Use Grant award. (Since the disbursement of these funds is already budgeted, the offset of receiving these funds is a reduction in the fund balance appropriation.) This is also the case for \$7,059 in Library grants. Additionally, \$40,000 will be reduced in the appropriation in fund balance because of a correction in funding for grant writer shared services.

Emergency Management recognized \$23,125 from their annual receipt of DPS Emergency Management Grant funds.

Finally, \$30,000 is being transferred from the Convenience Site Fund to the Landfill Fund to fund unexpected pump costs.

RECOMMENDATION:

The Finance Director and County Manager recommend approval of Budget Amendment #9

ATTACHMENTS:

BA #9 - Detail
BA #9 -Summary

ACTION TAKEN:

BUDGET AMENDMENT #9

April 15, 2024

SUMMARY

GENERAL FUND	INTER-FUNCTION TRANSFER		SOURCE OF FUNDS					
			Appropriated	+	Restricted &	+	Inter-Fund	= Net
General Government	\$0	\$0	(\$40,000)		\$40,000			\$0
Public Safety	\$0	\$0	\$0		\$23,125			\$23,125
Community Services	\$0	\$0	(\$93,725)		\$96,725			\$3,000
Human Services	\$0	\$0	\$0		\$0			\$0
Pass Through	\$0	\$0	\$0		\$0			\$0
Non-Dept	\$0	\$0	\$100,000		\$0			\$100,000
Transfers to Other Funds	\$0	\$0	\$2,000,000		\$0			\$2,000,000
Total	\$0	\$0	\$1,966,275		\$159,850		\$0	\$2,126,125

OTHER FUNDS	INTRA-FUND TRANSFER		SOURCE OF FUNDS					
	From	To	Appropriated Fund Balance	+	Restricted & Intergov't Rev	+	Inter-Fund Transfers	= Net Change
CONVENIENCE SITES								
Operations	\$30,000	\$30,000						
LANDFILL							\$30,000	\$30,000
TOTAL - ALL FUNDS	\$30,000	\$30,000	\$1,966,275		\$159,850		\$30,000	\$2,156,125

This budget amendment includes an overall increase of \$2,126,125 to the General Fund budget:

This increase includes two separate transfers of \$1,000,000 each from the General Fund balance to the Triangle North Water and Sewer project. The first \$1,000,000 is a transfer of funds from an NC Treasury grant received by the County in March 2024 specified for this project; the second \$1,000,000 is to designate the use of General Fund Balance that was previously assigned to be used for the extension of New Commerce Road (Law Enforcement Center). An additional \$100,000 of fund balance previously committed to Tax Revaluation will be used for the completion of the FY 2024 revaluation. These three items (totaling \$2,100,000) are from either assigned or committed portions of fund balance; therefore, their use does not impact unassigned fund balance.

Furthermore, \$86,666 was received from the Department of Commerce as part of the D'Artagnan Building Use Grant award. (Since the disbursement of these funds is already budgeted, the offset of receiving these funds is a reduction in the fund balance appropriation.) This is also the case for \$7,059 in Library grants. Additionally, \$40,000 will be reduced in the appropriation in fund balance because of a correction in funding for grant writer shared services.

Emergency Management recognized \$23,125 from their annual receipt of DPS Emergency Management Grant funds.

Finally, \$30,000 is being transferred from the Convenience Site fund to the Landfill fund to fund unexpected pump costs.

BUDGET AMENDMENT #9
April 15, 2024
Legal Document

Be it ordained, the FY 2023-2024 Annual Budget Ordinance is hereby amended as follows:

GENERAL FUND

Expenditures	Increase	Decrease	Total
Public Safety			\$ 23,125
Emergency Management	\$20,625		
Animal Control	\$2,500		
Community Services			\$ 3,000
Cooperative Extension Service	\$3,000		
Area Projects and Other Appropriations			\$ 100,000
Non-Departmental	\$100,000		
Contributions to Other Funds & Contingencies.		>.>.	\$ 2,000,000
Contributions & Transfers	\$2,000,000		
Total Expenditures			\$ 2,126,125

Revenues			
Restricted and Intergovernmental	159,850		
Appropriated Fund Balance	\$1,966,275		
Total Revenues			\$ 2,126,125

CONVENIENCE SITE FUND

Expenditures	Increase	Decrease	Total
Landfill Operations	\$0		
Total Expenditures			\$ -
Revenues			
Collection Fees	\$0		
Total Revenues			\$ -

LANDFILL FUND

Expenditures	Increase	Decrease	Total
Operations	30,000		
Total Expenditures			\$ 30,000
Revenues			
Transfer	30,000		
Total Revenues			\$ 30,000

BUDGET AMENDMENT #9
Detail [For Reference Only]

				Amendment	Budget Balance After Amendment
General Government					
Administration					
Revenues: Increase/ (Decrease)					
10	3839	896	Reimburse Grant Writier Creedmoor	\$40,000	\$0
10	3990	991	Appropriated Fund Balance	(\$40,000)	\$4,892,006

Description: Reverse payment for Creedmoor grant writer. Initial amendment was inadvertently created to pay City of Creedmoor for shared use of a grant writer, when in fact Creedmoor will pay for the services of a grant writer employed by Granville County.

Public Safety

Emergency Management

Expenditures: Increase/ (Decrease)					
10	3327	329	Emer. Mgmt Grant CFDA 97.042	\$20,625	\$20,625
10	4330	602	E.M.Supplimental Fund	\$20,625	\$133,388

Description: Recognize annual allocation of Emerg. Management Grant from DPS.

Animal Control

Revenue: Increase/ (Decrease)					
10	3438	871	Second Chance for Adoptions	\$2,500	\$2,500
Expenditures: Increase/ (Decrease)					
10	4380	265	Operatiional Supplies	\$2,500	\$46,500

Description: Recognition of receipt of Second Chance for Adoptions grant.

Community Services

Economic Development

Revenues: Increase/ (Decrease)					
10	3990	991	Appropriated Fund Balance	(\$86,666)	\$4,805,340
10	3327	360	Building Reuse Grant	\$86,666	\$586,666

Description: To recognize receipt of Building Reuse Grant for Project Pizza (D'Artagnan). Grant was awarded in FY 2022.

Cooperative Extention

Expenditures: Increase/ (Decrease)					
10	4950	234	Special Function/ Programs	\$3,000	\$5,000
Revenues: Increase/ (Decrease)					
10	3833	848	Cooperative Ext. Function	\$3,000	\$5,000

Description: To recognize Cooperative Extention revenue and apply funds to agricultural program expenditures.

Library

Revenues: Increase/ (Decrease)					
10	3327	323	NC-27-70 Food Literacy Award	\$1,560	\$1,560
10	3327	324	ECF USAF Refund - Library	\$5,499	\$5,499
10	3990	991	Appropriated Fund Balance	(\$7,059)	\$4,798,281

Description: Recognize receipt of various Library grants . Since expenditures are already budgeted, offset is the appropriation of fund balance.

BUDGET AMENDMENT #9
Detail [For Reference Only]

				Amendment	Budget Balance After Amendment
Contributions to Other Funds					
Expenditures: Increase/ (Decrease)					
10	9800	033	Transfer to Triangle North	\$1,000,000	\$6,100,000
Revenues: Increase/ (Decrease)					
10	3990	991	Appropriated Fund Balance	\$1,000,000	\$5,798,281

Description: Transfer of \$1,000,000 grant from NC Treasury received in March 2024 for Triangle North Water & Sewer development to the Triangle North Capital Project fund. No effect on unassigned fund balance.

Expenditures: Increase/ (Decrease)					
10	9800	033	Transfer to Triangle North	\$1,000,000	\$7,100,000
Revenues: Increase/ (Decrease)					
10	3990	991	Appropriated Fund Balance	\$1,000,000	\$6,798,281

Description: Use of funds previously assigned for the development of New Commerce Drive to be transferred to the Triangle North Project fund to pay bond for road development to meet NC DOT standards. Since this use of previously assigned funds, no effect on unassigned fund balance. This will bring the net cash balance in the fund to \$7,000,000, in light of the fact that \$100,000 was transferred from the fund to General Fund to pay KTREDC legal fees.

Non-Departmental

Expenditures: Increase/ (Decrease)					
10	8540	125	Revaluation Reserve	\$100,000	\$650,000
Revenues: Increase/ (Decrease)					
10	3990	991	Appropriated Fund Balance	\$100,000	\$6,898,281

Description: Use of funds committed for Tax Revaluation to pay Pearson's Appraisal retainage plus other revaluation expenditures for the balance of the year. Because this is using committed funds, no effect on unassigned fund balance.

Convenience Sites Fund

Expenditures: Increase/ (Decrease)					
59	4710	511	Site Remodeling	(\$30,000)	\$20,000
59	4710	960	Transfer to Landfill Fund	\$30,000	\$30,000

Description: To transfer funds from the Convenience Site fund to the Landfill fund to cover unexpected pump costs.

Landfill Fund

Expenditures: Increase/ (Decrease)					
60	4725	199	Profesional Services	\$30,000	\$225,000
Revenues: Increase/ (Decrease)					
60	3981	059	Transfer From Conv. Sites	\$30,000	\$30,000

Description: Receipt of funds from the Convenience Site fund to cover unexpected pump costs.



Granville County

Finance

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

To: Board of Commissioners
From: Steve McNally
Department: Finance
Date: April 15, 2024
Title: **Project Ordinance Amendment #2 - Triangle North Water and Sewer Project**

PURPOSE:

To recognize additional funding available to the Triangle North Water and Sewer project.

BACKGROUND:

This project ordinance budget amendment includes two separate transfers of \$1,000,000 - each from the General Fund balance to the Triangle North Water and Sewer project. The first \$1,000,000 is a transfer of funds from an NC Treasury grant received by the County in March 2024 specified for this project; the second \$1,000,000 uses funds previously assigned for the development of New Commerce Drive to be transferred to the Triangle North Project fund to pay the bond for road development to meet NC DOT standards. Since this is use of previously assigned funds, there is no effect on unassigned fund balance.

This will bring the net cash balance in the fund to \$7,000,000, since \$100,000 was transferred from this fund to the General Fund to pay KTREDC legal fees.

RECOMMENDATION:

The Finance Director and County Manager recommend approval of the project ordinance budget amendment

ATTACHMENTS:

Triangle North Water & Sewer Project - Budget Amendment #2

ACTION TAKEN:

**Project Ordinance Budget Amendment
Triangle North - Water and Sewer
Budget Amendment #2 (1nd during Fiscal Year 2024)**

**April 15, 2024
LEGAL DOCUMENT**

Be it ordained, the FY 2023-2024 School Facility and HVAC Repair Project Budget Ordinance is hereby amended as follows:

Expenditures	Increase	Decrease	Total
Triangle North - Water and Sewer	2,000,000		\$ 2,000,000
		Total Expenditures	\$ 2,000,000
Revenues			
Transfer from General Fund	2,000,000		\$ 2,000,000
		Total Revenues	\$ 2,000,000

**Triangle North - Water and Sewer
April 15, 2024
DETAIL [For Reference Only]**

Description	Amendment	Balance after Amendment
Expenditures: Increase/(Decrease)		
#1 33 4000 000 Triangle North - Water and Sewer	\$1,000,000	\$6,100,000
#2 33 4000 000 Triangle North - Water and Sewer	\$1,000,000	\$7,100,000
Revenue: Increase/(Decrease)		
33 3990 010 Transfer from General Fund	\$2,000,000	\$7,100,000

#1 Description: Transfer of \$1,000,000 grant from NC Treasury received in March 2024 for Triangle North Water & Sewer development to the Triangle North Capital Project fund. No effect on unassigned fund balance.

#2 Description: Use of \$1,000,000 previously assigned for the development of New Commerce Drive to be transferred to the Triangle North Project fund to pay bond for road development to meet NC DOT standards. Since this is a use of previously assigned funds, no effect on unassigned fund balance.

INTRA-FUND TRANSFER		SOURCE OF FUNDS			
From	To	Approp. Fund Balance	+ Intergov't Rev	+ Transfers From GF	= Change
				2000000	2000000
Total	0 0	0	0	2000000	2000000

This project ordinance budget amendment includes two separate transfers of \$1,000,000 - each from the General Fund balance to the Triangle North Water and Sewer project. The first \$1,000,000 is a transfer of funds from an NC Treasury grant received by the County in March 2024 specified for this project; the second \$1,000,000 is to designate the use of General Fund Balance that was previously assigned for the extension of New Commerce Road (Law Enforcement Center).



Granville County Finance

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

To: Board of Commissioners
From: Steve McNally
Department: Finance
Date: April 15, 2024
Title: **Surplus Vehicles**

PURPOSE:

To consider declaring vehicles as surplus to be sold via online auction platform or by Enterprise Fleet Management (E.F.M.), if E.F.M. chooses to accept the vehicle(s) for sale.

BACKGROUND:

North Carolina General Statute § 160A-266 requires the Board of Commissioners to formally declare items surplus prior to the sale. Per Granville County's surplus procedures, all vehicles must be approved for sale or transfer by the Granville County Board of Commissioners prior to their sale or transfer.

The vehicles listed below have been replaced with Enterprise Fleet Management (E.F.M.) leased vehicles during the fiscal year. Once declared surplus, the vehicles will either be put on GovDeals for auction or E.F.M. will attempt to sell them.

VIN	Year	Department	Make	Model	Mileage	Condition
3668	2011	IT	Jeep	Liberty	100,000+	Poor-electronic and mechanical issues
CK 20906	2013	Emergency Management	Chevy	Silverado	100,000+	Used
CK 15703	2006	Emergency Management	Chevy	Silverado	100,000+	Used
4259	2017	Emergency Management	Chevy	Silverado 2500 HD	100,000+	Used
4833	2008	Facility Maintenance	Ford	F-150	100,000+	Poor
8160	2008	Facility Maintenance	Chevy	Silverado	100,000+	Poor
2431	2013	Facility Maintenance	Ford	F-150	100,000+	Poor
8511	2012	Cooperative Extension	Dodge	Caravan	100,000+	Poor

RECOMMENDATION:

The Finance Director, Management Analyst, Internal Auditor, and County Manager recommend these vehicles as surplus and sale via online auction platform or by Enterprise Fleet Management if EFM chooses to accept the vehicles for sale.

ACTION TAKEN:



Granville County Tax Administration

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

To: Board of Commissioners
From: Tamonica Thorpe
Department: Tax Administration
Date: April 15, 2024
Title: Tax Refunds, Releases & Write-offs

PURPOSE:

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

BACKGROUND:

- Tax refunds are governed by N.C.G.S. 105-381 and is generated when a Granville County property owner has for some reason paid more property tax than is actually due for a given tax year.
- A tax release is governed by N.C.G.S 105-381 and is usually generated when a property was billed on incorrect parcel, personal property now listed in another county, or clerical error.
- A tax write-off occurs when a bill is generated that is less than \$2.00. According to the resolution adopted May 1, 2003, the Board of Commissioners authorized the Tax Collector to write off the collection for all taxes which do not exceed \$2.00.

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

Refunds	March 21, 2024 – April 3, 2024:	\$6,287.08
Releases	March 21, 2024 – April 3, 2024:	\$ 280.10
Write-offs (\$2 and less)	March 21, 2024 – April 3, 2024:	\$ 12.78

Refunds for taxpayer overpayments \$6.60
Refunds for bank attachment overpayments \$1,842.17
Refunds for garnishment overpayment \$4,438.31

Releases for property discovered in error \$280.10

RECOMMENDATION:

The Tax Administrator, Jenny Short recommends approval of tax refunds \$6,287.08, releases \$280.10 and write-offs \$12.78 for March 21, 2024, through April 3, 2024.

ATTACHMENTS:

Detailed Refund Report
Detailed Release Report
Detailed Write-off Report

ACTION TAKEN:

RUN DATE: 4/4/2024 9:38 AM

GRANVILLE COUNTY REFUND REPORT

PARAMETERS SELECTED FOR ACTIVITY REFUND REPORT:

TRANSACTION DATE RANGE: 03/21/2024 12:00:00 AM - 04/03/2024 12:00:00 AM

PAYMENT DATE RANGE:

USER/OPERATOR:

TAX DISTRICT(S):

BILL YEAR RANGE:

BILL# RANGE:

BILL TYPE: Both

SORT BY: Transaction Date

RELEASE NUMBER ONLY:No

PAYMENT TYPE: ,ACH - ACH,Card - Credit Card,Cash -
Cash,Check - Check,DSO - DSO,EPA - EPA,MOrder - Money
Order,OPM - OPM,PPAY - PPAY,WEB - WEB

RUN DATE: 4/4/2024 9:38 AM

GRANVILLE COUNTY REFUND REPORT

NAME	BILL NUMBER	PAYMENT TYPE	AMOUNT	OPER	DATE TIME
87210201 KARNS KENNETH S KARNS SUSAN L 3518B E THOLLIE GREEN RD STEM, NC 27581-9436	2023-202120	PERSONAL PROPERTY	3.36	KCR	3/21/2024 10:38:00 AM
BA-SECU-KENNETH & SUSAN KARNS REFUND RECIPIENT: KENNETH KARNS SUSAN KARNS BANK ATTACHMENT OVERPAYMENT 3518B E THOLLIE GREEN RD STEM NC 27581					
87907301 HARRIS PATRICK 206 LEE ST OXFORD, NC 27565	2023-10792	RP: 192313049651	83.00	CTH	3/21/2024 10:48:24 AM
CLASSIC HENDERSON REFUND RECIPIENT: PATRICK R HARRIS GARNISHMENT OVERPAYMENT 206 LEE ST OXFORD NC 27565					
25481301 KOSHADA ROBERT A KOSHADA BRENDA C 3051 HESTER ROAD CREEDMOOR, NC 27522	2023-35687	PERSONAL PROPERTY	216.27	TYRELL	3/21/2024 10:56:49 AM
LIGGETT VECTOR BRANDS LLC REFUND RECIPIENT: ROBERT KOSHADA GARNISHMENT OVERPAYMENT 3051 HESTER ROAD creedmoor NC 27522					
63188201 CROWDER PATRICK DAVID 5057 RANGE RD OXFORD, NC 27565	2023-201487	PERSONAL PROPERTY	171.69	CTH	3/21/2024 10:57:49 AM
ARDAGH GLASS INC REFUND RECIPIENT: PATRICK D CROWDER GARNISHMENT OVERPAYMENT 104 W FAIRVIEW DR OXFORD NC 27565					
39898201 WILKINS LOWELL T 4581 HWY 96	2023-202281	PERSONAL PROPERTY	64.71	KCR	3/22/2024 10:26:32 AM

RUN DATE: 4/4/2024 9:38 AM

GRANVILLE COUNTY REFUND REPORT

NAME	BILL NUMBER	PAYMENT TYPE	AMOUNT	OPER	DATE	TIME
OXFORD, NC 27565		FIRST NATIONAL BANK ATTACHMENT/ LOWELL T WILKINS REFUND RECIPIENT: LOWELL T WILKINS BANK ATTACHMENT OVERPAYMENT 4581 HWY 96 OXFORD NC 27565				
34348301	2023-1554	RP: 191800135449	206.16	CTH	3/22/2024	10:40:59 AM
FOWLER JOHN L JR FOWLER TINA R 8069 HERMAN WILKERSON ROAD						
OXFORD, NC 27565		CAROLINA SUNROCK LLC REFUND RECIPIENT: JOHN L FOWLER JR GARNISHMENT OVERPAYMENT 8069 HERMAN WILKERSON ROAD OXFORD NC 27565				
11819301	2023-21775	RP: 190604531892 LH	3.24	TYRELL	3/22/2024	10:58:37 AM
HICKS JOHN HICKS SONDR 7088 CORNWALL ROAD						
OXFORD, NC 27565		TRUIST BANK - BANK ATTACHMENT - SONDR AND JOHN HICKS REFUND RECIPIENT: SONDR HICKS JOHN HICKS BANK ATTACHMENT OVERPAYMENT 7088 CORNWALL RD OXFORD NC 27565				
11819301	2023-21775	RP: 190604531892 LH	448.79	TYRELL	3/22/2024	11:02:07 AM
HICKS JOHN HICKS SONDR 7088 CORNWALL ROAD						
OXFORD, NC 27565		PNC BANK - BANK ATTACHMENT- SONDR HICKS REFUND RECIPIENT: SONDR HICKS BANK ATTACHMENT OVERPAYMENT 7088 CORNWALL RD OXFORD NC 27565				
64152302	2023-25708	RP: 087717104676	30.87	KCR	3/25/2024	10:49:43 AM
MCCLURE MACK MCCLURE TAMMY C/O RICHARD CRADDOCK 3594 W THOLLIE GREEN RD STEM, NC 27581-9594						
4745302	2023-23183	TRUIST REFUND RECIPIENT: TAMMY MCCLURE GARNISHMENT OVERPAYMENT 3594 W THOLLIE GREEN RD STEM NC 27581 RP: 193901383305	48.32	TYRELL	3/25/2024	11:52:19 AM

RUN DATE: 4/4/2024 9:38 AM

GRANVILLE COUNTY REFUND REPORT

NAME	BILL NUMBER	PAYMENT TYPE	AMOUNT	OPER	DATE TIME
CAPPS WILLIAM DALE CAPPS WANDA M P O BOX 3 BULLOCK, NC 27507		CAROLINA SUNROCK LLC REFUND RECIPIENT: WILLIAM CAPPS GARNISHMENT OVERPAYMENT PO BOX 3 BULLOCK NC 27507			
4745302	2023-23183	RP: 193901383305	25.72	TYRELL	3/25/2024 11:55:37 AM
CAPPS WILLIAM DALE CAPPS WANDA M P O BOX 3 BULLOCK, NC 27507		CAROLINA SUNROCK LLC REFUND RECIPIENT: WILLIAM D CAPPS GARNISHMENT OVERPAYMENT PO BOX 3 BULLOCK NC 27507			
34348301	2023-1554	RP: 191800135449	206.16	TYRELL	3/25/2024 11:59:02 AM
FOWLER JOHN L JR FOWLER TINA R 8069 HERMAN WILKERSON ROAD OXFORD, NC 27565		CAROLINA SUNROCK LLC REFUND RECIPIENT: JOHN L FOWLER GARNISHMENT OVERPAYMENT 8069 HERMAN WILKERSON ROAD OXFORD NC 27565			
83473201	2023-37397	PERSONAL PROPERTY	38.97	KCR	3/25/2024 12:13:34 PM
JONES LAUREN GLASS 655 LAKEVIEW DR STEM, NC 27581-9327		UNC HEALTH CARE SYSTEM REFUND RECIPIENT: LAUREN JONES GARNISHMENT OVERPAYMENT 655 LAKEVIEW DR STEM NC 27581			

RUN DATE: 4/4/2024 9:38 AM

GRANVILLE COUNTY REFUND REPORT

NAME	BILL NUMBER	PAYMENT TYPE	AMOUNT	OPER	DATE	TIME
1883 GREEN ANDREW B	2023-201765	PERSONAL PROPERTY	1.22	CTH	3/25/2024	12:17:00 PM
614 QUAIL CT CREEDMOOR, NC 27522		ABG HAULING LLC REFUND RECIPIENT: ANDREW B GREEN GRANISHMENT OVERPAYMENT 614 QUAIL CT creedmoor NC 27522				
64541201 GRISSOM BRADLEY GRAY	2023-201817	PERSONAL PROPERTY	383.17	CTH	3/25/2024	12:31:47 PM
4774 MORIAH RD ROUGEMONT, NC 27572		CITY OF DURHAM REFUND RECIPIENT: BRADLEY GRISSOM MAIL GARNISHMENT OVERPAYMENT 614 QUAIL CT ROUGEMONT NC 27572				** VOIDED **
1853 FITE ANDREW TODD	2023-201595	PERSONAL PROPERTY	74.48	TYRELL	3/25/2024	1:07:17 PM
1710 FLINT CT CREEDMOOR, NC 27522		CAROLINA SUNROCK LLC REFUND RECIPIENT: ANDREW FITE GARNISHMENT OVERPAYMENT 1710 FLINT CT Creedmoor NC 27522				
2296 REAVES DARRELL	2023-203157	PERSONAL PROPERTY	14.20	TYRELL	3/25/2024	1:09:36 PM
1622 POPE RD CREEDMOOR, NC 27522-8797		CAROLINA SUNROCK LLC REFUND RECIPIENT: DARRYLL REAVES GARNISHMENT OVERPAYMENT 1622 POPE RD CREEDMOOR NC 27522				
9154201 FRAZIER LEWIS DOWNEY	2023-201617	PERSONAL PROPERTY	50.36	TYRELL	3/25/2024	1:11:05 PM
316 27TH ST BUTNER, NC 27509		CAROLINA SUNROCK LLC				

RUN DATE: 4/4/2024 9:38 AM

GRANVILLE COUNTY REFUND REPORT

NAME	BILL NUMBER	PAYMENT TYPE	AMOUNT	OPER	DATE TIME
REFUND RECIPIENT: LEWIS FRAZIER GARNISHMENT OVERPAYMENT 316 27TH ST BUTNER NC 27509					
1727201 WILKINS BRIAN ALAN 1700 STONEY ROCK ROAD STEM, NC 27581	2023-39347	PERSONAL PROPERTY	72.62	TYRELL	3/25/2024 1:28:49 PM
THE FOREST AT DUKE INC REFUND RECIPIENT: BRIAN WILKINS GARNISHMENT OVERPAYMENT 1700 STONEY ROCK ROAD STEM NC 27581					
70071201 HICKS HOLLY 2649 HWY 15 CREEDMOOR, NC 27522	2023-201944	PERSONAL PROPERTY	4.92	TYRELL	3/25/2024 1:44:45 PM
NCSECU - BANK ATTACHMENTS - HOLLY L HICKS REFUND RECIPIENT: HOLLY L HICKS BANK ATTACHMENT OVERPAYMENT 2649 HWY 15 CREEDMOOR NC 27522					
2011301 ARRINGTON DOUGLAS R ARRINGTON PEGGY W 4038 OUR ROAD OXFORD, NC 27565	2023-39584	PERSONAL PROPERTY	1.63	TYRELL	3/25/2024 1:57:08 PM
NCSECU BANK ATTACHMENT - PEGGY W ARRINGTON REFUND RECIPIENT: PEGGY W ARRINGTON BANK ATTACHMENT OVERPAYMENT 4038 OUR ROAD OXFORD NC 27565					
1096 DAVIS CHRISTOPHER AMOS 2519 BROGDEN RD CREEDMOOR, NC 27522-9220	2023-200902	PERSONAL PROPERTY	1.97	TYRELL	3/25/2024 2:05:15 PM
NCSECU-BANK ATTACHMENT-CHRISTOHPER DAVIS REFUND RECIPIENT: CHRISTOPHER DAVIS BANK ATTACHMENT OVERPAYMENT 2519 BROGDEN CREEDMOOR NC 27522					
1723301 EARLEY BALINDA 2687B JACK YANCEY ROAD	2023-201271	PERSONAL PROPERTY	2.79	TYRELL	3/25/2024 2:09:46 PM

** VOIDED **

RUN DATE: 4/4/2024 9:38 AM

GRANVILLE COUNTY REFUND REPORT

NAME	BILL NUMBER	PAYMENT TYPE	AMOUNT	OPER	DATE TIME
BULLOCK, NC 27507		NCSECU-BANK ATTACHMENT-BALINDA EARLEY REFUND RECIPIENT: BALINDA EARLEY BANK ATTACHMENT OVERPAYMENT 2687 JACK YANCEY RD BULLOCK NC 27507			
38388201	2023-39269	PERSONAL PROPERTY	1.51	TYRELL	3/25/2024 2:11:10 PM
FITZPATRICK DENNIS					
1210 ARNHEM LANE					
CREEDMOOR, NC 27522		NCSECU-BANK ATTACHMENT-DENNIS FITZPATRICK REFUND RECIPIENT: DENNIS FITZPATRICK BANK ATTACHMENT OVERPAYMENT 1210 ARNHEM LN CREEDMOOR NC 27522			
84569301	2023-17924	RP: 183600336662	134.37	KCR	3/26/2024 10:41:02 AM
CONE VINCENT ZACHARY					
4624 ROGERS RD					
WAKE FOREST, NC 27587		TARGET CORPORATION REFUND RECIPIENT: VINCENT CONE GARNISHMENT OVERPAYMENT 4624 ROGERS RD WAKE FOREST NC 27587			
1490301	2023-18495	RP: 183500327445	412.97	CTH	3/26/2024 10:44:15 AM
ADAMS STERRETT LANE					
4078 PINE RIDGE RD					
FRANKLINTON, NC 27525-7332		UNC AT CHAPEL HILL REFUND RECIPIENT: STERRETT L ADAMS GARNISHMENT OVERPAYMENT 4078 PINE RIDGE RD FRANKLINTON NC 27525			
64541201	2023-201817	PERSONAL PROPERTY	2.88	CTH	3/26/2024 10:53:46 AM
GRISSOM BRADLEY GRAY					
4774 MORIAH RD					
ROUGEMONT, NC 27572		CITY OF DURHAM REFUND RECIPIENT: GRADLEY GRISSOM GARNISHMENT OVERPAYMENT 614 QUAIL CR ROUGEMONT NC 27572			
63210301	2023-29595	RP: 190402876006	204.18	KCR	3/28/2024 10:49:48 AM
THORNTON WILLIAM					

RUN DATE: 4/4/2024 9:38 AM

GRANVILLE COUNTY REFUND REPORT

NAME	BILL NUMBER	PAYMENT TYPE	AMOUNT	OPER	DATE TIME
THORNTON SHELIA 6144 CORNWALL ROAD OXFORD, NC 27565		UNIVERSAL HEALTH CARE/OXFORD, INC REFUND RECIPIENT: SHELIA THORNTON GARNISHMENT OVERPAYMENT 6144 CORNWALL ROAD OXFORD NC 27565			
52923301	2023-38688	PERSONAL PROPERTY	129.44	CTH	3/28/2024 10:49:52 AM
GREGORY TRACY W GREGORY SHARYN 1559 DAPHINE DR CREEDMOOR, NC 27522		CERIDIAN CORPORATION REFUND RECIPIENT: TRACY GREGORY GARNISHMENT OVERPAYMENT 1559 DAPHINE DR creedmoor NC 27522			
35608301	2023-28227	RP: 086504703664LH42	3.22	CTH	3/28/2024 10:59:07 AM
HILL KENNY 644 AMSTERDAM LANE CREEDMOOR, NC 27522		US LBM LLC REFUND RECIPIENT: KENNY HILL GARNISHMENT OVERPAYMENT 644 AMSTERDAM LANE creedmoor NC 27522			
1057963	2023-55816	RP: 087717118038	37.02	KCR	3/28/2024 11:04:18 AM
CHESHIRE ALEXIS CAROLINE SMITH JESSE RICHARDSON JR 601 22ND ST BUTNER, NC 27509-2008		DUKE UNIVERSITY REFUND RECIPIENT: ALEXIS CHESHIRE GARNISHMENT OVERPAYMENT 601 22ND ST BUTNER NC 27509			
25481301	2023-35687	PERSONAL PROPERTY	166.28	TYRELL	3/28/2024 11:04:35 AM
KOSHADA ROBERT A KOSHADA BRENDA C 3051 HESTER ROAD CREEDMOOR, NC 27522		LIGGETT VECTOR BRANDS LLC REFUND RECIPIENT: ROBERT KOSHADA GARNISHMENT OVERPAYMENT 3051 HESTER ROAD CREEDMOOR NC 27522			

RUN DATE: 4/4/2024 9:38 AM

GRANVILLE COUNTY REFUND REPORT

NAME	BILL NUMBER	PAYMENT TYPE	AMOUNT	OPER	DATE TIME
1000333 MORTON NICHOLAS GARRETT MORTON LINDSEY MIDDLETON 2594 DALTON MILL RD BULLOCK, NC 27507	2023-35369	PERSONAL PROPERTY	44.06	TYRELL	3/28/2024 11:08:17 AM
		DUKE ENERGY CORPORATION REFUND RECIPIENT: NICHOLAS MORTON GARNISHMENT OVERPAYMENT 2594 DALTON MILL RD BULLOCK NC 27507			
12789302 DUKE TABITHA A	2023-9524	RP: 089700399169	1.53	Autoagent	4/1/2024 10:30:12 AM
					** VOIDED **
2062 KNIGHT ST CREEDMOOR, NC 27522		REFUND RECIPIENT:			
38200301 BRAZIEL JEREMY J BRAZIEL MELISSA H 4100 HIGHT ROAD OXFORD, NC 27565	2023-29400	RP: 193000945839	6.60	TJT	4/1/2024 11:40:52 AM
		CORELOGIC TAX SERVICES LLC REFUND RECIPIENT: CORELOGIC TAX SERVICES LLC MAIL OVERPAYMENT PO BOX 9202 COPPELL TX 75019			
37952301 CARPENTER JOHN MARK 4163A RANGE RD STEM, NC 27581	2023-25489	RP: 097000682484 LH	3.66	TJT	4/1/2024 11:46:53 AM
		BOBBY WILSON ELECTRIC INC REFUND RECIPIENT: JOHN MARK CARPENTER GARNISHMENT OVERPAYMENT 4163 A RANGE RD STEM NC 27581			

RUN DATE: 4/4/2024 9:38 AM

GRANVILLE COUNTY REFUND REPORT

NAME	BILL NUMBER	PAYMENT TYPE	AMOUNT	OPER	DATE TIME
14400201 LEWIS STEVEN RAY 1117 ALLENWOODS RD WAKE FOREST, NC 27587	2023-202215	PERSONAL PROPERTY	2.06	TJT	4/1/2024 11:49:42 AM
47927301 STEELE PAUL K JR STEELE SUSAN A 9092 GOBBLERS RIDGE BULLOCK, NC 27507	2023-202669	PERSONAL PROPERTY	1.15	KCR	4/1/2024 11:57:27 AM
82479301 ROBERTSON RON ROBERTSON KESHA 3587 W THOLLIE GREEN RD STEM, NC 27581	2023-33114	PERSONAL PROPERTY RP: 089900037349LH	31.05	TJT	4/1/2024 1:13:36 PM
1041923 GARDNER-KEARNEY DEBBIE GARDNER CYNTHIA L 459 MAYVIEW DR CREEDMOOR, NC 27522-7002	2023-13927	PERSONAL PROPERTY RP: 087718325278	40.59	CTH	4/1/2024 2:28:27 PM
2887 QUEZADA ROBERTO 810 E C ST LOT 30 BUTNER, NC 27509-2466	2023-200336	PERSONAL PROPERTY	63.24	TJT	4/1/2024 2:34:01 PM

** VOIDED **

RUN DATE: 4/4/2024 9:38 AM

GRANVILLE COUNTY REFUND REPORT

NAME	BILL NUMBER	PAYMENT TYPE	AMOUNT	OPER	DATE TIME
REFUND RECIPIENT: ROBERTO QUEZADA BANK ATTACHMENT OVERPAYMENT 810 E C ST LOT 30 BUTNER NC 27509					
84119201	2023-201241	PERSONAL PROPERTY	82.68	CTH	4/1/2024 2:41:47 PM
QUIROGA MAYRA					
620 WELLONS DR					
CREEDMOOR, NC 27522-9156					
BANK ATTACHMENT WELLS FARGO MAYRO QUIROGA REFUND RECIPIENT: MAYRA QUIROGA BANK ATTACHMENT OVERPAYMENT 620 WELLONS DR creedmoor NC 27522					
4745302	2023-23183	RP: 193901383305	46.98	CTH	4/1/2024 2:44:39 PM
CAPPS WILLIAM DALE CAPPS WANDA M P O BOX 3					
BULLOCK, NC 27507					
CAROLINA SUNROCK LLC REFUND RECIPIENT: WILLIAMS CAPPS GARNISHMENT OVERPAYMENT P O BOX 3 BULLOCK NC 27507					
87381201	2023-202786	PERSONAL PROPERTY	44.63	CTH	4/1/2024 2:47:46 PM
OWENS SHANNON CORDELE					
4077 COVE LN					
OXFORD, NC 27565-9435					
GREGORY POOLE EQUIPMENT COMPANY REFUND RECIPIENT: SHANNAN OWENS GARNISHMENT OPERPAYMENT 4077 COVE LN OXFORD NC 27565					
11064301	2023-23180	RP: 183900436186	5.31	TJT	4/1/2024 2:50:13 PM
HARRIS TOBIN D HARRIS SUSAN C 4109 GRAY ROCK ROAD					
KITTRELL, NC 27544					
PNC BANK ATTACHMENT/TOBIN D HARRIS REFUND RECIPIENT: TOBIN D HARRIS BANK ATTACHMENT OVERPAYMENT 4109 GRAY ROCK RD KITTRELL NC 27544					
2296	2023-203157	PERSONAL PROPERTY	88.48	TYRELL	4/1/2024 2:51:00 PM
REAVES DARRELL					
1622 POPE RD					

RUN DATE: 4/4/2024 9:38 AM

GRANVILLE COUNTY REFUND REPORT

NAME	BILL NUMBER	PAYMENT TYPE	AMOUNT	OPER	DATE TIME
CREEDMOOR, NC 27522-8797		CAROLINA SUNROCK LLC REFUND RECIPIENT: DARRELL REAVES GARNISHMENT OVERPAYMENT 1622 POPE RD CREEDMOOR NC 27522			
11064301	2023-23180	RP: 183900436186	1162.94	TJT	4/1/2024 2:52:46 PM
HARRIS TOBIN D HARRIS SUSAN C 4109 GRAY ROCK ROAD					
KITTRELL, NC 27544		TRUIST BANK ATTACHMENT/TOBIN D & SUSAN C HARRIS REFUND RECIPIENT: TOBIN D HARRIS SUSAN C HARRIS BANK ATTACHMENT OVERPAYMENT 4109 GRAY ROCK RD KITTRELL NC 27544			
34348301	2023-1554	RP: 191800135449	195.41	TYRELL	4/1/2024 2:59:06 PM
FOWLER JOHN L JR FOWLER TINA R 8069 HERMAN WILKERSON ROAD					
OXFORD, NC 27565		CAROLINA SUNROCK LLC REFUND RECIPIENT: JOHN FOWLER GARNISHMENT OVERPAYMENT 8069 HERMAN WILKERSON ROAD OXFORD NC 27565			
1077673	2023-17322	RP: 104101156496	390.00	TJT	4/2/2024 10:43:48 AM
COOPER JOE DON COOPER LYNN 8703 US HIGHWAY 15					
BULLOCK, NC 27507-9550		GRANVILLE COUNTY PUBLIC SCHOOLS REFUND RECIPIENT: LYNN COOPER GARNISHMENT OVERPAYMENT 8703 US HWY 15 BULLOCK NC 27507			
87460301	2023-28297	RP: 193203037465	104.30	TJT	4/2/2024 10:46:05 AM
MOORE ELTON 4024 WEST ANTIOCH DR					
OXFORD, NC 27565		GRANVILLE COUNTY PUBLIC SCHOOLS REFUND RECIPIENT: ELTON MOORE GARNISHMENT RELEASE 4024 WEST ANTIOCH DR OXFORD NC 27565			
78908302	2023-544	RP: 193203131817	233.19	TJT	4/2/2024 10:47:43 AM

RUN DATE: 4/4/2024 9:38 AM

GRANVILLE COUNTY REFUND REPORT

NAME	BILL NUMBER	PAYMENT TYPE	AMOUNT	OPER	DATE TIME
MOORE ELTON					
4024 W ANTIOCH DR					
OXFORD, NC 27565-5937		GRANVILLE COUNTY PUBLIC SCHOOLS REFUND RECIPIENT: ELTON MOORE GARNISHMENT OVERPAYMENT 4024 W ANTIOCH DR OXFORD NC 27565			
82549201	2022-253724	PERSONAL PROPERTY	92.93	KCR	4/2/2024 11:04:08 AM
FORBES COREY LEE					
2539 GEORGE WINSTON RD					
BULLOCK, NC 27507-9789		CERTAINTEED LLC REFUND RECIPIENT: COREY FORBES GARNISHMENT OVERPAYMENT 2539 GEORGE WINSTON RD BULLOCK NC 27507			
39582302	2023-26956	RP: 099203348988	130.22	CTH	4/2/2024 11:07:48 AM
CHASTAIN NANCENE D					
CHASTAIN JAMES					
5148 LUCY AVERETTE RD					
OXFORD, NC 27565		CAROLINA SUNROCK LLC REFUND RECIPIENT: JAMES CHASTAIN GARNISHMENT OVERPAYMENT 5148 LUCY AVERETTE RD OXFORD NC 27565			
87188201	2023-34359	PERSONAL PROPERTY	54.62	KCR	4/2/2024 12:14:58 PM
JONES MICHAEL LEWIS					
655 LAKEVIEW DR					
STEM, NC 27581		STATE OF NORTH CAROLINA REFUND RECIPIENT: MICHAEL JONES GARNISHMENT OVERPAYMENT 655 LAKEVIEW DR STEM NC 27581			

RUN DATE: 4/4/2024 9:38 AM

GRANVILLE COUNTY REFUND REPORT

NAME	BILL NUMBER	PAYMENT TYPE	AMOUNT	OPER	DATE TIME
70165301 FLOYD JAMES S 104 MEADOW PARK OXFORD, NC 27565-3176	2023-11388	RP: 192317001946	165.59	KCR	4/2/2024 12:18:08 PM
43844301 RICHARD ANTHONY B RICHARD HOLLY C 1905 WEST B ST BUTNER, NC 27509	2020-241274	STATE OF NORTH CAROLINA REFUND RECIPIENT: JAMES FLOYD GARNISHMNET OVERPAYMENT 104 MEADOW PARK OXFORD NC 27565 PERSONAL PROPERTY	170.58	KCR	4/2/2024 12:20:52 PM
47607301 GRIFFIN MARTIN EARL C/O MARY LOUISE EVANS GRIFFIN 1704 RUNNING BROOK DR CREEDMOOR, NC 27522-9297	2023-15245	STATE OF NORTH CAROLINA REFUND RECIPIENT: ANTHONY RICHARD GARNISHMENT OVERPAYMENT 1905 WEST B ST BUTNER NC 27509 RP: 086502678268LH2 VANCE GRANVILLE COMMUNITY COLLEGE REFUND RECIPIENT: MARTIN GRIFFIN GRANISHMENT OVERPAYMENT 1704 RUNNING BROOK DR creedmoor NC 27522	309.00	CTH	4/3/2024 12:42:39 PM
TOTAL REFUNDS PRINTED:		6,717.29			
TOTAL VOID REFUNDS:		-430.21			
TOTAL:		6,287.08			

VOIDED REFUND AMOUNTS OF REFUNDS NOT IN 3/21/2024 - 4/3/2024

NAME	BILL NUMBER	AMOUNT	OPER	PAYMENT TYPE	DATE	TIME	REFUND DATE
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TOTAL VOID REFUNDS:

RUN DATE: 4/4/2024 10:11 AM

PARAMETERS SELECTED FOR FINANCE RELEASES REPORT:

TRANSACTION DATE RANGE: 03/21/2024 12:00:00 AM - 04/03/2024 12:00:00 AM

BILL TYPE: Both

BILL YEAR/NUMBER RANGE:

PRINT TOTALS ONLY: No

USER/OPERATOR:

EXCLUDE USERS/OPERATORS:

SORT ORDER: Name

REPORT TITLE:

1 Granville County Tax	261.43
Fire Rescue	18.67
Total	280.10

Release Refund Detail				
Name	Bill#	Reason	District	Amount
MORRIS MILDRED B	2023-2585	BILLED AS LEASEHOLD IN ERROR. DWMH IS BILLED WITH PARCEL 193000161964.	C ADVLTAX	261.43
MORRIS MILDRED B	2023-2585	BILLED AS LEASEHOLD IN ERROR. DWMH IS BILLED WITH PARCEL 193000161964.	FR ADVLTAX	18.67

PARAMETERS SELECTED FOR ACTIVITY REPORT:

TRANSACTION DATE RANGE: 03/21/2024 12:00:00 AM - 04/03/2024 12:00:00 AM
PAYMENT DATE RANGE:
BATCH KEY RANGE:
BILL TYPE: Both
BILL YEAR/NUMBER RANGE:
DISTRICT/TYPE/FEE:
TRANSACTION TYPE:
TOWNSHIP:
CITY:
STATUS:
EXCLUDE STATUS:
USER/OPERATOR:
HISTORY TYPE: 07 - Underpayment
EXCLUDE USER/OPERATOR:
PAYMENT SOURCE TYPE:
PRINT TOTALS ONLY: No
SORT ORDER: Transaction Date
PRINT COMMENTS: N

ACCOUNT#:
ACCOUNT NAME:
LOCATION:
Print Payment Breakdown:No
CHECK NUMBER:
TRANS AMOUNT FROM:
TRANS AMOUNT TO:

DATE	TIME	BILL#	Statuses	ACCOUNT	NAME	OPER	TYPE	PYMT DATE	SOURCE	CHK#	TAX	INTEREST	TOTAL
03/25/2024	08:07:25	2023-21988		42899301	SMITH IRENE HEIRS	Autoagent	Payment	03/25/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
03/25/2024	08:07:25	2023-21985		55669301	BRANDON ROBERT	Autoagent	Payment	03/25/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
03/25/2024	08:07:25	2023-29629	MGAR	1048933	HERNANDEZ JUAN OMAET TEJADA	Autoagent	Payment	03/25/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
03/25/2024	08:07:25	2023-2509	MGAR	85296301	PEACE JEREMY R	Autoagent	Payment	03/25/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
03/25/2024	08:07:25	2023-474	MGAR	56647302	DAVIS HAROLD O	Autoagent	Payment	03/25/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
03/25/2024	08:07:25	2023-210	MGAR	1036003	DAVIS OBRIEN HAROLD	Autoagent	Payment	03/25/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
03/25/2024	08:07:25	2023-207	MGAR	1036003	DAVIS OBRIEN HAROLD	Autoagent	Payment	03/25/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
03/25/2024	08:07:25	2023-15995	G	88357301	ROTH MICHAEL S	Autoagent	Payment	03/25/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
03/25/2024	08:07:25	2023-20164		9547301	GLASSCOCK RONALD WAYNE	Autoagent	Payment	03/25/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
03/25/2024	08:07:25	2023-521		10765109	GRESHAM CHRISTINA DEAN	Autoagent	Payment	03/25/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
03/25/2024	08:07:25	2023-17924	MGAR	84569301	CONE VINCENT ZACHARY	Autoagent	Payment	03/25/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
03/25/2024	11:39:59	2023-21908		27637301	PAYLOR GLORIA	TYRELL	Payment	03/25/2024	mail	174817287	0.02		0.02
											TOTAL TRANSACTION:		0.02
03/26/2024	08:14:26	2023-20230	MGAR	13895301	ROSE MICHAEL K	Autoagent	Payment	03/26/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
03/26/2024	08:14:26	2023-16225	MGAR	13895095	ROSE COLLEEN HINTON	Autoagent	Payment	03/26/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
03/26/2024	08:14:26	2023-18495	MGAR	1490301	ADAMS STERRETT LANE	Autoagent	Payment	03/26/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
03/26/2024	08:14:26	2023-13252		1019023	WEI PROPERTIES LLC	Autoagent	Payment	03/26/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
03/27/2024	08:21:17	2023-4880		1074013	CLAUSEN SCOTT ALAN	Autoagent	Payment	03/27/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
03/27/2024	08:21:17	2023-23835		1074013	CLAUSEN SCOTT ALAN	Autoagent	Payment	03/27/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
03/27/2024	08:21:17	2023-2527		1022623	CLAUSEN SCOTT A	Autoagent	Payment	03/27/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
03/27/2024	08:21:17	2023-1408		81844301	WILSON ALETTA L	Autoagent	Payment	03/27/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
03/27/2024	08:21:17	2023-1522		24365303	WILSON THORNTON HEIRS	Autoagent	Payment	03/27/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
03/27/2024	08:21:17	2023-1521		24365302	WILSON THORNTON HEIRS	Autoagent	Payment	03/27/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
03/27/2024	08:21:17	2023-5765	MGAR	1061993	GLOVER LAKEISHA H	Autoagent	Payment	03/27/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06

DATE	TIME	BILL#	Statuses	ACCOUNT	NAME	OPER	TYPE	PYMT DATE	SOURCE	CHK#	TAX	INTEREST	TOTAL
03/27/2024	08:21:17	2023-7192		13380302	JONES GREGORY P	Autoagent	Payment	03/27/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
03/27/2024	08:21:17	2023-15192		13380303	JONES GREGORY P	Autoagent	Payment	03/27/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
03/28/2024	09:01:02	2023-18485	BA	57459302	SNEGOSKY GERALD A	Autoagent	Payment	03/28/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
03/28/2024	09:01:02	2023-30771	S	1757302	ALLEN JOHN HEIRS	Autoagent	Payment	03/28/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
03/28/2024	09:01:02	2023-28041		70119301	DORSEY MELVILLE H	Autoagent	Payment	03/28/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
03/28/2024	09:01:02	2023-29957	MGAR	88206301	DUNMIRE ROBERT	Autoagent	Payment	03/28/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
03/28/2024	09:01:02	2023-12177	BA	4803301	RABINOVICH HOLLY BARLOWE	Autoagent	Payment	03/28/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
03/28/2024	09:01:02	2023-28391	BA	4803302	RABINOVICH HOLLY BARLOWE	Autoagent	Payment	03/28/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
03/28/2024	10:53:39	2023-9995	MGAR	82355302	WAMSLEY TRAVESE S	CTH	Payment	03/28/2024	mail	48807714	0.93		0.93
											TOTAL TRANSACTION:		0.93
03/28/2024	10:56:56	2023-3484	MGAR	26942302	SCHNACK LEO S	TYRELL	Payment	03/28/2024	mail	48807711	0.77		0.77
											TOTAL TRANSACTION:		0.77
03/28/2024	16:28:43	2023-31516	F	47659301	MIGLIORISI JAMES V	TYRELL	Payment	03/28/2024	mail	013240	0.06		0.06
											TOTAL TRANSACTION:		0.06
03/31/2024	23:00:19	2023-9524	MGAR	12789302	DUKE TABITHA A	ARCLEAR	Write Off	03/31/2024			1.53		1.53
											TOTAL TRANSACTION:		1.53
03/31/2024	23:00:19	2023-23315	MGAR	51759301	THORPE STACY	ARCLEAR	Write Off	03/31/2024			1.48		1.48
											TOTAL TRANSACTION:		1.48
03/31/2024	23:00:19	2023-61018	MGAR	1066093	WATSON ANDREW DAVID	ARCLEAR	Write Off	03/31/2024			1.26		1.26
											TOTAL TRANSACTION:		1.26
03/31/2024	23:00:19	2023-200095	DL	134	LOWE RODNEY A	ARCLEAR	Write Off	03/31/2024			1.36		1.36
											TOTAL TRANSACTION:		1.36
03/31/2024	23:00:19	2023-202422		36455201	MILANI JACK L III	ARCLEAR	Write Off	03/31/2024			1.19		1.19
											TOTAL TRANSACTION:		1.19
04/01/2024	10:30:12	2023-9198		87215328	SERVICE SOLUTION LLC	Autoagent	Payment	03/31/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
04/01/2024	10:30:12	2023-13001		17190302	OWENS SHERRY S	Autoagent	Payment	03/31/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
04/01/2024	10:30:12	2023-27795		17190303	OWENS SHERRY S	Autoagent	Payment	03/31/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
04/01/2024	10:30:12	2023-17489	MGAR	1062013	QUEZADA OMAR HERNANDEZ	Autoagent	Payment	03/31/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
04/01/2024	10:30:12	2023-12824		19458301	ROYSTER POLLY G	Autoagent	Payment	03/31/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
04/01/2024	10:30:12	2023-5995	MGAR	18965302	ROACH KEVIN L	Autoagent	Payment	03/31/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
04/01/2024	10:30:12	2023-14205		6446301	CROSS BETTY B	Autoagent	Payment	03/31/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
04/01/2024	10:30:12	2023-3145	MGAR	87580301	FULLER JOSETTE	Autoagent	Payment	03/31/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06

DATE	TIME	BILL#	Statuses	ACCOUNT	NAME	OPER	TYPE	PYMT DATE	SOURCE	CHK#	TAX	INTEREST	TOTAL
04/01/2024	10:30:12	2023-6119		84842302	DICKERSON JACOB COLE	Autoagent	Payment	03/31/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
04/01/2024	10:30:12	2023-6118		84842303	DICKERSON JACOB COLE	Autoagent	Payment	03/31/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
04/01/2024	10:30:12	2023-13781	BA	1024163	503 COLLEGE LLC	Autoagent	Payment	03/31/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
04/01/2024	10:30:12	2023-12743	TL	18709301	REED ALFORD	Autoagent	Payment	03/31/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
04/01/2024	10:30:12	2023-3604	MGAR	1045773	HALES WILLIAM PATRICK JR	Autoagent	Payment	03/31/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
04/01/2024	12:17:47	2023-19995	MGAR	1049773	BROOKS DONALD	CTH	Payment	04/01/2024	mail	5000424084	0.46		0.46
											TOTAL TRANSACTION:		0.46
04/01/2024	15:07:54	2023-24679	MGAR	30528301	FLEMMINGS BEVERLY M	TYRELL	Payment	04/01/2024	mail	48857656	0.53		0.53
											TOTAL TRANSACTION:		0.53
04/02/2024	09:20:49	2023-11330		49352301	HOBGOOD MARGARET SUE	Autoagent	Payment	04/01/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
04/02/2024	09:20:49	2023-27758		49352302	HOBGOOD MARGARET SUE	Autoagent	Payment	04/01/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
04/02/2024	09:20:49	2023-28297	MGAR	87460301	MOORE ELTON	Autoagent	Payment	04/01/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
04/02/2024	09:20:49	2023-451	MGAR	78908302	MOORE ELTON	Autoagent	Payment	04/01/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
04/02/2024	09:20:49	2023-544	MGAR	78908302	MOORE ELTON	Autoagent	Payment	04/01/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
04/02/2024	09:20:49	2023-16224	DL	34427301	POOLE BARBARA P	Autoagent	Payment	04/01/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
04/02/2024	09:20:49	2023-12153	DL	15057301	MARROW ELIZABETH S	Autoagent	Payment	04/01/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
04/02/2024	09:20:49	2023-19210	MGAR	20535301	BRADSHAW J D	Autoagent	Payment	04/01/2024	Other		0.06		0.06
											TOTAL TRANSACTION:		0.06
04/02/2024	10:56:33	2023-21818	S	11160301	HATCHETT LAWRENCE DUMONT	KCR	Payment	04/02/2024	mail	53339589	0.07		0.07
											TOTAL TRANSACTION:		0.07
04/02/2024	11:02:11	2023-40598		24779101	WYNN RUFUS R SR	TYRELL	Payment	04/02/2024	walk-in	008166	0.06		0.06
											TOTAL TRANSACTION:		0.06
GRAND TOTALS											12.78		12.78
											12.78		12.78

USER	TOTALS
ARCLEAR	6.82
Autoagent	3.06
CTH	1.39
KCR	0.07
TYRELL	1.44

All Payments	
TAX YEAR	TOTALS
2023	12.78



Granville County Environmental Services

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

To: Board of Commissioners
From: Jason Falls
Department: Environmental Services
Date: April 15, 2024
Title: **County Employee Spring NCDOT Sponsored Litter Sweep**

PURPOSE:

To seek consent approval for County employees to participate in the NCDOT Spring Litter Sweep on Friday, April 26, 2024.

BACKGROUND:

The County has taken an active stance to help address litter issues in the County. Twice each year, County employees & Commissioners are provided an opportunity to participate in a litter cleanup program in conjunction with the NCDOT Litter Sweep program.

The NCDOT sponsored "Spring 2024 Litter Sweep" begins April 13th and concludes April 27th. Jason Falls, Director of Environmental Programs, is requesting volunteers within county government to help clean a section of road(s) within the county (*road(s) will be determined prior to day of pickup*) on **Friday, April 26, 2024**, with a rain date scheduled for the following Friday, May 3, 2024.

FUNDING LINE ITEM:

59-4710-260. Supplies and Materials.

RECOMMENDATION:

Approval

ACTION TAKEN:



Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: April 15, 2024
Title: **National Animal Therapy Day Proclamation**

PURPOSE:

To declare April 30, 2024 as National Therapy Animal Day in Granville County .

BACKGROUND:

The Board was asked to consider a proclamation deeming April 30th as National Therapy Animal Day. Therapy animals positively impact lives by providing unconditional love and companionship. National Therapy Animal Day is not just about celebrating current therapy animal teams. It is an opportunity to encourage more pet owners to consider becoming volunteers, creating a happier, healthier community through greater access to safe and meaningful therapy animal visits.

RECOMMENDATION:

Approval

ATTACHMENTS:

Proclamation

ACTION TAKEN:

TIMOTHY KARAN
Chairman
District 6

JIMMY GOOCH
Vice-Chair
District 7

ZELODIS JAY
Commissioner
District 1

ROB WILLIFORD
Commissioner
District 2



SUE HINMAN
Commissioner
District 3

TONY W. COZART
Commissioner
District 4

RUSS MAY
Commissioner
District 5

BOARD OF COMMISSIONERS

104 Belle Street
Oxford, NC 27565

Proclamation Recognizing National Therapy Animal Day

WHEREAS, there are thousands of Pet Partners therapy animal teams serving in communities across the United States; and

WHEREAS, scientific research shows that interacting with therapy animals can reduce stress, relieve depression, slow heart rate, lower blood pressure and strengthen the immune system; and

WHEREAS, therapy animal teams in the Town of Creedmoor play an essential role in improving human health and well-being through the human-animal bond; and

WHEREAS, therapy animal teams interact with a variety of people in our community including veterans, seniors, patients, students, and those approaching end of life; and

WHEREAS, these exceptional therapy animals who partner with their human companions bring comfort and healing to those in need; and

WHEREAS, we encourage more pet owners to consider becoming Pet Partners volunteers to help our community by creating greater access to meaningful therapy animal visits.

NOW, THEREFORE, the Granville County Board of Commissioners does hereby proclaim April 30, 2024 as

National Therapy Animal Day

Encouraging our citizens to celebrate our therapy animals and their human handlers and publicly salute the service of therapy animal teams in our community and in communities across the nation.

This 15th day of April 2024.

Attest:

Debra A. Weary
Clerk to the Board

Timothy Karan, Chair
Granville County Board of Commissioners



Granville County Administration

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: April 15, 2024
Title: Minutes

PURPOSE:

To approve minutes of the March 4, 2024, regular meeting.

RECOMMENDATION:

Clerk and County Manager recommend approval.

ATTACHMENTS:

March 4, 2024 Regular Meeting Draft Minutes

ACTION TAKEN:

GRANVILLE COUNTY BOARD OF COMMISSIONERS
March 4, 2024
GRANVILLE EXPO AND CONVENTION CENTER
4185 US Highway 15 South, Oxford, North Carolina

PRESENT:

Chair Timothy Karan
Vice Chair Jimmy Gooch
Commissioner Zelodis Jay
Commissioner Robert Williford
Commissioner Sue Hinman
Commissioner Tony W. Cozart
Commissioner Russ May

County Manager Drew Cummings
Deputy County Manager Korena Weichel
County Attorney James C. Wrenn, Jr.

CALL TO ORDER

At 7:00 p.m., Chair Timothy Karan called the meeting to order. Vice Chair Jimmy Gooch had the invocation and led the Pledge of Allegiance.

TAX MATTERS

Board Updated on Error in the Published Schedule of Values

Chair Karan said that an item of importance was added to the agenda and would be addressed first.

County Attorney Jim Wrenn addressed a discrepancy in the neighborhood adjustment table used in the Schedule of Values for 2024. It was revealed that the neighborhood adjustment table, located on pages 353 through 360 of the Schedule of Values prepared by the County's contracted appraisal firm, Pearson's Appraisals, contained adjustment factors utilized in the 2018 revaluation, hereinafter referred to as "the 2018 adjustment factors". These factors were not employed in the tax assessments for 2024. Instead, the Tax Administrator utilized up-to-date neighborhood sales data for assessing properties during the 2024 revaluation.

Attorney Wrenn clarified that according to page 352 of the Schedule of Values, the neighborhood rates would range from 75% to 125%, to be applied by the appraiser during the final review. Furthermore, he assured that the updated adjustment table utilized during the final review would be promptly made available to the public.

He emphasized that utilizing the 2018 adjustment factors for property appraisals in 2024 would have led to substantial errors in appraised value. He highlighted the fundamental requirement of property appraisal under the Machinery Act, stipulating that all property, real and personal, should, as far as practicable, be appraised or valued at its true value in money.

Citing North Carolina General Statute 105-283(a), Attorney Wrenn elucidated that "true value" should be interpreted as market value, defined as the price estimated in terms of money at which property would change hands between a willing and financially able buyer and a willing seller, both possessing reasonable knowledge of the property's potential uses.

Attorney Wrenn referenced a precedent set by North Carolina courts, indicating that the use of Schedule of Values and rules of application not only facilitates the valuation of numerous property parcels but also ensures objective and consistent countywide property valuations, thereby promoting equity and property tax liability.

However, he cautioned against blindly adhering to the Schedule of Values, as while it presents an objective process in the County's valuation procedures, it does not guarantee that the valuation and assessment of specific properties are not arbitrary. This assertion was supported by a quotation from the NC Supreme Court Allred case.

Attorney Wrenn affirmed that the appraisal process must prioritize appraising property at its true value in money, thereby necessitating a departure from blind adherence to the 2018 adjustment factors to avoid appraisals that do not reflect the true value in money.

Attorney Wrenn ensured clarity by confirming that the tax appraisals sent out to the public contained the correct appraisal information. Nonetheless, he acknowledged an error in the County's Schedule of Values, which erroneously incorporated neighborhood assessments based on the 2018 adjustment factors.

Acknowledging the error in including the 2018 adjustment factors in the Schedule of Values, Attorney Wrenn outlined the County's intention to rectify this mistake by publishing the correct Schedule of Values. He emphasized that the public would be given an opportunity to review and comment on the updated neighborhood adjustment values and appeal directly if necessary.

Attorney Wrenn welcomed questions from the audience for further clarification.

Jaycee Georgiev, 1174 Smith Creek Way, Wake Forest, NC, raised several questions. Her first question pertained to the timeline for appealing the assessments. Attorney Wrenn clarified that the appeal process for individual assessments remains separate from the adjustment of the Schedule of Values. The focus of the discussion was on readopting specific pages of the Schedule of Values affected by the error.

Attorney Wrenn proceeded to explain the detailed process outlined in general statute 105-317(c) regarding the submission and consideration of proposed schedule changes. He emphasized that this process involves public inspection of the proposed changes, publication of statements in newspapers, and a public hearing conducted by the Board of County Commissioners before final adoption.

In response to Ms. Georgiev's question, Attorney Wrenn highlighted the importance of providing multiple opportunities for public input and appeal regarding the Schedule of Values. He suggested that addressing concerns about neighborhood factors through a specific process would be more efficient than handling individual appeals. Attorney Wrenn aimed to ensure transparency and fairness throughout the correction process.

Katie Sellgren, 1098 Lake Ridge Drive, Creedmoor, NC, sought clarification regarding the assessment process and the timeline for receiving updated assessments. She expressed concern about knowing whether she was assessed correctly without knowledge of the neighborhood multiplier.

Attorney Wrenn responded, explaining that the tax assessments sent out were believed to be correct, as they used up-to-date values in the calculation. However, he acknowledged the possibility of other errors, such as incorrect square footage or lot size. He assured Ms. Sellgren

that as soon as the staff reviewed and delivered the updated schedule to the commissioners, it would be made available online for public access.

Ms. Sellgren then asked about the procedure for addressing errors on tax forms, like incorrect square footage, and whether individuals should file an appeal or wait for the updated schedule. Attorney Wrenn advised against immediately filing a formal appeal and instead suggested contacting the tax office for an informal reconsideration. He clarified that this process is not a legal appeal but a request for reconsideration, emphasizing the tax office's willingness to correct errors efficiently.

Ms. Sellgren further inquired if the tax office was prepared for individuals seeking informal reconsideration, to which County Manager Cummings confirmed that they were and had been dealing with a steady stream of inquiries.

Jesse Davi, 1100 Lakeridge Drive, Creedmoor, NC, sought clarification regarding the timeline for adopting the revised Schedule of Values by the County Commissioners. He inquired about the period required for public notice and discussion before the adoption of the new schedule.

Attorney Wrenn responded, explaining that the statute requires a minimum of 21 days before the meeting at which a Schedule of Values will be considered by the Board. He mentioned their intention to post the corrected information as soon as possible, possibly by the next day, and he assured that the correct assessments were used in calculating taxes, despite the error in the published manual.

Mr. Davi further pressed for a specific date for the meeting to adopt the revised schedule, expressing concerns about the short timeframe for public awareness and discussion. Attorney Wrenn indicated that they were aiming for the first April meeting and emphasized their efforts to address the issue promptly while ensuring transparency.

As the discussion continued, Mr. Davi expressed dissatisfaction with the handling of the situation, stating that the public was not informed promptly about the error. Attorney Wrenn explained that the Tax Administrator discovered the mistake last week and has been working with County staff to rectify it since then. He clarified that the goal was to ensure the correct assessment of property values and provide transparency in the process, even though the statute did not specifically outline a procedure.

Mr. Davi questioned whether Attorney Wrenn's statement about the statute not outlining a procedure was correct. Attorney Wrenn explained that while the statute does outline a procedure for adopting a Schedule of Values, it does not outline a procedure for correcting errors in the published Schedule of Values.

Under the advisement of Attorney Wrenn, the County would follow the same statutory procedure for adopting the corrected Schedule of Values as was followed for adopting the current Schedule of Values.

Chair Karan opened the floor for further questions or comments from the board members.

Commissioner Hinman sought clarification regarding the situation, asking whether the correct appraisal formula was used but not properly reflected in the published manual and whether this would result in changes to taxpayers' valuations. Attorney Wrenn confirmed that the appraisals themselves were conducted using the correct formula, but the error was including the wrong pages in the previously adopted manual, and thus taxpayers' valuations would not change due to this issue.

Commissioner May raised a question about the process followed for adopting the original schedule of values and requested clarification on the public notice and involvement. Attorney Wrenn explained that the same process described earlier, involving public review, notice in a newspaper, and a public hearing before adoption, was followed initially. He emphasized that the current situation is being addressed by replicating the same process to ensure public involvement and comment on the corrected information, similar to what was done during the original adoption of the schedule of values.

Commissioner Williford addressed the audience, stating that he was made aware of the situation by the County Attorney around 3 o'clock that afternoon and confirmed that he had not spoken to any fellow commissioners in any formal or informal setting about the matter. Attorney Wrenn corroborated Commissioner Williford's statement, specifying that he had called Commissioner Williford around 3 o'clock to inform him of the situation and the proposed plan to address it at this meeting. The remaining Board members, Commissioner Gooch, Commissioner Jay, Commissioner Hinman, and Commissioner Cozart, and Commissioner May, all confirmed that they received similar calls from Attorney Wrenn that day, with no prior discussions among the board members.

Attorney Wrenn concluded the discussion by stating that if any additional mistakes affecting a substantial number of taxpayers were found, they would also be addressed publicly.

CONSENT AGENDA

Motioned by Commissioner Tony W. Cozart, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board approved the consent agenda as follows:

A. Approved budget amendment #7 for fiscal year 2023-2024.

BUDGET AMENDMENT #7
03/04/2024
Legal Document

Be it ordained, the FY 2023-2024 Annual Budget Ordinance is hereby amended as follows:

GENERAL FUND

Expenditures	Increase	Decrease	Total
General Government			\$ 2,000
Human Resources	2,000		
Community Services			\$ 129,897
Cooperative Extension Service	29,897		
Economic Development	100,000		
Human Services			\$ (39,106)
Social Services	944		
HCCBG & Transportation		(40,050)	
Area Projects and Other Appropriations			\$ 13,411
Fleet	80,100		
Pass Thru Funds		(66,689)	
Contributions to Other Funds & Contingencies			(2,000)
Contingencies		(2,000)	
Total Expenditures			\$ 104,202
Revenues			
Restricted and Intergovernmental	161,948		
Appropriated Fund Balance		(57,746)	
Total Revenues			\$ 104,202

B. Approved project ordinance #1 - Triangle North Water and Sewer Project.

Project Ordinance Budget Amendment				
Triangle North - Water and Sewer				
Budget Amendment #1 (1st during Fiscal Year 2024)				
March 4, 2024				
LEGAL DOCUMENT				
Be it ordained, the FY 2023-2024 School Facility and HVAC Repair Project Budget Ordinance is hereby amended as follows:				
Expenditures	Increase	Decrease	Total	
Triangle North - Water and Sewer		(100,000)	\$	(100,000)
Transfers to General Fund - KLRCOG	100,000		\$	100,000
Total Expenditures				\$ -
Triangle North - Water and Sewer				
March 4, 2024				
DETAIL [For Reference Only]				
Description			Amendment	Balance after Amendment
Expenditures: Increase/(Decrease)				
33 4000 000	Triangle North - Water and Sewer	(\$100,000)		\$5,000,000
33 4980 010	Transfer to General Fund - KLREDC	\$100,000		\$100,000
Description: Transfer funds to pay to KTREDC for targeted/specific legal work related to development of Triangle North by Porman Industries LLC.				

C. Approved tax refunds, released, and offsets:

• Refunds	January 25, 2024 – February 21, 2024:	\$28,223.00
• Releases	January 25, 2024 – February 21, 2024:	\$23,617.01
• Write-offs (\$2 and less)	January 25, 2024 – February 21, 2024:	\$ 29.14

D. Approved minutes:

- January 2, 2024 Regular Meeting
- January 16, 2024 Regular Meeting
- February 5, 2024 Regular Meeting

INTRODUCTIONS, RECOGNITIONS, AND PRESENTATIONS

Board Updated on the Granville County Library Board of Trustees

Granville County Library System Director Will Robinson acknowledged Juanita Rogers and Karen Alley as members of the Granville County Library Board of Trustees, with Ms. Rogers serving as the board chair and Ms. Alley as the vice-chair and secretary. Mr. Robinson, Ms. Rogers, and Ms. Alley spoke from the PowerPoint presentation included in the agenda packet. Key updates included:

- Presented library statistics indicating significant increases in library usage, registered users, circulation, program attendance, and website visits over the 2022-2023 fiscal year.
- Highlighted the library project collecting the oral history of Edward McCoy and publishing bound volumes available for public use.
- Highlighted specific initiatives funded by the Memorial Fund, including the installation of a historical marker commemorating the Granville Street Colored Library and supporting an annual shelf competition.
- Outlined focus areas for the upcoming year, including early literacy, digital inclusion, and food security.

Commissioner May sought clarification on digital inclusion and the library's partnership with Granville County Public Schools as well as details on book removal criteria and disposal procedures.

Mr. Robinson explained the weeding process, which involves removing books from the library's collection. Typically, books not checked out in five years, except literature or school-used ones, are removed, along with outdated nonfiction like medical books. Currently, weeding is on hold to focus on building new shelves for additional books. Discarded books go to the Friends of the Library for sales or onto free shelves. Outdated or damaged books are disposed of, but efforts are made to circulate as many books as possible within the community.

Commissioner Cozart noted the tremendous investment made for renovations at the library.

Board Approved the Granville County Recreation Master Plan

Deputy County Manager Korena Weichel introduced Shweta Naneka from McAdams Company, who provided an overview of the Granville County Recreation Master Plan. Ms. Weichel outlined the need for updating the plan due to demographic and socioeconomic changes in the county since the previous 2017 plan.

Ms. Nanekar from McAdams then presented the project goals, process, and key findings. The plan aimed to address changing community needs, ensure equitable access to recreation, and qualify for future grant opportunities.

Key themes included balancing recreation needs, developing a connected park system, and creating a thriving recreational network. Recommendations focused on the geographic distribution of parks, enhancing greenways, and investing in park infrastructure and staffing.

Ms. Nanekar highlighted actions such as acquiring new parkland, improving regional connectivity, and hiring a parks and recreation director. She emphasized the economic benefits of investing in recreation and fostering partnerships with local businesses and community organizations.

Commissioner Hinman expressed gratitude for the hard work put into the Granville County Recreation Master Plan, emphasizing the importance of community input and collaboration to improve the park system.

Commissioner Jay echoed appreciation for the efforts, highlighting the significance of expanding greenways and parks across the county to benefit residents.

Commissioner May raised concerns about the lack of emphasis on athletic fields in the plan, noting the need for more facilities and access to recreational activities, particularly in the southern part of the county. He stressed the importance of addressing diverse recreational needs and ensuring equitable access for all residents. Commissioner Jay agreed and said that people in the northern end need access to recreational activities.

Ms. Nanekar from McAdam's responded, explaining the methodology behind the data used and acknowledging the importance of considering the county's unique characteristics and diverse recreational interests.

Commissioner May expressed agreement with using the document as a guide rather than a principled one that necessitates strict adherence.

Chair Karan restated the recommendation.

Motioned by Commissioner Sue Hinman, seconded by Commissioner Tony W. Cozart, and unanimously carried, the Board approved the adoption of the Granville County Parks, Greenways, and Recreation Master Plan as presented by McAdams Company.

PUBLIC COMMENTS

Brad Oldenburg, 6588 Huntsburg Road, Oxford, NC, began by expressing gratitude for the extension of high-speed internet service to his area and commended those involved in making it happen. He then shifted to discuss early voting in Granville County. He raised concerns about the length of the early voting period and the lack of early voting locations in the northern part of the county. Mr. Oldenburg shared that he had discussed with the Board of Elections potential obstacles to early voting in the north, such as suitable locations and internet access. He also mentioned the need for more voting machines, workers, and potential cost implications. Mr. Oldenburg recounted a conversation with the Board of Elections chair regarding the absence of early voting in the north, expressing disappointment with her response that "they have election day to vote." He urged for solutions to address the lack of early voting options in the northern part of the county and mentioned Stovall Library as a possible option.

Lynne Denis, 101 East Thorndale Drive, Oxford, NC, addressed the Board regarding early voting in Oxford. She highlighted concerns about the compensation rate for set-up, noting that the \$25 flat set-up fee did not adequately compensate for the time and effort required, especially considering the large number of ballots that needed to be counted in preparation for early voting. Ms. Denis requested additional funding to increase the set-up compensation for workers. Additionally, she emphasized the need for internet access at the early voting site in Oxford to facilitate voter information retrieval and communication with election officials, noting that workers were using their personal cell phones.

County Manager Cummings responded to Lynne Denis by acknowledging her concerns about the set-up compensation for election workers and the need for internet access at the early voting Oxford site. He mentioned that there are set hourly rates for election workers, and he would look into why they were not being applied on an hour-for-hour basis for set-up time. He also stated that he would investigate the possibility of providing internet access at the Oxford site.

Michael Smith, 3557 Bragg Valley Lane, NC, expressed concern about the proposed tax increase, particularly highlighting its potential impact on retired individuals on fixed incomes, including himself. He emphasized that many in his neighborhood chose the area for its quality of life and lower taxes compared to their previous locations. Mr. Smith urged the commissioners to carefully consider the tax rate, expressing worry about the significant increase in property taxes he might face, which could jeopardize his ability to maintain his desired lifestyle. He urged caution to avoid replicating the high tax burden he experienced elsewhere, as it could potentially force him to relocate once again.

County Manager Drew Cummings responded by providing context on the revaluation of property and its impact on property taxes in Granville County. He explained that North Carolina law requires periodic revaluations of property to align with market values, and noted that the current real estate market in Granville County has seen significant appreciation since 2018, with an average increase of approximately 80%. Mr. Cummings highlighted that North Carolina law also requires the county government to publish a revenue-neutral tax rate, which indicates the tax rate that would generate the same revenue as the previous year, given the increased property values. While commissioners have the authority to set the tax rate, Mr. Cummings suggested that a significant drop in the tax rate might occur as part of the revaluation process. He also mentioned the possibility that even with a 60% appreciation in property value, some property owners might end up paying lower property taxes next year due to adjustments in the tax rate. Overall, Mr.

Cummings aimed to clarify the complexity of the situation and assure the community that the county administration is working to provide transparent information to help residents understand the changes in property taxes resulting from the revaluation process.

Sandra Bishop, 1535 Trail Wood Drive, Creedmoor, NC, expressed concerns regarding the revaluation of property taxes and vehicle values. She mentioned a significant increase in the property tax value of her 27-year-old modular home, as well as a substantial rise in the tax value of her 2018 Honda Accord. Additionally, Ms. Bishop highlighted inconsistencies in her property record card, with multiple changes occurring in a short period. She questioned the criteria used to classify neighborhoods as "excellent," "marginal," "good," or "average," and requested clarification on how these classifications are determined. Ms. Bishop also inquired about the availability of maps showing these neighborhood classifications.

County Manager Cummings suggested that Sandra Bishop's concerns could be addressed through individual appeals and consultations with the tax office. He acknowledged her suggestions for maps and other clarifications as valuable ideas.

Chair Karan noted that the meeting had deviated from the usual format, allowing for direct question-and-answer interactions. However, he recommended that Ms. Bishop contact the tax administration department for further assistance with her inquiries.

Jesse Davi, 1100 Lake Ridge Drive, NC, addressed concerns about property taxes and revaluation. He highlighted the lack of explanation in the County's code regarding land classifications and the inconsistency in property valuations. Mr. Davi criticized the absence of descriptions in the assessment manual, making it challenging for property owners to evaluate their taxes accurately. He also said that there were discrepancies in structure value adjustments and expressed distrust in the appraisal company's competence. Mr. Davi called for a halt to the reevaluation process, a public disclosure of discrepancies, an extension of the evaluation timeline, a full audit of the appraisal company, and a new appraisal team. He demanded transparency regarding corrective actions and appealed for a revised timeline and appeal deadline.

Jaycee Georgiev, 1174 Smith Creek Way, NC, raised concerns about property reassessment, particularly regarding the use of recent land sales for major subdivisions as comparables. Ms. Georgiev emphasized the importance of accurately documenting terms of sale, especially when involving developers or LLCs, to avoid misleading assessments. She expressed concern that Granville County's actions might force out family-owned farmers and rural homeowners on fixed incomes. Ms. Georgiev also criticized the inconsistency in land valuations, highlighting discrepancies between different subdivisions. Despite attempts to reach out to the County appraiser, she said that she did not receive a response, prompting a call for further investigation into the appraisal company and ensuring that pertinent questions are addressed.

Mark Griffin, 1629 Tally Ho Road, Oxford, NC, expressed concerns about the impact of property tax reevaluation on elderly residents in the community. He emphasized that many of these individuals are on fixed incomes and struggling to afford basic necessities due to inflation. Mr. Griffin stressed the importance of preserving family farms in the area and urged the Board to work diligently to ensure that the tax reevaluation does not force residents to sell their properties. He implored the Board to consider the financial burdens placed on residents and to exercise wisdom in addressing the issue.

Mary O'Brien, 10 Rupert Road, Raleigh, NC, expressed appreciation to the board for issuing the County solid waste services Request for Proposals (RFP) and requested approval to negotiate a potential contract with Meridian Waste. She highlighted several reasons why Meridian Waste's proposal should be considered, including brand-new equipment, experience, and references. Ms. O'Brien outlined the financial benefits of the proposal, such as an \$18 million upfront lease fee,

guaranteed annual host fee payments, and 25 years of disposal capacity. Additionally, she emphasized Meridian Waste's commitment to community involvement and willingness to negotiate terms beneficial to the County. Ms. O'Brien concluded by asking for the Board's vote to enter into contract negotiations with Meridian Waste.

COOPERATIVE EXTENSION MATTERS

Board Approved Memorandum of Agreement for Cooperative Extension

Cooperative Extension Director Charissa Puryear provided an update on the Memorandum of Agreement (MOA) between NC State Extension and Granville County. The MOA was updated to reflect changes in terminology and operational functions since its last update in 2006. Cooperative Extension Director Puryear mentioned that the County Manager and County Attorney have reviewed the updates.

Motioned by Commissioner Russ May, seconded by Commissioner Tony W. Cozart, and unanimously carried, the Board approved adoption of the Memorandum of Agreement between the Granville County Board of County Commissioners and NC State Extension that details individual relationships and mutually agreed-upon responsibilities of NSCU and Granville County and authorized the County Manager to execute the agreement once finalized by the County Attorney.

RECESS

At 8:43 p.m., the Board recessed and returned at 8:56 p.m.

SOLID WASTE MATTERS

Board Approval Landfill Contract Negotiations with Huff Soil Conservation Services

Environment Services Director Jason Falls offered background information on the Request for Proposals (RFP) process for landfill operations. On June 5th, 2023, the Board of County Commissioners authorized Garrett and Moore and staff to prepare and administer a request for proposals, evaluate proposals, and recommend an award for solid waste operations to become effective on July 1, 2024. He mentioned that the RFP for landfill operations had been advertised at the end of October 2023, with proposals due on December 15, 2023. Additionally, he noted that proposal evaluations and interviews of proposals were conducted between December 2023 and February 2024.

Environmental Services Director Falls read the following primary goals as articulated in the RFP:

- Continue support for local solid waste disposal services;
- Serve residents and businesses with a cost-effective landfill solution;
- Reduce or eliminate environmental liabilities;
- Minimize operating expenses;
- Maximize revenue to the County through sustained fees over the term of the contract;
- Find innovative ways to preserve landfill air space for the County by increasing compaction rates beyond the minimum listed in the RFP;
- Operate the County landfill in accordance with federal, regional, and local permits, regulations, and guidelines;
- Operate using best management practices to ensure efficient performance of high quality;

- Operate the County landfill in a manner that maximizes public and service provider safety;
- Operate the landfill in the most efficient and cost-effective manner, minimizing consumption of airspace;
- Operate the landfill in a manner that maximizes customer convenience and satisfaction;
- Operate the landfill in a manner that protects the environment from pollution; and
- Operate the landfill with minimal disruption to neighboring residents.

Three (3) proposers (Huff Soil Conservation Services, Inc., Meridian Waste North Carolina, LLC, and Wall Recycling, LLC) submitted responses that complied with the terms of the RFP, and those proposals were accepted and evaluated. The RFP contained four proposal scenarios:

- Option 1 - Contract operations of Butner and Oxford facilities with a local waste stream at Oxford municipal solid waste (MSW) landfill (currently approximately 50,000 tons annually)
- Option 2 – Contract operations of Butner and Oxford facilities with current County waste stream at Oxford MSW landfill plus tonnage increments up to an additional 100,000 tons annually to be solicited by the County
- Option 3 – operations of Butner and Oxford facilities with current County waste stream at Oxford MSW landfill plus Proposer/Responder financial incentives for disposal of up to an additional 100,000 tons annually to be solicited by Proposer/Responder
- Option 4 - The Proposer/ Responder proposal for a Purchase Agreement of the Oxford Subtitle D landfill together with a proposal for contract operations of the other Butner and Oxford facilities

Mr. Falls said that Huff Soil Conservation offered the lowest cost proposals for options one and two, while Wall Recycling and Meridian Waste provided proposals for scenarios three and four.

After evaluations and interviews, a team consisting of Garrett and Moore, the County Manager, and the Environmental Services Director, recommended Huff Soil Conservation Incorporated, citing their responsiveness to the RFP. The recommendation was made in accordance with North Carolina general statute 143-129.2. The Board was requested to determine if the proposal from Huff Soil Conservation Services was more responsive to the RFP and authorize negotiations for a landfill operations contract with them. The finalized agreement would be brought back to the board for approval.

During discussion, Commissioner Gooch sought clarification on the current waste generation in Granville County, with a particular focus on the amount of waste coming from outside the County. Mr. Falls, in response, provided details indicating that the County generates approximately 50,000 tons of waste annually, with about a quarter of that originating from neighboring counties like Vance and Franklin. Concerned about controlling waste inflow, Commissioner Gooch expressed reservations about accepting excessive waste from external sources, emphasizing the importance of minimizing such intake to preserve the rural environment and road infrastructure.

Commissioner Jay raised a query regarding Mr. Falls's explanation that Option 4, the sale of the landfill, would reduce the life of the landfill to 25 years. He also inquired about the subsequent steps once the landfill reached its capacity after 25 years. Mr. Falls clarified that after 25 years, the County would need to explore options such as constructing a new landfill or developing a transfer station to manage waste, effectively necessitating a fresh start in waste management strategies.

Chair Karan noted that Option 4, the sale of the landfill, was not being recommended.

Commissioner Williford brought attention to the anticipated growth in Granville County and its potential impact on waste generation over the next five to ten years. He emphasized that this growth trajectory would likely lead to increased waste generation, highlighting the importance of selecting a waste management solution capable of accommodating future demands.

Chair Karan referred to the recommendation:

The County Manager and Environmental Programs Director with extensive input from the County Attorney and County's landfill consultants, request that the Board determine that Huff Soil Conservation Services, Inc.'s proposal is more responsive to the request for proposals and that the Board authorize the County Manager, Environmental Programs Director, and County Attorney to enter into negotiations for a landfill operations contract with Huff Soil Conservation Services, Inc. to begin in FY 24-25 with the final recommended agreement to be brought back to the Board for approval.

Commissioner Williford initially proposed a motion to accept the recommendation and award the contract to Huff's Soil Conservation. However, County Manager Cummings clarified that the motion was actually for authorization to enter into contract negotiations with Huff's Soil Conservation, rather than directly awarding the contract. Commissioner Williford adjusted the motion accordingly, seeking authorization to negotiate a contract with Huff's Soil Conservation.

Chair Karan then acknowledged the motion, emphasizing that it was for entering into contract negotiations.

Commissioner Gooch sought clarification on whether the motion pertained to option one or option two of the proposals. Mr. Falls explained that the decision was to proceed with option one initially, with the flexibility to transition to option two when additional waste tonnage became available.

Attorney Wrenn further elaborated on the pricing structure, indicating that the motion essentially encompassed option two, with pricing adjustments for tonnage exceeding 50,000 tons per year.

Commissioner Gooch acknowledged the clarification, and County Manager Cummings emphasized that the discretion regarding the extra tonnage pricing would lie with the County.

Motioned by Commissioner Robert Williford, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board approved authorizing the County Manager, County Environmental Programs Director, and County Attorney to enter into contract negotiations for a landfill operations contract with Huff Soil Conservation Services, Inc. to begin in fiscal year 2024-2025 and bring back an agreement to the Board for approval.

APPOINTMENTS

Board Approved Appointment to the Granville County Department of Social Services Board

Motioned by Commissioner Sue Hinman, seconded by Commissioner Tony W. Cozart, and unanimously carried, the Board appointed Mary Ellen Lemberg to the Granville County Department of Social Services (DSS) Board.

Board Approved Appointment to the Oxford Planning Board- Extraterritorial Members

Motioned by Commissioner Robert Williford, seconded by Commissioner Sue Hinman, and unanimously carried, the Board appointed Rob Adkins to the Oxford Planning Board as an extraterritorial member.

Board Approved Appointment to the Granville County Board of Adjustment

Motioned by Commissioner Russ May, seconded by Commissioner Robert Williford, and unanimously carried, the Board appointed Laura Howerton to the Granville County Board of Adjustment District 5 seat.

Board Approved Appointment to the Granville County Planning Board

Motioned by Commissioner Russ May, seconded by Commissioner Tony W. Cozart, and unanimously carried, the Board appointed Blaine Homes to the Granville Planning Board District 5 seat.

Board Approved Appointment to the Granville County Tourism Development Authority

Motioned by Commissioner Sue Hinman, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board appointed Punitha Srin, Days Inn & Suites, to the Granville County Tourism Development Authority hotel/motel owner seat.

COUNTY MANAGER'S REPORT

County Manager Cummings began by expressing appreciation for the public comment provided by Mr. Oldenberg regarding broadband expansion in the County. He emphasized the importance of leveraging federal funding and local investment to expand broadband access, noting the positive impact it has on connecting residents to high-speed internet. Deputy County Manager Korena Weichel's efforts were highlighted in implementing this initiative.

County Manager Cummings addressed comments made by the Board regarding the recreation master plan. He clarified that the plan represents a collection of recommendations gathered through extensive public engagement efforts. Acknowledging the diverse opinions and priorities expressed by both commissioners and members of the public, he emphasized that investment decisions will be made within the broader context of the County's capital and operational needs.

Mr. Cummings concluded by expressing gratitude for the work done on both projects by staff and the valuable input provided by commissioners and the public during the public engagement process. He indicated his anticipation for future investment decisions based on the recommendations outlined in the recreation master plan.

COUNTY ATTORNEY'S REPORT

Attorney Wrenn announced that he had an economic development matter for closed session.

PRESENTATIONS BY COUNTY BOARD MEMBERS

Commissioner May addressed several topics during the meeting. First, he mentioned the upcoming Veterans Appreciation event scheduled for Saturday, March 9th at 2:00 p.m. at the Granville Expo Center with the theme "I Am the American Flag." He encouraged commissioners and members of the public to attend. Secondly, Commissioner May noted the approval of the CAMPO corridor study, particularly focusing on Highways 56, 50, and parts of 98 in southern Granville, including secondary roads. Thirdly, he raised concerns about the trash and litter

problems in the County and proposed a meeting with the County Manager to discuss potential solutions. He mentioned the challenges of prosecuting littering cases and highlighted the issue of liability associated with community service as a punishment. Commissioner May suggested exploring educational initiatives, collaboration with Granville County Public Schools, and improvements to convenience centers to address the problem.

Commissioner Gooch thanked everyone for coming out to the meeting and then thanked Attorney Wrenn for answering questions about tax matters. He noted that there is information on the County website regarding the Present-Use Value Program and property tax relief regarding low-income eligibility and other exclusions. He noted that the municipalities share the concerns, and they want everyone to live here.

Commissioner Jay expressed gratitude to everyone who made public comments during the meeting. He echoed Commissioner Gooch's sentiment that they all aim to live and grow old together in Granville County without running anyone away. Commissioner Jay agreed with Mr. Oldenburg's concern about the length of early voting, noting his personal experience with the long 15-day period and expressing hope for legislative action to address it. Additionally, he supported reconsidering the placement of an early voting poll in the north end of the county, suggesting that placing one in Stovall could be beneficial.

Commissioner Hinman expressed gratitude to the various organizations that held Black History celebrations throughout the previous month. She mentioned attending several events and learning a lot, particularly noting a new perspective on the play "A Raisin in the Sun" after seeing part of it presented at a church event. Commissioner Hinman also agreed with the sentiment that early voting was excessively long with low turnout, acknowledging the strain it puts on both voters and poll workers.

Commissioner Cozart expressed gratitude to the County Manager for addressing the issues raised by the Board of Elections staff during the meeting. He also shared his enjoyment of attending the Career and Technical Education (CTE) recognition event at Granville County Public Schools. He then highlighted the remarkable achievements of the students and the importance of recognizing the teachers who support them in their endeavors. Overall, he expressed pride in the CTE program and its positive impact on the community.

Chair Karan agreed with Commissioner Cozart regarding the importance of career and technical education (CTE), stating that it is crucial for traditional public schools. He emphasized that not everyone needs to attend college, and there is a demand for skilled trades, which are often overlooked. Chair Karan shared an example of high labor charges, highlighting the need for skilled workers in various fields.

ANY OTHER MATTERS

There we no other matters.

CLOSED SESSION

Motioned by Commissioner Robert Williford, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board went into closed session as allowed by North Carolina General Statute 143-318.11(a)(4) for economic development matters at 9:27 p.m.

RETURN TO OPEN SESSION

Motioned by Commissioner Sue Hinman, seconded by Commissioner Robert Williford, and unanimously carried, the Board returned to open session at 10:01 p.m.

Board Approved 60-Day Due Diligence Extension of the Portman Industrial LLC Contract

Attorney Wrenn requested approval for a 60-day extension of the Portman Industrial LLC contract's due diligence period.

Motioned by Commissioner Tony W. Cozart, seconded by Commissioner Robert Williford, and unanimously carried, the Board approved a 60-day due diligence extension of the Portman Industrial LLC Contract.

ADJOURNMENT

Motioned by Commissioner Sue Hinman, seconded by Commissioner Robert Williford, and unanimously carried, the Board adjourned at 10:02 p.m.

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

ATTEST:

Timothy Karan, Chair



Granville County Administration

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

To: Board of Commissioners
From: Terry Hobgood
Department: Administration
Date: April 15, 2024
Title: Introduction of Grant Writer Jamie Oxendine

PURPOSE:

To introduce Granville County Grant Writer Jamie Oxendine.

BACKGROUND:

Jamie Oxendine was selected to serve as Granville County's first Grant Writer and began work on April 1, 2024. He brings thirteen years of grant writing experience to his new role, both as a private consultant and as Tribal Administrator and Executive Director of the Haliwa-Saponi Indian Tribe in Hollister, NC, and the Executive Director of the Black Swamp InterTribal Foundation in Ohio. Oxendine has experience with federal, state, and private foundation grants from agencies like the US Department of Housing and Urban Development, US Department of Treasury, the NC Department of Health and Human Services, the Blue Cross Blue Shield Foundation, National Endowment for the Humanities, and the National Congress of American Indians. Oxendine also has extensive experience as an educator working with Ohio University's Office of Diversity and Inclusion and with the Toledo, Ohio Public School District.

Granville County and the City of Creedmoor have partnered to make this Grant Writer position possible with Oxendine serving as a full-time Granville County employee but devoting 50 percent of his time to pursuing grants at the direction of the City of Creedmoor. As a result, Creedmoor contributes 50 percent of the funding for the Grant Writer salary and benefits package.

Oxendine will introduce himself to the Board of Commissioners.

ACTION TAKEN;



Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: April 15, 2024
Title: **Child Abuse Prevention Month Proclamation**

PURPOSE:

To present a proclamation regarding Child Abuse Prevention Month.

BACKGROUND:

April is Child Abuse Prevention Month. There is a connection between a happy childhood and a hopeful future for every child. The Board will present a proclamation to LaToya Toussaint, DSS Director, and staff to bring awareness to and advocate for every child to ensure that they have a nurturing environment for a better future.

ATTACHMENTS:

Child Abuse Prevention Proclamation

ACTION TAKEN:

TIMOTHY KARAN
Chairman
District 6

JIMMY GOOCH
Vice-Chair
District 7

ZELODIS JAY
Commissioner
District 1

ROB WILLIFORD
Commissioner
District 2



SUE HINMAN
Commissioner
District 3

TONY W. COZART
Commissioner
District 4

RUSS MAY
Commissioner
District 5

BOARD OF COMMISSIONERS

104 Belle Street
Oxford, NC 27565

Proclamation Recognizing Child Abuse Prevention Month

WHEREAS, children are our state's most vulnerable members as well as our state's most valuable resources, helping to shape the future of North Carolina; and

WHEREAS, childhood trauma can have long-term psychological, emotional, and physical effects throughout an individual's lifetime and impact future generations of their family; and

WHEREAS, childhood trauma, including abuse and neglect, is a serious problem affecting every community, and finding solutions requires input and action from everyone; and

WHEREAS, children who live in families with access to concrete economic and social supports are less likely to experience abuse and neglect; and

WHEREAS, nurture positive childhoods and preventing child maltreatment is possible because of the partnerships created between families, prevention advocates, child welfare professionals, education, health, community, and faith-based organizations, businesses, law enforcement agencies, and local, state, and national governments; and

WHEREAS, we acknowledge that in order to solve the public health issue of abuse and neglect we must work together to change hearts and mindsets through storytelling and sharing, center the needs of families, break down bias and barriers, and inspire action from expected and unexpected partners; and

WHEREAS, we are committed to advancing equitable, responsive, and effective systems that ensure all children and families are healthy and thriving; and

WHEREAS, we recognize the need to prioritize kids and invest in more prevention initiatives like home visiting and family-strengthening policies, economic supports, and community-based child abuse prevention programs at the national, state, and local levels.

NOW, THEREFORE, the Granville County Board of Commissioners does hereby proclaim April as Child Abuse Prevention Month in Granville County and urge all citizens to recognize this month by building a narrative of hope for children and families through collaboration and the creation of an ecosystem of primary prevention that does not currently exist in this country.

This 15th day of April 2024.

Attest:

Debra A. Weary
Clerk to the Board

Timothy Karan, Chair
Granville County Board of Commissioners



Granville County

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

To: Board of Commissioners
From: Kathy May
Department: Senior Services
Date: April 15, 2024
Title: Senior Services Library Board Update

PURPOSE:

To hear an update from the Granville County Senior Services Advisory Board.

BACKGROUND:

The Senior Services Advisory Committee develops policy, advises of appropriate actions, and makes recommendations to the County Commissioners.

Chairman David Smith will present.

District 1: Bessie Bailey, Leroy Anderson
District 2: Hattie Jean Overton, Ginnie Currin, David Smith
District 3: Vacant
District 4: Harriet Morton, Dorothy Lyon
District 5: Carol Jo Harris
District 6: Richard Lyon (lives in District 7)
District 7: Vickie Smoak,
Commissioner Liaison: Jimmy Gooch

ATTACHMENTS:

Granville County Library System Update

ACTION TAKEN:



Board of Commissioners
Regular Meeting

April 15, 2024

Granville County Senior Services Advisory Board Update



Advisory Board

- District 1: Bessie Bailey, Leroy Anderson
- District 2: Hattie Jean Overton, Ginnie Currin, David Smith
- District 3: Vacant
- District 4: Harriet Morton, Dorothy Lyon
- District 5: Carol Jo Harris
- District 6: Richard Lyon (lives in District 7)
- District 7: Vickie Smoak,
- Commissioner Liaison: Jimmy Gooch

Representatives must be 50 years or older or represent a community agency.



Responsibilities of Committee Members

- Attend Committee meetings as scheduled; normally held the 4th Monday of every other month, beginning in January of each year.
- Serve as a liaison between senior center participants and staff.
- Serve as a sounding board for the Senior Services Director by sharing, approving and/or rejecting program ideas, fund-raising ideas, and ideas on areas of need.
- Serve as an ambassador for Senior Services by helping to raise awareness about the senior centers and the services offered.

Responsibilities | Senior Services Advisory | April 15, 2024



Granville County Senior Services Philosophy:

Granville County Senior Centers are community focal points for older adults and their families.

We exist to provide programs and services for the older population of Granville County.

Philosophy | Senior Services Advisory | April 15, 2024



Senior Services Philosophy (cont'd):

We understand that seniors have different levels of functioning (from the well, active senior to the frail, homebound senior) and that it is our charge to have programs and services to serve all.

It is our strong belief that our seniors and their families should always be treated with kindness and patience, and that our staff should go beyond reasonable expectations to provide assistance.

Philosophy | Senior Services Advisory | April 15, 2024



Focus Areas

- Progress and design of the North Granville Senior Center.
- Increasing volunteer power for the home delivered meal program.
- Senior center programming.

Focus Areas | Senior Services Advisory | April 15, 2024



Upcoming Focus Areas

- Future needs for the South Granville Senior Center.
- Increasing volunteer power for the home delivered meal program (never ending need).
- Senior Center programming.

Upcoming Focus Areas | Senior Services Advisory | April 15, 2024



Questions?



Granville County Administration

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: April 15, 2024
Title: **Public Comments**

PURPOSE:

The Granville County Board of Commissioners is committed to allowing members of the public an opportunity to offer comments and suggestions for the efficient and effective administration of government.

Public comments are limited to 3 minutes.

ACTION TAKEN:



Granville County

Finance

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

To: Board of Commissioners
From: Steve McNally
Department: Finance
Date: April 15, 2024
Title: **Approval of Final Resolution for Financing for North Granville Senior Center**

PURPOSE:

To consider a final resolution approving the planned financing for the North Granville Senior Center.

BACKGROUND:

The County has worked for several years to develop a new North Granville Senior Center in Stovall, and those plans are coming to fruition. The County received construction bids on the project in late March, and the construction bids received will allow the project to proceed as budgeted. At its meeting on April 1, the Board held the legally required public hearing on the financing and adopted a resolution providing preliminary approval for the financing plan. As part of that approval, the Board made a tentative decision to proceed with financing offered by Capital One Public Funding, LLC ("COPF").

Tonight's requested action is the final action required of the Board for project financing.

The County plans to finance the senior center construction through an installment financing, as provided under State law. In an installment financing, the County's repayment obligation is secured by a mortgage-type interest in all or part of the property being financed, but not by any pledge of the County's taxing power or any specific revenue stream. In this case, the new senior center will serve as the collateral. The County frequently uses the installment financing tool on other projects.

The North Carolina Local Government Commission (LGC) must approve the County's financing plan. The LGC is a division of the State Treasurer's office that oversees substantially all local government borrowings. County staff has been in contact with the LGC staff and expects routine approval at the LGC's May 7 meeting.

Tonight's resolution (a) makes a final resolution to proceed with the financing, (b) formally approves the COPF financing proposal, (c) approves the substantially final financing documents presented to the Board, and (d) authorizes staff to proceed to close the financing. By approving the resolution, the Board approves all these components; we need only one motion to approve the resolution.

The various parties are working toward a May 16 loan closing.

FUNDING:

The COPF proposal provides for a loan of up to \$3 million, a 20-year financing term and a fixed annual interest rate of 4.67%. Along with County funds on hand previously designated for the project, the financing proceeds will allow the project to proceed as budgeted.

RECOMMENDATION:

The County Manager and the Finance Officer recommend that the Board adopt the attached resolution in support of the financing in the form presented.

ATTACHMENTS:

Proposed resolution providing final Board approval to finance up to \$3,000,000 for the North Granville Senior Center Project
Draft installment financing contract
Draft deed of trust

ACTION TAKEN:

s☆h draft of April 9

Prepared by and return after recording to:

Robert M. Jessup Jr.
Sanford Holshouser LLP
209 Lloyd St., Suite 350
Carrboro, NC 27510

STATE OF NORTH CAROLINA)	The collateral is or includes fixtures.
)	
GRANVILLE COUNTY)	This Deed of Trust secures future advances.

Brief description: North Granville Senior Center, Stovall

THIS DEED OF TRUST AND SECURITY AGREEMENT (this "Deed of Trust") is dated as of May 16, 2024, and is granted by **GRANVILLE COUNTY, NORTH CAROLINA**, a political subdivision of the State of North Carolina (the "County"), to **Matthew J. Davis**, as trustee (the "Deed of Trust Trustee"), for the benefit of **CAPITAL ONE PUBLIC FUNDING, LLC** (the "Lender").

Introduction

The Lender is advancing [\$3,000,000] to the County under an Installment Financing Contract dated as of May 16, 2024 (the "Financing Contract"), between the County and the Lender. The County will use these funds, together with other available funds, to carry out a plan to design, construct and finance a new senior center, to be known as the North Granville Senior Center.

The Lender requires the County to secure its obligations under the Financing Contract by this conveyance of the senior center and its related real property, as described in Exhibit A, and the other "Mortgaged Property," as defined below.

The Mortgaged Property includes the property described in Exhibit A. The County is the record owner of the property described in Exhibit A.

This Deed of Trust is given to secure current advances under the Financing Contract of [\$3,000,000] as well as potential future advances as described in Section 1-3. The time during which the future advances may be made is ten years from May 16, 2024. The current scheduled date for final repayment is on or about April 1, 2044.

NOW, THEREFORE,

(1) in consideration of the execution and delivery of the Financing Contract and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge,

(2) to secure the County's performance of all its covenants under this Deed of Trust and under the Financing Contract, including the repayment of amounts advanced under the Financing Contract, and

(3) to charge the Mortgaged Property with this payment and performance,

the County sells, grants and conveys to the Deed of Trust Trustee, his successors and assigns forever, in trust, with power of sale, the following (collectively, the "Mortgaged Property"):

(a) the property described in Exhibit A and any real property later acquired by the County in exchange for, or in consideration of the exchange of, or with the proceeds from any disposition of, all or any part of any property described in this paragraph, and in all cases together with all easements, rights, rights-of-way and appurtenances belonging to any of that property (collectively, the "Pledged Site"); and

(b) all buildings and other improvements and fixtures (including any "Fixtures," as defined in Section 1-4) now or later attached to or used in or on those improvements or the Pledged Site, including (i) all renewals, replacements, and additions, (ii) all articles in substitution, (iii) all building materials for construction, improvement, modification or repair of improvements upon their delivery to the Pledged Site, and (iv) all proceeds of all the foregoing in whatever form resulting from the loss or disposition of the foregoing, including all proceeds of and unearned premiums for any insurance policies covering the Pledged Site and the improvements, proceeds of title insurance and payments related to the exercise of condemnation or eminent domain authority, and all judgments or settlements in lieu of any of the foregoing (collectively, the "Pledged Facilities");

TO HAVE AND TO HOLD the Mortgaged Property with all privileges and appurtenances belonging thereto, to the Deed of Trust Trustee, his successors and assigns forever, upon the trusts, terms and conditions and for the purposes set out below, in fee simple in trust;

SUBJECT, HOWEVER, to the existing encumbrances described in Exhibit B;

BUT THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST: if the County pays and satisfies its "Obligations," as defined below, in full in accordance with the Financing Contract and this Deed of Trust, and the County complies with all the terms, covenants and conditions of the Financing Contract and this Deed of Trust, this conveyance will be null and void and the Lender will cancel it of record at the County's request and cost, and title will revert as provided by law;

BUT IF, HOWEVER, THERE OCCURS AN EVENT OF DEFAULT UNDER THE FINANCING CONTRACT, then the Lender will have the remedies provided for in this Deed of Trust, including directing the Deed of Trust Trustee to sell the Mortgaged Property under power of sale.

THE COUNTY COVENANTS AND AGREES with the Deed of Trust Trustee and the Lender (and their respective heirs, successors and assigns), in consideration of the foregoing, as follows:

1. Warranties of Title; Security Provided by this Deed of Trust

1-1 Warranties of Title. The County covenants with the Deed of Trust Trustee and the Lender that the County is seized of and has the right to convey the Mortgaged Property in fee simple, that the Mortgaged Property is free and clear of all liens and encumbrances other than Permitted Encumbrances (as defined in the Financing Contract), that title to the Mortgaged Property is marketable, and that the County will forever warrant and defend title to the Mortgaged Property (subject to the Permitted Encumbrances) against the claims of all persons.

1-2 Security for Payment and Performance. This County is delivering this Deed of Trust to secure all the County's obligations to the Lender related to the Mortgaged Property (the "Obligations"), including (a) the payment when due of all amounts payable under the Financing Contract and this Deed of Trust (the "Payment Obligations"), and (b) the County's timely compliance with all terms, covenants and conditions of the Financing Contract and this Deed of Trust.

1-3 Present and Future Advances. This Deed of Trust is executed to secure all the County's present and future obligations to the Company related to the Mortgaged Property. The making of future advances is subject to the terms and conditions of the Financing Contract and this Deed of Trust. The amount of the present obligations secured by this Deed of Trust is [\$3,000,000]. The total principal amount of obligations to repay borrowed money that may be secured by this Deed of Trust at any one time is \$6,000,000. The period within which future obligations may be incurred is 10 years from May 16, 2024.

The provisions in this Deed of Trust for future advances are made only to facilitate the possible financing of additions or improvements to the Financed Facilities, the refinancing of the present obligations or otherwise as provided under the Financing Contract. As of the date of this Deed of Trust there is no agreement or obligation by the County to borrow, or for any person to lend, any additional funds beyond the [\$3,000,000] that constitutes the present obligations.

1-4 Security Interest in Fixtures. This Deed of Trust is intended to be a security agreement pursuant to the Uniform Commercial Code as in effect in North Carolina for the "Fixtures," as defined below. The County grants to the Lender and the Deed of Trust Trustee a security interest in the Fixtures to secure the Obligations.

The County agrees to execute, deliver and file, or cause to be filed, in such place or places as may be requested by the Lender or the Deed of Trust Trustee, financing statements (including any continuation statements) in whatever form either party may reasonably request to evidence the security interest provided for in this Section. Upon the occurrence of an Event of Default under this Deed of Trust or the Financing Contract, the Lender or the Deed of Trust Trustee is entitled to exercise all rights and remedies of a secured party under the Uniform Commercial Code as in effect in North Carolina and may proceed as to the Fixtures in the same manner as provided in this Deed of Trust for the real property.

The "Fixtures" are all items of personal property attached or affixed to the Pledged Facilities in such a manner that removing the items would cause damage to the Pledged Facilities. The Fixtures may include plumbing, heating, lighting, electrical, laundry, ventilating, refrigerating, incinerating, air-conditioning, fire and theft protection and sprinkler equipment, including all renewals and replacements thereof and all additions thereto, and all articles in substitution thereof, and all proceeds of all the foregoing in whatever form.

The County is not obliged to renew, repair or replace any undesirable or unnecessary Fixture. If the County determines that any Fixture has become undesirable or unnecessary, the County may remove that Fixture from the Pledged Facilities and sell, trade-in, exchange or otherwise dispose of it (as a whole or in part), with an amount equivalent to the fair market value of the Fixture as removed becoming Net Proceeds and subject to the provisions of Section 6.2 of the Financing Contract.

With respect to those items of the Mortgaged Property that are or are to become Fixtures, this Deed of Trust constitutes a financing statement filed as a fixture filing. The County agrees that the security interest in the Fixtures granted in this Section 1-4 is in addition to, and not in lieu of, any security interest in the Fixtures acquired by real property law. The fixtures are located on the land described on Exhibit A, and the County is the record owner of that land. The name and address of the County, as debtor, and the Lender, as secured party, are set forth in Section 6-1.

1-5 County's Obligation Limited. Notwithstanding any other provision of this Deed of Trust, the parties intend that this transaction will comply with North

Carolina General Statutes Section 160A-20. No deficiency judgment may be entered against the County in violation of Section 160A-20.

No provision of this Deed of Trust is to be construed or interpreted as creating a pledge of the County's faith and credit within the meaning of any constitutional debt limitation. No provision of this Deed of Trust should be construed or interpreted as an illegal delegation of governmental powers, nor as an improper donation or lending of the County's credit within the meaning of the North Carolina constitution. The County's taxing power is not and may not be pledged, directly or indirectly contingently, to secure any moneys due under this Deed of Trust.

No provision of this Deed of Trust restricts the County's future issuance of any of its bonds or other obligations payable from any class or source of the County's moneys (except to the extent the Financing Contract and this Deed of Trust restrict the incurrence of additional obligations secured by the Mortgaged Property).

Nothing in this Section is intended to impair or prohibit foreclosure on this Deed of Trust if the Payment Obligations are not paid when due or otherwise upon the occurrence of an Event of Default under this Deed of Trust or the Financing Contract.

To the extent of any conflict between this Section and any other provision of this Deed of Trust, this Section takes priority.

1-6 Construction Mortgage. The security interest evidenced by this Deed of Trust is a "construction mortgage" with respect to the Pledged Facilities within the meaning of Section 25-9-334 of the North Carolina General Statutes.

2. No Transfers; Provision for Releases; Grants of Easements and Similar Interests

2-1 No Transfers; Due on Sale Clause. The County shall not sell, transfer or encumber any interest in any Mortgaged Property, except as otherwise permitted by the Financing Contract or this Deed of Trust. This prohibition applies whether the sale, transfer, or encumbrance is of a legal or an equitable interest, is voluntary, involuntary, by operation of law, or otherwise, and includes any encumbrance that is not a Permitted Encumbrance. the Lender may take any action it deems appropriate

to prevent or rescind any unauthorized sale, transfer or encumbrance. The Lender may, at its option, require the immediate payment in full of the Installment Payments and all other amounts secured by this Deed of Trust upon the sale, transfer, conveyance or encumbrance of all or any part of the Mortgaged Property, or any legal or beneficial interest in the Mortgaged Property, without the Lender's prior written consent

2-2 Provision for Releases. (a) The Lender is required, upon the County's direction and at any time, to execute and deliver all documents necessary to effect the release of all or any portion of the Mortgaged Property from the lien of this Deed of Trust upon the County's compliance with the requirements of this Section. No consent or acknowledgment by the Deed of Trust Trustee is required for any release under this Section. The Lender is not, however, required to release any property under this Section during the continuation of an Event of Default.

(b) To obtain a release of a portion of the Mortgaged Property, the County must file with the Lender the following items:

- (i) a County Certificate stating that (A) no Event of Default is continuing, (B) the release will not materially impair the intended use of the property remaining subject to this Deed of Trust, and (C) the release complies with the requirements of this Section;
- (ii) a copy of the proposed instrument of release;
- (iii) a direction to the Lender to execute and deliver the instrument; and
- (iv) evidence of compliance with (c) or (d) below.

(c) In the case of a proposed release of all the Mortgaged Property, the County must pay to some fiduciary reasonably acceptable to the Lender an amount (i) that is sufficient to provide for the payment in full of the entire outstanding balance of the Amount Advance and (ii) that is required to be used for that payment, all as must be reasonably acceptable to the Lender.

(d) In the case of a proposed release of a portion (but less than all) of the Mortgaged Property, the County must provide evidence to the Lender that the appraised, taxable or insured value (and the County may provide different evidence

for different portions) of that portion of the Mortgaged Property that is proposed to remain subject to the lien of this Deed of Trust will not be less than 50% of the aggregate principal component of the Payment Obligations that is outstanding at the time the release is effected.

2-3 Grants of Easements and Similar Interests. The County may make the following grants and dispositions, so long as the grant or disposition will not materially impair the County's intended use of the Pledged Facilities, and without regard to Section 2-1 or 2-2.

(a) The County may from time-to-time grant easements, licenses, rights-of-way and other similar rights with respect to any part of the Mortgaged Property, and the County may release similar interests, with or without consideration.

(b) The County may dispose of any undesirable or unnecessary Fixture as provided in Section 1-4.

(c) The County may dispose of any portion of the Mortgaged Property that constitutes property used or useful for public utility purposes, with or without consideration and in the County's discretion, but only to a public operator of utility systems that will use the transferred property in providing service to any County property. For a disposition under this subsection, the County must first notify the Lender of the planned transfer and certify to the Lender that the transfer will not materially impair the County's intended use of the Pledged Facilities.

3. County's Payment Obligation; Lender's Advances

3-1 Satisfaction of Obligations; Compliance with Covenants. The County will pay the Payment Obligations as and when the same become due and payable in the manner set forth in this Deed of Trust and in the Financing Contract, and will comply in all respects with all the terms of this Deed of Trust and the Financing Contract so as to satisfy all of its other Obligations.

3-2 Payment of Legal Fees and Costs. (a) If the Deed of Trust Trustee or the Lender employs an attorney to assist in the enforcement or collection of any Obligations, or if the Deed of Trust Trustee or the Lender voluntarily or otherwise becomes a party to any suit or legal proceeding (including a proceeding conducted

under any state or federal bankruptcy or insolvency statute) to protect the Mortgaged Property, to protect the lien of this Deed of Trust, or to enforce or collect any Obligations, then the County will pay all reasonable legal fees and costs incurred (whether or not any suit or proceeding is commenced). All those fees and costs (together with interest at the annual rate of 4.00%) are secured as Obligations under this Deed of Trust.

(b) If any suit or proceeding described in subsection (a) is adverse to the County, however, then the County has this liability only if the Deed of Trust Trustee or the Lender, as the case may be, is a prevailing party in the suit or proceeding.

3-3 Advances for Performance of County's Obligations. If the County fails to perform any of its obligations under the Financing Contract or this Deed of Trust, then the Deed of Trust Trustee and the Lender are authorized, but not obligated, to perform the obligation or cause it to be performed. All those fees and costs, together with interest at the annual rate of 4.00%, are secured as Obligations under this Deed of Trust.

4. The Deed of Trust Trustee

4-1 Deed of Trust Trustee's Liability. The Deed of Trust Trustee will suffer no liability by virtue of his acceptance of this trust except as may be incurred because of any failure on his part to account for the proceeds of any sale under this Deed of Trust.

4-2 Substitute Trustees. If any Deed of Trust Trustee dies, becomes incapable of acting or renounces the trust, or if for any reason the Lender desires to replace any Deed of Trust Trustee, then the Lender has the unqualified right to appoint one or more substitute or successor Deed of Trust Trustees by instruments filed for registration in the office of the Register of Deeds where this Deed of Trust is recorded. Any removal or appointment may be made at any time without notice, without specifying any reason, and without any court approval. Any appointee becomes vested with title to the Mortgaged Property and with all rights, powers, and duties conferred upon the Deed of Trust Trustee by this Deed of Trust in the same manner and to the same effect as if that Deed of Trust Trustee were named as the original Deed of Trust Trustee.

5. Defaults and Remedies; Foreclosure

5-1 Defaults and Remedies. During the continuation of an Event of Default under the Financing Contract, the Lender may pursue its rights and remedies as provided under the Financing Contract and this Deed of Trust.

5-2 Foreclosure; Sale under Power of Sale.

(a) *Right to foreclosure or sale.* During the continuation of an Event of Default, at the Lender's request, the Deed of Trust Trustee must foreclose this Deed of Trust by judicial proceedings or, at the Lender's option, the Deed of Trust Trustee must sell (and is empowered to sell) all or any part of the Mortgaged Property at public sale to the last and highest bidder for cash (free of any equity of redemption, homestead, dower, curtesy or other exemption, all of which the County expressly waives to the extent permitted by law) after compliance with applicable State laws relating to foreclosure sales under power of sale. The Deed of Trust Trustee will execute and deliver a proper deed or deeds to the successful purchaser at the sale. If only a part of the Mortgaged Property is sold, the partial sale in no way adversely affects the lien created by this Deed of Trust against the remainder.

(b) *Lender's Bid.* The Lender may bid and become the purchaser at any sale under this Deed of Trust. Instead of paying cash, the Lender may make settlement for the purchase price by crediting against the Payment Obligations the bid price net of sale expenses, including the Deed of Trust Trustee's commission, and after payment of any taxes and assessments as may be a lien on the Mortgaged Property superior to the lien of this Deed of Trust (unless the Mortgaged Property is sold subject to those liens and assessments, as provided by law).

(c) *County's Bid.* The County may bid for all or any part or parts of the Mortgaged Property at any foreclosure sale. The County, however, may not bid less than an amount sufficient to provide for full payment of the Payment Obligations, unless the Lender consents in writing.

(d) *Successful bidder's deposit.* At any sale, the Deed of Trust Trustee may, at his option, require any successful bidder (other than the Lender) immediately to make a deposit with the Deed of Trust Trustee against the successful bid in the form

of cash or a certified check in an amount of up to 5% of the sale price. The advertised notice of sale need not include notice of this requirement.

(e) *Application of sale proceeds.* The Deed of Trust Trustee must apply the proceeds of any foreclosure sale in the manner and in the order prescribed by State law. The parties agree (i) that the sale expenses will include a commission to the Deed of Trust Trustee equal to one-half of one percent of the gross sales price (but not exceeding a total of \$25,000) for all services performed by the Deed of Trust Trustee under this Deed of Trust, and (ii) that any sale proceeds remaining after the payment of all obligations and the prior application of the proceeds in accordance with State law will be paid to the County.

5-3 Possession of Mortgaged Property during Default. During the continuation of an Event of Default, upon the Lender's demand the County must deliver possession of the Mortgaged Property to the Lender. In addition, the County must surrender possession of the Mortgaged Property to the purchaser of the Mortgaged Property at any judicial or foreclosure sale under this Deed of Trust.

During the continuation of an Event of Default, the Lender, to the extent permitted by law, is also authorized to (a) take possession of the Mortgaged Property, with or without legal action, (b) lease the Mortgaged Property, (c) collect all rents and profits from the Mortgaged Property, with or without taking possession of the Mortgaged Property, and (d) after deducting all costs of collection and administration expenses, apply the net rents and profits to the payment of necessary maintenance and insurance costs, and then apply all remaining amounts to the County's account and in reduction of the Payment Obligations. The Lender will be liable to account only for rents and profits it actually receives.

5-4 No Remedy Exclusive; Delay not Waiver. All remedies under this Deed of Trust are cumulative and may be exercised concurrently or separately. The exercise of any one remedy is not an election of that remedy as an exclusive remedy, nor does the exercise of one remedy preclude the exercise of any other remedy. If any Event of Default occurs and is later waived by the other party or parties, that waiver is limited to the particular default waived and does not constitute a waiver of any other default. Every power or remedy given by this Deed of Trust to the Deed of Trust Trustee or the Lender may be exercised from time to time as often as may be deemed expedient by the Deed of Trust Trustee or the Lender.

6. Additional Provisions

6-1 Notices.

(a) Any communication provided for in this Deed of Trust must be in English and must be in writing. "Writing" includes facsimile transmission and electronic mail.

(b) For the purposes of this Deed of Trust, any communication sent by facsimile transmission or electronic mail will be deemed to have been given on the date the communication is similarly acknowledged by a County Representative (in the case of the County) or other authorized representative (in the case of any other party). No communication will be deemed given or effective without that acknowledgment.

(c) Any other communication under this Deed of Trust will be deemed given on the delivery date shown on a United States Postal Service certified mail receipt, or a delivery receipt (or similar evidence) from a national commercial package delivery service, if addressed as follows:

- (i) if to the County, to County Manager, Granville County, Attention: Notice under 2024 Senior Center Financing Deed of Trust, 104 Belle Street, Oxford, NC 27565
- (ii) if to the Deed of Trust Trustee, to Matthew J. Davis, as trustee, Pope Flynn, LLC, 112 S. Tryon St., Suite 1500, Charlotte, NC 28284
- (iii) if to the Lender, to Capital One Public funding, LLC, Attn: Catherine DeLuca, 1307 Walt Whitman Rd., 3rd Floor, Melville, NY 11747

(c) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others. The County must send copies of any notices it sends to the Deed of Trust Trustee also to the Lender.

6-2 Successors. This Deed of Trust is binding upon, will inure to the benefit of, and is enforceable by the County, the Deed of Trust Trustee and the Lender, and their respective successors and assigns.

6-3 No Marshalling. The County waives all rights to require marshalling of assets in connection with the exercise of any remedies provided in this Deed of Trust or as permitted by law.

6-4 Definitions; Interpretation. All capitalized terms used in this Deed of Trust and not otherwise defined have the meanings ascribed to them in the Financing Contract. The rules for interpretation set out in Exhibit A to the Financing Contract also apply to this Deed of Trust.

6-5 Governing Law; Forum. The County, the Lender and the Deed of Trust Trustee intend that North Carolina law will govern this Deed of Trust and all matters of its interpretation. To the extent permitted by law, the County, the Lender and the Deed of Trust Trustee agree that any action brought with respect to this Deed of Trust must be brought in the North Carolina General Court of Justice in Granville County, North Carolina.

6-6 Limitation of Liability of Officers and Agents. No officer, agent or employee of the County, the Lender or the Deed of Trust Trustee will be subject to any personal liability or accountability by reason of the execution of this Deed of Trust or any other documents related to the transactions contemplated by this Deed of Trust. Those officers or agents are deemed to execute documents in their official capacities only, and not in their individual capacities. This Section does not relieve any officer, agent or employee from the performance of any official duty provided by law.

6-7 Covenants Run with the Land. All covenants contained in this Deed of Trust run with the real estate encumbered by this Deed of Trust.

6-8 Further Instruments. Upon the request of the Lender or the Deed of Trust Trustee, the County will execute, acknowledge and deliver any further instruments reasonably necessary or desired by the Lender or the Deed of Trust Trustee to carry out more effectively the purposes of this Deed of Trust or any other document related to the transactions contemplated by this Deed of Trust, and to subject to the liens and security interests of this Deed of Trust all or any part of the

Mortgaged Property intended to be given or conveyed, whether now given or conveyed or acquired and conveyed subsequent to the date of this Deed of Trust.

6-9 Severability. If any provision of this Deed of Trust is determined to be unenforceable, that will not affect any other provision of this Deed of Trust.

6-10 Non-Business Days. If the date for making any payment, or the last day for performance of any act or the exercising of any right, is not a Business Day, that payment may be made, or act performed or right exercised, on or before the next succeeding Business Day.

6-11 Entire Agreement; Amendments. This Deed of Trust, together with the Financing Contract, constitutes the County's entire agreement with the Lender and the Deed of Trust Trustee with respect to its general subject matter. This Deed of Trust may not be changed without the written consent of the County and the Lender, but the consent of the Deed of Trust Trustee is not required.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the County has caused this instrument to be signed, sealed and delivered as of May 16, 2024.

ATTEST: (SEAL)

**GRANVILLE COUNTY,
NORTH CAROLINA**

Debra Weary
Clerk, Board of Commissioners

By: _____
Drew Cummings
County Manager

* * * * *

**STATE OF NORTH CAROLINA;
GRANVILLE COUNTY**

I, a Notary Public of such County and State, certify that Drew Cummings and Debra Weary personally came before me this day and acknowledged that they are the County Manager and the Clerk of the Board of Commissioners, respectively, of Granville County, North Carolina, and that by authority duly given and as the act of such County, the foregoing instrument was signed in the County's name by such County Manager, sealed with its corporate seal and attested by such Clerk.

WITNESS my hand and official stamp or seal, this ____ day of May, 2024.

[SEAL]

Notary Public

My commission expires: _____

[Deed of Trust and Security Agreement
for the benefit of First National Bank,
dated as of May 16, 2024]

EXHIBIT A - Pledged Site Description

EXHIBIT B -- Existing Encumbrances

Resolution Providing Final Board Approval To Finance up to \$3,000,000 for the North Granville Senior Center Project

Introduction --

Granville County has previously determined to carry out a plan (the “Project”) to acquire, construct and finance the planned North Granville Senior Center.

The County has also determined to finance Project costs through an installment financing, as authorized under Section 160A-20 of the General Statutes. In an installment financing, the County’s repayment obligation is secured by a mortgage-type interest in all or part of the property being financed, but not by any pledge of the County’s taxing power or any specific revenue stream. In this case, the new Senior Center will serve as the collateral

The County has solicited competitive proposals from banks and other financial institutions to provide the desired financing, and staff recommends the County accept the proposal from Capital One Public Funding, LLC (the “Lender”).

The County’s Finance Officer has made available to this Board the draft agreements listed on Exhibit A (the “Agreements”), which relate to the County’s carrying out the financing plan.

In this resolution, the Board formally approves the Lender’s proposal and other financing terms, approves substantially final documents, and authorizes County representatives to complete the financing.

The Board of Commissioners of Granville County, North Carolina, RESOLVES as follows:

1. *Determination To Proceed with Financing* – The County confirms its plans to undertake the Project. The County will carry out the Project with financing from the Lender substantially in accordance with a financing proposal dated March 21, 2024.

Under the financing plan, the Lender will make funds available to the County for use on Project costs. The County will repay the amount advanced, with interest, over time. The County will grant to the Lender a mortgage-type interest in the new Senior Center (and its associated real property) to secure the County's repayment obligation.

2. *Approval of Agreements; Direction To Execute Agreements* – (a) The Board approves the forms of the Agreements submitted to this meeting. The Board authorizes the Board's Chair and the County Manager, or either of them, to execute and deliver the Agreements in their final forms. The Agreements in their respective final forms must be in substantially the forms presented, with such changes as the Chair or the County Manager may approve. The execution and delivery of any Agreement by an authorized County officer will be conclusive evidence of that officer's approval of any changes.

(b) The Agreements in final form, however, must be consistent with the financing plan described in this resolution and must provide (a) for the amount financed by the County not to exceed \$3,000,000, (b) for an annual interest rate not to exceed 4.67% (in the absence of default, or a change in tax status, as described in the draft Agreements), and (c) for a financing term not to extend beyond December 31, 2044.

3. *Officers To Complete Closing* – The Board authorizes the County Manager, the Finance Officer and all other County officers and employees to take all proper steps to complete the financing in cooperation with the Lender and in accordance with this resolution.

The Board authorizes the County Manager to hold executed copies of all financing documents authorized or permitted by this resolution in escrow on the County's behalf until the conditions for their delivery have been completed to that officer's satisfaction, and then to release the executed copies of the documents for delivery to the appropriate persons or organizations.

Without limiting the generality of the foregoing, the Board authorizes the County Manager to approve changes to any documents previously signed by County officers or employees, provided that the changes do not conflict with this resolution or substantially alter the intent from that expressed in the form originally signed. The

County Manager's authorization of the release of any document for delivery will constitute conclusive evidence of that officer's approval of any changes.

In addition, the Board authorizes the County Manager and the Finance Officer to take all appropriate steps for the efficient and convenient carrying out of the County's on-going responsibilities with respect to the financing of the Project. This authorization includes, without limitation, contracting with third parties for reports and calculations that may be required under this resolution or otherwise with respect to the financing, and making appropriate payments prior to the loan closing for costs related to the financing and the Project. This authorization specifically permits the County Manager to make further agreements or covenants on behalf of the County regarding the custody and investment of financing proceeds. The County Manager's authorization of the release of any instrument for delivery will constitute conclusive evidence of his approval of any changes.

4. Resolutions as to Tax Matters -- The County will not take or omit to take any action the taking or omission of which will cause its obligations to pay principal and interest under the Agreements to be "arbitrage bonds," within the meaning of Section 148 of the "Code" (as defined below), or "private activity bonds" within the meaning of Code Section 141, or otherwise cause interest components of the installment payments to be includable in gross income for federal income tax purposes. Without limiting the generality of the foregoing, the County will comply with any Code provision that may require the County at any time to pay to the United States any part of the earnings derived from the investment of the financing proceeds. In this resolution, "Code" means the United States Internal Revenue Code of 1986, as amended, and includes applicable Treasury regulations.

5. Additional Provisions -- The Board authorizes all County officers and employees to take all further action as they may consider necessary or desirable in furtherance of the purposes of this resolution. The Board ratifies all prior actions of County officers and employees to this end. Upon the absence, unavailability or refusal to act of the County Manager, the Chair or the Finance Officer, any other of those officers may assume any responsibility or carry out any function assigned in this resolution. The Board authorizes the Clerk to apply the County's seal, and to attest to the seal, on any document related to the purposes of this resolution. The Vice Chair or any Deputy or Assistant Clerk to the Board may in any event assume any responsibility or carry out any function assigned to the Chair or the Clerk,

respectively, in this resolution. All other Board proceedings, or parts thereof, in conflict with this resolution are repealed, to the extent of the conflict. This resolution takes effect immediately.

* * * * *

Exhibit A -- draft Agreements

(a) A draft dated April 9, 2024, of an Installment Financing Contract to be dated on or about May 16, 2024 (the "Financing Contract"), between the County and the Lender. The Financing Contract provides for the advance of funds to the County for the County's use on the Project, sets out the County's repayment obligation, and sets out the County's obligations regarding care for the collateral and other matters

(b) A draft dated April 9, 2024, of a Deed of Trust and Security Agreement to be dated on or about May 16, 2024, from the County to a deed of trust trustee for the Lender's benefit. The Deed of Trust provides for a security interest in the proposed senior center and its associated real property in favor of the Lender to secure the County's repayment obligation

s☆h draft of April 9

GRANVILLE COUNTY, NORTH CAROLINA

and

CAPITAL ONE PUBLIC FUNDING, LLC

INSTALLMENT FINANCING CONTRACT

Installment Financing Contract

THIS INSTALLMENT FINANCING CONTRACT (the "Contract") is dated as of May 16, 2024, and is between **GRANVILLE COUNTY, NORTH CAROLINA**, a political subdivision of the State of North Carolina (the "County"), and **CAPITAL ONE PUBLIC FUNDING, LLC** (the "Lender," as further defined in Exhibit A).

RECITALS:

The County has previously determined to carry out a plan (the "Project") to acquire, construct and finance a new senior center in the Northern part of the County. The Lender has agreed to advance funds to the County for this purpose.

This Contract provides for the Lender's advance of funds, and the County's obligation to repay the funds with interest. In accordance with the County's authority under Section 160A-20 of the North Carolina General Statutes, the County will secure its obligations under this Contract by granting to the Lender a security interest in the Pledged Facilities and the Pledged Site.

Unless the context clearly requires otherwise, capitalized terms used in this Contract and not otherwise defined have the meanings set forth in Exhibit A.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Contract, the parties agree as follows:

ARTICLE I **ADVANCE**

1.1. Advance. The Lender advances [\$3,000,000] (the "Amount Advanced") to the County, and the County accepts the Amount Advanced.

1.2. Form of Advance. The Lender will make this advance by making a deposit to an escrow fund as further described in [Escrow Agreement.]

ARTICLE II

CONTRACT PAYMENTS

2.1. Installment Payments. The County will repay the Amount Advanced by making Installment Payments at the times and in the amounts set forth in Exhibit B. As indicated in Exhibit B, the Installment Payments include designated interest components. The County will make its payments either by check or draft or by Federal Reserve wire transfer, or other transfer of immediately available United States funds, in any case sent on the payable date directly to the Lender to any address or bank account in the United States as the Lender may designate from time to time.

2.2. Additional Payments. The County will pay all Additional Payments on a timely basis directly to the person or entity to which it owes the payment. If the County fails to pay any Additional Payment when due, the Lender may (but is not required to) pay the Additional Payment. The County then agrees to reimburse the Lender for any Additional Payment paid by the Lender, together with interest at an annual rate of 4.00%. All Installment Payments and Additional Payments will be made in lawful money of the United States.

2.3. Prepayment. The County may prepay the outstanding principal component of the Amount Advanced, at its option on any date on or after April 1, 2034, in whole but not in part, by paying (a) all Additional Payments then due and payable, (b) all interest accrued and unpaid to the prepayment date, and (c) 100% of the outstanding principal component of the Amount Advanced. The County may not prepay principal of the Amount Advanced before April 1, 2034. The County must give the Lender 30 days' advance written notice of a prepayment.

(b) Any prepayment notice may state that the prepayment will take place only if a condition specified in the notice is satisfied on or before the proposed prepayment date. If a notice states a condition and the condition is not in fact satisfied, then the County must inform the Lender on or before the proposed prepayment date that the prepayment will not occur (unless the County at its option chooses to waive the condition). Interest on the unpaid balance of the Amount Advanced will continue to accrue as provided in this Agreement until the Lender receives full repayment of the Amount Advanced.

2.4. Interest Rate and Payment Adjustment. (a) Upon any "Rate Adjustment Event," as defined below, (i) the unpaid principal of the Amount Advanced will continue to be payable as shown in Exhibit B, but (ii) the interest on the Amount Advanced shall be recalculated, at an interest rate equal to an annualized interest rate of 7.00% to the date (retroactively, if need be) determined pursuant to the Rate Adjustment Event to be the date interest became includable in any Lender's gross income for federal income tax purposes. The County shall pay interest at each adjusted rate as in effect from time to time (subject to credit for interest previously paid) to each affected Lender, notwithstanding the fact that any particular Lender may not be in the same position as Lender on the date of a Rate Adjustment Event.

(b) Upon any Rate Adjustment Event, the Lender shall promptly prepare a substitute debt service schedule reflecting the new interest rate and resulting payment schedule, and deliver a copy of the new schedule to the County and to the LGC.

(c) The County shall additionally pay to all affected Lenders any interest, penalties or other charges assessed against or payable by such Lender and attributable to a Rate Adjustment Event, notwithstanding the prior repayment of the Amount Advanced in full or any transfer to another Lender. The County shall pay these amounts directly to the affected Lenders as Additional Payments.

(d) "Rate Adjustment Event" means (i) any action by the Internal Revenue Service (including the delivery of a deficiency notice) or any other federal court or administrative body or (ii) receipt by the Lender of an opinion of nationally-recognized bond counsel acceptable to the County, in either case determining in effect that interest on the Amount Advanced is includable in gross income for federal income tax purposes as a result of (A) any action the County takes, or fails to take, or (B) any representation made by the County being a misrepresentation.

2.5. No Reduction or Abatement. The County remains liable for full performance of all its covenants under this Contract and the Deed of Trust (subject to the limitations described in Article XII), notwithstanding the occurrence of any event or circumstances whatsoever, including any of the following:

(a) Any act or omission by the Lender, or the Lender's waiver of any right granted or remedy available to it;

(b) The forbearance or extension of time for payment or performance of any obligation under this Contract or the Deed of Trust, whether granted to the County or any other person;

(c) The sale or release of all or part of the Mortgaged Property or the release of any party who assumes all or any part of such performance; or

(d) Another party's assumption of any of the County's obligations under the Contract or this Deed of Trust.

There will be no abatement or reduction of the Installment Payments or Additional Payments by the County for any reason, including, but not limited to, any defense, recoupment, setoff, counterclaim, or any claim arising out of or related to the Pledged Sites or the Pledged Facilities. The County assumes and will bear the entire risk of completion, loss and damage to the Mortgaged Property from any cause whatsoever, it being the parties' intention that the Installment Payments will be made in all events unless the County's obligation to make Installment Payments is terminated as provided in this Contract.

2.6. Appropriations.

(a) The County will cause the officer who prepares the draft County budget initially submitted for County Board consideration to include in the initial proposal each year the amount of all Installment Payments and estimated Additional Payments coming due during the Fiscal Year to which the budget applies. Notwithstanding that the initial proposed budget includes an appropriation for Contract Payments, the County Board may determine not to include the appropriation (in whole or in part) in the final County budget for any Fiscal Year, or may amend an adopted budget to reduce or delete an approved appropriation.

(b) (i) If for any Fiscal Year the County adopts an annual budget that does not appropriate (for that purpose) an amount equal to the Installment Payments and estimated Additional Payments coming due during that Fiscal Year, then the County will send notice of this failure to the Lender and the LGC within ten days after the adoption of that budget.

(ii) If for any Fiscal Year the County has not adopted an annual budget that appropriates (for that purpose) an amount equal to the Installment Payments and

estimated Additional Payments coming due during that Fiscal Year within 15 days after the beginning of any Fiscal Year, then the County will send notice of this failure to the Lender and the LGC within an additional ten days.

(iii) Similarly, if at any time the County amends the annual budget to reduce the amounts appropriated for Contract Payments below the amounts expected to be required for the remainder of that Fiscal Year, then the County will send notice of this amendment to the Lender and the LGC within ten days.

(iv) The County shall send notices intended for the LGC to the attention of its Secretary, at 3200 Atlantic Avenue, Longleaf Building, Raleigh NC 27604.

ARTICLE III

COUNTY'S RESPONSIBILITIES

3.1. Care and Use. The County will use and care for the Mortgaged Property in a careful and proper manner. The County must keep the Mortgaged Property in good condition, repair, appearance and working order for the purposes intended.

3.2. Utilities. The County will pay all charges for utility services furnished to or used on or in connection with the Pledged Site and the Pledged Facilities.

3.3. Risk of Loss. The County bears all risk of loss to and condemnation of the Mortgaged Property.

3.4. Lender's Performance of County's Responsibilities. The Lender may, but is in no event required to, (a) undertake any performance required of the County or (b) make any payments required to be made by the County, in either case for the insurance, maintenance or preservation of the Mortgaged Property that the County fails to make or pay. The County will then reimburse the Lender for any payments and for any associated costs and expenses, legal or otherwise, together with interest at the annual rate of 4.00%.

3.5. Compliance with Requirements. The County will promptly and faithfully comply with all requirements of governmental authorities relating to the use or condition of the Mortgaged Property (or be diligently and in good faith contesting the requirements), if the violation of the requirement would adversely affect the

use, value or condition of the Mortgaged Property. This compliance (or contest) is required of the County whether or not any requirement necessitates structural changes or improvements or interferes with the County's use or enjoyment of the Mortgaged Property.

The County will in no event use the Mortgaged Property, or any portion, nor allow it to be used, (a) for any unlawful purpose, (b) in violation of any certificate of occupancy or other permit or certificate, or (c) in violation of any law, ordinance or regulation.

3.6. Use and Operation of Pledged Facilities. The County will use and operate the Pledged Facilities for their intended public purposes. The County will be solely responsible for the operation of the Pledged Facilities, and will not contract with any other person or entity for that operation. Unless required by applicable law or unless the Lender has otherwise agreed in writing, the County will not use the Mortgaged Property for any purposes other than those for which the property was intended as of the Closing Date.

3.7. Modification of Pledged Facilities; Installation of Equipment and Machinery. The County has the right to remodel the Pledged Facilities or make substitutions, additions, modifications and improvements to the Pledged Facilities, at its own cost and expense. These changes, however, must not damage the Pledged Facilities or result in the use of the Pledged Facilities for purposes substantially different from those contemplated on the Closing Date. Further, the Pledged Facilities, upon completion of the changes, must be of a value not less than the value of the Pledged Facilities immediately prior to making the changes. All additions, modifications and improvements within the boundaries of the Pledged Site become a part of the Mortgaged Property and subject to the lien of the Deed of Trust.

The County may also, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in or on the Pledged Facilities. Neither the Lender nor any assignee will have any interest in any property that is not a "Fixture" as defined in Section 1-4 of the Deed of Trust.

3.8. Taxes and Other Governmental Charges. If the Mortgaged Property (or any portion) is, for any reason, deemed subject to taxation, assessments or charges lawfully made by any government, the County will, during the Contract term, pay the amount of all those taxes, assessments and governmental charges as

Additional Payments. With respect to special assessments or other charges which may be lawfully paid in installments over a period of years, the County is obligated under this Contract only to provide for the installments that are required to be paid during the Contract term. The County must not allow any liens for taxes, assessments or governmental charges with respect to the Mortgaged Property (or any portion) to become delinquent, including any taxes levied upon the Lender's interest in the Mortgaged Property, or on any rentals or other revenues derived from the Mortgaged Property.

The County may, at its own expense and in its own name, in good faith contest any taxes, assessments and other charges. In the event of a contest, the County may permit the charges to remain unpaid during the period of the contest and any appeal. If, however, the Lender notifies the County that, in the opinion of independent counsel selected by the Lender, the security afforded pursuant to this Contract or the Deed of Trust will be materially endangered by nonpayment of any items, then the County must promptly pay those items (but the payment will not in itself constitute a waiver of the right to continue to contest the charges).

3.9. County's Insurance.

(a) Property Damage Insurance – From and after substantial completion of each principal portion of the Pledged Facilities, the County shall, at its own expense, acquire, carry and maintain broad-form extended coverage property damage insurance with respect to the Pledged Facilities in an amount equal to the estimated replacement cost. This insurance must include standard mortgagee coverage in favor of the Lender. Any Net Proceeds of the insurance required by this subsection (a) shall be payable as provided in Section 6.2.

(b) General Liability Insurance – To the extent permitted by law, the County agrees that it will, at its own expense, acquire, carry and maintain comprehensive general liability insurance in an amount not less than \$2,000,000 for personal injury or death and \$2,000,000 for property damage, and that it will include the Lender as an additional insured with respect to occurrences related to the Facilities.

(c) Worker's Compensation Insurance – The County will, at its own expense, acquire, carry and maintain worker's compensation insurance in the manner required by law.

(d) Additional Provisions --

(i) The County must maintain the insurance required by this Section with generally recognized responsible insurers. The insurance may carry reasonable deductible or risk-retention amounts. The County must provide copies of all such policies to the Lender upon request.

(ii) In the alternative, the County may maintain the insurance required by subsections (a) and (b) above (A) by one or more blanket or umbrella insurance policies or (B) by means of an adequate self-insurance fund or risk-retention program, or by participation in a group risk pool or similar program.

(iii) If the County obtains blanket or umbrella coverage, the County must provide to the Lender, upon the Lender's request, a certificate or certificates of the respective insurers evidencing the coverage and, with respect to property insurance, stating the amount of coverage provided with respect to the Pledged Facilities (or any covered portion). If the County provides for any alternative risk management programs, the County's risk manager or an independent insurance consultant must review the programs annually for sufficiency. The County must provide to the Lender evidence as to the sufficiency of any alternative program as the Lender may reasonably request.

(iv) The County may settle or adjust insurance claims in its discretion, except that no County agent or employee will have the power to adjust or settle any property damage loss greater than \$100,000 with respect to the Mortgaged Property, whether or not covered by insurance, without the Lender's prior written consent. The Lender and the County will cooperate fully with each other in filing any claim or proof of loss with respect to any insurance policy described in this Contract.

(v) The Lender will not be responsible for the sufficiency or adequacy of any required insurance.

3.10. Title Insurance. The County agrees to obtain, at its own cost and expense, an American Land Title Association policy of title insurance, in form satisfactory to the Lender, effective as of the Closing Date, in an amount not less than the amount financed, and naming the Lender as insured mortgagee. The policy must insure the County's fee title to the Mortgaged Property, subject only to Permitted Encumbrances, and must be issued by a title insurance company qualified to do busi-

ness in the State of North Carolina and reasonably acceptable to the Lender. On or before the Closing Date, the County must provide the Lender with a copy of an insurer's commitment to issue such a policy and, promptly after the Closing Date, the County must provide the Lender with a copy of the final policy.

ARTICLE IV **CONSTRUCTION**

4.1. Construction; Changes. (a) The County will comply with the provisions of the North Carolina General Statutes and enter into the Construction Contracts. The County will cause the construction of the Pledged Facilities to be carried on continuously in accordance with the Construction Contracts and all applicable State and local laws and regulations.

(b) The County will provide for the Pledged Facilities to be constructed on the Pledged Site and will insure (i) that no portion of the Pledged Facilities encroaches upon nor overhangs any easement or right-of-way, (ii) that the Pledged Facilities will be wholly within any applicable building restriction lines, however established, and (iii) that the Pledged Facilities will not violate applicable use or other restrictions, whether imposed by law or rule or by prior conveyances.

(c) The County may approve changes to the Construction Contracts in its discretion except that the County may not, without the Lender's consent, approve any changes which (i) increase total estimated Project Costs above the amounts previously identified and designated therefor, or (ii) result in the use of the Mortgaged Property for purposes substantially different from the use intended as of the Closing Date.

4.2. Contractors' Performance and Payment Bonds. The County shall require each contractor entering into a Construction Contract to furnish a performance bond and a separate labor and material payment bond as required by State law. The County shall provide copies of all such bonds to the Lender at the Lender's request.

Upon any material default by a contractor under any Construction Contract, or upon any material breach of warranty with respect to any materials, workmanship or performance, the County shall promptly proceed, either separately or in con-

junction with others, to pursue diligently its remedies against the contractor or against the surety of any bond securing the performance of the applicable Construction Contract.

4.3. Contractors' General Public Liability and Property Damage Insurance. The County shall require each contractor entering into a Construction Agreement to procure and maintain standard form (a) comprehensive general public liability and property damage insurance, at such contractor's own cost and expense, during the duration of such contractor's construction contract, in the amount of at least \$2,000,000, and (b) comprehensive automobile liability insurance on owned, hired and non-owned vehicles for not less than \$2,000,000. Such policies shall include the Lender as an additional named insured. The County shall provide to the Lender a certificate of insurance in a form acceptable to the Lender with respect to each contractor. Such insurance shall provide protection from all claims for bodily injury, including death, property damage and contractual liability, products/completed operations, broad form property damage and XCU (explosive, collapse and underground damage), where applicable.

4.4. Contractors' Builder's Risk Completed Value Insurance. The County shall require each contractor entering into a Construction Agreement to purchase and maintain property insurance (builder's risk) upon all construction, acquisition, installation and equipping of the Pledged Facilities (excluding contractor's tools and equipment) at the Pledged Site thereof at the full insurable value thereof. This insurance shall include a lender's loss payable endorsement in favor of the Lender, and shall insure against "all risk" subject to standard policy conditions and exclusions. The contractor shall purchase and maintain similar property insurance for portions of the work stored off the Pledged Site or in transit when such portions of the work are to be included in an application for payment. The contractor shall be responsible for the payment of any deductible amounts associated with this insurance.

4.5. Contractors' Workers' Compensation Insurance. The County shall require each contractor entering into a Construction Agreement to procure and maintain workers' compensation insurance during the term of such Construction Agreement, covering his or her employees working thereunder. A certificate of insurance evidencing such coverage, in form acceptable to the Lender, shall be provided to the County with respect to each contractor entering into a Construction Agreement. Each Construction Agreement shall also provide that each subcontractor

of any contractor who is a party to such Construction Agreement shall be required to furnish similar workers' compensation insurance.

4.6. Right of Entry and Inspection. The Lender and its representatives and agents, upon reasonable notice to the County, have the right to enter upon the Pledged Site and inspect the Pledged Facilities from time to time during construction and at any other time during the Contract term. The County will cause any contractor or subcontractor to cooperate with any of those parties and agents during any inspection. Any inspection under this Section is made only for the Lender's benefit.

4.7. Completion of Construction. When the construction of the Pledged Facilities has been substantially completed to the County's satisfaction, the County will promptly prepare and deliver a certificate to that effect to the Lender. The County may then use up to 5% of the Amount Advanced not needed to pay remaining Project Costs for any lawful purpose not in conflict with the County's obligations under Section 7.1(k).

4.8. Cooperation. The Lender and the County will cooperate fully with each other in filing any claim or proof of loss with respect to any bond or insurance policy described in this Contract. So long as no Event of Default has occurred and is continuing under this Contract, neither the Lender or the County may voluntarily settle, or consent to the settlement of, any proceeding arising out of any claim with respect to the Project or the Pledged Facilities without the other's written consent.

ARTICLE V

TITLE: LIENS

5.1. Title. Title to the Mortgaged Property and any and all additions, repairs, replacements or modifications thereto will at all times be in the County, subject to the lien of the Deed of Trust and to the Permitted Encumbrances. Simultaneously with the execution and delivery of this Contract, the County will deliver to the Lender the Deed of Trust in form mutually satisfactory to the Lender and the County, and will cause the Deed of Trust to be recorded in the Office of the Register of Deeds of Granville County, North Carolina.

5.2. Encumbrance, Mortgage or Pledge of Mortgaged Property.

(a) The County will not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Mortgaged Property (or any portion), except Permitted Encumbrances. The County will promptly, at its own expense, take such action as may be appropriate to discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above which it has created, incurred or suffered to exist.

(b) The County may, at its own expense and in its own name, in good faith contest any lien or claim as described in (a) above. In the event of a contest, the County may permit the lien or claim to remain unpaid during the period of the contest and any appeal. If, however, the Lender notifies the County that, in the opinion of independent counsel selected by the Lender, the security afforded pursuant to this Contract or the Deed of Trust will be materially endangered by nonpayment of the lien or claim, then the County must promptly pay those items (but the payment will not in itself constitute a waiver of the right to continue to contest the charges). The Lender will cooperate fully with the County in any contest, upon the request and at the expense of the County.

(c) The County will reimburse the Lender for any expense incurred by it in order to discharge or remove any lien or claim, together with interest thereon at the annual rate of 4.00%.

ARTICLE VI CONDEMNATION OR LOSS OF TITLE; USE OF NET PROCEEDS

6.1. Damage, Destruction or Condemnation. The County will promptly notify the Lender if

(a) the Mortgaged Property (or any portion) is destroyed or damaged by fire or other casualty;

(b) any governmental authority takes, or notifies the County of any intent to take, title to, or the temporary or permanent use of the Mortgaged Property (or

any portion), or the estate of the County or the Lender in the Mortgaged Property (or any portion), under the power of eminent domain;

(c) a material defect in the construction of the Pledged Facility becomes apparent; or

(d) title to or the use of all or any portion of the Mortgaged Property is lost by reason of a defect in title;

and if the County estimates that any loss or casualty as described in this Section will either cost \$100,000 or more to remedy or will result in a remedial payment to the County of \$100,000 or more, as the case may be.

Each notice must describe generally the nature and extent of such damage, destruction or taking. The County will provide any additional information concerning such matter as the Lender may reasonably request.

The County will file its claims under insurance coverages and claims for awards or payments in the nature of condemnation awards resulting from any such damage, destruction or taking. The County will prosecute all such claims for such awards or payments in good faith and with due diligence. Any Net Proceeds received by the County will be used as provided in Section 6.2.

6.2. Security Interest in Net Proceeds; Deposit and Disbursement.

(a) If the Net Proceeds arising from any single event, or any single series of related events, is not more than \$100,000, then the County has no obligation to account to the Lender or any other person or entity with respect to the use of those Net Proceeds. The County, however, acknowledges that its use of such funds may be constrained by the requirements of the Code and the County's obligations under Section 7.1(k).

(b) If the amount of Net Proceeds received by the County from any single event or any single series of related events is more than \$100,000, then the County grants a security interest in the Net Proceeds to the Lender to secure the County's obligations under this Contract, subject to the further provisions of this Section. This Contract is intended as and constitutes a security agreement with respect to this se-

curity interest. All Net Proceeds remain subject to the security interest provided for in this subsection until expended in compliance with this Contract.

(c) If the amount of Net Proceeds received by the County from any single event or any single series of related events is more than \$100,000 but less than \$1,000,000, the County will retain the Net Proceeds and promptly apply those amounts toward the repair or restoration of the Mortgaged Property, to the extent that can be accomplished with those amounts.

(d) If the amount of Net Proceeds received by the County from any single event or any single series of related events is at least \$1,000,000, the County will cause those Net Proceeds to be paid to an escrow agent (which must be a bank, trust company or similar entity exercising fiduciary responsibilities and reasonably acceptable to the Lender) for deposit in a special escrow fund to be held by the escrow agent and disbursed by the escrow agent pursuant to requisitions in form and substance reasonably acceptable to the Lender. The County will then promptly apply those amounts toward the repair or restoration of the Mortgaged Property, to the extent that can be accomplished with those amounts.

(e) In the case of any use of Net Proceeds for repair or restoration, the County must act with due diligence and in a commercially reasonable manner to provide for the repair and restoration. After the County has finished applying Net Proceeds to repair or restoration, the County will promptly report to the Lender regarding the use of those Net Proceeds.

(f) In any event, the County may apply any Net Proceeds toward the prepayment of the Amount Advanced subject to the terms of Section 2.3.

(g) The County is not entitled to any reimbursement of any supplemental funds it provides under this subsection, nor is the County entitled to any postponement or diminution of its obligation to make Contract Payments as a result of any contribution. Any repair or replacement paid for in whole or in part out of Net Proceeds will be the County's property and will be part of the Mortgaged Property.

ARTICLE VII
COUNTY'S WARRANTIES, REPRESENTATIONS AND COVENANTS

7.1. By the County, Generally. The County makes the following statements of fact, with the understanding and intent that the Lender will rely on these statements in making its decision to enter into this Contract:

(a) The County is a duly organized and validly existing political subdivision of the State. The County has all powers necessary to enter into the transactions contemplated by this Contract and the Deed of Trust, and to carry out its obligations under those instruments.

(b) The County will take no action that would adversely affect its existence as a political subdivision in good standing in the State.

(c) The County has duly and validly authorized, executed and delivered this Contract and the Deed of Trust. Assuming due authorization, execution and delivery thereof by the other parties, this Contract and the Deed of Trust constitute valid, legal and binding obligations of the County, enforceable (in the case of the Deed of Trust, by the Deed of Trust Trustee and the Lender) in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and such principals of equity as a court having jurisdiction may impose.

(d) The County requires no further approval or consent from any governmental authority with respect to the County's entering into or performing under this Contract or the Deed of Trust.

(e) No County representation, covenant or warranty in this Contract is false or misleading in any material respect.

(f) The County Board resolutions relating to the County's authorization and performance of this Contract, the Deed of Trust, and the transactions contemplated in those documents have been duly adopted, are in full force and effect, and have not been in any material respect modified, revoked or rescinded.

(g) The County reasonably expects that the Project can be completed for a total price within the total amount of funds to be available from the Amount Ad-

vanced, income anticipated to be derived from the investment of those funds, and other funds expected to be available for the intended purpose. The County will pay any excess costs, with no resulting reduction or offset in the amounts otherwise payable by the County.

(h) The County reasonably believes funds will be available to satisfy all its obligations under this Contract.

(i) The Pledged Facilities have been designed and constructed so as to comply with all applicable subdivision, building and zoning ordinances and regulations, if any, and any and all applicable federal and State standards and requirements relating to the Pledged Facilities. The County has complied with all required public bidding and related procedures regarding the acquisition and construction of the Pledged Facilities.

(j) The Pledged Facilities have not been and will not be used in any private business or put to any private business use.

(k) The County will not take or permit, or omit to take or cause to be taken, any action that would cause its obligations under this Contract to be "arbitrage bonds" or "private activity bonds" within the meaning of the Code, or otherwise adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Installment Payments to which those components would otherwise be entitled and, if it should take or permit, or omit to take or cause to be taken, any such action, the County will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

(l) The County has determined to undertake the Project after extensive consideration of the County's needs and responsibilities, and consideration of alternative means of carrying out those responsibilities.

(m) Upon the Lender's request, the County will send the Lender a copy of the County's audited financial statements for each Fiscal Year within 30 days of the County's acceptance of the statements, but in any event within 180 days of the completion of each Fiscal Year. The County shall also furnish the Lender, at such reasonable times as the Lender may request, all other financial information (including, without limitation, the County's annual budget as submitted or approved) as the Lender may

reasonably request. The County shall permit the Lender or its agents and representatives to inspect the County's books and records and make extracts therefrom.

(n) The Lender has not acted as a financial adviser to the County, and the County has not relied on the Lender for any financial advice.

7.2. County's Undertakings as to Environmental Matters.

(a) The County makes the following statements of fact, with the understanding and intent that the Lender will rely on these statements in making its decision to enter into this Contract.

(i) The County has no knowledge (A) that any industrial use has been made of the Mortgaged Property, (B) that the Mortgaged Property has been used for the storage, treatment or disposal of chemicals or any wastes or materials that are classified by federal, State or local laws as hazardous or toxic substances, (C) that any manufacturing, landfilling or chemical production has occurred on the Mortgaged Property, or (D) that there is any asbestos or other contaminant on, in or under the Mortgaged Property.

(ii) To the County's knowledge, the Mortgaged Property is in compliance with all federal, State and local environmental laws and regulations. The County will keep the Mortgaged Property, and the activities at the Mortgaged Property, in compliance with all environmental laws, rules, and regulations. The County will, in a timely manner, take all lawful action necessary to maintain such compliance or to remedy any lack of compliance.

(iii) The County will use and maintain hazardous materials or substances on the Mortgaged Property only for the routine maintenance and operation of the Mortgaged Property. The County will maintain these materials or substances only in appropriate quantities for these purposes, and will use them only in substantial compliance with label instructions and all State and federal environmental laws, rules and regulations. The County will not use the Mortgaged Property (A) for the manufacture, transport, process, storage, treatment or disposal of chemicals or any wastes or materials that are classified by federal, State or local laws as hazardous or toxic substances, or (B) for any industrial, manufacturing or landfilling use or for any chemical production.

(iii) The County will promptly notify the Lender of any change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Mortgaged Property or used in connection therewith. The County will promptly send to the Lender copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, wastes or other environmentally regulated substances affecting the Mortgaged Property.

(b) To the extent permitted by law, the County will indemnify and hold the Lender and the Deed of Trust Trustee harmless from and against (i) any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including cleanup costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against the Lender or the Deed of Trust Trustee as a direct or indirect result of any warranty or representation made by the County in subsection (a) being false or untrue in any material respect, or (ii) any requirement under any law or regulation which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances by the Lender, the County or any transferee or assignee of the County or the Lender.

(c) The County's obligations under this Section will continue in effect notwithstanding satisfaction of the Obligations (as defined in the Deed of Trust), foreclosure under the Deed of Trust, or delivery of a deed in lieu of foreclosure.

ARTICLE VIII

INDEMNIFICATION

To the extent permitted by law, the County will indemnify, protect and save

- (a) the Deed of Trust Trustee,
- (b) the Lender and its officers, employees, and directors, and
- (c) the LGC's members and employees,

in all cases harmless from all liability and losses, including expenses and legal fees, expenses and costs, arising out of, connected with, or resulting directly or indirectly

(A) from or relating to the Mortgaged Property or the transactions contemplated by this Agreement, including without limitation the possession, condition, installation, construction or use of the Mortgaged Property.

(B) as a result of any warranty or representation made by the County in Section 7.2 being false or untrue in any material respect, or any requirement under any law or regulation which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances by the Lender, the County or any transferee or assignee of the County or the Lender.

The County has no obligation to indemnify any indemnified party for the gross negligence or intentional misconduct of the indemnified party or any of its employees or representatives. The County's obligation to provide indemnification under this Article continues even after there is no longer any outstanding principal balance of the Amount Advanced and extends to any successor to the Lender. The parties intend that the LGC is a third-party beneficiary of the County's obligations under this Article VIII.

ARTICLE IX

DISCLAIMER OF WARRANTIES

The County acknowledges as follows:

- (a) that the Lender has not designed the Pledged Facilities;
- (b) that the Lender has not supplied any plans or specifications with respect to the Pledged Facilities;
- (c) that the Lender is not a manufacturer of, nor a dealer in, any of the component parts of the Pledged Facilities or similar facilities;
- (d) that the Lender has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Pledged Facilities or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Pledged Facilities or any component part

thereof or any property or rights relating thereto at any stage of the construction thereof;

(e) that the Lender has not at any time had physical possession of the Pledged Facilities or any component part thereof or made any inspection thereof or any property or rights relating thereto;

(f) that the Lender has not made any warranty or other representation, express or implied, that the Pledged Facilities or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the County intends therefor, or (iii) is safe in any manner or respect.

THE LENDER MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE MORTGAGED PROPERTY OR THE PLEDGED FACILITIES OR ANY COMPONENT PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE, and further including the design or condition thereof; the safety, workmanship, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the ability of the Pledged Facilities to perform any function; that the Amount Advanced will be sufficient to pay all Project Costs; or any other characteristic of the Pledged Facilities; it being agreed that the County is to bear all risks relating to the Pledged Facilities, the completion thereof or the transactions contemplated by this Contract or by the Deed of Trust, and the County waives the benefits of any and all implied warranties and representations of the Lender.

The provisions of this Article will survive the Contract's termination.

ARTICLE X

DEFAULT AND REMEDIES

10.1. Events of Default. An "Event of Default" is any of the following:

(a) The County fails to make any Installment Payment when due.

(b) The occurrence of an Event of Nonappropriation.

(c) The County breaches or fails to perform or observe any term, condition or covenant of this Contract or the Deed of Trust on its part to be observed or performed, other than as referred to in subsections (a) or (b) above, including payment of any Additional Payment, for a period of 90 days after written notice specifying such failure and requesting that it be remedied has been given to the County (by any person or entity), unless the Lender agrees in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot reasonably be corrected within the applicable period and the County institutes corrective action within the applicable period, no Event of Default will be deemed to have occurred so long as the County diligently pursues the corrective action.

(d) Proceedings under any bankruptcy, insolvency, reorganization or similar law are instituted by or against the County as a debtor, or a receiver, custodian or similar officer is appointed for the County or any of its property.

(e) Any lien, charge or encumbrance (other than Permitted Encumbrances) prior to or affecting the validity of the Deed of Trust is found to exist, or proceedings are instituted to enforce any lien, charge or encumbrance against the Mortgaged Property and such lien, charge or encumbrance would be prior to the lien of the Deed of Trust.

10.2. Remedies on Default. Upon the occurrence and during the continuation of any Event of Default, the Lender may, without any further demand or notice, exercise any one or more of the following remedies:

(a) Declare the unpaid principal components of the Installment Payments, and the accrued interest thereon, immediately due and payable;

(b) Proceed by appropriate court action to enforce performance by the County of the applicable covenants of this Contract or the Deed of Trust or to recover for the breach thereof; and

(c) Avail itself of all available remedies under the Deed of Trust, including foreclosure on the Mortgaged Property and recovery of legal fees and other expenses, and of all other remedies available at law or in equity.

The Lender's exercise of remedies is subject to the limitations set forth in Article XII.

10.3. No Remedy Exclusive; Delay Not Waiver. All remedies under this Contract are cumulative and may be exercised concurrently or separately. The exercise of any one remedy will not be deemed an election of such remedy or preclude the exercise of any other remedy. If any Event of Default occurs and is thereafter waived, such waiver will be limited to the particular breach so waived and will not be deemed a waiver of any other breach under this Contract.

ARTICLE XI

ASSIGNMENTS

11.1. County's Assignments. The County may not sell or assign any interest in this Contract without the Lender's prior written consent.

11.2. Lender's Assignment. The Lender may, at any time and from time to time, assign all or any part of its interest in the Mortgaged Property or this Contract, including, without limitation, the Lender's rights to receive Installment Payments to (a) an affiliate of the Lender or (b) a bank, insurance company, or other financial institution or any affiliate thereof.

Nothing herein shall limit the right of the Lender or its assignees to sell or assign participation interests in this Contract to one or more entities listed in the previous paragraph, provided that any participation, custodial or similar agreement under which multiple ownership interests in this Contract are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees to act on their behalf with respect to the rights and interests of the Lender, including with respect to the exercise of rights and remedies of the Lender on behalf of such owners upon the occurrence of an event of default under this Contract.

The Lender will not provide any disclosure document to any potential assignee providing information with respect to the County (other than information publicly available) unless the County has expressly approved the use of such disclosure document.

The County agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the County, and the County will keep a complete and accurate record of all assignments as required by the Code. After the giving of any notice, the County will thereafter make all payments in accordance with the notice to the assignee named therein and will, if so requested, acknowledge the assignment in writing, but the acknowledgment will in no way be deemed necessary to make the assignment effective.

Notwithstanding any of the foregoing, in no event will the County ever be required to make Installment Payments to more than one person or entity on any payment date.

ARTICLE XII

COUNTY'S LIMITED OBLIGATION

Notwithstanding any other provision of this Contract, the parties intend that this transaction comply with North Carolina General Statutes Section 160A-20. No deficiency judgment may be entered against the County in violation of such Section 160A-20.

No provision of this Contract should be construed or interpreted as creating a pledge of the County's faith and credit within the meaning of any constitutional debt limitation. No provision of this Contract should be construed or interpreted as an illegal delegation of governmental powers or as an improper donation or lending of the County's credit within the meaning of the North Carolina constitution. The County's taxing power is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this Contract.

No provision of this Contract will be construed to pledge or to create a lien on any class or source of the County's moneys (other than the Amount Advanced and any Net Proceeds), nor will any provision of this Contract restrict the County's future issuance of any of its bonds or other obligations payable from any class or source of the County's moneys (except to the extent the this Contract and the Deed of Trust restrict the incurrence of additional obligations secured by the Mortgaged Property).

To the extent of any conflict between this Article and any other provision of this Contract, this Article takes priority. Nothing in this Article is intended to impair or prohibit foreclosure of the Deed of Trust upon occurrence of an Event of Default under this Contract or the Deed of Trust.

ARTICLE XIII **MISCELLANEOUS**

13.1. Notices.

(a) Any communication provided for in this Contract must be in English and must be in writing. "Writing" includes facsimile transmission and electronic mail.

(b) For the purposes of this Contract, any communication sent by facsimile transmission or electronic mail will be deemed to have been given on the date the communication is similarly acknowledged by a County Representative (in the case of the County) or other authorized representative (in the case of any other party). No such communication will be deemed given or effective without such an acknowledgment.

(c) Any other communication under this Contract will be deemed given on the delivery date shown on a United States Postal Service certified mail receipt, or a delivery receipt (or similar evidence) from a national commercial package delivery service, if addressed as follows:

- (i) if to the County, to County Manager, Granville County, Attention: Notice under 2024 Senior Center Financing Contract, 104 Belle Street, Oxford, NC 27565
- (ii) if to the Lender, to Capital One Public funding, LLC, Attn: Catherine DeLuca, 1307 Walt Whitman Rd., 3rd Floor, Melville, NY 11747

(d) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

(e) Whenever this Contract requires the giving of a notice, the person entitled to receive the notice may waive the notice, in writing. The giving or receipt of the notice will then not be a condition to the validity of any action taken in reliance upon the waiver.

13.2. Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right is not a Business Day, such payment may be made or act performed or right exercised on or before the next succeeding Business Day. For this Contract and the Deed of Trust, a “Business Day” is any day on which banks in the State are not by law authorized or required to remain closed.

13.3. Governing Law. The parties intend that North Carolina law will govern this Contract and all matters of its interpretation. To the extent permitted by law, the parties agree that any action brought with respect to this Contract must be brought in the North Carolina General Court of Justice in Granville County, North Carolina.

13.4. Severability. If any provision of this Contract is determined to be unenforceable, that will not affect any other provision of this Contract.

13.5. Amendments. This Contract may not be modified or amended unless the amendment is in writing and signed by the County and the Lender and approved by the LGC.

13.6. Binding Effect. Subject to the specific provisions of this Contract, this Contract will be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

13.7. Third-Party Beneficiaries. The Deed of Trust Trustee and the LGC are the only parties intended as third-party beneficiaries of this Contract.

13.8. Time. Time is of the essence of this Contract and each and all of its provisions.

13.9. Limitation on Liability of Officers and Agents. No officer, agent or employee of the County, of the LGC or the Lender will be subject to any personal liability or accountability because of the execution of this Contract or any other docu-

ments related to the transactions contemplated by this Contract. Such officers, agents or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section will not relieve any officer, agent or employee from the performance of any official duty provided by law.

13.10. Counterparts. This Contract may be executed in several counterparts, including separate counterparts. Each will be an original, but all of them together constitute the same instrument.

13.11. Definitions. Unless the context clearly requires otherwise, capitalized terms used in this Contract and not otherwise defined have the meanings set forth in Exhibit A.

13.12. EMMA Disclosure. In connection with the County's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by the County in connection with the issuance of other financial obligations on and after February 27, 2019, pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), the County agrees that it shall not file or submit, or permit to be filed or submitted, on the MSRB's "EMMA" website, any documentation that includes the following unredacted sensitive or confidential information about the Lender or its affiliates: address and account information of the Lender or its affiliate, e-mail addresses, telephone numbers, fax numbers, names and signatures of officers, employees and signatories of the Lender or its affiliates, unless otherwise required for compliance with the Rule or otherwise required by law. The County acknowledges that the Lender is not responsible for the County's compliance or noncompliance with the Rule or any Continuing Disclosure Agreement.

13.13. Entire Agreement. This Contract, together with the Deed of Trust, constitutes the County's entire agreement with the Lender with respect to its general subject matter.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the County and the Lender have caused this instrument to be executed as of the day and year first above written by duly authorized officers.

ATTEST: (SEAL)

**GRANVILLE COUNTY,
NORTH CAROLINA**

Debra Weary
Clerk, Board of Commissioners

By: _____
Drew Cummings
County Manager

CAPITAL ONE PUBLIC FUNDING, LLC

By: _____
[name/title]

This contract has been approved under the provisions of Article 8, Chapter 159 of the General Statutes of North Carolina.

Jennifer Wimmer
Deputy Secretary, North Carolina
Local Government Commission

By _____
[Jennifer Wimmer
or Designated Assistant]

[Installment Financing Contract dated as of May 16, 2024]

Exhibits –

- A - Definitions
- B - Payment schedule

EXHIBIT A – Definitions

For all purposes of this Contract, unless the context requires otherwise, the following terms have the following meanings:

"Additional Payments" means any amounts payable by the County as a result of its obligations under this Contract or the Deed of Trust (other than the County's obligation to pay Installment Payments). This includes any of the Lender's expenses (including attorneys' fees) in prosecuting or defending any action or proceeding in connection with this Contract and any taxes or any other expenses, including, but not limited to, the Lender's administrative or legal costs, licenses, permits, state and local sales and use or ownership taxes or property taxes that the Lender is required to pay as a result of this Contract (together with interest that may accrue on any of the above if the County fails to pay the same, as set forth in this Contract).

"Amount Advanced" has the meaning assigned in Article I.

"Closing Date" means the date on which this Contract is first executed and delivered by the parties, which the parties expect to be on or about May 16, 2024.

"Code" means the Internal Revenue Code of 1986, as amended, including regulations, rulings and revenue procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended, as applicable to the County's obligations under this Contract. Reference to any specific Code provision will be deemed to include any successor provisions thereto.

"Construction Agreement" means any agreement between the County and any other person or entity related to any part of the construction of the Pledged Facilities, including contracts for site preparation and related work.

"Contract Payments" means Installment Payments and Additional Payments.

"County Board" means the County's Board of Commissioners, or any successor to its functions, as from time to time constituted.

"County Representative" means the County Manager, County finance officer or any other person or persons at the time designated, by a written certificate fur-

nished to the Lender and signed on the County's behalf by the County Manager or the Chairman of the County Board, to act on the County's behalf for the purpose of performing any act (or any specified act) under this Contract.

"Deed of Trust" means the Deed of Trust and Security Agreement, dated as of May 16, 2024, from the County to a deed of trust trustee for the benefit of the Lender and its assigns, as it may be duly amended or supplemented.

"Event of Default" means one or more events of default as defined in Section 9.1.

"Event of Nonappropriation" means a failure or refusal by the County Board to include funds for Contract Payments in the County's budget for any Fiscal Year, or any reduction or elimination of an appropriation for Contract Payments, all as further described in Section 2.4.

"Fiscal Year" means the County's fiscal year beginning July 1, or such other fiscal year as the County may later lawfully establish, and also includes the period between the Closing Date and June 30, 2024.

"Installment Payments" means the payments payable by the County pursuant to Section 2.1.

"Lender" means Capital One Public Funding, LLC, or any successor as the counterparty to this Contract.

"LGC" means the North Carolina Local Government Commission, or any successor to its functions.

"Mortgaged Property" has the meaning assigned in the Deed of Trust, and generally includes the Pledged Site and the Pledged Facilities.

"Net Proceeds" means all payments and proceeds derived from claims made on account of insurance coverages required under this Agreement, any condemnation award arising out of the condemnation of all or any portion of the Mortgaged Property, payments on any bonds required by Section 4.2., proceeds of title insurance related to the Mortgaged Property, or any sale of the Facilities, or any amounts received in lieu or in settlement of any of the foregoing, in any case reduced by the sum of all

amounts expended by the County or the Lender(including legal fees and costs) (i) to collect the gross proceeds or (ii) to remedy the event giving rise to the proceeds, all of which amounts will be paid or reimbursed from the gross proceeds.

"Permitted Encumbrances" means, as of any particular time, (a) the encumbrances on the County's title to the Mortgaged Property that are stated on Exhibit B to the Deed of Trust, (b) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pursuant to Section 3.8,(c) the Deed of Trust, (d) any lien or encumbrance which is made by its terms expressly subordinate to the lien of the Deed of Trust, and (e) easements and rights-of-way granted by the County pursuant to Section 2-3 of the Deed of Trust.

"Pledged Facilities" has the meaning ascribed to that term in the Deed of Trust, and generally includes the County's planned new North Granville Senior Center.

"Pledged Site" has the meaning ascribed to that term in the Deed of Trust, and generally includes the real property upon which the Pledged Facilities are located.

"Project" has the meaning ascribed to that term in the recitals to this Contract.

"Project Costs" means all capital costs of the Project as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Installment Payments payable under this Contract, including (a) sums required to reimburse the County or its agents for advances made for any such costs, and (b) all costs related to the financing of the Project through this Contract and all related transactions.

"State" means the State of North Carolina.

All references in this Contract to designated "Sections" and other subdivisions are to the designated sections and other subdivisions of this Contract. The words "hereof" and "hereunder" and other words of similar import refer to this Contract as a whole and not to any particular Section or other subdivision unless the context indicates otherwise. Words importing the singular number will include the plural number and vice versa. The use of the term "including" should be understood to mean "including, but not limited to." For any referenced interest rate for which a

convention is not otherwise prescribed, that interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

EXHIBIT B – Schedule of Installment Payments

Principal is payable in the amounts and on the dates as shown below, subject to prepayment as provided in this Contract. Interest is payable on each _____ 1 and _____ 1, beginning _____1, 20____. The final maturity of the financing is _____.

Each portion of the Amount Advanced will bear interest from the Closing Date until paid. Interest is calculated at the annual rate of 4.67% subject to adjustment as provided in this Contract. Interest will be calculated based on a 360-day year consisting of twelve 30-day months. The schedule below shows the expected interest payment amounts.

[To come.]



Granville County

911 Emergency Communications

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

To: Board of Commissioners
From: Trent Brummitt
Department: 911 Emergency Communications
Date: April 15, 2024
Title: Bi-Comm Tower Lease

PURPOSE:

To consider approval of a new lease agreement with Bi-Comm Systems for the use of their tower that acts as our prime paging site for notifying Fire and EMS of emergency calls.

BACKGROUND:

The prior lease with Bi-Comm Systems was executed in 2005. Although it was still active as a year-to-year contract, it was felt it was in our best interest to update the lease agreement. The county attorney's office updated the lease with new terms and conditions, which is attached for your review.

FUNDING:

Funding is included in new fiscal year tower lease funds.

RECOMMENDATION:

Emergency Communications Director Trent Brummitt recommends approval of the new tower lease for Bi-Comm Systems starting in FY 24-25. The Director further recommends that the Board of Commissioners authorize the County Manager to execute the lease once finalized by the County Attorney.

ATTACHMENTS:

Bi-Comm lease agreement
Bi-Comm tower lease power point

ACTION TAKEN:

STATE OF NORTH CAROLINA

**ANTENNA SITE
LEASE AGREEMENT**

COUNTY OF GRANVILLE

THIS ANTENNA SITE LEASE AGREEMENT (hereinafter "Lease") is made and entered by and between **BI-COMM SYSTEMS, INC.**, a North Carolina corporation, hereinafter referred to as "Lessor"; and **GRANVILLE COUNTY**, a body politic and corporate of the State of North Carolina, hereinafter referred to as "Lessee"; (Lessor and Lessee are each individually referred to herein as a "Party" and collectively referred to herein as the "Parties");

WITNESSETH:

WHEREAS, Lessor and Lessee previously executed an Antenna Site Lease in or around 2005 (the "Current Site Lease") and the parties mutually desire to update and enter into a new antenna site lease;

WHEREAS, the Parties hereto have mutually agreed to terminate the Current Site Lease and enter into a new Lease in accordance with the terms herein set forth.

NOW THEREFORE, in consideration of the Premises, as described herein, and the promises and covenants contained in the terms and conditions hereinafter set forth, Lessor does hereby rent, lease and demise unto Lessee for and during the term and under the terms and conditions hereinafter set forth, those premises with all rights, privileges and appurtenances thereto belonging.

The terms and conditions of this lease are as follows:

1. Premises. The "Premises" shall consist collectively of: (a) non-exclusive space to accommodate (i) two(2) GTR 8000 transmitters and two (2) GVR 8000 receivers licensed by FCC to transmit on 154.415 MHz and 155.220 MHz; (ii) one (1) PLG-65-6 satellite dish mounted at 220' @ 309 deg. with EW-63 wave guide; (iii) one (1) 1 ¼ inch diameter transmission line, approximately 350' in length, connecting the transmitter and antenna; and (iv) one (1) ASP685 antenna mounted at the 320' level on the tower, and such other antennas, microwave dishes and other Communications Equipment, as said term is defined herein, on that certain self-supported communications tower (hereafter the "Tower") identified as FCC Registration Number 1064446, located at Latitude 36-14-52.0N, Longitude 078-30-27.0W and being situated off of Old Watkins Rd. (S.R. 1110) and located on that certain parcel identified as Vance County PIN 0433 03006 (the "Site"), together with such reasonable additional area on the Tower as may be necessary for the proper operation of Lessee's Communications Equipment, which additional area shall be designated by Lessor in its discretion and which will be subject to confirmation at Lessee's expense by Lessor's engineer that any additional Communications Equipment or modifications of Lessee's Communications Equipment will not increase the loading to the tower except as allowed by Section 7.

2. Term. The term ("Term") of this Lease shall be for an initial term of five (5) years

commencing on the 1st day of _____, 2023 (the “Initial Term”) and terminating on the _____ day of _____, 2028. This Lease shall automatically renew at the end of the Initial Term or at the end of any Renewal Term for an additional five (5) year period (a “Renewal Term”) unless either Lessee provides written notice to Lessor of its intent to terminate the Lease at least ninety (90) days prior to the end of the then current Term or if Lessor provides written notice to Lessee of its intent to terminate the Lease at least one (1) year prior to the end of the then current Term.

3. Rent. Lessee shall pay to Lessor as rental for the Premises, the sum of \$16,627.91 per year (the “Annual Payment”) during the Initial Term of this Lease. The Annual Payment shall be increased by five percent (5%) for any Renewal Term. Rent payments shall be made to Lessee within thirty (30) days of the commencement of each annual term.

4. Equipment and Use. Lessee shall use the Premises for the purpose of installing, operating, maintaining, repairing, and replacing antenna, microwave dishes, transmission lines, cables, wires, receivers, repeater(s), generator(s), transmitter(s), transfer switch(es) and other accessories necessary to support its communications system (collectively the “Communications Equipment”). Lessee shall not use or knowingly permit any part of the Premises to be used for any unlawful purpose, nor for any purpose or in any manner which is in violation of any present or future Federal, State or local governmental laws or regulations, or which will constitute a public or private nuisance, nor for any business, use, or purpose deemed disreputable or extra hazardous. Lessee agrees that the use and operation of any Communications Equipment shall be consistent with the quiet use, enjoyment, and occupancy of Lessor.

5. Fixtures. Lessor agrees that the Communications Equipment and any other items belonging to the Lessee shall remain property of the Lessee and shall not be, become, or deemed by Lessor to be fixtures upon the Premises.

6. Maintenance / Utilities. Lessee shall be responsible for the maintenance and operation of its Communications Equipment, including, but not limited to all utility charges attributable to Lessee’s use of the Premises. Lessee shall repair at its own expense damage to the Communications Equipment, which is the result of Lessee’s use of the Premises except if such cost arises out of the negligent or wrongful acts or omissions of Lessor, its contractors or agents.

7. Condition of Tower. Subject to other provisions contained in this Lease, Lessor, at its sole cost, except if such cost arises out of a negligent or wrongful acts or omissions of Lessee, its employees or agents, shall maintain and repair the Tower, including, without limitation, the Tower lighting system and markings and the structural integrity of the Tower. Installation, maintenance and repair of the Tower must comply with all State and Federal, ordinances, rules and regulations, applied in a manner consistent with standard industry practices. Such duties include, without limitation, but subject to the other provisions contained in this Lease, the maintenance of appropriate records and notifications to the FAA of any failure on Lessor’s part and repairs and correction of the same. The addition by Lessee of Communications Equipment or modifications of Lessee’s Communications Equipment will be subject to approval by Lessor as herein set forth and which approval shall not unreasonably be withheld and will require the Lessee to make any structural upgrades recommended by Lessee’s engineer. Subject to the terms of this

Paragraph, Lessor assumes all responsibility for any fines, levies and /or other penalties imposed as a result of non-compliance with said requirements of said authorities.

8. Governmental Approvals and Compliance.

- a. During the Term, Lessee shall comply with all State and Federal laws and regulations applicable to the Premises. Lessee shall obtain and maintain throughout the term of this Lease any necessary State or Federal licenses or authorizations required for the installation of its Communications Equipment and shall comply with government regulations applicable to its operations, including those of the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC"). The Communications Equipment shall be designed, constructed, installed, maintained, and operated in compliance with the applicable rules and regulations of the FCC and good engineering practices.
- b. Lessor acknowledges that it, and not Lessee, shall be responsible for compliance with all tower or building marking and lighting requirements which may be required by the Federal Aviation Administration (FAA) or the Federal Communications Commission (FCC). Lessor shall indemnify and hold harmless Lessee from any fines or other liabilities caused by Lessor's failure to comply with such requirements. Further and notwithstanding anything herein to the contrary, should Lessee be cited by either the FCC or FAA because this Site is not in compliance within the timeframe allowed by the citing agency, Lessee may terminate this Lease immediately upon notice to the Lessor.

9. Access. Lessor hereby grants to Lessee for the Term an access and utility easement appurtenant to the Premises. Lessor warrants and represents that it has the right to convey the easement for ingress and egress hereby granted. Lessee shall be responsible for the cost of repairing any damage caused by Lessee's use of said easement.

10. Insurance. Lessor agrees that Lessee's decision to self-insure satisfies all insurance requirements of this Lease applicable to Lessee.

11. Condition of Communications Equipment. Lessee has the right and responsibility to repair and maintain the Communication Equipment. Subject to other provisions contained in this Lease, Lessee, at its sole cost, except if such cost arises out of a negligent or wrongful acts or omissions of Lessor, its contractors or agents, shall maintain and repair the Communications Equipment and access to the Premises, if applicable thereto, such that Lessee may utilize the Premises for the purposes and to the extent herein permitted. Installation, maintenance and repair of the Communications Equipment must comply with all State and Federal ordinances, rules and regulations, applied in a manner consistent with standard industry practices. Such duties include, without limitation, but subject to the other provisions contained in this Lease, the maintenance of appropriate records and notifications to the FAA of any failure on Lessee's part and repairs and correction of the same. Subject to the terms of this Paragraph, Lessee assumes all responsibility for any fines, levies and /or other penalties imposed as a result of non-compliance with said requirements of said authorities.

12. Current Site Lease. The parties hereby agree to terminate the Current Site Lease as of the Effective Date hereof.

13. Taxes. Lessee is exempt from taxation and therefore shall not pay any real or personal property taxes attributable to or assessed on, its interest in the Tower, or the Communications Equipment.

14. Right to Terminate. Lessee may terminate this lease, at its option, after giving not less than thirty (30) days' notice to Lessor, if:

(a) Any governmental agency denies a request by Lessee for or revokes a permit, license or approval, which is required for Lessee to install or operate the Communications Equipment on the Premises; or

(b) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, preclude Lessee from using the Premises for its intended purpose; or

(c) Utilities necessary for Lessee's use of the Premises are not available to the Premises; or

(d) The Premises are damaged or destroyed to an extent, which prohibits or materially interferes with Lessee's use of the Premises; or

(e) Lessee determines, in its sole discretion, that the Premises is no longer needed.

15. Termination. Upon termination of this Lease, Lessee will peaceably surrender the Premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this Lease, excepted. It is understood and agreed that Lessee shall have the right to remove from the Premises the Communications Equipment and any other items belonging to Lessee. Lessee hereby agrees to repair to the reasonable satisfaction of Lessor any portion of the Premises damaged by the removal Communications Equipment.

16. Title & Quiet Possession. Lessor agrees that Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this Lease peaceably and quietly have, hold, and enjoy the Premises free from the adverse claims of any person. Lessor represents and warrants to Lessee that Lessor has the full right to make this Lease and that Lessee shall have quiet and peaceful possession of the Premises throughout the Term.

17. Holdover. Any hold over after the expiration of the Term, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein

specified, so far as applicable; however, either Party shall give not less than sixty (60) days written notice to terminate the tenancy.

18. Hazardous Materials.

(a) For purposes of this Lease: (i) "Hazardous Material" or "Hazardous Materials" means and includes, without limitation, (1) solid or hazardous waste, as defined in the Resource Conservation and Recovery Act of 1980, or in any applicable state or local law or regulation, (2) hazardous substances, as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), or in any applicable state or local law or regulation, (3) gasoline, or any other petroleum product or by-product, (4) toxic substances, or rodenticides, as defined in the Federal Insecticide, Fungicide, and Rodenticide Act of 1975, or in any applicable state or local law or regulation, as each such Act, statute, or regulation may be amended from time to time; (ii) "Release" shall have the meaning given such term, in Environmental Laws, including, without limitation, CERCLA; and (iii) "Environmental Law" or "Environmental Laws" shall mean "Super Fund" or "Super Lien" law or any other federal, state, or local statute, law, ordinance, or code, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials as may now or at any time hereafter be legally in effect, including, without limitation, the following, as same may be amended or replaced from time to time, and all regulations promulgated and officially adopted thereunder or in connection therewith: Super Fund Amendments and Reauthorization Act of 1986 ("SARA"); the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"); The Clean Air Act ("CAA"); the Clean Water Act ("CWA"); the Toxic Substance Control Act ("TSCA"); the Solid Waste Disposal Act ("SWDA"), as amended by the Resource Conservation and Recovery Act ("RCRA"); the Hazardous Waste Management System; and the Occupational Safety and Health Act of 1970 ("OSHA"). All obligations and liabilities arising under this Paragraph 17 which arise out of events or actions occurring prior to the expiration or termination of this Lease shall survive the assignment of this Lease and the expiration, termination, cancellation or release of record of this Lease.

(b) Lessee agrees that it will conduct its activities on the Premises and the Site in compliance with all applicable Environmental Laws. As between Lessor and Lessee, Lessee, subject to the terms of this Lease and to the extent permitted by the Tort Claims Act, will be primarily liable for the existence or discovery of any Hazardous Materials on the Premises and the Site or for the migration of any Hazardous Materials to other properties or for the release of any Hazardous Materials into the environment in violation of applicable Environmental Laws, arising solely from Lessee's use of the Premises.

19. Availability of Funds. Lessor and Lessee agree and acknowledge that the continuation of this Lease for the Term, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of Lessee responsible for payment of rent or maintenance and operation of the Communications Equipment. Lessor and Lessee further agree and acknowledge that in the event the agency of Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local operations that available funding for the payment of rent or maintenance and operation of the Communications Equipment are insufficient to continue the operation of its local operations on the Premises, it may choose to terminate this Lease by giving Lessor written notice of said termination as herein set forth. Accordingly, if the Lessee, by and through its Board of County

Commissioners, does not appropriate the funding needed by Lessee (Granville County) to make payments under this Agreement for a given fiscal year, the Lessee (Granville County) will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the Lessee (Granville County) will promptly notify the Lessor of the non-appropriation and this Agreement will then terminate at the end of the last fiscal year for which funds were appropriated. No act or omission by the Lessee (Granville County) which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

20. Assignment and Subletting. Lessee shall not assign this Lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. Lessee, in its reasonable discretion, shall have the right to sublet the Premises in whole or in part.

21. Modification. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless made in writing and signed and agreed to by both Parties.

22. Binding Effect. Subject to the provisions herein, this Lease shall extend to and bind the Parties and their heirs, executors, administrators, successors and assigns.

23. Governing Law; Jurisdiction; Venue. The construction and performance of this Agreement shall be governed by and construed pursuant to the laws of the State of North Carolina. Venue for any legal actions initiated concerning this Agreement or arising in any way from and out of this Agreement shall be brought in the appropriate state court sitting in Granville County, North Carolina, having jurisdiction over said claim. The parties waive any right they may have to venue in any other jurisdiction.

24. Effect of Waiver. The failure of either Party to insist in any instance upon strict performance of any of the terms and conditions set forth in this Lease shall not be construed as a waiver of the same in any other instance.

25. Complete Agreement. This Lease represents the entire agreement between the Parties covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties.

26. Severability. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

27. Construction. No provision of this Lease shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

28. Interpretation. The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various provisions in this Lease and shall in no event be considered otherwise in construing or interpreting any provision in this Lease.

Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural may be substituted for the singular number in any place or places herein in which the context may require such substitution or substitutions.

29. Terms. Capitalized terms used in this Lease shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

30. Authority. Each person executing this Lease on behalf of Lessor does hereby represent and warrant that, if applicable: (a) Lessor is duly organized and in good standing in the State of its organization and, if different, qualified to do business and in good standing in the State of North Carolina, (b) Lessor has full lawful right and authority to enter into this Lease and to perform all of its obligations hereunder, and (c) each person signing this Lease on behalf of Lessor is duly and validly authorized to do so.

31. Counterparts. To facilitate execution, this Agreement may be executed by handwritten signing or by electronically transmitted facsimile of such signing, either of which shall create a validly executed document, in as many counterparts as may be required.

32. Memorandum of Lease for Recording. At the request of either Party, Lessor and Lessee shall execute a memorandum of this Lease for recording in the public records at the requesting Party's sole cost and expense. The memorandum of Lease shall set forth the Parties, provide a description of the Site, specify the Term and incorporate this Lease by reference.

33. E-Verify. Lessor 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.

34. Restricted Companies Lists. Lessor represents that as of the date of this Agreement, Lessor is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Lessor also represents that as of the date of this Agreement, Lessor 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.

35. Notices. All notices herein provided to be given, or which may be given by either Party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

to Lessor: Bi-Comm Systems, Inc.
Attn: Dalton L. Huff, President
3623 NC Highway 96
Oxford, North Carolina 27565

to Lessee: County of Granville
Attn: County Manager
104 Belle Street, PO Box 906

Oxford, North Carolina 27565

With a copy to:

James C. Wrenn, Jr.
Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, L.L.P
150 Fayetteville St., Suite 2300
Raleigh, NC 27601 (delivery)
P.O. Box 2611
Raleigh, NC 27602 (mail)

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

[remainder of page intentionally left blank – signatures on following pages]

IN TESTIMONY WHEREOF, this Lease has been entered into and effective as of the date last signed by the parties below.

LESSOR:

BI-COMM SYSTEMS, INC.

By: _____
Dalton L. Huff, President

Date: _____

LESSEE:

GRANVILLE COUNTY

Attest:

Debra A. Weary, Clerk

By: _____
Drew Cummings, County Manager

Date: _____



Bi-Comm Lease

Emergency Communications

4/15/24



Bi-Comm Tower Lease

- Consider approval of a new lease agreement with Bi-Comm Systems for the use of their tower that acts as our prime paging site for notifying Fire and EMS of emergency calls.
- The county attorney's office updated the lease with new terms and conditions.
- Funding is included in new fiscal year tower lease funds.



Bi-Comm Tower Lease

RECOMMENDATION:

The Emergency Communications Director Trent Brummitt recommends approval of the new tower lease for Bi-Comm Systems starting in FY 24-25. The Director further recommends that the Board of Commissioners authorize the County Manager to execute the lease once finalized by the County Attorney.

Bi-Comm Tower Lease | Emergency Communications | 4/15/24



Questions?



Granville County Tax Administration

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

To: Board of Commissioners
From: Jenny Short
Department: Tax Administration
Date: April 15, 2024
Title: Adoption of Neighborhood Adjustment Factors

PURPOSE:

To adopt the 2024 neighborhood adjustment factors and instruct the Tax Administrator to publish the Notice of Adoption in the Oxford Public Ledger and the Butner Creedmoor News.

BACKGROUND:

On April 1, 2024, at 7:00 p.m., a public hearing was held for the amendment of the 2024 neighborhood adjustment factors. The 2018 neighborhood adjustment factors were included in the 2024 Schedule of Values in error. The 2024 neighborhood adjustment factors were used in the tax system to reflect fair market value. A copy of the correct 2024 neighborhood adjustment factors were made available at 141 Williamsboro Street, Oxford and on the county website for public inspection.

RECOMMENDATION:

The Tax Administrator recommends approving the adoption of the 2024 neighborhood adjustment factors that have been used to determine fair market value.

ATTACHMENTS:

2024 Neighborhood Adjustment Factors
Notice of Order
Order Adopting Amendment

ACTION TAKEN:

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

Neighborhood Detail

Valuation Year: 2024

[Continue](#)☐ Include inactive records

Neighborhood Details

NEIGHBORHOOD	ADJUSTMENT FACTOR	IMPROVEMENT TYPE		
001 - BUTNER MARGINAL	1.00000	-		
002 - BUTNER AVERAGE	1.30000	-		
005 - CREEDMOOR MARGINAL	1.00000	-		
006 - CREEDMOOR AVERAGE	1.25000	-		
011 - LYONS GOOD	1.00000	-		
013 - OXFORD CITY MARGINAL	1.00000	-		
014 - OXFORD CITY AVERAGE	1.14000	-		
015 - OXFORD CITY GOOD	1.00000	-		
016 - OXFORD CITY EXCELLENT	1.00000	-		
017 - STEM MARGINAL	1.00000	-		
018 - STEM AVERAGE	1.00000	-		
019 - STEM GOOD	1.00000	-		
021 - STOVALL AVERAGE	1.00000	-		
022 - STOVALL GOOD	1.00000	-		
023 - COMMERCIAL AVERAGE	1.00000	-		
024 - COMMERCIAL GOOD	1.09000	-		
025 - COMMERCIAL EXCELLENT	1.00000	-		
026 - COMMERCIAL OXFORD DOWNTOWN	1.00000	-		
027 - COMMERCIAL CREEDMOOR DOWNTOWN	1.00000	-		
028 - COMMERCIAL CREEDMOOR AVERAGE	1.00000	-		
029 - SHADOW RIDGE	1.00000	-		
030 - REVITALIZATION	1.00000	-		
031 - BUTNER DOWNTOWN	1.00000	-		
032 - WATERFRONT MARGINAL	0.88000	-		
033 - WATERFRONT AVERAGE	1.00000	-		
034 - WATERFRONT GOOD	1.00000	-		
035 - WATERFRONT EXCELLENT	1.00000	-		
036 - WATER AREA MARGINAL	1.00000	-		
037 - WATER AREA AVERAGE	1.00000	-		
038 - WATER AREA GOOD	1.00000	-		
040 - NORTH END MARGINAL	0.70000	-		
041 - NORTH END AVERAGE	1.05000	-		
042 - NORTH END GOOD	1.00000	-		
043 - NORTH END EXCELLENT	1.00000	-		
044 - NORTH CENTRAL MARGINAL	1.06000	-		
045 - NORTH CENTRAL AVERAGE	1.00000	-		
046 - NORTH CENTRAL GOOD	1.00000	-		
047 - NORTH CENTRAL EXCELLENT	1.00000	-		
048 - CENTRAL EAST MARGINAL	1.00000	-		
049 - CENTRAL EAST AVERAGE	1.00000	-		
050 - CENTRAL EAST GOOD	1.00000	-		
051 - CENTRAL EAST EXCELLENT	1.00000	-		
052 - CENTRAL WEST MARGINAL	1.00000	-		
053 - CENTRAL WEST AVERAGE	1.25000	-		
054 - CENTRAL WEST GOOD	1.00000	-		
055 - CENTRAL WEST EXCELLENT	1.00000	-		
056 - SOUTH CENTRAL MARGINAL	1.00000	-		
057 - SOUTH CENTRAL AVERAGE	1.00000	-		
058 - SOUTH CENTRAL GOOD	1.00000	-		
060 - SOUTH CENTRAL EAST MARGINAL	1.00000	-		

NEIGHBORHOOD	ADJUSTMENT FACTOR	IMPROVEMENT TYPE		
061 - SOUTH CENTRAL EAST AVERAGE	1.10000	-		
062 - SOUTH CENTRAL EAST GOOD	1.00000	-		
063 - SOUTH CENTRAL EAST EXCELLENT	1.00000	-		
064 - SOUTH CENTRAL WEST MARGINAL	1.00000	-		
065 - SOUTH CENTRAL WEST AVERAGE	0.87000	-		
066 - SOUTH CENTRAL WEST GOOD	1.00000	-		
067 - SOUTH WEST MARGINAL	1.00000	-		
068 - SOUTH WEST AVERAGE	1.19000	-		
069 - SOUTH WEST GOOD	1.00000	-		
071 - SOUTH EAST MARGINAL	1.00000	-		
072 - SOUTH EAST AVERAGE	1.04000	-		
074 - SOUTH EAST EXCELLENT	1.00000	-		
075 - DICKERSON ACRES	1.00000	-		
076 - GELA ACRES	1.00000	-		
077 - THE CROSSINGS AT BUTNER	1.00000	-		
078 - CENTRAL HOME	1.00000	-		
079 - MORGANTON	1.00000	-		
080 - BLACKLEY SUBDIVISION (WILSON'S WAY)	1.25000	-		
083 - GRASSY RUN	1.00000	-		
086 - SALEM SPRINGS ESTATES	1.00000	-		
087 - STRICKLAND BAY	1.00000	-		
088 - TALLEY HO FARMS	1.00000	-		
089 - BULLOCK PINES	1.00000	-		
090 - FOXCROFT	1.00000	-		
091 - SHELTON HILLS	1.00000	-		
092 - CROSSWINDS	1.00000	-		
093 - JORDAN CREEK ESTATES & OUTER LOOP	1.00000	-		
094 - BRENTWOOD ESTATES	1.00000	-		
096 - OXFORD COUNTRY CLUB	1.19000	-		
097 - DELACROIX HEIGHTS	1.00000	-		
098 - DEER RUN I	1.00000	-		
099 - ASHLEY ACRES	1.00000	-		
100 - GRAHAM ESTATES 1	1.00000	-		
101 - GREEN ACRES 1	1.00000	-		
102 - CROSS ACRES 1	1.00000	-		
104 - LANDIS HEIGHTS 1	1.00000	-		
105 - CLOVER LANE 1	1.00000	-		
107 - QUAILRIDGE ESTATES 1	1.00000	-		
108 - SPRINGSIDE I & II 1	1.00000	-		
109 - HORNER HILLS 1	1.00000	-		
111 - WESTBURY 1	1.24000	-		
112 - WILDWOOD PARK 1	1.00000	-		
114 - MEADOWBROOK I & II 1	1.00000	-		
115 - TWIN CREEKS 1	1.00000	-		
117 - PINE TREE HOLLOW 1	1.00000	-		
118 - OXFORD ESTATES 0	1.00000	-		
119 - RIPPLING BROOK 1	1.00000	-		
120 - PINE CONE DRIVE 1	1.00000	-		
121 - EDGEWOOD 1	1.00000	-		
123 - PARHAM WOODS I, II, & III 1	1.00000	-		
124 - BRIARWOOD 1	1.00000	-		
126 - SALEM FARMS 0	1.00000	-		
127 - WINFIELD ACRES 1	1.00000	-		
128 - EASTLAND PLACE 1	1.00000	-		
129 - WOODLAWN 1	1.00000	-		
130 - NEWTON FARM 1	1.00000	-		
131 - POPULAR CREEK FARMS 1	1.00000	-		

NEIGHBORHOOD	ADJUSTMENT FACTOR	IMPROVEMENT TYPE		
132 - BELL ACRES 1	1.00000	-		
134 - BOULDER OAKES 1	1.00000	-		
135 - CEDAR RIDGE FARMS 1	1.00000	-		
136 - COUNTRY VALLEY SEC I & II 1	1.00000	-		
138 - COUNTRY VALLEY SEC III 1	1.00000	-		
139 - DEERFIELD I 1	1.00000	-		
140 - DEER RUN 1	1.00000	-		
141 - DEER TRAIL 1	1.00000	-		
143 - JOHNSON CREEK 1	1.00000	-		
144 - LITTLE CREEK 1	1.00000	-		
145 - NORTH DURHAM FARMS 1	1.00000	-		
146 - NORTH STEM FARMS 1	1.00000	-		
147 - OAK VALLEY FARMS 1	1.28000	-		
148 - RANEY WAY 1	1.00000	-		
149 - SOUTH GRANVILLE FARMS 1	1.00000	-		
151 - TAR VALLEY FARMS 1	1.00000	-		
152 - TAR RIVER FARMS 1	1.00000	-		
153 - NORTH RIDGE 1	1.00000	-		
154 - WYNDTREE 1	1.00000	-		
155 - MINERAL SPRING 1	1.00000	-		
156 - MISTY MEADOWS 1	1.00000	-		
157 - WALNUT CREEK 1	1.00000	-		
158 - SATTERWHITE FARMS 1	1.00000	-		
159 - AUTUMN WOODS 1	1.00000	-		
160 - OXFORD HILLS 1	1.00000	-		
161 - RED HAWK RIDGE 1	1.00000	-		
162 - LITTLE VAIL 1	1.00000	-		
163 - BENT TREE I & II 1	1.00000	-		
167 - EDEN OAKS 1	1.00000	-		
168 - PARHAM GARDENS 1	1.00000	-		
170 - RIVER RIDGE DEV I 1	1.00000	-		
173 - TABBS CREEK 1	1.00000	-		
174 - WHITE OAK ESTATES 1	1.00000	-		
175 - STONE RIDGE 1	1.00000	-		
177 - BENT CREEK 1	1.00000	-		
178 - NORTH BEND 1	1.20000	-		
179 - ALLENWOODS 1	1.00000	-		
180 - BEAVER CREEK 1	1.00000	-		
181 - BIG OAK FARMS 1	1.00000	-		
182 - BRASSFIELD ESTATES 1	1.00000	-		
183 - BURCHETTE 1	1.00000	-		
184 - CEDAR CREEK RIDGE 1	1.00000	-		
185 - T & K WOODS 1	1.00000	-		
186 - CREEK BEND I & II 1	1.00000	-		
187 - FLINT ROCK FARMS 1	1.00000	-		
188 - FORT CREEK 1	1.00000	-		
191 - HILLSIDE ACRES & POCOMOKE ACRES 1	1.00000	-		
192 - HUNTING RIDGE 1	1.10000	-		
193 - OLD MILL FARMS 1	1.00000	-		
194 - PINE RIDGE 1	1.00000	-		
195 - SANDY CREEK FARMS 1	1.00000	-		
196 - SLEEPY HOLLOW I 1	1.00000	-		
198 - STALLINGSWORTH 1	1.00000	-		
199 - WOODSTONE 1	1.00000	-		
200 - PEEBLEBROOK 1	1.00000	-		
201 - OXFORD RIDGE I & II 1	1.00000	-		
202 - MAYFIELD MEADOWS 1	1.00000	-		

NEIGHBORHOOD	ADJUSTMENT FACTOR	IMPROVEMENT TYPE		
203 - WILLOW CREEK 1	1.00000	-		
205 - WIGGINS ACRES 1	1.00000	-		
206 - WHITFIELD CHASE 1	1.16000	-		
207 - EVANS RIDGE 1	1.40000	-		
208 - WAYSIDE FARMS 1	1.33000	-		
209 - GOLDEN POND 1	1.25000	-		
210 - RIVERSIDE ESTATES 1	1.00000	-		
212 - DEERFIELD III 1	1.00000	-		
213 - DUTCHVILLE HEIGHTS 1	1.00000	-		
214 - GRANVILLE ESTATES 1	1.00000	-		
217 - MOUNT ENERGY 1	1.38000	-		
218 - PINE VALLEY 0	0.90000	-		
219 - QUAILRIDGE SOUTH 1	1.00000	-		
222 - WYNWOOD ACRES 1	1.00000	-		
226 - OLD WEAVER ESTATES 1	1.00000	-		
228 - CREEDMOOR HEIGHTS 1	1.00000	-		
229 - SUN ROCK 0	1.00000	-		
230 - MITCHELL ACRES 1	1.00000	-		
231 - KRISTINA CROSSING 1	1.00000	-		
232 - NEW FOREST 0	1.26000	-		
233 - WILSON PLACE 1	1.00000	-		
234 - DUTCHVILLE DOWNS 1	1.00000	-		
235 - ROLLINGWOOD 1	1.00000	-		
236 - RABBIT HOLLOW 1	1.00000	-		
237 - BRASSFIELD WOODS 1	1.23000	-		
238 - WOODCROFT 1	1.16000	-		
239 - ROGERS POINTE 1	1.21000	-		
240 - BLACKSTONE VILLAGE 1	1.00000	-		
241 - GRANVILLE RIDGE 1	1.60000	-		
242 - FISHING FARMS 1	1.00000	-		
243 - QUAIL MEADOWS 1	1.00000	-		
244 - RIVERGATE 1	1.00000	-		
245 - RANGEWOOD 1	1.00000	-		
246 - THREE SISTERS 1	1.00000	-		
247 - CRUTE SUBDIVISION 1	1.00000	-		
248 - OLD ORCHARD 1	1.00000	-		
249 - TAYLOR PLACE 1	1.00000	-		
250 - SUMMER BREEZE 1	1.00000	-		
251 - CAROLWOOD 1	1.00000	-		
252 - CUBCREEK 1	1.00000	-		
253 - ROLLING MEADOWS 1	1.00000	-		
255 - ROOSTERS RIDGE 1	1.00000	-		
256 - ROBERTS RIDGE 1	1.00000	-		
257 - GOBBLERS RIDGE 1	1.00000	-		
259 - OLD DALTON MILL 1	1.00000	-		
260 - WATKINS GROVE 1	1.00000	-		
261 - POSSUM HILL 1	1.00000	-		
262 - WHISPERING PINES 1	1.00000	-		
263 - HEBON MEADOWS 1	1.00000	-		
265 - RADFORD RUN 1	1.00000	-		
267 - PENNY HILL 1	1.00000	-		
268 - SLEEPY HOLLOW 1	1.00000	-		
269 - GRANVILLE WOODS 1	1.00000	-		
270 - BOWLING MOUNTAIN 1	1.40000	-		
271 - CEDAR HILLS 1	1.00000	-		
272 - CROWN OAKS 1	1.00000	-		

NEIGHBORHOOD	ADJUSTMENT FACTOR	IMPROVEMENT TYPE		
273 - CROWN FOREST 1	1.00000	-		
274 - KATHERINE WOODS 1	1.00000	-		
275 - SHERRON FARMS 1	1.00000	-		
276 - NEW LIGHT CREEK 1	1.00000	-		
277 - SABRE SPRINGS AREA 1	1.00000	-		
278 - ELLINGTON EST 1	1.00000	-		
279 - FLETCHERS WAY 1	1.00000	-		
280 - RANGE ROAD I 1	1.00000	-		
281 - BLUEBELL ACRES 1	1.00000	-		
282 - NEW CASTLE 1	1.00000	-		
283 - FRAZIER LANE 1	1.00000	-		
284 - COLES PLACE 1	1.00000	-		
285 - STEMBRIDGE EST 1	1.00000	-		
286 - TIMBERLAKE RIDGE 1	1.00000	-		
287 - CLEAR SPRINGS 1	1.00000	-		
288 - STONEFIELD 1	1.00000	-		
289 - SUMMER SPRINGS 1	1.10000	-		
290 - SEVEN SPRINGS 0	1.00000	-		
291 - CLUBVIEW & FRAZIER 1	1.00000	-		
292 - CLOSED/NON-OPERATING 0	1.00000	-		
293 - PROFESSIONAL/MEDICAL 0	1.00000	-		
295 - WHITE HALL 1	1.00000	-		
296 - PINE FOREST 1	1.00000	-		
297 - EASTERN HWY 158 1	1.00000	-		
298 - LUXURY COUNTRY HOMES 1	1.00000	-		
299 - 7100'S HWY 15 1.00 300 PINEY POINT 1.00 301 ISLAND CREEK 1	1.00000	-		
302 - CULBRETH FARMS 1	1.31000	-		
303 - COUNTRYSIDE ESTATES 1	1.00000	-		
304 - WOODHAVEN 1	1.00000	-		
305 - ALSTON COURT 1	1.00000	-		
306 - WHEELER POND 1	1.00000	-		
307 - SMOKE TREE 1	1.00000	-		
308 - FLETCHER TRACE 1	1.28000	-		
309 - MAY'S CROSSING 1	1.00000	-		
310 - GRANVILLE FOREST 1	1.16000	-		
311 - CREEDMOOR CROSSING 1	1.00000	-		
312 - REEDY CREEK 1	1.00000	-		
313 - BROOKHAVEN 1	1.00000	-		
314 - QUAIL MEADOWS PH. 2 1	1.00000	-		
315 - SOUTHERBY'S 1	1.28000	-		
316 - WHIPPOORWILL RUN 1	1.00000	-		
317 - FIELDSTONE 1	1.00000	-		
318 - COPPER CREEK 1	1.30000	-		
319 - SADDLERIDGE 1	1.00000	-		
320 - HAVEN WOOD 1	1.00000	-		
321 - BRANTLEY PLACE 1	1.32000	-		
322 - FLETCHER'S POINT 1	1.00000	-		
323 - FALLS MEADOW 1	1.50000	-		
324 - WOODLAND CREEK 1	1.00000	-		
325 - GOLDEN MEADOW 1	1.00000	-		
326 - HUNTER'S RIDGE 0	1.00000	-		
327 - PADDINGTON 0	1.00000	-		
328 - QUAIL MEADOWS 1	1.00000	-		
329 - KELLER POND 1	1.00000	-		
330 - OXFORD PARK 0	1.00000	-		
331 - ASHTON GLEN 1	1.00000	-		
332 - GRISSOM WOODS 1	1.00000	-		

NEIGHBORHOOD	ADJUSTMENT FACTOR	IMPROVEMENT TYPE		
333 - TRAYLEE 1	1.00000	-		
334 - WILLIAMSBURG PARK 1	1.00000	-		
335 - HIDEAWAY HILLS 1	1.00000	-		
337 - KIMMON PLACE 1	1.00000	-		
338 - WILKINS ESTATE 1	1.00000	-		
339 - COVE LANE 1	1.00000	-		
340 - HAWTHORNE 1	1.00000	-		
341 - PINE VALLEY 0	1.00000	-		
342 - WYNNGATE PHASE I 0	1.00000	-		
343 - PRESERVE AT SMITH CREEK 0	0.92000	-		
344 - WEATHERBY	0.92000	-		
345 - JONATHAN'S LANDING 1	1.00000	-		
346 - BLUE HERON FARMS 1	1.00000	-		
347 - STERLING CREEK 1	1.38000	-		
348 - ANGEL OAKS 1	1.00000	-		
349 - WALTERS RIDGE 1	1.00000	-		
350 - BULLOCK FARM 1	1.00000	-		
351 - BOWLING GREENE 1	1.25000	-		
352 - CARRIAGE HILL 1	1.19000	-		
353 - HERITAGE HALL 0	1.00000	-		
354 - GLENN MEADOWS 1	1.00000	-		
355 - DAVENPORT GRANVILLE 0	0.95000	-		
356 - WALNUT GROVE PLANTATION 1	1.00000	-		
357 - BROOKSDALE 1	1.28000	-		
358 - MILLSTONE 1	1.27000	-		
359 - LEXINGTON PARK 0	1.00000	-		
360 - LYONS PLACE 1	1.10000	-		
361 - GRESHAM CROSSING 1	1.00000	-		
362 - MERRIWEATHER I & II 0	1.00000	-		
363 - MARSHALL LANDING 1	1.00000	-		
364 - CHESLEIGH 0	1.00000	-		
365 - HASWELL BLUFF 1	1.00000	-		
366 - OLD BRASSFIELD 1	1.00000	-		
367 - APPLEWOOD 0	1.00000	-		
368 - AUTUMN CHASE 1	1.35000	-		
369 - RENNSHIRE 1	1.00000	-		
370 - IRONWOOD 0	0.92000	-		
371 - STARMONT 1	1.00000	-		
372 - WINDSOR 1	1.00000	-		
373 - QUAIL MEADOWS PH 3 & 4 1	1.17000	-		
374 - MONTGOMERY PLACE 1	1.00000	-		
375 - APPLEWOOD TOWNHOMES 0	1.00000	-		
376 - CUB CREEK RUN 1	1.00000	-		
377 - RESERVE @ PRESTWICK 0	1.18000	-		
378 - HIGHLANDS @ PRESTWICK 0	1.10000	-		
379 - WOODLIEF MEADOWS 1	1.00000	-		
380 - SILVERLEAF 1	0.88000	-		
381 - WINSOR LAKES 1	1.00000	-		
382 - OXFORD INDUSTRIAL 0	1.00000	-		
383 - CEDAR POINT 1	1.00000	-		
384 - WESLEY MANOR 1	1.00000	-		
385 - RIDGEWOOD 1	1.00000	-		
386 - SADDLE BACK CROSSING 1	1.00000	-		
387 - STOVALL HEIGHTS 1	1.00000	-		
388 - WYNNGATE PHASE II 0	1.00000	-		
389 - WYNNGATE PHASE III 0	1.00000	-		
390 - SPENCERS HIDEAWAY 1	1.00000	-		

NEIGHBORHOOD	ADJUSTMENT FACTOR	IMPROVEMENT TYPE		
391 - GOLDEN FOREST 1	1.24000	-		
392 - QUAIL MEADOWS TOWNHOMES 1	1.00000	-		
393 - THE VILLAGE 1	1.00000	-		
394 - ROCK BROOK 1	1.00000	-		
395 - MINOR 1	1.00000	-		
396 - MAGNUM FARMS 0	1.00000	-		
397 - CURRIN HILL 1	1.00000	-		
398 - NEW LIGHT CREEK 1	1.00000	-		
399 - DALTON MILL 1	1.00000	-		
400 - INDUSTRIAL 0	1.00000	-		
402 - THE MEADOWS AT FLEMMING FARM	1.00000	-		
996 - BUTNER MISC 1	1.00000	-		
				

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Version: 1.0.338.23798

**NOTICE OF ORDER AMENDING UNIFORM SCHEDULE OF VALUES,
STANDARDS, AND RULES FOR 2024 GENERAL REAPPRAISAL
(GRANVILLE COUNTY REAL PROPERTY ASSESSMENT MANUAL (2024))**

NOTICE IS HEREBY GIVEN that on the 15th day of April, the Granville County Board of Commissioners adopted an Order Amending Uniform Schedule of Values, Standards, and Rules for the 2024 General Reappraisal (Granville County Real Property Assessment Manual (2024)) (the “Order”). The Order amends the Granville County Real Property Assessment Manual by replacing the 2018 neighborhood adjustment factors which were included in error at pages 352 through 360 with the correct neighborhood adjustment factors reflecting fair market value for the 2024 revaluation.

NOTICE IS FURTHER GIVEN that a copy of the Amended Granville County Real Property Assessment Manual containing replacement pages 352 through 360 is posted on the Granville County website, www.granvillecounty.org/government/tax-department/, and is on file in the office of the Granville County Tax Assessor, 141 Williamsboro St, Oxford, NC for public inspection.

NOTICE IS FURTHER GIVEN that a property owner who asserts that the schedules, standards, and rules are invalid, may take exception from the order and appeal therefrom to the Property Tax Commission within 30 days of April 18th, the date when this notice of the order adopting the schedules, standards, and rules was first published.

This 18th day of April, 2024.

**ORDER AMENDING UNIFORM SCHEDULE OF VALUES,
STANDARDS, AND RULES FOR THE 2024 GENERAL REAPPRAISAL
(GRANVILLE COUNTY REAL PROPERTY ASSESSMENT MANUAL (2024))**

WHEREAS, Granville County adopted the Uniform Schedule of Values, Standards, and Rules for the 2024 General Reappraisal (Granville County Real Property Assessment Manual (2024)) (the “Property Assessment Manual”) on November 20, 2023; and

WHEREAS, the adopted Property Assessment Manual included the 2018 neighborhood adjustment factors in error at pages 352 through 360; and

WHEREAS, Granville County’s tax software had the correct neighborhood adjustment factors reflecting fair market value for the 2024 revaluation so no errors in appraised value arose from the erroneous inclusion of the 2018 neighborhood factors in the Property Assessment Manual;

WHEREAS, pursuant to the provisions of G.S. 105-317, the Tax Assessor for Granville County has submitted proposed replacement pages 352 through 360 for inclusion in the Property Assessment Manual to the Granville County Board of Commissioners; and

WHEREAS, the Board has caused to be published in a newspaper having general circulation in Granville County a notice stating that the proposed replacement pages to the Property Assessment Manual have been submitted to the Board of Commissioners and indicating the time and place of a public hearing on the proposed amendment to the Property Assessment Manual; and

WHEREAS, a public hearing was held at the appointed time and place; and

WHEREAS, the Board of Commissioners now desires to adopt the Amended Property Assessment Manual pursuant to the provisions of G.S. 105-317.

NOW, THEREFORE, IT IS ORDERED that the final Amended Uniform Schedule of Values, Standards, and Rules (Property Assessment Manual) attached to this Order is hereby adopted and approved for use in appraising real property at its true value in money as of January 1, 2024. A notice of the adoption of this Order shall be published once a week for four successive weeks in a newspaper having general circulation in Granville County. The final Amended Uniform Schedule of Values, Standards, and Rules (Property Assessment Manual) shall be available for public inspection at the office of the Tax Assessor, 141 Williamsboro Street, Oxford, North Carolina.

Adopted this the 15th day of April, 2024.

ATTEST

Debra A. Weary, Clerk to the Board

Timothy J. Karan, Chairman



Granville County Development Services

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

To: Board of Commissioners
From: Scott Phillips, Director
Department: Development Services
Date: April 15, 2024
Title: Triangle North Granville Business Park - Water Service Infrastructure

PURPOSE:

This request considers awarding a unit-price construction service contract needed for construction of the water service infrastructure for Triangle North Granville Business Park.

BACKGROUND:

In March of 2023, McGill Associates was retained to complete the final design and bid documents for the water service infrastructure needed for the Triangle North Granville Business Park. The final design consists of a 16-inch water line connecting to Oxford's system at the intersection of Highway 158 and Tabbs Creek Road, continuing along the right-of-way of Tabbs Creek Road and Triangle North Drive. The system is designed to service the existing phase I development as well as the future expansion of Triangle North Granville.

On April 5, 2024, five (5) competitive bid proposals were submitted by Granville County with the lowest responsive bid offered by Park Construction of North Carolina. A copy of the Certified Bid Tabulation along with the Recommendation to Award from McGill Associates.

COMPLIANCE WITH CONTRACT & PURCHASING POLICY:

The procurement procedure and subsequent request complies Section I, Formal Bids (NCGS 143-129).

FUNDING LINE ITEM:

Funding is available within the approved Triangle North Granville Project Ordinance.

RECOMMENDATION:

The Granville County Development Service Director, in conjunction with McGill Associates recommends awarding the unit-priced construction contract to Park Construction of North Carolina for an amount to include the Base Bid and Add Alternate 1 totaling \$1,975,439 and authorize the County Attorney to finalize the contract and the County Manager to execute the contract document. We also recommend a unit-price contingency of \$98,000, or 5% of the contract value.

ATTACHMENTS:

Recommendation to Award from McGill Associates
PowerPoint Presentation

ACTION TAKEN:



April 8, 2024

Scott Phillips, Director
Granville County Development Services
122 Williamsboro Street
Oxford, North Carolina 27535

RE: Recommendation of Award
Granville Business Park Phase 1 Water Main Extension
Granville County, North Carolina

Dear Mr. Phillips:

On April 2, 2024, five (5) bids were received and opened for the Granville Business Park Phase 1 Water Main Extension Project for Granville County. The project was bid formally and therefore three (3) bids were required to open.

The work under this Contract includes installation of approximately 7,500 linear feet of 16-inch water main with valves, hydrants, and related appurtenances to provide water service to existing residences along Tabbs Creek Road and to future development sites along Triangle North Drive. The low base bid was submitted by Park Construction of North Carolina, Inc. (Park) of Morrisville, North Carolina in the amount of \$1,716,946.00. Park also submitted pricing for one (1) requested Alternate Bid item as follows:

- Additional price of \$258,493 to install 16" Ductile Iron Pipe Water Main in lieu of 16" C-905 PVC Water Main, which is included in the base amount.

The submitted bids are summarized in the attached Certified Bid Tabulation.

Park is appropriately licensed by the North Carolina General Contractor Board and has successfully completed projects of similar scope in the region and done work previously for projects managed by McGill.

Based on our discussion, we understand that Granville County desires to install ductile iron pipe on this project in accordance with Alternate Bid No. 1. Ductile iron pipe provides, among other advantages, a higher pressure rating and increased tensile strength when compared to PVC pipe. Additionally, the City of Oxford has indicated that ductile iron pipe is the preferred pipe type for new water line in their system, into which this new line will become incorporated when completed. McGill Associates therefore recommends that Granville County accept Alternate Bid No. 1 and award the Granville Business Park Phase 1 Water Main Extension project to Park Construction of North Carolina, Inc in the amount of \$1,975,439.00. A copy of the bid submitted by Park is attached to this letter for the County's reference.

Scott Phillips, Director

April 8, 2024

Page 2 of 2

If you have any questions regarding this letter of recommendation, please feel free to give me a call. We look forward to working with Granville County through the construction phase of this important project.

Sincerely,

MCGILL ASSOCIATES, PA

DocuSigned by:

F989937702B444D...

MATTHEW R. JONES, P.E.

Project Manager

Enclosure: Certified Bid Tab, Park Construction Bid

<P:\2023\23.01909-GranvilleCoNC-Triangle North Business & Industrial Park\Bidding\23.01909 SP Letter of Recommendation.docx>

CERTIFIED BID TABULATION GRANVILLE BUSINESS PARK PHASE 1 WATER MAIN GRANVILLE COUNTY, NORTH CAROLINA				PARK CONSTRUCTION OF N.C.		H.G. REYNOLDS CO. INC.		J.F.WILKERSON CONTRACTING		TRIANGLE GRADING & PAVING, INC.		TERAFLEX GROUP, LLC	
BASE BID													
ITEM NO.	DESCRIPTION	QUAN.	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization (3%)	1	O	\$51,480.00	\$ 51,480.00	\$78,046.00	\$ 78,046.00	\$73,000.00	\$ 73,000.00	\$66,000.00	\$ 66,000.00	\$40,000.00	\$ 40,000.00
2	16" Class 350 Ductile Iron Water Line	200	LF	\$138.13	\$ 27,626.00	\$256.00	\$ 51,200.00	\$220.00	\$ 44,000.00	\$181.00	\$ 36,200.00	\$155.00	\$ 31,000.00
3	16" C905 PVC Water Line	7,300	LF	\$106.50	\$ 777,450.00	\$198.00	\$ 1,445,400.00	\$198.00	\$ 1,445,400.00	\$200.00	\$ 1,460,000.00	\$120.00	\$ 876,000.00
4	30" Steel Encasement for 16" Water Line	60	LF	\$516.00	\$ 30,960.00	\$400.00	\$ 24,000.00	\$370.00	\$ 22,200.00	\$165.00	\$ 9,900.00	\$350.00	\$ 21,000.00
5	16" Gate Valve & Box	11	EA	\$12,284.00	\$ 135,124.00	\$17,200.00	\$ 189,200.00	\$15,000.00	\$ 165,000.00	\$20,000.00	\$ 220,000.00	\$17,000.00	\$ 187,000.00
6	16" Combination Air Valve w/ Manhole	1	EA	\$6,645.00	\$ 6,645.00	\$17,630.00	\$ 17,630.00	\$7,900.00	\$ 7,900.00	\$9,500.00	\$ 9,500.00	\$7,100.00	\$ 7,100.00
7	20"x16" Tapping Sleeve & Valve	1	EA	\$43,958.00	\$ 43,958.00	\$51,000.00	\$ 51,000.00	\$47,000.00	\$ 47,000.00	\$49,500.00	\$ 49,500.00	\$47,000.00	\$ 47,000.00
8	Compact Ductile Iron Fittings	6,000	LBS	\$14.57	\$ 87,420.00	\$22.00	\$ 132,000.00	\$7.36	\$ 44,160.00	\$12.00	\$ 72,000.00	\$8.00	\$ 48,000.00
8.1	Restrained Joint Assembly	55	EA	\$697.00	\$ 38,335.00	\$1,200.00	\$ 66,000.00	\$796.00	\$ 43,780.00	\$865.00	\$ 47,575.00	\$1,600.00	\$ 88,000.00
9	Fire Hydrant Assembly	22	EA	\$11,975.00	\$ 263,450.00	\$19,720.00	\$ 433,840.00	\$10,600.00	\$ 233,200.00	\$12,500.00	\$ 275,000.00	\$8,200.00	\$ 180,400.00
10	Water Service Assembly - Short Side	8	EA	\$3,385.00	\$ 27,080.00	\$1,300.00	\$ 10,400.00	\$3,800.00	\$ 30,400.00	\$1,025.00	\$ 8,200.00	\$1,900.00	\$ 15,200.00
11	Water Service Assembly - Long Side	4	EA	\$5,164.00	\$ 20,656.00	\$2,300.00	\$ 9,200.00	\$6,400.00	\$ 25,600.00	\$1,269.00	\$ 5,076.00	\$2,700.00	\$ 10,800.00
12	Additional 1" Water Service Piping	100	LF	\$13.00	\$ 1,300.00	\$20.00	\$ 2,000.00	\$86.00	\$ 8,600.00	\$12.00	\$ 1,200.00	\$25.00	\$ 2,500.00
13	Meter Box Assembly	12	EA	\$1,251.00	\$ 15,012.00	\$1,500.00	\$ 18,000.00	\$1,450.00	\$ 17,400.00	\$1,000.00	\$ 12,000.00	\$1,400.00	\$ 16,800.00
14	Concrete Drive Repair	20	LF	\$144.00	\$ 2,880.00	\$150.00	\$ 3,000.00	\$150.00	\$ 3,000.00	\$145.00	\$ 2,900.00	\$350.00	\$ 7,000.00
15	Gravel Drive Repair	200	LF	\$17.41	\$ 3,482.00	\$20.00	\$ 4,000.00	\$21.00	\$ 4,200.00	\$21.00	\$ 4,200.00	\$39.00	\$ 7,800.00
16	Asphalt Road Pavement Repair (City St.)	120	LF	\$1,050.00	\$ 126,000.00	\$140.00	\$ 16,800.00	\$1,200.00	\$ 144,000.00	\$135.00	\$ 16,200.00	\$235.00	\$ 28,200.00
17	Silt Fence	3,000	LF	\$4.13	\$ 12,390.00	\$6.00	\$ 18,000.00	\$4.00	\$ 12,000.00	\$3.00	\$ 9,000.00	\$4.00	\$ 12,000.00
18	Culvert Inlet Protection	9	EA	\$150.00	\$ 1,350.00	\$350.00	\$ 3,150.00	\$450.00	\$ 4,050.00	\$200.00	\$ 1,800.00	\$370.00	\$ 3,330.00
19	Sediment Wattle	420	LF	\$8.65	\$ 3,633.00	\$14.00	\$ 5,880.00	\$10.00	\$ 4,200.00	\$25.00	\$ 10,500.00	\$150.00	\$ 63,000.00
20	Curb Inlet Protection	1	EA	\$222.00	\$ 222.00	\$350.00	\$ 350.00	\$275.00	\$ 275.00	\$200.00	\$ 200.00	\$200.00	\$ 200.00
21	Select Fill	50	CY	\$37.74	\$ 1,887.00	\$70.00	\$ 3,500.00	\$100.00	\$ 5,000.00	\$50.00	\$ 2,500.00	\$25.00	\$ 1,250.00
22	Rock Excavation	100	CY	\$231.00	\$ 23,100.00	\$200.00	\$ 20,000.00	\$275.00	\$ 27,500.00	\$55.00	\$ 5,500.00	\$40.00	\$ 4,000.00
23	Traffic Control	1	LS	\$15,506.00	\$ 15,506.00	\$77,000.00	\$ 77,000.00	\$34,135.00	\$ 34,135.00	\$73,000.00	\$ 73,000.00	\$20,000.00	\$ 20,000.00
TOTAL BASE BID (SUM OF ITEMS 1 TO 23)				\$1,716,946.00		\$2,679,596.00		\$2,446,000.00		\$2,397,951.00		\$1,717,580.00	
ALTERNATE BID NO. 1 (16" DIP WATER MAIN)				PARK CONSTRUCTION		H.G. REYNOLDS		J.F. WILKERSON		TRIANGLE GRADING		TERAFLEX	
ITEM NO.	DESCRIPTION	QUAN.	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A1	16" DIP Water Main in lieu of Item No. 3 - 16" C905 PVC Water Main. Unit price shall be an addition to or a deduction from the unit price provided in Item 3 - 16" C905 PVC Water Main	7,300	LF	**\$35.41	\$258,493.00	\$68.00	\$496,400.00	**\$13.00	\$94,900.00	**\$34.18	\$249,514.00	\$44.00	\$321,200.00
** Indicates where Bidder did not list unit price for Alternate Bid, so the unit price was calculated based on Total Price for Bid Alternate provided by Bidder.													

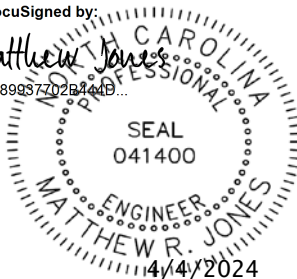
This is to certify that the bids tabulated herein were accompanied by a 5% bid bond or certified check and publicly opened at 2:00 p.m. local time on the 2nd day of April, 2024, in the Meeting Room of the Granville County Convention and Expo Center, located at 4185 US 15 South, Oxford, North Carolina.



DocuSigned by:



F989937Z02B744B...



Matthew R. Jones, PE
5400 Trinity Road, Suite 107
Raleigh, North Carolina 27607
919-378-9111
Firm License # C-0459

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # PCNC326

KNOW ALL MEN BY THESE PRESENTS, that we
PARK CONSTRUCTION OF NORTH CAROLINA, INC.

416 AIRPORT BOULEVARD
MORRISVILLE, NC 27560

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

350 GRANITE STREET
BRAINTREE, MA 02184

a corporation duly organized under the laws of the State of

CT

as Surety, hereinafter called the Surety, are held and firmly bound unto

GRANVILLE COUNTY

104 BELLE STREET OXFORD, NC 27565

(Here insert full name, and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Amount Bid-----Dollars (\$ 5% of bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

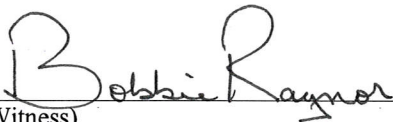
WHEREAS, the Principal has submitted a bid for

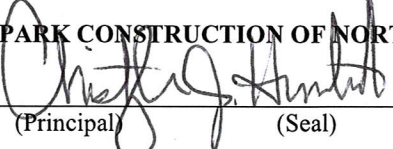
GRANVILLE BUSINESS PARK - PHASE 1 WATER MAIN EXTENSION

(Here insert full name, address and description of project)

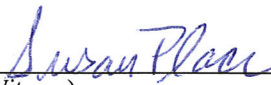
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

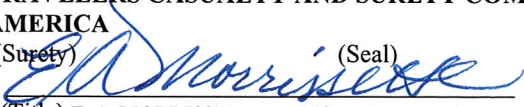
Signed and sealed this **MARCH 26, 2024**.


(Witness)

PARK CONSTRUCTION OF NORTH CAROLINA, INC.

(Principal) (Seal)

VICE PRESIDENT
(Title)


(Witness)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
(Surety)

(Seal)
(Title) **E. A. MORRISSETTE, ATTORNEY-IN-FACT**



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **E A Morrisette** of **Manchester New Hampshire**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 26th day of March, 2024



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

FORM OF PROPOSAL

Granville County

Granville Business Park Phase 1 Water Main Extension

Contract Granville Business Park Phase 1 Water Main Extension

Bidder: PARK CONSTRUCTION OF NC, INC

Date: APRIL 2ND, 2024

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed. The bidder further declares that he and his subcontractors have fully complied with NCGS 64, Article 2 in regards to E-Verification as required by Section 2.(c) of Session Law 2013-418, codified as N.C. Gen. Stat. § 143-129(j).

The Bidder proposes and agrees if this proposal is accepted to contract with **Granville County** in the form of contract specified below, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of **Granville Business Park Phase 1 Water Main Extension** in full in complete accordance with the plans, specifications and contract documents, to the full and entire satisfaction of the Granville County, and the with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the contract documents, for the following price(s):

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

The Owner also reserves the right to award the Contractor that is in the best interest of the Owner, to not award the work, or not to award any of the non-essential items in the Base Bid.

**GRANVILLE BUSINESS PARK PHASE I WATER MAIN EXTENSION
GRANVILLE COUNTY, NORTH CAROLINA**

BASE BID

No.	DESCRIPTION	QTY.	UNIT	BID UNIT PRICE	BID PRICE
1	Mobilization (3%)	1	LS	51,480	51,480
2	16" Class 350 Ductile Iron Water Line	200	LF	138 ¹³	27,626
3	16" C905 PVC Water Line	7300	LF	106 ⁵⁰	777,450
4	30" Steel Encasement for 16" Water Line	60	LF	516	30,960
5	16" Gate Valve & Box	11	EA	12,284	135,124
6	16" Combination Air Valve w/ Manhole	1	EA	6645	6645
7	20"x16" Tapping Sleeve & Valve	1	EA	43,958	43,958
8	Compact Ductile Iron Fittings	6000	LBS	14 ⁵⁷	87,420
8.1	Restrained Joint Assembly	55	EA	697	38,335
9	Fire Hydrant Assembly	22	EA	11,975	263,450
10	Water Service Assembly - Short Side	8	EA	3385	27,080
11	Water Service Assembly - Long Side	4	EA	5164	20,656
12	Additional 1" Water Service Piping	100	LF	13	1300
13	Meter Box Assembly	12	EA	1251	15,012
14	Concrete Drive Repair	20	LF	144	2880
15	Gravel Drive Repair	200	LF	17 ⁴¹	3482
16	Asphalt Road Pavement Repair (City St.)	120	LF	1050	126,000
17	Silt Fence	3000	LF	4 ¹³	12,390
18	Culvert Inlet Protection	9	EA	150	1350
19	Sediment Wattle	420	LF	8 ⁶⁵	3633
20	Curb Inlet Protection	1	EA	222	222
21	Select Fill	50	CY	37 ⁷⁴	1887
22	Rock Excavation	100	CY	231	23,100
23	Traffic Control	1	LS	15,506	15,506
TOTAL OF BASE BID (SUM OF ITEMS 1 TO 23)					1,716,946⁰⁰

ALTERNATE BID NO. 1 (16" DIP WATER MAIN)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
A1	16" DIP Water Main <u>in lieu of</u> Item No. 3 - 16" C905 PVC Water Main. Unit price shall be an <u>addition to</u> or a <u>deduction from</u> the unit price provided in Item No. 3 - 16" C905 PVC Water Main	7300	LF	(ADD) or DEDUCT (Circle one)	258,493

SINGLE PRIME CONTRACT:

Base Bid: ONE MILLION SEVEN HUNDRED SIXTEEN
THOUSAND NINE HUNDRED FORTY-SIX Dollars (\$) 1,716,946⁰⁰

Alternate Bid No. 1: TWO HUNDRED FIFTY-EIGHT THOUSAND
FOUR HUNDRED NINETY-THREE Dollars (\$) 258,493

Bidder agrees that the Work will be substantially complete within 240 calendar days after the date when the Contract Times commence to run as provided in the Modified General Conditions, and will be completed and ready for final payment in accordance with the Modified General Conditions within 270 calendar days after the date when the Contract Times commence to run.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

General Subcontractor:

N/A Lic _____

Plumbing Subcontractor:

N/A Lic _____

Mechanical Subcontractor:

N/A Lic _____

Electrical Subcontractor:

N/A Lic _____

GS143-128(d) requires all single prime bidders to identify their subcontractors for the above subdivisions of work. A contractor whose bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (i) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or non-responsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (ii) with the approval of the awarding authority for good cause shown by the contractor.

MINORITY BUSINESS PARTICIPATION REQUIREMENTS

Provide with the bid - Under GS 143-128.2(c) the undersigned bidder shall identify **on its bid** (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses. **Also** list the good faith efforts (Affidavit **A**) made to solicit minority participation in the bid effort.

NOTE: A contractor that performs all of the work with its own workforce may submit an Affidavit (**B**) to that effect in lieu of Affidavit (**A**) required above. The MB Participation Form must still be submitted even if there is zero participation.

After the bid opening - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low bidder, the bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:

An Affidavit (**C**) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the 10% goal established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort and Affidavit **D** is not necessary;

*** OR ***

If less than the 10% goal, Affidavit (**D**) of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

Note: Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. If there is no MB participation, then enter none or zero on the form. Affidavit A **or** Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

Proposal Signature Page

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bonds within ten (10) consecutive calendar days after being given written notice of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

Respectfully submitted this day of APRIL 2ND, 2024

PARK CONSTRUCTION OF NC, INC.
(Name of firm or corporation making bid)

WITNESS:

By:

Christopher J. Humbert
Signature

Name:

CHRISTOPHER J. HUMBERT
Print or type

Title

VICE PRESIDENT
(Owner/Partner/Pres./V.Pres)

Address

PO Box 500

MORRISVILLE, NC 27560

License No.

61200

Federal I.D. No.

03-0461434

Email Address: Chumbert@parknc.com

ATTEST:

By:

Bobbie Raynor

Title:

ASSISTANT SECRETARY
(Corp. Sec. or Asst. Sec. only)



Addendum received and used in computing bid:

Addendum No. 13-8-24 Addendum No. 4 _____ Addendum No. 7 _____

Addendum No. 2 3-25-24 Addendum No. 5 _____ Addendum No. 8 _____

Addendum No. 3 ~~3-28-24~~ Addendum No. 6 _____

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

GRANVILLE COUNTY AFFIDAVIT A – Listing of Good Faith Efforts

County of GRANVILLE

Affidavit of PARK CONSTRUCTION OF NC, INC. (Name of Bidder)
I have made a good faith effort to comply under the following areas checked:

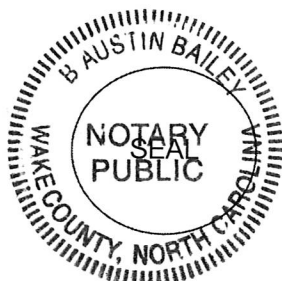
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☒ 1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☒ 2 --(10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☒ 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ 4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☒ 5 – (10 pts) Attended prebid meetings scheduled by the public owner.
- ☒ 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☒ 7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☒ 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☒ 9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☒ 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 4-2-24 Name of Authorized Officer: CHRISTOPHER D. HUMBERT
Signature: [Signature]
Title: VICE PRESIDENT



State of North Carolina, County of Wake
Subscribed and sworn to before me this 2 day of April 2024
Notary Public B. Austin Bailey
My commission expires May 23, 2026

Expiration Date

12/31/2024

License No.

61200

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Park Construction of North Carolina, Inc.

Morrisville, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Unclassified

until

December 31, 2024

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2024

This certificate may not be altered.



Robert H. H. H.
Chairman

C. Hank Wiener
Secretary-Treasurer

PARK

CONSTRUCTION OF NC, INC.

Park Construction of North Carolina, Inc.
Certificate of Vote

I, Anne M. Young, hereby certify that I am elected Secretary of Park Construction of North Carolina, Inc.

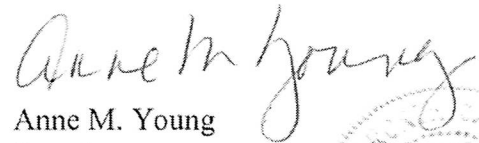
I, hereby certify that the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on Thursday, December 31, 2015 at which a quorum was present and voting.

Voted:

RESOLVED, That Christopher J. Humbert was elected Vice President of Park Construction of North Carolina, Inc., effective December 31, 2015 is duly authorized and empowered to enter into any contract designated in the name of and on behalf of Park Construction of North Carolina, Inc., upon such terms and conditions as may be agreed upon between he and designated entities. Further, he is authorized to execute any document, which in his judgement is desirable to effect the purpose of this vote.

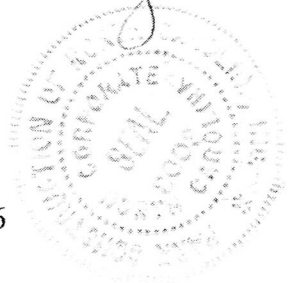
I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of January 5, 2016 and that Christopher J. Humbert is an officer and a bona fide employee of Park Construction of North Carolina, Inc.

ATTEST:



Anne M. Young
Secretary
Park Construction of
North Carolina, Inc.

DATE: January 5, 2016



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Post Office Box 500 • Morrisville, NC 27560 • Phone (919) 319-8801 • Fax (919) 319-8835





CONSTRUCTION OF NC, INC.

Park Construction of North Carolina, Inc.
Certificate of Vote

I, Anne M. Young, hereby certify that I am elected Secretary of Park Construction of North Carolina, Inc.

I, hereby certify that the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on Wednesday, January 13, 2016 at which a quorum was present and voting.

Voted:

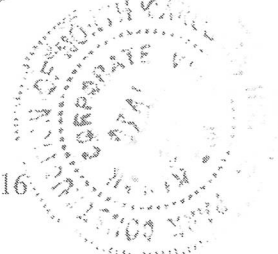
RESOLVED, That Bobbie G. Raynor was elected Assistant Secretary of Park Construction of North Carolina, Inc., effective January 13, 2016 and is duly authorized and empowered to enter into any contract designated in the name of and on behalf of Park Construction of North Carolina, Inc., upon such terms and conditions as may be agreed upon between he and designated entities. Further, he is authorized to execute any document, which in his judgement is desirable to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of January 14, 2016 and that Bobbie G. Raynor is an officer and a bona fide employee of Park Construction of North Carolina, Inc.

ATTEST:

Anne M. Young
Secretary
Park Construction of
North Carolina, Inc.

DATE: January 14, 2016



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TEAMWORK Together We Achieve The Extraordinary!



Board of Commissioners
Regular Meeting

April 15, 2024

Triangle North Business Park Water Service Infrastructure

Project Management



- McGill Associates reengaged in March 2023 to complete design and bid documents.
- The design consist of approximately 7,500 linear feet of 16-inch water main connecting to Oxford's system at the intersection of US Hwy 158 and Tabbs Creek Road.
- The infrastructure will route along the right-of-way Tabbs Creek Road and Triangle North Drive.
- The system design will provide service for phase 1 of the park as well as the park's future expansion.
- Properties along Tabbs Creek Road will have the ability to be serviced by public water.



Recommendation

The Granville County Development Services Director, in conjunction with McGill Associates recommends awarding the unit-priced construction contract to Park Construction of North Carolina for an amount to include the Base Bid of \$1,716,946 and (ADD) Alternate for use of Ductile Iron pipe for \$258,493, totaling \$1,975,439 and authorizes the County Attorney to finalize the contract and the County Manager to execute the contract document.

We also recommend a unit-price contingency of \$98,000, or 5% of the construction value and any associated approved change request.

North Granville Senior Center | Development Services | April 15, 2024

Questions

from the Board



Triangle North Water | Development Services | April 15, 2024



Granville County Administration

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: April 15, 2024
Title: Granville County Board of Adjustment

PURPOSE:

To make appointments/reappointments to the Granville County Board of Adjustment.

BACKGROUND:

The function and duty of the Board of Adjustment is to hear and decide appeals from and review any order, requirement, decision, or determination made by an administrative official charged with enforcing the Granville County Zoning Ordinance. This Board shall also hear and consider any and all requests for variances and conditional use permits from the public at large, and arguments regarding zoning district boundary interpretation.

The terms of Jimmy Williams (District 3), John Frank (District 6), John W. Wimbush (District 7) and Delores Lyons (District 4), Alternate expire in April.

Others serving:

Michael O. Smith	District 1
Wayne Overton	District 2
Vacant	District 3
Juanita Rogers	District 4
Laura Howerton	District 5
Vacant	District 6
Vacant	District 7
Victoria Bradsher, Alternate	District 2
Vacant	Alternate

ACTION TAKEN:



Granville County Administration

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: April 15, 2024
Title: **County Manager's Report**

PURPOSE:

Any matters as needed by the County Manager.

ACTION TAKEN:



Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: April 15, 2024
Title: **County Attorney's Report**

Any items as needed by the County Attorney.

ACTION TAKEN:



Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: April 15, 2024
Title: **Presentations by County Board Members**

PURPOSE:

Board members will make comments, give reports, and make announcements.

- Commissioner Rob Williford
- Commissioner Sue Hinman
- Commissioner Tony W. Cozart
- Commissioner Russ May
- Commissioner Jimmy Gooch
- Commissioner Zelodis Jay
- Chair Timothy Karan

ACTION TAKEN:



Granville County Administration

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: April 15, 2024
Title: **Any Other Matters**

PURPOSE:

To consider any other matters as needed.

ACTION TAKEN:



Granville County Administration

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: April 15, 2024
Title: Closed Session as allowed by G.S. 143-318.11(a)(4)- Economic Development

PURPOSE:

To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations.

ACTION TAKEN: