

AGENDA
GRANVILLE COUNTY BOARD OF COMMISSIONERS

Monday, March 18, 2024



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

Consent Agenda

1. Budget Amendment #8 for Fiscal Year 2023-2024 (p. 3)
2. Tax Refunds, Releases & Write-offs (p. 11)
3. Additional Review Officers (p. 22)
4. LinkedIn Learning Online Training Subscription Renewal (p. 24)

Introductions, Recognitions and Presentations

5. Fair Housing Month Proclamation (p. 27)
6. Small Farms Week Proclamation (p. 29)
7. 2024 Revaluation Update (p. 31)

Public Comments

8. Public Comments (p. 37)

Public Hearings

9. Hold Legislative Hearing Regarding Wilton Rezoning (p. 38)

Emergency Communications Matters

10. 911 Board Radio Grant (p. 94)

Sheriff Matters

11. Adjustments to Part-Time Courthouse Security Classification (p. 120)
12. Request to Surplus Weapons (p. 121)

Project Management

13. Asphalt Walking Trail Repairs // Granville Athletic Park (p. 126)

Appointments

14. Agricultural Advisory Board (p. 137)

County Manager's Report

15. County Manager's Report (p. 138)

County Attorney's Report

16. County Attorney's Report (p. 139)

Presentations by County Board Members

17. Presentations by County Board Members (p. 140)

Any Other Matters

18. Any Other Matters (p. 141)

Closed Session

19. Closed Session - G.S. 143-318.11(a)(3) - Attorney-Client Matter (p. 142)
20. Closed Session as allowed by G. S. 143-318.11(a)(6) – Personnel (p. 143)



Granville County Finance

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

To: Board of Commissioners
From: Steve McNally
Department: Finance
Date: March 18, 2024
Title: **Budget Amendment #8 for Fiscal Year 2023-2024**

PURPOSE:

To consider approval of Budget Amendment #8 for fiscal year 2023-2024.

BACKGROUND:

As described in G.S. 159-15, these are amendments to the FY 2023-2024 operating budget, presented by various operating departments, the Finance department, and the County Board of Commissioners. These update the existing budget to reflect necessary changes in spending and offsetting sources of funding, which result in a balanced budget.

These amendments to the General Fund (\$113,748 in total) include the net of the following:

- Appropriation of \$7,780 of unspent funds from a prior year Duke Energy Grant by Emergency Management
- Recognition of a United Way Nutrition Grant for Senior Services (\$12,500).
- Establishing donation expenditure budgets for the following:
 - \$25,468 for the three Senior Service facilities, and the Senior Service Community Aging program
 - \$10,000 for Veteran Services
 - \$25,000 for Animal Control.(Memo explaining donations accompanies this amendment)
- \$30,000 ad valorem tax payment paid by the County (to the County) on behalf of Granville County Public Schools.

Also included is a \$300,000 realignment of funds between the Economic Development department and Non-Departmental to fund anticipated legal fees for the balance of the year and a \$3,500 realignment within the Economic Development department to sponsor a table for the RTRP State of the Region event.

Additionally, this includes receipt of a \$1,000,000 grant from the NC Treasury which will be assigned in fund balance for the development of Triangle North property. (This results in an initial zero net effect on the operating budget).

In the Convenience Site fund, an amendment was made to fund project waste removal fees for balance of the fiscal year.

RECOMMENDATION:

The Finance Director and County Manager recommend approval of Budget Amendment #8.

ATTACHMENTS:

BA #8 - Summary

BA #8 - Detail

Memo concerning donations

ACTION TAKEN:

BUDGET AMENDMENT #8
March 18, 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			\$ 32,780
Emergency Management	\$7,780		
Animal Control	\$25,000		
Community Services			\$ (100,000)
Economic Development		(\$100,000)	
Human Services			\$ 50,968
Veterans Services	\$10,000		
HCCBG & Transportation	\$12,500		
Oxford Senior Center	\$25,568		
Senior Center - North	\$400		
Senior Center - South	\$2,500		
Education			\$ 30,000
Granville County School System	\$30,000		
Area Projects and Other Appropriations			\$ 100,000
Non-Departmental	\$100,000		
Total Expenditures			\$ 113,748

Revenues			
Ad Valorem Taxes	30,000		
Restricted and Intergovernmental	1,075,968		
Appropriated Fund Balance		(\$992,220)	
Total Revenues			\$ 113,748

CONVENIENCE SITE FUND

Expenditures	Increase	Decrease	Total
Landfill Operations	\$36,000		
Total Expenditures			\$ 36,000
Revenues			
Collection Fees	\$36,000		
Total Revenues			\$ 36,000

BUDGET AMENDMENT #8
Detail [For Reference Only]

				Amendment	Budget after Amendment
Public Safety					
Emergency Management					
Expenditures: Increase/ (Decrease)					
10	4330	510	Capital outlay	\$7,780	\$29,453
Revenues: Increase/ (Decrease)					
10	3990	991	Appropriated Fund Balance	\$7,780	\$7,780
<i>Description: Appropriate unspent funds from the \$25,000 Duke Energy Grant fund awarded last year for the purchase of cots.</i>					

Animal Control					
Expenditures: Increase/ (Decrease)					
10	4380	397	Spay & Neuter - Donations*	\$12,500	\$12,500
10	4380	197	Professional Services - Donations*	\$12,500	\$12,500
Revenues: Increase/ (Decrease)					
10	3833	438	Donations to Animal Control*	\$25,000	\$25,000
<i>Description: Establish a separate donation revenue and expenditure budget line item for the Animal Control department. Donation expenditures are estimated for the entire FY.</i>					

Community Development

Non- Departmental					
Revenues: Increase/ (Decrease)					
10	3990	991	Appropriated Fund Balance	(\$1,000,000)	(\$1,000,000)
10	3920	000	State Grant for Development of Triangle N	\$1,000,000	\$1,000,000
<i>Description: Recognize grant received from North Carolina Treasury for the development of Triangle North property. These funds will be assigned to an incentive package to Portman Industries LLC for site preparation.</i>					

Economic Development

Expenditures: Increase/ (Decrease)					
10	8540	109	Legal Fees	\$300,000	\$600,000
10	4920	121	Salaries	(\$100,000)	\$147,838
10	8540	801	Economic Incentives	(\$200,000)	\$500,000
<i>Description: Transfer lapsed economic incentive salaries to fund anticipated legal fees for the balance of FY 2024.</i>					

BUDGET AMENDMENT #8
Detail [For Reference Only]

				Amendment	Budget after Amendment
Economic Development					
Expenditures: Increase/ (Decrease)					
10	4920	121		(\$3,500)	(\$3,500)
10	4920	395		\$3,500	\$3,500

Description: Transfer economic incentives for sponsorship of table for RTRP State of the Region event.

Human Services

Veterans Services

Expenditures: Increase/ (Decrease)					
10	5820	233	Veterans Affairs Events*	\$10,000	\$10,000
Revenues: Increase/ (Decrease)					
10	3582	840	Veterans Affairs Donation*	\$10,000	\$10,000

Description: Establish a separate donation revenue and expenditure budget line item for the Veterans Service department. Donation expenditures are estimated for the entire FY.

Senior Services

Expenditures: Increase/ (Decrease)					
10	5859	220		\$12,500	\$112,500
Revenues: Increase/ (Decrease)					
10	3586	841		\$12,500	\$12,500

Description: Recognize receipt of United Way Nutrition grant for FY 2024.

Senior Services

Expenditures: Increase/ (Decrease)					
10	5860	650	Community Aging Donation- Payment Assist	\$12,568	\$12,568
Revenues: Increase/ (Decrease)					
10	3833	910	Community Aging Donation-*	\$12,568	\$13,768

Description: Establish a separate donation revenue and expenditure budget line item for the Community Aging Fund. Donation expenditures are estimated for the entire FY.

Senior Services

Expenditures: Increase/ (Decrease)					
10	5860	233	SC Oxford - Events (Donations)	\$13,000	\$16,101
10	5861	233	SC North - Events (was Donations)	\$400	\$500
10	5870	233	SC South - Events (was Donations)	\$2,500	\$2,600
Revenues: Increase/ (Decrease)					
10	3833	845	Senior Center Oxford Donations-*	\$13,000	\$13,000
10	3833	852	Senior Center North Donations-*	\$400	\$400
10	3833	844	Senior Center South Donations-*	\$2,500	\$2,500

Description: Establish separate donation revenue and expenditure budget line items for the Oxford Senior Center, Senior Center - North and Senior Center - South. Donation expenditures are estimated for entire FY.

BUDGET AMENDMENT #8

Detail [For Reference Only]

				Amendment	Budget after Amendment
Education					
GC Public Schools					
Expenditures: Increase/ (Decrease)					
10	5911	570	Direct Facility Support	\$30,000	\$30,000
Revenues: Increase/ (Decrease)					
10	3190	110	Current Yr Ad Valorem Taxes	\$30,000	\$40,547,234
<i>Description: Recognize the payment and receipt of ad valorem tax levied on property deeded to Granville County Public Schools. Payment is made by Granville County (on behalf of GCPS) to the Granville County Tax Office.</i>					

Solid Waste Fund					
Convenience Sites					
Expenditures: Increase/ (Decrease)					
59	4710	399	Container Transpotation	\$36,000	\$336,000
Revenues: Increase/ (Decrease)					
59	3472	412	User Fees	\$36,000	\$1,136,000
<i>Description: Fund projected GFL convenience site waste removal fees for the balance of the fiscal year. Funding will come from user fees that are YTD higher than originally budgeted.</i>					

BUDGET AMENDMENT #8

March 18, 2024

SUMMARY

GENERAL FUND	INTER-FUNCTION TRANSFER		SOURCE OF FUNDS					
	From	To	Appropriated Fund Balance	+	Restricted & Intergov't Rev	+	Inter-Fund Transfers	= Net Change
General Government	\$0	\$0	\$0		\$0			\$0
Public Safety	\$0	\$0	\$7,780		\$25,000			\$32,780
Community Services	\$303,500	\$303,500	(\$1,000,000)		\$1,000,000			\$0
Human Services	\$0	\$0	\$0		\$50,968			\$50,968
Projects & Other Approp's(Non-Dept'l)	\$0	\$0	\$0		\$30,000			\$30,000
Fleet	\$0	\$0	\$0		\$0			\$0
Use of Contingencies	\$0	\$0	\$0		\$0			\$0
Total	\$303,500	\$303,500	(\$992,220)		\$1,105,968		\$0	\$113,748

OTHER FUNDS	INTRA-FUND TRANSFER		SOURCE OF FUNDS					
	From	To	Appropriated Fund Balance	+	Restricted & Intergov't Rev	+	Inter-Fund Transfers	= Net Change
LANDFILL								
Operations					\$36,000			\$36,000

TOTAL - ALL FUNDS	\$303,500	\$303,500	(\$992,220)		\$1,141,968		\$0	\$149,748
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This budget amendment includes an overall increase of \$113,748 to the General Fund budget. This increase comprises an appropriation of \$7,780 of unspent funds from a prior year Duke Energy Grant by Emergency Management and recognition of a United Way Nutrition Grant for Senior Services (\$12,500). It also include establishing donation expenditure budgets for the following: \$25,468 for the three Senior Service facilities , as well as the Senior Service Community Aging program; \$10,000 for Veteran Services and \$25,000 for Animal Control. This increase also includes \$30,000 ad valorem tax payment paid by the County (to the County) on behalf of Granville County Public Schools. Also included in this budget amendment is receipt of the \$1,000,000 grant from the NC Treasury which will be assigned in fund balance for the development of Triangle North property. (The immediate net effect of the grant on the operating budget is zero).

Within this amendment, there is also \$300,000 realignment of funds between the Economic Development department and Non-Departmental to fund anticipated legal fees for the balance of the fiscal year, as well as a \$3,500 realignment within the Economic Development department to sponsor a table for the RTRP State of the Region event.

In the Convenience Site fund, an amendment was made to fund project waste removal fees for the balance of the fiscal year.

Date: March 12, 2024
To: Granville County Board of Commissioners
From: Steve McNally
Subject: Accounting for departmental specified donations (accompanies 3/18/24 budget amendment)

To adhere more closely to the Local Government Budget and Fiscal Control Act, the Finance Department will remove any FY 2024 departmental donation accounts in the General Ledger that are a combination of revenue and expenditure and replace them with separate donation revenue accounts and expenditure accounts.

Several departments have accumulated donation balances (the net of donation revenues and donation expenditures) over multiple periods. These amounts will be designated as an assignment of General Fund balance (as of 6/30/23) as follows:

Donation balances as of 6/30/2023	
Veterans Services	\$12,971.64
Senior Services - South	\$21,478.83
Senior Services - North	\$32,205.65
Senior Services - Oxford	\$18,441.32
Creative Lifetime Learning (budget already established)	\$24,920.64
Community Aging	\$6,532.90
Animal Control	\$63,233.96
Sheriff Office (budget already established)	\$84.13
Total Donation Balance	\$179,869.07

Regarding FY 2024, each of the departments mentioned above will be assigned at least one DONATION expenditure account with a budget based on anticipated expenditures for the year. Likewise, the Finance Department will recognize the current year's donations for each department and account for them in a corresponding DONATION REVENUE account. (This amendment establishes the expenditure and revenue accounts and budgets for each of these donation accounts.)

At the conclusion of FY 2024 (and at the conclusion of each fiscal year thereafter), the Finance Department will calculate for each department the total of actual FY donation revenues netted against corresponding FY departmental donation expenditures. This net total will be added to each department's previous donation balance to reflect the department's new donation balance as of 6/30/2024. The total of all donation balances will then be used to recalculate the General Fund total assigned fund balance. These adjustments will be done in the month of August following the conclusion of the FY.

Once the adjustments are completed, departmental donation expenditures can be budgeted in the subsequent year (up to the amount of each department's donation balance).



Granville County Tax Administration

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

To: Board of Commissioners
From: Tamonica Thorpe
Department: Tax Administration
Date: March 18, 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	February 22, 2024 – March 6, 2024:	\$ 16.36
Releases	February 22, 2024 – March 6, 2024:	\$3,364.08
Write-offs (\$2 and less)	February 22, 2024 – March 6, 2024:	\$ 36.60

Refunds for taxpayer overpayments \$16.36

Releases for billed in error \$3,364.08

RECOMMENDATION:

The Tax Administrator, Jenny Short recommends approval of tax refunds \$16.36, releases \$3,364.08 and write-offs \$36.60 for February 22, 2024, through March 6, 2024.

ATTACHMENTS:

Detailed Refund Report
Detailed Release Report
Detailed Write-off Report

ACTION TAKEN:

RUN DATE: 3/7/2024 11:04 AM

GRANVILLE COUNTY REFUND REPORT

PARAMETERS SELECTED FOR ACTIVITY REFUND REPORT:

TRANSACTION DATE RANGE: 02/22/2024 12:00:00 AM - 03/06/2024 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: 3/7/2024 11:04 AM

GRANVILLE COUNTY REFUND REPORT

NAME	BILL NUMBER	PAYMENT TYPE	AMOUNT	OPER	DATE TIME
33985201 BUNDICK CARLOS 1651 BIRCH DR CREEDMOOR, NC 27522	2023-40798	PERSONAL PROPERTY	8.89	CTH	2/22/2024 10:03:46 AM
82639301 WILKINS ROBERT JR WILKINS DEONE 9544 NC HWY 96 OXFORD, NC 27565	2023-33117	PERSONAL PROPERTY	1.71	CTH	2/28/2024 10:25:48 AM
87362304 SOUTHERN EXPRESS INC VANCE HOOVER 2531 SCHIEFFELIN RD APEX, NC 27502-7001	2023-201146	PERSONAL PROPERTY	5.76	CTH	3/5/2024 10:59:36 AM
1035143 ADDYSON QUALIFIED OPPORTUNITY FUND LLC 1696 HAYES RD CREEDMOOR, NC 27522-8741	2022-476	PERSONAL PROPERTY	66.40	TJT	3/6/2024 9:29:47 AM
1035143 ADDYSON QUALIFIED OPPORTUNITY FUND LLC 1696 HAYES RD	2023-476	PERSONAL PROPERTY	30.59	TJT	3/6/2024 9:32:33 AM

** VOIDED **

** VOIDED **

RUN DATE: 3/7/2024 11:04 AM

GRANVILLE COUNTY REFUND REPORT

NAME	BILL NUMBER	PAYMENT TYPE	AMOUNT	OPER	DATE TIME
CREEDMOOR, NC 27522-8741		ADDYSON QUALIFIED OPPORTUNITY FUND LLC REFUND RECIPIENT: ADDYSON QUALIFIED OPPORTUNITY FUND LLC RELEASE OVERPAYMENT 1696 HAYES RD CREEDMOOR NC 27522			
1086603	2023-61699	RP: 191204530494	41.01	TJT	3/6/2024 9:35:28 AM
HATCHER CREEK VILLAGE LLC					** VOIDED **
2550 CAPITOL DR SUITE 105 CREEDMOOR, NC 27522-8293		AUTOAGENT REFUND RECIPIENT: HATCHER CREEK VILLAGE LLC RELEASE OVERPAYMENT 2550 CAPITOL DR STE 105 CREEDMOOR NC 27522			
1031623	2022-55463	RP: 191204524624	40.88	TJT	3/6/2024 9:39:14 AM
HATCHER CREEK LLC					** VOIDED **
2550 CAPITOL DR STE 105					
CREEDMOOR, NC 27522-9450		THE GROVES AT HATCHER CREEK LLC REFUND RECIPIENT: THE GROVES AT HATCHER CREEK LLC RELEASE OVERPAYMENT 2550 CAPITOL DR STE 105 CREEDMOOR NC 27522			
1086593	2023-55463	RP: 191204524624	45.81	TJT	3/6/2024 9:44:08 AM
THE GROVES AT HATCHER CREEK LLC					** VOIDED **
2550 CAPITOL DR SUITE 105 CREEDMOOR, NC 27522-8293		AUTOAGENT REFUND RECIPIENT: THE GROVES AT HATCHER CREEK LLC RELEASE OVERPAYMENT 2550 CAPITOL DR STE 105 CREEDMOOR NC 27522			
TOTAL REFUNDS PRINTED:	241.05				
TOTAL VOID REFUNDS:	-224.69				
TOTAL:	16.36				

VOIDED REFUND AMOUNTS OF REFUNDS NOT IN 2/22/2024 - 3/6/2024

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

PARAMETERS SELECTED FOR FINANCE RELEASES REPORT:

TRANSACTION DATE RANGE: 02/22/2024 12:00:00 AM - 03/06/2024 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	2,990.85
51 Butner District	2.34
Fire Rescue	370.89
Total	3,364.08

Release Refund Detail

Name	Bill#	Reason	District	Amount
ADDYSON QUALIFIED OPPORTUNITY FUND LLC	2022-476	COO ANNEXED REMOVED FIRE & RESCUE	FR ADVLTAX	64.62
ADDYSON QUALIFIED OPPORTUNITY FUND LLC	2023-476	COO ANNEXED REMOVED FIRE & RESCUE	FR ADVLTAX	31.06
ATWATER ANNIE MICHELLE	2022-252786	BOAT DISCOVERED IN ERROR. MOVED TO ROCKY C MOUNT AT THE END OF 2021.	ADVLTAX	4.20
ATWATER ANNIE MICHELLE	2022-252786	BOAT DISCOVERED IN ERROR. MOVED TO ROCKY C MOUNT AT THE END OF 2021.	PEN FEE	0.42
ATWATER ANNIE MICHELLE	2022-252786	BOAT DISCOVERED IN ERROR. MOVED TO ROCKY CI51A MOUNT AT THE END OF 2021.	ADVLTAX	2.13
ATWATER ANNIE MICHELLE	2022-252786	BOAT DISCOVERED IN ERROR. MOVED TO ROCKY CI51A MOUNT AT THE END OF 2021.	PEN FEE	0.21
BROUILLARD LESLIE L	2023-400291	REMOVED FROM PUV IN ERROR	C ADVLTAX	1434.38
BROUILLARD LESLIE L	2023-400292	REMOVED FROM PUV IN ERROR	FR ADVLTAX	102.46
BROUILLARD LESLIE L	2023-400292	REMOVED FROM PUV IN ERROR	C ADVLTAX	1434.38
HATCHER CREEK LLC	2022-55463	COO ANNEXED REMOVED FIRE & RESCUE	FR ADVLTAX	40.88
HATCHER CREEK VILLAGE LLC	2023-61699	COO ANNEXED REMOVED FIRE & RESCUE	FR ADVLTAX	41.01
JEFFREYS ARCELIA T LIFE TEN	2022-252865	REAL ESTATE DISC MADE IN ERROR. SHOULD HAVE BEEN FOR MOBILE HOME LISTED AS PERSONAL PROPERTY	C ADVLTAX	71.64
MORALES VICTOR	2023-200483	DUPLICATE DISCOVERY	C ADVLTAX	8.40
MORALES VICTOR	2023-200483	DUPLICATE DISCOVERY	C PEN FEE	0.84
MORALES VICTOR	2023-200483	DUPLICATE DISCOVERY	FR ADVLTAX	0.60
MORALES VICTOR	2023-200483	DUPLICATE DISCOVERY	FR PEN FEE	0.06
NORRIS JERRY	2023-34315	2008 BENTLEY BOAT PER DARE COUNTY TAX DEPT IS LISTED AND PAID IN DARE COUNTY.	FR PEN FEE	0.24
NORRIS JERRY	2023-34315	2008 BENTLEY BOAT PER DARE COUNTY TAX DEPT IS LISTED AND PAID IN DARE COUNTY.	FR ADVLTAX	2.38
NORRIS JERRY	2023-34315	2008 BENTLEY BOAT PER DARE COUNTY TAX DEPT IS LISTED AND PAID IN DARE COUNTY.	C PEN FEE	3.33
NORRIS JERRY	2023-34315	2008 BENTLEY BOAT PER DARE COUNTY TAX DEPT IS LISTED AND PAID IN DARE COUNTY.	C ADVLTAX	33.26
SHIELD DEVELOPMENT LLC	2022-39044	COO ANNEXED REMOVED FIRE & RESCUE	FR ADVLTAX	14.53
THE GROVES AT HATCHER CREEK LLC	2023-55463	COO ANNEXED REMOVED FIRE & RESCUE	FR ADVLTAX	45.81
WIGGINS VILLAGE LLC	2023-39044	COO ANNEXED REMOVED FIRE & RESCUE	FR ADVLTAX	27.24

PARAMETERS SELECTED FOR ACTIVITY REPORT:

TRANSACTION DATE RANGE: 02/22/2024 12:00:00 AM - 03/06/2024 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
02/22/2024	08:36:56	2023-14370	MGAR	32745302	PERRY BILLIE D	Autoagent	Payment	02/22/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/22/2024	08:36:56	2023-6136	MGAR	1052433	REED LATOYA DIONNE	Autoagent	Payment	02/22/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/22/2024	08:36:56	2023-10823	MGAR	85069301	EATON CHAUNCEY X ET	Autoagent	Payment	02/22/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/22/2024	08:36:56	2023-1198	MGAR	31946301	SANCHEZ ELIA MAYTE HERRERA	Autoagent	Payment	02/22/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/22/2024	08:36:56	2023-19953	MGAR	1066453	CAREY TRACY EUGENE	Autoagent	Payment	02/22/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/22/2024	09:53:56	2023-8410		18132302	POLLARD DAVE	KCR	Payment	02/22/2024	mail	02270	0.04		0.04
											TOTAL TRANSACTION:		0.04
02/22/2024	10:06:25	2023-37564		81643101	IH4 PROPERTY NORTH CAROLINA LP	CTH	Payment	02/22/2024	mail	0007150	0.02		0.02
											TOTAL TRANSACTION:		0.02
02/23/2024	09:11:49	2023-19521	MGAR	81446301	DENNISON JERMAINE	Autoagent	Payment	02/23/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/23/2024	09:11:49	2023-3538	MGAR	1010203	EVANS ERIC	Autoagent	Payment	02/23/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/23/2024	09:11:49	2023-11739	MGAR	1016793	RIZOR ADAM	Autoagent	Payment	02/23/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/23/2024	09:11:49	2023-20088	MGAR	1069403	PIMENTAL GARY EDUARDO NAVA	Autoagent	Payment	02/23/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/23/2024	09:11:49	2023-202343	MGAR	2250	MAUER DAVIE CHELSEY	Autoagent	Payment	02/23/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/23/2024	09:11:49	2023-201480	MGAR	88507201	CRABTREE JUSTIN LOUIS	Autoagent	Payment	02/23/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/23/2024	09:11:49	2023-17702	MGAR	83906301	EVANS COREY T	Autoagent	Payment	02/23/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/23/2024	09:11:49	2023-9147	MGAR	1032263	EDWARDS VANESSA	Autoagent	Payment	02/23/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/23/2024	09:11:49	2023-8479	MGAR	1030193	AVILES ADAN AGUILAR	Autoagent	Payment	02/23/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/23/2024	09:11:49	2023-28310	MGAR	7837301	DUKE PHILLIP V	Autoagent	Payment	02/23/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/26/2024	08:53:08	2023-4966	MGAR	34025302	MATTHEWS BRADLEY ALLEN	Autoagent	Payment	02/26/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/26/2024	08:53:08	2023-40120	MGAR	75348201	YOHEY REX A	Autoagent	Payment	02/26/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/26/2024	08:53:08	2023-200514	MGAR	82640203	VAUGHAN CELENA	Autoagent	Payment	02/26/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/26/2024	08:53:08	2023-39468	MGAR	77096201	HIGHT CLAUDIA MICHELLE	Autoagent	Payment	02/26/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/26/2024	08:53:08	2023-29642	MGAR	36735301	DURAN GUILLERMO LEYVA	Autoagent	Payment	02/26/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60

DATE	TIME	BILL#	Statuses	ACCOUNT	NAME	OPER	TYPE	PYMT DATE	SOURCE	CHK#	TAX	INTEREST	TOTAL
02/26/2024	08:53:08	2023-200816	MGAR	32914301	AYSCUE ROBIN N	Autoagent	Payment	02/26/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/26/2024	08:53:08	2023-10174	M, MGAR	1086993	BULLOCK COMANDA P	Autoagent	Payment	02/26/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/26/2024	08:53:08	2023-39636	MGAR	66505301	CORONA MANUEL R & AMELIA L	Autoagent	Payment	02/26/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/26/2024	08:53:08	2023-15300	MGAR	50938301	ALBRIGHT MICHAEL	Autoagent	Payment	02/26/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/26/2024	11:19:16	2023-201716		9635201	GOOCH CHRISTOPHER	CTH	Payment	02/26/2024	mail	01349	0.22		0.22
											TOTAL TRANSACTION:		0.22
02/26/2024	11:48:51	2023-35104		81328301	DANIELS DURWOOD C	KCR	Payment	02/26/2024	mail	006105	0.06		0.06
											TOTAL TRANSACTION:		0.06
02/27/2024	08:45:58	2023-20707	MGAR	24437302	LANDIS IVERSON F JR	Autoagent	Payment	02/27/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/27/2024	08:45:58	2023-29577	MGAR	1066713	GARNER ROSHONDA	Autoagent	Payment	02/27/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/27/2024	08:45:58	2023-32571	MGAR	1089913	COCKERHAM JEFFREY CANADA JR	Autoagent	Payment	02/27/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/27/2024	08:45:58	2023-201741	MGAR	39728202	GOSS RANDY	Autoagent	Payment	02/27/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/27/2024	08:45:58	2023-21791	MGAR	7550302	DICKERSON WILLIAM M	Autoagent	Payment	02/27/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/28/2024	09:52:29	2023-32474	MGAR	75041301	COZART DAVID W	Autoagent	Payment	02/28/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/28/2024	09:52:29	2023-18414	MGAR	71369301	BLACKWELL CHRISTOPHER	Autoagent	Payment	02/28/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/28/2024	09:52:29	2023-200857	MGAR	1731	BEVERLY IAN LOTTE	Autoagent	Payment	02/28/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/29/2024	09:24:52	2023-8727	MGAR	88961301	GARCIA RAMIRO CASTRO	Autoagent	Payment	02/29/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/29/2024	09:24:52	2023-26447	MGAR	8849302	FIELDS SHELLY M	Autoagent	Payment	02/29/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
02/29/2024	09:56:47	2023-201440		88373201	NORMAN ROGER LEWIS	CTH	Payment	02/29/2024	mail	2288	0.04		0.04
											TOTAL TRANSACTION:		0.04
02/29/2024	10:18:27	2023-37352	DL, M	88821301	LANDRETH MARGARET T & DENNIS	KCR	Payment	02/29/2024	mail	09636	0.27		0.27
											TOTAL TRANSACTION:		0.27
02/29/2024	23:00:29	2023-4667		15551301	MCVAY JAMES M TRUSTEE	ARCLEAR	Write Off	02/29/2024			1.63		1.63
											TOTAL TRANSACTION:		1.63
02/29/2024	23:00:29	2023-20182		41908301	EDWARDS ALAN D	ARCLEAR	Write Off	02/29/2024			1.89		1.89
											TOTAL TRANSACTION:		1.89
02/29/2024	23:00:29	2023-27466		98025301	C P & L	ARCLEAR	Write Off	02/29/2024			1.12		1.12
											TOTAL TRANSACTION:		1.12
02/29/2024	23:00:29	2023-20991		8033300	CARNEY BENJAMIN F	ARCLEAR	Write Off	02/29/2024			1.36		1.36
											TOTAL TRANSACTION:		1.36
02/29/2024	23:00:29	2023-7312		1009293	CURRIN MATTHEW THOMAS	ARCLEAR	Write Off	02/29/2024			1.32		1.32
											TOTAL TRANSACTION:		1.32

DATE	TIME	BILL#	Statuses	ACCOUNT	NAME	OPER	TYPE	PYMT DATE	SOURCE	CHK#	TAX	INTEREST	TOTAL
02/29/2024	23:00:29	2023-37884		10744201	DANIEL TERESA C	ARCLEAR	Write Off	02/29/2024			1.27		1.27
											TOTAL TRANSACTION:		1.27
02/29/2024	23:00:29	2023-200230		53818201	PINTO NELSON	ARCLEAR	Write Off	02/29/2024			1.54		1.54
											TOTAL TRANSACTION:		1.54
02/29/2024	23:00:29	2023-200660		2025	CYBER SKILLS INC I	ARCLEAR	Write Off	02/29/2024			1.02		1.02
											TOTAL TRANSACTION:		1.02
02/29/2024	23:00:29	2023-200938		76014112	S2 LANDSCAPE, LLC	ARCLEAR	Write Off	02/29/2024			1.34		1.34
											TOTAL TRANSACTION:		1.34
03/01/2024	09:21:50	2023-17974	HGAR,MGAR	1032933	DAVIES TAMMY SUE	Autoagent	Payment	02/29/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
03/01/2024	09:21:50	2023-29646	HGAR,MGAR	30709301	GARNER THERESA W	Autoagent	Payment	02/29/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
03/01/2024	09:21:50	2023-61727	G,HGAR	1086143	HARBAUGH JAMES R	Autoagent	Payment	02/29/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
03/01/2024	09:21:50	2023-19833	MGAR	1056723	ARTEGA JAVIER	Autoagent	Payment	02/29/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
03/01/2024	09:21:50	2023-25031	MGAR	21386301	EVANS KIMBERLY	Autoagent	Payment	02/29/2024	Other		0.60		0.60
											TOTAL TRANSACTION:		0.60
03/01/2024	10:09:27	2023-61930		3011	BAXTER HEALTHCARE CORP	CTH	Payment	03/01/2024	mail	0046336	0.02		0.02
											TOTAL TRANSACTION:		0.02
03/04/2024	10:24:27	2023-36342		48588101	CAROLINA MOBILE CONTRS INC	CTH	Payment	03/04/2024	mail	024051	0.04		0.04
											TOTAL TRANSACTION:		0.04
GRAND TOTALS											36.60		36.60
											36.60		36.60

USER	TOTALS
ARCLEAR	12.49
Autoagent	23.40
CTH	0.34
KCR	0.37

All Payments

TAX YEAR	TOTALS
2023	36.60



Granville County Planning & Zoning

122 Williamsboro Street
Oxford, NC 27565
(919) 603-1331

To: Board of Commissioners
From: Barry Baker
Department: Planning & Zoning
Date: March 18, 2024
Title: **Additional Review Officers**

PURPOSE:

Approve Resolution Identifying Additional Review Officers for Granville County at the March 18, 2024 Meeting. The new review officers would be Carlton Thornton, Assistant Planning Director and Angela Blount, Planner.

BACKGROUND:

N.C.G.S. 47-30.2 requires that the Board of County Commissioners in each County to appoint one or more persons to serve as Review Officer to review each plat before it is recorded and certify that it meets the statutory requirements for recording. Currently, there are four County staff members that are appointed review officer. This agenda item would appoint two additional County staff members as review officer in addition to the existing four staff members. No additional county funding is required as the staff members conduct this role in their normal job functions while county offices are open.

Scott Phillips, Director of Development Services, Barry Baker, Planning Director, Jenny Griffin, Tax Administrator, and Eric Dodson, GIS/Tax Mapper were previously appointed as Review Officers as required by G.S. 47-30.2 and will continue in the role in addition to the new appointed review officers.

RECOMMENDATION:

Planning Director recommends adopting the resolution and having it recorded in the Register of Deeds Office.

ATTACHMENTS:

Draft Resolution

ACTION TAKEN:

Resolution Identifying Additional Review Officers

for

Granville County

WHEREAS, G.S. 47-30.2 requires that the Board of County Commissioners in each County to appoint one or more persons to serve as Review Officer to review each plat before it is recorded and certify that it meets the statutory requirements for recording; and

WHEREAS, it is the desire of the Granville County Board of County Commissioners to insure an expeditious review of all maps and plats as required by G.S. 47-30.2 before they are presented to the Register of Deeds for recording;

WHEREAS, Scott Phillips, Director of Development Services, Barry Baker, Planning Director, Jenny Griffin, Tax Administrator, and Eric Dodson, GIS/Tax Mapper were previously appointed as Review Officers as required by G.S. 47-30.2.

NOW, THEREFORE, BE IT RESOLVED, that Angela Blount, Planner and Carlton Thornton, Assistant Planning Director are hereby appointed as additional Review Officers as required by G.S. 47-30.2.

BE IT FURTHER RESOLVED, that a copy of this Resolution be recorded in the Granville County Register of Deeds Office.

ADOPTED, this the 18th day of March 2024.

Timothy Karan, Chairman
Board of Commissioners of Granville County, North
Carolina

Attest:

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



Granville County Library

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

To: Board of Commissioners
From: Korena Weichel, Deputy County Manager
Department: Library/Human Resources
Date: March 18, 2024
Title: LinkedIn Learning Online Training Subscription Renewal

PURPOSE:

To consider renewal of the LinkedIn Learning training course one-year subscription agreement.

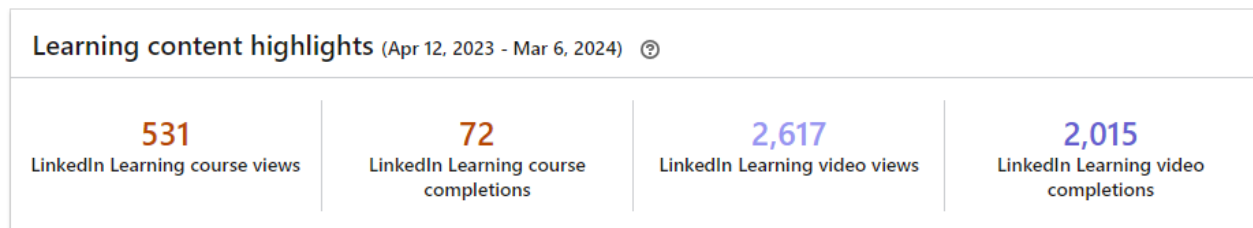
BACKGROUND:

LinkedIn Learning has an expansive catalog of over 5,000 streaming online courses covering business, design, and tech for professional development. The courses are interactive with online quizzes and exercise modules available to assess new knowledge gained via the platform.

In 2023, the County added LinkedIn Learning to the Granville County Library system's suite of databases available to patrons. It is the most comprehensive standalone database focused on topics to improve skills for work, which is a large part of all library missions.

The value received from this offering goes beyond patrons and also extends to County employees, aligning with Objective #9 from the County's Five-Year Strategic Plan which includes several strategies related to providing employee and supervisor training opportunities. Numerous departments have assigned training courses from LinkedIn Learning as part of staff performance goals for fiscal year 2024.

Shown below is a screenshot of content utilization from library patrons and county employees since the program's implementation last April.



The one-year subscription expires at the end of March 2024 and renewal maintains the 2023 rate.

FUNDING:

Funding is available in non-departmental tuition assistance and training FY24 budget line item 10-8540-122.

RECOMMENDATION:

The Granville County Library System Director and County Administration recommend approval of the LinkedIn Learning one-year subscription renewal in the amount of \$13,125 and authorize the County Manager to execute the order and contract.

ATTACHMENTS:

LinkedIn Learning Online Subscription Renewal

ACTION TAKEN:



LinkedIn Corporation
1000 W. Maude Avenue, Sunnyvale, CA 94085 USA
Federal Tax ID: 47-0912023

Your LinkedIn Representative
Brian Cottrell
bcottrell@linkedin.com

Order Form For County of Granville

[Go to Online Checkout](#)**Complete this order using our online checkout (fastest option)**

or sign and return to LinkedIn

Complete the Authorized Signatures section at the end of the order form and return the signed document using:

Secure upload (fastest option)[Go to Online Checkout](#)**Email**

bcottrell@linkedin.com

Please do not send by postal mail

Primary Contact

Will Robinson
will.robinson@granvillecounty.org
919-693-1121

Billing Contact

Will Robinson
will.robinson@granvillecounty.org
919-693-1121

Bill to

County of Granville
Preferred Name: Granville County Library
141 Williamsboro St
Oxford NC 27565-3317
United States

Ship to

County of Granville
Preferred Name: Granville County Library
141 Williamsboro St
Oxford NC 27565-3317
United States

Order Information

Order Number: FLD9307776066**Requested start date:** April 1, 2024**Term:** 12 months**PO Number:** (None)**Billing Frequency:** ANNUAL**Billing Method:** Pay Upfront**Payment Method:** Invoice**Payment term:** NET30**Currency:** USD**Order Notes:**

About Requested Start Date for Renewal Order Forms: If Customer's access to the Services is deactivated due to Customer's failure to timely execute this Order Form, and Customer then executes this Order Form after the deactivation, then the Start Date will be the date of execution.

Description	Unit price	Quantity	Total
LinkedIn Learning for Library 12 months LinkedIn Learning for Library provides access to high-quality learning content (includes all languages available). Includes one master admin complimentary user. QTY reflects total population served.	N/A	61986	\$13,125.00

Subtotal: \$13,125.00**Estimated Tax:** \$0.00**Estimated Order Total (USD):** \$13,125.00

Please attach any/all exemption certifications or email documentation to taxinquiry@linkedin.com. LinkedIn may be required to charge sales tax on your order pursuant to certain state and local sales tax laws. Your order will be taxed using the applicable tax rate for your shipping address. The tax listed on your order form is only an estimate and is calculated on the net price. Your invoice will reflect the final total taxes in effect at the time of invoicing and may differ from the amount listed on this order form. Any applicable sales tax charges will appear separately on your final invoice. If no tax is charged, your state and/or local government may



Order Form For County of Granville (continued)

require you to report your purchase and pay appropriate sales and/or use tax amounts to them directly.

By completing this order, you agree to the terms of this order available at <https://www.linkedin.com/legal/l/order-terms/learning-public> ("Order Terms").

Authorized Signatures

I hereby represent that: (i) I am an authorized signatory; (ii) I agree to the terms of this order available at <https://www.linkedin.com/legal/l/order-terms/learning-public> ("Order Terms") and (iii) I understand that I am entering into a legally binding contract.

Customer Signature	 LinkedIn Signature	Katie Lock, Revenue on behalf of LinkedIn Corporation March 6, 2024
Name		
Title		
Date		



Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: March 18, 2024
Title: Fair Housing Month Proclamation

PURPOSE:

To adopt the Proclamation Recognizing Fair Housing Month – April 2024

BACKGROUND:

April 2024 is the 55th anniversary of the passing of the Fair Housing Act. The Fair Housing Act, passed in April 1968, is a landmark piece of legislation in the United States that aims to eliminate housing discrimination based on race, color, religion, sex, disability, familial status, or national origin. This act prohibits discrimination in the sale, rental, and financing of housing, as well as in other housing-related transactions. It also promotes fair housing practices, equal opportunity, and access to housing for all individuals and families, regardless of their background or characteristics. The Fair Housing Act has played a crucial role in advancing civil rights and promoting equal access to housing opportunities for all Americans.

ATTACHMENTS:

Proclamation Recognizing Fair Housing Month

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 Fair Housing Month

WHEREAS, The Fair Housing Act, enacted on April 11, 1968, enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

WHEREAS, The Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

WHEREAS, Granville County is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and

WHEREAS, our social fabric, the economy, health, and environment are strengthened in diverse, inclusive communities; and

WHEREAS, more than fifty years after the passage of the Fair Housing Act, discrimination persists, and many communities remain segregated; and

WHEREAS, acts of housing discrimination and barriers to equal housing opportunity are repugnant to a common sense of decency and fairness; and

NOW THEREFORE, BE IT RESOLVED, THAT the Granville County Board of Commissioners does hereby declare the month of April 2024 as

Fair Housing Month

In Granville County as an inclusive community committed to fair housing, and to promoting appropriate activities by private and public entities to provide and advocate for equal housing opportunities for all residents and prospective residents of Granville County.

This 18th day of March 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: Karen Evans
Department: Administration
Date: March 18, 2024
Title: **Small Farms Week Proclamation**

PURPOSE:

To adopt the Proclamation Recognizing Small Farms Week – March 24-30, 2024.

BACKGROUND:

Annual Small Farms Week is presented by Cooperative Extension at North Carolina Agricultural and Technical (A&T) State University. Small Farms Week was founded as a collaborative effort by agricultural institutions and organizations to recognize the significant contributions of small-scale farmers to local economies and food systems. It aims to raise awareness about the unique needs and challenges faced by small farms while celebrating their resilience and innovation in sustaining rural communities and providing locally grown food.

ATTACHMENTS:

Proclamation Recognizing Small Farms Weeks

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 Small Farms Week in Granville County

WHEREAS, small farms are integral to Granville County's agricultural heritage, embodying resilience and tradition, and Granville County farmers contribute to a diverse agricultural landscape, producing crops such as fruits, vegetables, field crops, and livestock; and

WHEREAS, Granville County cherishes its agricultural roots, celebrates the innovation and resilience of its small farmers, who continually seek new paths to profitability and sustainability, and recognizes their vital role in driving economic growth, promoting food security, and fostering community resilience; and

WHEREAS, it is imperative to honor the dedication, hard work, and contributions of small farmers in Granville County, who enrich our local food systems and cultural heritage; and

WHEREAS, the Cooperative Extension at North Carolina Agricultural and Technical State University, in partnership with North Carolina State University, the United States Department of Agriculture, and the North Carolina Department of Agriculture and Consumer Services, has played a pivotal role in providing support and resources to small farmers; and

WHEREAS, the Granville County's Cooperative Extension has provided invaluable support to small farmers recognizing its contributions to our community;

NOW, THEREFORE, the Granville County Board of Commissioners proclaims March 24-30, 2024 as

Small Farms Week

Urging all residents to celebrate the diversity, innovation, and resilience of our small farm communities and to support local farmers in their pursuit of profitability and sustainability.

This 18th day of March 2024.

Attest:

Debra A. Weary
Clerk to the Board

Timothy Karan, Chair
Granville County Board of Commissioners



Granville County Tax Administration

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

To: Board of Commissioners
From: Jenny Short
Department: Tax Administration
Date: March 18, 2024
Title: **2024 Revaluation Update**

PURPOSE:

To give an update on the 2024 revaluation.

BACKGROUND:

All 100 counties are required by the State of North Carolina to reappraise all real estate at its true value in money. Tax Administrator Jenny Griffin will provide an update on the revaluation process.

ATTACHMENTS:

Revaluation Update Presentation

ACTION TAKEN:



Board of Commissioners
Regular Meeting

March 18, 2024

2024 Revaluation Update



Key Points

- Regular revaluation is required by the State of NC.
- The last revaluation was in 2018.
- Granville County's real estate market is still strong.
- Tax values are now updated to reflect the market value.
- Like real estate values, property tax values will increase.
- The median county-wide increase will be 70%



Revenue-neutral tax rate

- A revenue-neutral rate will be identified and published by mid-May.
- This is a tax rate that would generate the same amount of revenue as the previous year after allowing for normal growth.
- Commissioners can adopt the revenue neutral tax rate but are not required to do so.
- The Board of Commissioners will adopt FY24-25 budget and set an actual tax rate in June 2024.

Revaluation Update | Tax Administration | March 18, 2024



Real Property Data

- 33,882 parcels county-wide
- 70% increase in median value & the average property owner will see an 80% increase for their property
- Values may fluctuate due to loss of deferrals and new exclusions

**County Assessed Value
Before Revaluation**

\$4,147,775,491.00

**County Assessed Value
After Revaluation**

\$7,564,846,757.00

Revaluation Update | Tax Administration | March 18, 2024



Taxable Values

2023	2024
\$ 4,102,721,375.00 Real Prop.	\$ 7,589,634,740.00 Real Prop.
+ \$ 553,629,250.00 Personal Prop.	+ \$ 553,629,250.00 Personal Prop.
+ \$ 144,556,840.00 State Assessment	+ \$ 144,556,840.00 State Assessment
+ \$ 699,783,828.00 Motor Vehicles	+ \$ 722,410,442.00 Motor Vehicles
= \$ 5,500,691,293.00 Subtotal	= \$ 9,010,231,272.00 Subtotal
- \$ 113,338,906.00 Less Exclusions	- \$ 115,052,218.00 Less Exclusions
= \$ 5,387,352,387.00 Total	+ \$ 8,895,179,054.00 Total

Revaluation Update | Tax Administration | March 18, 2024



Revaluation Notices

- Real property owners received revaluation notices via USPS beginning February 12 with new tax values.
- Property owners may appeal the tax value and each notice includes the appeal deadlines.

Revaluation Update | Tax Administration | March 18, 2024



Comper Tool

- Comper for Citizens is an interactive, map-based tool that allows a taxpayer to view their property alongside similar properties.
- This gives citizens access to the same data used by assessors during the revaluation process.
- Findings can be downloaded, printed, and used during the appeal process.

Visit: granvillecounty.org/reval

Revaluation Update | Tax Administration | March 18, 2024



Property Value Appeals

Step 1	Informal Assessors Appeal
Step 2	Board of Equalization and Review
Step 3	Property Tax Commission

Property owners can locate appeal instructions on the Revaluation Notice or visit granvillecounty.org/reval

Revaluation Update | Tax Administration | March 18, 2024



Property Tax Relief Options

- North Carolina excludes from property tax a portion of value of a permanent residence owned and occupied by the following:
 - Elderly or Disabled – 65 years or older or permanently disabled with income requirements.
 - Disabled Veteran Exclusion – 100% total service-connected disability.
 - Circuit Breaker Deferment - taxes are limited to a percentage of owner's income

Revaluation Update | Tax Administration | March 18, 2024



Questions?



Granville County Administration

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: March 18, 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 Planning & Zoning

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

To: Board of Commissioners
From: Barry Baker
Department: Planning & Zoning
Date: March 18, 2024
Title: Hold Legislative Hearing Regarding Wilton Rezoning

PURPOSE:

Conduct legislative hearing for Gatekeeper Investments rezoning application for properties located on both NC 56 and NC 96 Highways.

BACKGROUND:

Mr. Steven Hayes of Gatekeeper Investments, LLC has petitioned to rezone 4 lots (Lot #1, Lot #2, Lot #3, and Lot #5) recorded at Plat Book 52, page 179 that have frontage on both NC 56 Highway and NC 96 Highway in Wilton from Agricultural Residential 40 (AR-40) to Neighborhood Business (NB). The rezoning petition encompasses 12.258 acres. The lots are also identified as Tax Maps #182700507440, #182700600358, #182700602140, and #182700605089.

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

COMPLIANCE WITH CONTRACT & PURCHASING POLICY:

Requires no purchase.

FUNDING LINE ITEM:

No funding required specifically for this item.

RECOMMENDATION:

The Planning Board recommended approval of the rezoning application by a 5-0 unanimous vote. If voting to approve, the Board of Commissioners would also need to adopt a plan consistency statement.

ATTACHMENTS:

Rezoning Application and Support Information
Table of Uses and Use Definitions
Planning Board Written Consistency Statement

Minute Excerpts for Rezoning Application from February 15, 2024 Planning Board meeting
Pages 35, 38, and 55 of the Granville County Comprehensive Plan
Vicinity Future Land Use Map from Granville County Comprehensive Plan
Vicinity Zoning Map
Staff PowerPoint Presentation

ACTION TAKEN:

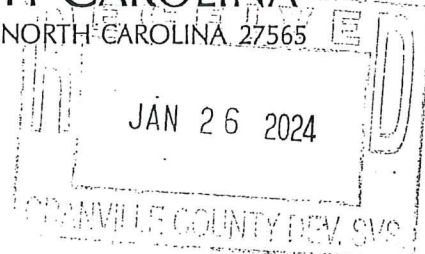


COUNTY OF GRANVILLE, NORTH CAROLINA

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

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

PETITION FOR REZONING



A. Property information and request:

Deed reference: See Attached Lots 1; 2; 3; 5 Acreage: 12.258
 Zoning: Existing: AR 40 Proposed: Neighborhood Business
 Location: Wilton Area Hwy 96 + Hwy 56

B. Legal description of property involved:

1. Metes and bounds: See Survey
2. Map: See Survey / Lots #1; 2; 3; 5 (12.258 Acres/Total)

C. Name(s) of property owners: Steven Hayes / Gatekeeper Investments LLC

D. Statement of Justification: (One or both)

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

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

E. Staff consultation: _____

Owners Name: Steven Hayes / Gatekeeper Investments LLC

Address: 28 Hayes Court, Franklin NC 27525

Telephone: 919-669-7570

Petitioner: Steven Hayes Date: 1/26/2024 Fee Paid: \$1,276.45

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

Processed By: _____

Doc ID: 002997030004 Type: CRP
 Recorded: 01/12/2016 at 03:14:10 PM
 Fee Amt: \$26.00 Page 1 of 4
 Revenue Tax: \$0.00
 Granville County, NC
 Kathy M. Taylor Reg of Deeds
 BK **1579** PG **891-894**

NORTH CAROLINA GENERAL WARRANTY DEED

No Title Examination

Excise Tax: \$ NONE
 Tax Lot #: _____ Parcel Identifier #: 182600693663
 Verified by: _____ County on the _____ day of _____, 2015.

Mail after recording to: RAY LAW FIRM, PLLC
345 Hay Street, Fayetteville, NC 28301

Instrument was prepared by: Robert G. Ray, Attorney at Law

Description for the Index: 29.10 Acs

Property described herein ☐ is ☒ is not the principal residence of the Grantor.

This Deed is made on this the 9th day of December, 2015.

GRANTOR	GRANTEE
PAUL T. GALLOGLY and EUGENE F. GALLOGLY as Co-Trustees of the MARY G. GALLOGLY IRREVOCABLE TRUST dated September 27, 2007 89 Running Fox Road Columbia, SC 29223	PAUL T. GALLOGLY 4886 Propes Drive Oakwood, GA 30566 EUGENE F. GALLOGLY 837 Pitt Street Mount Pleasant, SC 29464

The designation Grantor and Grantee used herein includes said parties, their heirs, successors, and assigns, and includes the singular, plural, masculine, feminine or neuter.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all of Grantor's interest in that certain lot or parcel of land situated in Granville County, North Carolina and more particularly described as:

See Exhibit A attached hereto and incorporated herein by reference.

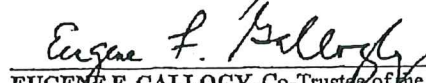
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to 2015 ad valorem taxes; and such liens, encumbrances, restrictive covenants and easements as may appear of record.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand and seal on this day and year as first written above.

 [SEAL]
PAUL T. GALLOGLY, Co-Trustee of the
MARY G. GALLOGLY IRREVOCABLE TRUST

 [SEAL]
EUGENE F. GALLOGLY, Co-Trustee of the
MARY G. GALLOGLY IRREVOCABLE TRUST

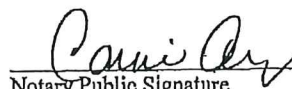
GEORGIA

Gwinnett COUNTY

I, Connie Aylor, a Notary Public of the County and State aforesaid,
(Print/Type Notary's Name)

Certify that PAUL T. GALLOGLY personally appeared before me this day and acknowledged the due execution of the foregoing instrument in the capacity indicated.

Witness my hand and official stamp or seal, this 22 day of December, 20 15.


Notary Public Signature

Affix Stamp/Seal Here



My Commission Expires: _____

Connie P Aylor
Notary Public, Gwinnett County, Georgia
My commission expires Jan 15, 2018

SOUTH CAROLINA

Charleston COUNTY

I, Joel F. Donnelly, a Notary Public of the County and State aforesaid,
(Print/Type Notary's Name)

Certify that **EUGENE F. GALLOGY** personally appeared before me this day and acknowledged
the due execution of the foregoing instrument in the capacity indicated.

Witness my hand and official stamp or seal, this 28th day of December, 2015.

Joel F. Donnelly
Notary Public Signature

My Commission Expires: 3/8/2016

Affix Stamp/Seal Here



EXHIBIT A

BEGINNING at a PK nail in the centerline of N.C. Highway 56, common corner with Tippet and Mrs. Louise Preddy; thence along the centerline of N.C. Highway 56 South 73° 02' 44" East 116.23 feet; thence running South 71° 15' 25" East 113.93 feet to a PK nail in the centerline of N.C. Highway 56 the following courses and distances: South 68° 57' 18" East 124.51 feet; South 66° 55' 02" East 78.55 feet; South 65° 00' 27" East 101.34 feet; South 63° 05' 07" East 80.91 feet; South 61° 11' 32" East 80.98 feet; South 59° 01' 35" East 103.72 feet; South 57° 49' 22" East 37.21 feet; South 57° 49' 22" East 67.47 feet; South 56° 55' 51" East 110.58 feet; South 56° 11' 15" East 378.13 feet; and South 56° 11' 15" East 103.92 feet to a PK nail in the centerline of N.C. Highway 56, corner with Tracts 3 and 8; thence along the line of Tract 8 South 33° 48' 45" West 291.63 feet to an iron stake, corner with Tract 8; thence along the line of Tract 8 South 56° 11' 15" East 298.73 feet, common corner with Tracts 7 and 8; thence along the line of Tract 7 South 56° 11' 15" East 251.52 feet, corner with Tract 7 and Lorine H. Gooch; thence along the Gooch line South 51° 11' 44" West 393.03 feet, corner with Gooch and Tract 10; thence along the line of Tract 10 South 70° 25' 53" West 812.07 feet to a PK nail in the centerline of N.C. Highway 96, common corner with Tracts 10, 14, and 15; thence along the centerline of N.C. Highway 96 the following courses and distances: North 5° 30' 43" West 54.23 feet; North 11° 05' 14" West 51.53 feet; North 14° 28' 41" West 58.90 feet; North 17° 31' 49" West 53.07 feet; and North 20° 00' 12" West 385.92 feet to a PK nail in the centerline of N.C. Highway 96; thence South 70° 30' 56" West 25.56 feet to an iron stake with the right-of-way of N.C. Highway 96, corner with Tract 15 and Janie Flinton Peiffer; thence along Peiffer's line North 9° 42' 46" West 377.81 feet to an iron stake; thence along the line of Old Franklinton Road North 7° 54' 56" West 126.91 feet to an iron stake; thence North 28° 17' 19" West 189.35 feet; thence North 32° 48' 42" West 405.93 feet to a PK nail within the right-of-way of N.C. Highway 96, corner with Francis Earl Hunt, Jr. and Tippet; thence North 15° 58' 06" East 49.04 feet to an iron stake; thence North 15° 58' 06" East 155.57 feet to a PK nail in the centerline of N.C. Highway 56, the point and place of BEGINNING, containing 32.15 acres, and subject to the road right-of-way.



Sec. 32-142. - Use table.

According to land use, table 03.110A lists the type of permission in each district, parking requirements, loading bay requirements, and permitted sign types. Table 03.110B lists the specific parking requirements and table 03.110C lists specific loading requirements for several specific uses listed in table 03.110A. Limited, minor and major special use standards are contained in the tables and section 32-191 of this article. Should a use not be identified in table 03.110 or article XIX, refer to section 32-1138. See article IV for district, lot, bulk and other standards.

TABLE 03.110A
GENERAL USE TABLE

	Permitted Land Use											
Land Use	AR-80	AR-40	R-25	MHPD	HB	NB	I-1	I-2	O/I	Parking	Loading	Other
<i>Agricultural</i>												
Boarding Stables	Y	Y	Y	Y	N	N	N	N	N			
Bona Fide Farms	Y	Y	Y	Y	Y	Y	Y	Y	Y	na.	na.	
Farmsteads	Y	Y	Y	N	N	N	N	N	N	3/du.	none	
<i>Residential</i>												
Single-Family Detached	Y	Y	Y	Y	N	N	N	N	N	3/du.	none	
Manufactured Home	L	L	L	L	N	N	N	N	N	2/du.	none	see <u>section 32-194</u>
Planned Unit Development	MajS	MajS	MajS	MajS	N	N	N	N	N	2.25/du.	none	see <u>section 32-195</u>
Manufactured Home Park	N	N	N	L	N	N	N	N	N	2.25/du.	none	see <u>section 32-196</u>
Group Home	Y	Y	Y	Y	N	N	N	N	N	3.0/du.	none	
<i>Home Uses</i>												

Cottage Industry	L	L	L	L	N	N	N	N	N	see table 03.110B	none	see section 32-197
Family Child Care Home	L	L	L	L	N	N	N	N	N	see table 03.110B	none	see section 32-199
Home Businesses	L	L	L	L	N	N	N	N	N	see table 03.110B	none	see section 32-198
Home Occupation	L	L	L	L	N	N	N	N	N	see table 03.110B	none	see section 32-200
<i>Institutional</i>												
Assembly and Worship	Y	Y	Y	Y	Y	N	N	N	Y	1/3 seats	1/40,000 sf.	
Child Care Centers	Y	Y	Y	Y	Y	Y	N	N	Y	see table 03.110B	1/60,000 sf.	
College	L	L	L	N	Y	L	N	N	Y	1/2 students	1/40,000 sf.	
Institutional	Y	Y	Y	Y	Y	Y	N	N	Y	see table 03.110B	1/60,000 sf.	
Institutional, Residential	L	L	L	L	Y	Y	N	Y	L	see table 03.110B	1/25,000 sf.	see section 32-201
Protective Care	MajS	MajS	N	N	MajS	N	Y	N	L	1/2 rooms	2 sf.	see section 32-202
Public Service	L	L	L	Y	Y	Y	Y	Y	L	1/employee and 1 stored vehicle	1 per loading bay	see section 32-203

Utilities, Local	L	L	L	Y	L	Y	Y	Y	L	1/1,000 sf.	1/2,000 sf.	see section 32-204
<i>Commercial</i>												
Agricultural Support and Services	L	L	N	N	Y	Y	Y	Y	N	1/250 sf.	1.5/bay	see section 32-205
Bed and Breakfast/Country Inn	L	L	L	N	Y	Y	N	N	N	1/room plus 2	none	see section 32-206
Cattle Merchant Wholesalers	MajS	MajS	N	N	Y	Y	Y	Y	N	1/250 sf.	1.5/bay	see section 32-236
Commercial Lodging	N	N	N	N	Y	Y	N	Y	N	see table 03.110B	2/40,000 sf.	
Commercial Retail	N	N	N	N	Y	Y	L	L	N	see table 03.110B	see table 03.110C	see section 32-207
Drive-in Facility	N	N	N	N	Y	Y	N	Y	N	see table 03.110B	1/25,000	
Heavy Retail and Service	N	N	N	N	MinS	N	L	L	N	see table 03.110B	1.5 per bay	see section 32-208
Hospitals	N	N	N	N	Y	Y	N	N	Y	1/bed	1/33,000 sf.	
Kennels	MinS	MinS	N	N	Y	Y	Y	Y	N	1/333 sf. plus 1 per 3 stalls	1/40 stalls	see section 32-209
Light Automobile Service	N	N	N	N	Y	Y	Y	Y	N	see table 03.110B	1/20,000 sf.	

Alcohol, Sales or With Restaurant	N	N	N	N	Y	L	Y	Y	N	12/1,000 sf. of GFA	na	see section 32-210
Office	N	N	N	N	Y	Y	Y	Y	Y	see table 03.110B	1/33,000 sf.	
Restaurant	N	N	N	N	Y	Y	Y	Y	Y	12/1,000 sf. of GFA	na	
Services	N	N	N	N	Y	Y	Y	Y	N	see table 03.110B	1/33,000 sf.	
Shopping Center	N	N	N	N	Y	N	N	N	N	1/200 sf.	1/25,000 sf.	
Vehicular Sales, Rental and Service	N	N	N	N	L	N	N	N	N	1/15 cars on lot	2/30,000 sf.	see section 32-211

Recreation and Amusement

Campgrounds	MinS	MinS	N	N	N	N	N	N	N	1 space per travel trailer and 3/50 at office	1	
Commercial Amusement, Indoor	N	N	N	N	Y	L	N	Y	N	see table 03.110B	1	see section 32-212
Commercial Amusement, Outdoor	N	N	N	N	L	L	N	Y	N	see table 03.110B	none	see section 32-213
Horse Shows	MinS	MinS	MinS	MinS	Y	Y	Y	Y	N	see section 32-235	see table 03.110C	see section 32-235
Indoor Recreation	L	L	L	L	Y	Y	N	N	N	see table 03.110B	1	see section 32-214

Outdoor Recreation	L	L	L	L	Y	Y	N	N	N	see table 03.110B	1	see section 32-215
Riding Stables/Riding Academy	L	L	L	L	Y	Y	Y	Y	N	see section 32-192	see table 03.110C	see section 32-192
<i>Industrial Uses</i>												
Convenience Centers	N	MajS	N	N	MinS	MinS	L	L	N	1 per employee on largest shift	none	See section 32-237
Disposal	MajS	MajS	N	N	N	N	MajS	MajS	N	1/vehicle	1/vehicle	see section 32-216
Ethanol/Biodiesel Production Facility	N	N	N	N	N	N	N	L	N	see table 03.110B		see section 32-232
Extraction	N	N	N	N	N	N	MajS	MajS	N	1/vehicle and accessory	1/vehicle	see section 32-217
Ground-Mounted Solar Power Energy System "Solar Farm"	N	N	N	N	N	N	MinS	L	N			see section 32-233
Heavy Industry	N	N	N	N	N	N	N	Y	N	see table 03.110B	1/15,000 sf. or 1.25/bay	
Light Industry	N	N	N	N	N	N	Y	Y	N	1/500 and 1/vehicle	1/20,000 sf. or 1/bay	
Recycling and/or Storage	MajS	MajS	N	N	N	N	N	Y	N	2/1,000 sf.	1.25/bay	see section 32-218

Utilities, Community/Regional	MajS	MajS	N	N	N	N	MajS	MajS	N	1/1,000 sf.	1 vehicle	see section 32-219
Warehousing	N	N	N	N	MinS	N	Y	Y	N	1/2,000 sf.	1.5/bay	see section 32-220
<i>Special Uses</i>												
Adult Establishments	N	N	N	N	N	N	N	MajS	N	see section 03.353	none	see section 03.353
Designated Group Development	N	N	N	N	L	L	L	L	L	1/200 sf.	1/25,000 sf.	see section 32-329
Electronic Gaming Operation	N	N	N	N	N	N	N	MajS	N	See section 32-234		See section 32-234
General Aviation Airports	N	N	N	N	N	N	N	MajS	N	special study	special study	see section 32-221
Private Landing Strips	N	MajS	N	N	N	N	N	MajS	N	none	none	see section 32- 221(c)
Wireless Support Structures and/or Substantial Modification of Wireless Support Structures	MajS	MajS	MajS	MajS	MajS	MajS	MajS	MajS	MajS	see article IX	none	see article IX
Wireless Collocations and/or Eligible Facilities Requests	L	L	L	L	L	L	L	L	L	See article IX	none	See article IX
<i>Temporary Uses</i>												

Commercial Temporary Outdoor Sales	Y	Y	N	N	Y	Y	Y	Y	Y	site review	none	
Concrete/Asphalt Batch Plant	N	N	N	N	N	N	L	L	N	special study	1/vehicle	see section 32-227
Contractor's Office	MajS	MajS	N	N	L	L	L	L	N	1/200 sf.	none	see section 32-228
Dog Agility Competition	L	L	L	L	L	L	L	L	L	1/3 attendee	none	See section 32-238
Farmstand	Y	Y	N	N	Y	Y	Y	Y	N	8 spaces	none	
Mobile Homes as Office and/or Exhibition	L	L	L	L	L	L	Y	Y	L	1/vehicle	none	see section 32-229
Hardship Mobile Home	MinS	MinS	MinS	MinS	N	N	N	N	N	1/du	none	see section 32-230
Public-Interest Event	L	L	L	L	L	L	L	L	L	1/3 attendee	1/vehicle	see section 32-231
Special Event	L	L	L	L	L	L	L	L	L	1/3 attendee	1/vehicle	see section 32-232
Temporary Miscellaneous Sales	L	L	L	L	L	L	L	L	L	1/vehicle	none	see section 32-233

TABLE 03.110B

OFF-STREET PARKING STANDARDS FOR SPECIFIC USES

Parking Spaces Required	
Uses	Per 1,000 sf. of Floor Area Other Standard
<i>Agricultural</i>	
Commercial Stables	1 per 4 stalls plus 1 per 2,000 sf. riding area

<i>Home Uses</i>		
Home Occupations and Cottage Industries	—	1.0 space per employee
<i>Institutional</i>		
Auditorium, Public	—	1 per 3 seats
Child Care Center	—	1 per each 7 children and 1 per employee
Church	—	1 per 3 seats
Clubs and Associations (no food service)	8.0	—
Fire Station	—	4 per vehicle bay
Library or Museum	3.5	plus bus spaces, calculate auditorium separately at 0.75 rate
Nursing Homes	—	0.33 per room
Schools: Elementary and Junior High	—	2 per classroom
Schools: Senior High	—	0.25 per individual
Trade School	—	1.0 per student
Institutional, Residential, Monasteries and Convents	—	1 per bedroom
Rooming and Boarding Houses	—	1.5 per lodger
Police Station	4.0	—
Post Office	—	6 per 1,000 sf. service area and 1 per vehicle
<i>Commercial Uses: Office</i>		
General	4.0	—
Government Offices	4.0	—
Medical	4.5	—
Bank/Financial	4.5	—
<i>Commercial Uses: Commercial Retail</i>		
General	4.0	—
Shopping Center	4.5	—
Retail, Freestanding	4.0	—
Furniture and Carpet Stores	2.5	—
Hardware, Paint and Home Improvement	4.0	—
<i>Commercial Uses: Light Auto Service</i>		
General	1.5	or 4 per bay, whichever is greater
Car Washes (single car, automatic bay)	2.0	plus 6 stacking spaces per bay and 1 drying
Car Washes (multiple car, automatic bay)	4.0	plus 12 stacking spaces per bay and 2 drying
Car Wash (self-wash bay)	—	3 per bay
Gas Station	—	1 per pump station
<i>Commercial Uses: Services</i>		
Barbershops	4.0	—
Beauty Shop	5.0	—
Commercial Laundry and Dry Cleaner	3.0	—
Funeral Homes	6.0	—
Laundromat	—	0.8 space per washer/dryer
Restaurants	12.0	—
All Others	2.5	plus 1 per employee and 1 for each company vehicle
<i>Commercial Uses: Drive-in Facility</i>		
Restaurants with Drive-in Window(s)	14.0	plus 5 stacking spaces per window

Banking Facilities with Drive-in Window(s)	4.5	plus 5 stacking spaces per window
Other with Drive-in Window(s)	5.0	plus 3 stacking spaces per window
<i>Commercial Uses: Commercial Lodging</i>		
Hotels/Motels	—	1 per guest room
Bed and Breakfast	—	1 per room including management spaces
<i>Commercial Uses: Heavy Retail/Service</i>		
General	4.0	—
Building Materials	2.0	—
Vehicle Repair/Service	1.0	5 per bay
<i>Recreation Uses: Outdoor Recreational</i>		
Camps, Day or Youth	—	1 per employee, plus bus
Golf Course	—	3 per hole
Golf Driving Range or Rifle Range	—	1.25 per station
Parks, Playground	—	1 per 4,000 sf. of area
Swimming Pool	—	1 per 400 sf. pool surface area
Tennis Courts	—	3 per court
Athletic Fields	—	1 per 4 feet of bleacher area or 30 per field, whichever is greater
All Other Active	—	1 per 10,000 sf.
All Other Passive	—	1 per acre; areas more than 50 acres: 1 per 3 acres over 50
<i>Recreation Uses: Indoor Recreational</i>		
Swimming Pool	—	2 per 200 sf. pool, plus 1 per employee
Tennis/Racquetball/Handball	1.0	—
Community Center	4.0	—
All Others	4.5	—
<i>Outdoor Commercial Amusement</i>		
General	—	1 per 3 seats or 1.25 per play station, whichever is greater
Campgrounds	—	1 per space, plus 3 per 50 spaces at office
Outdoor Arenas	—	1 per 3 seats or per 6 ft. of bench length
<i>Indoor Commercial Amusement</i>		
General	6.0	—
Amusement Parks	—	special study
Bowling Alley/Pool Rooms	—	5 per lane, 2 per pool/billiard table
Indoor Arenas	—	1 per 3 seats, or 1 per 30 sf. of floor area used for seating, or 1 per 6 ft. of bench length, whichever is appropriate
Skating Rinks	—	1 per 100 ft. surface
Theaters/Assembly Rooms	—	1 per 3 seats
<i>Industrial Uses</i>		
Warehousing, Storage Establishment, Wholesaling, Manufacturing or Light Industrial	—	5 space minimum plus 0.5 per 1,000 sf. of GFA
Heavy Industry	2.5	plus 1 per vehicle
Trucking (no loading or warehousing)	3.0	plus 1 per vehicle operated from site
Junkyard	—	1 per 2,000 sf. storage plus 1 per vehicle

TABLE 03.110C

OFF-STREET LOADING STANDARDS FOR SPECIFIC USES

Uses	Loading Spaces Required	
	per 1,000 sf. of Floor Area	Other Standard
<i>Commercial Uses: Retail Uses</i>		
Paint, Glass, Wallpaper, Hardware	—	1 per 25,000
General Merchandise	—	1 per 25,000
Food	—	1 per 15,000
Apparel and Accessory	—	1 per 25,000
Home Furnishings	—	1 per 25,000
Consumer Electronics	—	1 per 15,000
<i>Miscellaneous Retail:</i>		
Art	—	1 per 25,000
Gifts	—	1 per 25,000
Sporting Goods	—	1 per 25,000
Drug	—	1 per 25,000
Liquor	—	1 per 5,000
Books	—	1 per 25,000
Toys	—	1 per 25,000
Camera	—	none
Garden Center	—	1 per 25,000
Video Rental	—	none
Movie Theater	—	none

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

DIVISION 3. - USE DEFINITIONS

Sec. 32-1301. - Generally.

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

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

Sec. 32-1302. - Agricultural uses.

- (a) (1) *Bona fide farm purposes* (NAICS 111, 112, part and 11142). Bona fide farm uses include crop production and animal production, and agritourism defined by G.S. 160D-903. Following shall constitute sufficient evidence for classification as a bona fide farm:
- a. A farm sales tax exemption certificate issued by the department of revenue.
 - b. A copy of the property tax listing showing that the property is eligible for participation in the present use value program pursuant to G.S. 105-277.3.
 - c. A copy of the farm owner's or operator's Schedule F from the owner's or operator's most recent federal income tax return.
 - d. A forest management plan.
- (2) These uses also include:
- a. Orchards, aquaculture and truck farming.
 - b. The raising or breeding of livestock, cattle, horses, poultry and bees.
 - c. Nurseries and greenhouses that sell only products grown on the premises. Tree farms, forestry and nurseries selling gardening or other supplies are not considered bona fide farms under this subsection (NAICS 11142).
- (b) Boarding stables means a place where a property owner may allow others to board their horses, mules, donkeys or ponies. Those stabling their animals may ride their animals at the location. No equestrian events of any kind may be held at boarding stables unless otherwise authorized by this chapter.
- (c) *Farmstead* means a residential-agricultural unit in which the land is used for agriculture and residential purposes by the owner/operator of the agricultural operation.
- (d)

Agricultural processing facility means a facility utilized for the processing and packaging of produce and/or other commodities for transport to off-site wholesale or retail establishments. Facilities may be utilized by farm-based producers, restaurateurs, caterers, food entrepreneurs, and the like. Activities shall include, but may not be limited to, canning, dehydrations, washing, cutting or basic preparation of raw produce prior to shipment but does not include processing of live animals. May include accessory retail sales of products processed on site.

- (e) *Agricultural processing facility, community* means a facility utilized for the processing of produce and/or other commodities produced by no more than five cooperative farm partners for the consumption of others (e.g., small canning operation). Activities shall include, but may not be limited to, canning, dehydrations, washing, cutting or basic preparation of raw produce but does not include processing of live animals. May include accessory retail sales of products processed on site.
- (f) *Cold storage facility* means a facility used to warehouse perishable foods and products prior to transport.
- (g) *Community farmers' market* means an enclosed or open-air facility for the retail sale of locally produced vegetables, flowers, meats, commodities, plants, crafts, etc. For the purpose of this definition, "local" means Granville County and counties that share a border with Granville County.
- (h) *Stockyard/livestock market* means a facility where livestock are kept temporarily awaiting purchase and/or transport; such facilities may include enclosed pavilions, grandstands, paddocks, and stalls.

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

Sec. 32-1303. - Residential uses.

- (a) *Single-family detached* means all detached dwelling units constructed on lots and intended for only one family.
- (b) *Mobile home* means a manufactured home constructed prior to June 15, 1976, that does not meet the standards promulgated by the U.S. Department of Housing and Urban Development (24 CFR 3287.7(a)) at the time of construction. See "Manufactured home," section 32-1331.
- (c) *Manufactured home, post-1976*, means all manufactured homes constructed after June 15, 1976, that meet or exceed the standards promulgated by the U.S. Department of Housing and Urban Development (24 CFR 3287.7(a)) or its successor that were in effect at the time of construction. See "Manufactured home," section 32-1331.
- (d) *Planned unit development* describes a development that consists of one or more of the following housing types: single-family, single-family lot line, village houses, duplexes, townhouses, multiplexes and apartments. Such developments shall be planned as a unit and shall meet all the

standards in table 04.110 and section 32-195.

- (e) *Manufactured home parks*. A parcel of land divided into two or more manufactured home lots for lease.
- (f) *Group home* means a building that would otherwise be categorized as a single-family home, except for the fact that the number of unrelated individuals living in the unit does not qualify under the definition of family. The operation of a group home shall be a family living environment, not an institutional environment where staff manages the living and controls activities. If the unit would otherwise qualify as other types of dwelling units defined in this chapter, such as apartment or attached housing, the use shall be treated as such. Co-ops, nursing homes, other institutional residential, and boardinghouse type of operations are expressly excluded since these are institutional or commercial lodging uses. Family care homes and home care units which care for a maximum of six individuals are included under this definition.

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

Sec. 32-1304. - Home uses.

- (a) *Cottage industry* means:
 - (1) An industrial or intensive use conducted on a lot with a residential dwelling unit. Up to six employees may be employed in addition to family members. Farm workers are not included.
 - (2) This use includes but is not limited to all uses permitted as a home occupation or home business and business related to agriculture, truck operations involving no more than two designated trucks shall be stored in a building, septic system service, well service, carpentry, upholstery, woodworking, potteries, glassworks, blacksmiths and other similar uses. It includes screened outdoor storage areas.
- (b) *Home business* means a business operated out of homes that permits the employment of up to four unrelated individuals in the home. Uses shall be limited to office or service businesses and any use permitted as a home occupation. Wholesale or retail sales is prohibited except as provided for home occupations.
- (c) *Family child care home* means family homes which receive up to a maximum of eight children for less than 24 hours per day. The number counted includes the family's natural or adopted children and all other persons under the age of 12.
- (d) *Home occupation* refers to any service, professional or art occupation which is customarily operated out of the home that permits the employment of up to two unrelated individuals in the home. Sales, wholesale or retail, shall be prohibited except for sales distributors who fill orders for catalog type products and make deliveries to the customer's house, as opposed to customers coming to the place of business.

(Ord. of 7-12-1999, § 23.230)

Sec. 32-1305. - Institutional uses.

- (a) *Assembly and worship* includes museums, aquariums, cultural or arts centers, conference centers (with no lodging), and churches with schools as part of the complex (NAICS 6111, 8131, 8134).
- (b) *Childcare center* means any use of a building that provides child care services (day, nursery, or preschools NAICS 6244) for three or more children not in a person's residence that is or will be licensed by the state, also is not associated with an assembly and worship facility. Child care services associated with assembly and worship facilities on the same parcel of such facility is an accessory use to the principal use. Child care services associated with an assembly and worship facilities on a separate parcel of such facility shall be treated the same as a child care center use that may be exempted to licensing by the state.
- (c) *College* means colleges, universities and professional schools (NAICS 6113); other advanced education (NAICS 6112).
- (d) *Institutional* means libraries, public or private, elementary, middle and high schools without residential living facilities (NAICS 61111), senior citizens' center (NAICS 624120), churches, cemeteries, and all other public or private indoor institutional uses.
- (e) *Institutional, residential* include:
 - (1) Convents or monasteries, and nursing homes.
 - (2) Sheltered care facilities or group living facilities where the residents live in an institutional environment and are generally under the care or control of staff. All sheltered care, group care, group homes, and residential substance abuse facilities where total occupancy is more than six shall be considered institutional residential use. The residents would be members of an institution, or would have institutional care, or would be treated by staff in an institutional setting rather than living independently. Drug and alcoholism hospitals and rehabilitation (NAICS 623, 62422, 62423).
 - (3) Institutional housing where there is commercial rental or condominium ownership combined with any of the following: common food service, nursing or health care. (NAICS 623311, 6239, 624229)
 - (4) Dormitories, fraternities, sororities or co-ops.
 - (5) Public or private elementary, middle, and high schools with live-in facilities on site (NAICS 61111).
- (f) *Protective care* means housing where the residents are assigned to the facility and are under the protective care of the county, state or federal government (NAICS 92214). This use includes jails, prisons, work release, other similar facilities, and psychiatric hospitals (NAICS 6222).
- (g)

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

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

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

Sec. 32-1306. - Commercial uses.

- (a) *Agricultural support and services* include farm supply services and grain storage, but exclude agricultural equipment dealers (NAICS 1151, 1152, 49313, 4225, 54194).
- (b) *Bed and breakfast/country inn* (NAICS 721191) is any place of lodging that provides five or fewer rooms for rent, is the owner's personal residence, and is occupied by the owner at the time of rental.
- (c) *Commercial lodging* (NAICS 7211, 7213) includes hotels, motels, boardinghouses and roominghouses, or a building or group of buildings offering transient lodging accommodations on a daily rate to the general public. Additional services to be provided may include a restaurant, meeting rooms and recreational facilities.
- (d) *Commercial and retail uses* include the following, provided no general storage or sales occur on the exterior on a regular basis. Furthermore, no regular outdoor sales can exceed five percent of the interior floor area:

Art gallery.

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

Clothing and accessory stores (NAICS 448).

Consumer rental (NAICS 5322, 5323).

Electronics and appliances (NAICS 443).

Florists (NAICS 453110).

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

Furniture and home furnishings stores (NAICS 442).

Furniture stores (NAICS 442).

Garden centers (NAICS 44422).

General merchandise stores (NAICS 452).

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

Household appliances (NAICS 443).

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

Office supplies and stationery stores (NAICS 453210).

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

Pet and pet supplies stores (NAICS 453910).

Used merchandise stores (NAICS 453310).

- (e) *Drive-in facility* includes all drive-in establishments providing service to customers in vehicles: drive-in restaurants, banking facilities; other uses with drive-up windows where the drive-up facility is the principal use and not an accessory use.
- (f) *Heavy retail and service* means retail and/or service activities that have regular exterior service or storage areas or partially enclosed structures as listed below:

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

Automotive parts and tire dealers (NAICS 4413).

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

Fuel dealers (NAICS 45431).

Equipment rental and leasing (NAICS 5324).

Home centers (NAICS 44411).

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

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

Outdoor power equipment stores (NAICS 44421).

Recreational equipment rental (NAICS 532292).

Repair shops and related services (NAICS 811).

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

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

Utility trailer dealers (1997 NAICS 441229).

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

- (g) *Hospitals* means hospitals and medical laboratories (NAICS 339116, 62151, 62211, 62221, 62231), including general medical and surgical hospitals, specialty hospitals, and alcoholism, drug rehabilitation (NAICS 6222).
- (h) *Kennels* means the boarding, breeding, training or selling of domestic dogs or cats. This shall include the keeping of more than four dogs or six cats over the age of four months, or the keeping of a total of more than five dogs and cats (NAICS 812910).
- (i) *Light automobile service* includes:
 - (1) Gasoline service stations, gas-convenience marts, and quick-service oil, tuneup, brake and muffler shops where repairs are made in fully enclosed bays, the repairs are completed in less than two hours, and no vehicles are stored overnight (NAICS 811191, 811192). A single-bay car wash associated with a gas convenience mart is permitted.
 - (2) Auto service centers with a number of the uses as listed in this chapter contained in a single building. When the total floor area is greater than 30,000 square feet, car washes shall be permitted as part of the center. (NAICS 4411, 4413, and 811191, 81119)
- (j) *Alcohol sales* includes ABC stores, liquor stores, uses selling beer or wine except where that area is less than five percent of the store floor area, breweries (NAICS 312120), wineries (NAICS 312130) or restaurants serving liquor.
- (k) *Office uses* include:
 - Agricultural support and services (offices only) (NAICS 115).
 - Business services (NAICS 55, 5611—5616, 5619, 8139).
 - Civic and social organizations (NAICS 8132—34).
 - Educational services, such as business schools (NAICS 6114), technological, and trade schools (excluding public and private schools defined as institutional).
 - Finance, banks, trusts, lending (NAICS 521, 522, 525, 533).
 - Governmental offices (NAICS 92 excluding public service).
 - Health services (NAICS 621).
 - Insurance carriers, agents, brokers, and service (NAICS 524).
 - Miscellaneous services (NAICS 523910 and 523999).
 - Professional and technical services (NAICS 5411—5419).
 - Real estate (NAICS 531).
 - Security, commodity brokers and services (NAICS 523).
 - Social services (NAICS 624) (except care facilities).

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

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

Educational services (NAICS 611 except 611512, 61162).

Funeral homes (NAICS 81221).

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

Laundry services (NAICS 8123).

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

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

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

Social assistance (NAICS 624).

Veterinary uses (NAICS 54194).

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

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

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

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

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

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

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

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

(d) *Indoor recreation* includes:

- (1) Recreational uses that are public (open to community or development residents), including community recreation centers, gymnasiums, indoor swimming pools, or tennis, racquetball, or handball courts (NAICS 71394 part).
- (2) Specifically excluded are commercial and nonprofit membership health and exercise clubs and uses listed as commercial amusement uses (see section 32-1306).

(e) *Outdoor recreation* includes:

- (1) Public areas (open to community residents) for active recreational activities, including but not limited to jogging, cycling, tot-lots, playing fields, playgrounds, outdoor swimming pools and tennis courts (NAICS 7113); golf courses (full-sized, nine holes, regulation length), regardless of ownership and membership golf and country clubs, par-3 golf courses, and golf driving ranges (NAICS 71391, 71393, 71394).
- (2) Passive recreational uses, including but not limited to arboretums, wildlife sanctuaries, forests, areas for hiking, nature areas, and other passive recreation-oriented parks.
- (3) Picnic areas, garden plots and beaches.

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

(g) Horse shows (NAICS 711310).

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

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

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

Sec. 32-1308. - Industrial uses.

- (a) *Disposal* includes disposal uses such as sanitary landfills, sludge disposal or storage; resource recovery facilities; energy recovery or generating from waste material; and any other form of waste management facilities (NAICS 5622 excluding disposal of radioactive waste materials

[NAICS 562211], all of which are prohibited). Sewer facilities are regulated as utilities.

- (b) *Extraction* includes extraction uses such as mining and quarrying and any other extraction use (NAICS 21).
- (c) *Heavy industry* includes construction, mining, manufacturing, transportation and public utilities due to the land use intensity impacts typically associated with large industrial uses, their accessory outdoor storage uses, and large building areas. The following uses are permitted:
Alcoholic beverages (NAICS 31214).

All other miscellaneous wood product manufacturing (NAICS 321999).

Asphalt shingle and coating materials manufacturing (NAICS 324122).

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

Hardwood veneer and plywood manufacturing (NAICS 321211).

Softwood veneer and plywood manufacturing (NAICS 321212).

Engineered wood manufacturing (NAICS 321213).

Heavy construction contractors (NAICS 234).

Industrial equipment leasing (NAICS 5324).

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

Meat products manufacturing (NAICS 3116).

Metal window and door manufacturing (NAICS 332321).

Other millwork (including flooring) (NAICS 321918).

Prefabricated wood building manufacturing (NAICS 321992).

Reconstituted wood product manufacturing (NAICS 321219).

Sawmills (NAICS 321113).

Seafood product preparation and packaging (NAICS 3117).

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

Tire retreading (NAICS 326212).

Tobacco manufacturing (NAICS 312230).

Tobacco stemming and redrying (NAICS 312210).

Toilet preparation manufacturing (NAICS 325620).

Transportation equipment manufacturing (NAICS 336).

Truss manufacturing (NAICS 321214).

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

Wood containers and pallet manufacturing (NAICS 321920).

Wood window and door manufacturing (NAICS 321911).

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

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

Biological product manufacturing (NAICS 325414).

Breakfast cereal manufacturing (NAICS 311230).

Building, development and general contracting (NAICS 236).

Communications (NAICS 515).

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

Envelopes (NAICS 322232).

Fabricated metal product manufacturing (NAICS 332999).

Fats and oils refining and blending (NAICS 311225).

Flour milling (NAICS 311211).

Folding paperboard box manufacturing (NAICS 322212).

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

Furniture and fixtures (NAICS 337).

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

In-vitro diagnostic substance (NAICS 325413).

Instruments and related products (NAICS 334, 339).

Malt manufacturing (NAICS 311213).

Medicinal and botanical manufacturing (NAICS 325411).

Metal coating (NAICS 332813).

Mini-warehouses (NAICS 53113).

Motor and generator manufacturing (NAICS 335312).

Office and computing machines (NAICS 334).

Other oilseed processing (NAICS 311223).

Pharmaceutical preparation manufacturing (NAICS 325412).

Plastics bottle manufacturing (NAICS 326160).

Plastics pipe and pipe fitting manufacturing (NAICS 326122).

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

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

Rice milling (NAICS 311212).

Setup paperboard box manufacturing (NAICS 322219).

Soybean processing (NAICS 311222).

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

Stationary and tablets manufacturing (NAICS 322233).

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

Transportation services (NAICS 488).

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

Truck rental (NAICS 53212).

Wet corn milling (NAICS 311221).

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

- (e) *Recycling or storage* includes any land or structure consisting of at least 600 cubic feet used for salvaging, recycling, junkyards or storing of wastepaper, rags, scrap metal and discarded materials or the collection, dismantlement, storage and salvage of six or more inoperative vehicles, automobiles, boats, trucks, or farm vehicles or equipment, or other types of machinery.

This establishment stores or keeps materials for a period of 15 days or more. Where there is no exterior storage, and all the material is stored inside buildings with impervious floors, the use shall be considered light industry.

- (f) *Utilities, community region.* This use includes natural gas fuel power generation, storage of combustibles, and regional facilities, such as regional switching stations or regional power substations, pump storage, and other facilities not housed inside normal buildings (NAICS 22).
- (g) *Warehousing.* This category includes all warehouse construction (identified in NAICS 236220 except mini or self storage warehouses) that is not incidental to a manufacturing facility. This category also includes trucking terminals and trucking and warehousing (NAICS 484).
- (h) Convenience centers means a county/county contractor-maintained site for the location of waste collection dumpsters and recycling bins.

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

Sec. 32-1309. - Special uses.

- (a) *General aviation airports* include all airports (NAICS 481, 488) and flight training schools (NAICS 611512), including those used by ultralight aircraft.
- (b) *Event center* means a venue which hosts weddings, receptions, birthday parties, fundraising events for non-profits, family or class reunions, and church gatherings and is situated upon a parcel of land upon which bona fide farming activities are taking place (not including agritourism as defined by G.S. 160D-903).
- (c) *Designed group development* includes any development that is not a conditional use or special use for that district that is intended, designed or contains any one or more of the following situations:
 - (1) More than one nonresidential principal structure on the same lot of record.
 - (2) A structure divided by three or more divided walls which separate nonresidential uses.
 - (3) Any nonresidential structure of 20,000 square feet or more to be used for other than industrial or warehousing uses.
- (d) *Adult establishments.* An establishment that includes one of the following businesses: adult bookstores or adult video store; adult live entertainment business; or, adult motion picture theater.
- (e) *Electronic gaming operation* means any business enterprise, whether as a principal use or accessory use, where persons utilize electronic machines owned, operated, or kept by the business enterprise, including but not limited to computers and gaming terminals, to conduct games of chance, including sweepstakes, and where cash, merchandise or other items of value are redeemed or otherwise distributed, whether or not the value of such distribution is

determined by electronic games played or by predetermined odds. Electronic gaming operations may include, but are not limited to, internet sweepstakes, electronic gaming machines/operations and internet cafes and cybercafes where internet sweepstakes and electronic gaming operations are offered by the proprietor in a manner not accessible to the general public from a home computer. This does not include any lottery approved by the State of North Carolina. No electronic gaming operation shall be allowed as any home use defined in this chapter.

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

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

Sec. 32-1310. - Temporary uses.

- (a) *Commercial temporary outdoor sales* means outdoor sales of merchandise, by either a store owner or occupant, outside the store in question on either the public sidewalk, a private sidewalk or pedestrian area. This use excludes sales associated with a public interest or special event.
- (b) *Concrete/asphalt batch plant* means a concrete or asphalt batch plant assembled on a site for the construction of a particular road improvement, located no more than one mile from the site. This facility shall be removed within one year.
- (c) *Contractor's office*, including watchman's trailers, construction equipment sheds, contractor's trailers and similar uses incidental to a construction project. Sleeping and/or cooking facilities may also be permitted.
- (d) *Farmstand* means a temporary or permanent structure or vehicle used in the sale of agricultural produce, in season, at least 50 percent of which is grown by the seller. More than one farm may sell at a single stand.
- (e) *Mobile home for temporary use as office and/or exhibition* means a modular unit used solely as offices for purposes of exhibition, or for a caretaker or night watchman, to be temporarily parked, maintained and/or occupied.
- (f) *Hardship mobile home* means a mobile home to be placed on an occupied lot with an existing residential dwelling on a temporary basis.
- (g) *Public interest event* means outdoor gatherings, auctions, art sales and bake sales for the benefit of the community or community service or nonprofit organizations.
- (h) *Special events* include but are not limited to outdoor concerts, auctions, equestrian events, carnivals, circuses, outdoor religious meetings, and special entertainment at commercial properties. Such uses often travel to various communities or involve noisy events regardless of

purpose.

- (i) *Temporary miscellaneous sales* include those activities which bring goods to a retail use in trucks and sell that merchandise from the trucks or a temporary outdoor or tented sales area.
- (j) *Dog agility competition* means a competition where dogs compete to establish times through an agility course.

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

Secs. 32-1311—32-1330. - Reserved.

Planning Board Written Consistency Statement Regarding a rezoning of 4 lots (Lot #1, Lot #2, Lot #3, and Lot #5) recorded at Plat Book 52, Page 179 that have frontage on both NC 56 Highway and NC 96 Highway in Wilton from Agricultural Residential 40 (AR-40) to Neighborhood Business (NB). The rezoning petition encompasses 12.258 acres. The parent tract of the lots is presently shown on Granville GIS as Tax Map #182600693663.

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

The Granville County Future Land Development Map contained within the Granville County Comprehensive Land Use Plan classifies the future land use of lots #1 and #2 frontages on Highway 96 as Rural Commercial. The Granville County Future Land Development Map in the Comprehensive Plan classifies the future use lots #1 and #3 on Highway 56 as Rural Commercial and approximately ½ of lot #2 on Highway 56 as Rural Commercial and ½ as Suburban Residential and lot #5 as Suburban Residential. Goal 2, Objective 2B of the Comprehensive Plan encourages "increas[ing] opportunities for commercial development." A further recommendation is to "encourage commercial and mixed use development in key areas." A final recommendation seeks to "limit retail leakage" to other counties.

The proposed properties being considered for rezoning are located on either two major highways or one major highway in an area recommended by the future land use plan to be either commercial or adjacent to commercial. A commercial rezoning is consistent with the recommendations of the adopted land use plan, and is reasonable from the standpoint that the properties are located on at least one major highway, are consistent with the future land development map contained in the Comprehensive Plan or are adjacent to land classified by the Future Land Use map as commercial, and are in the public interest as it encourages commercial along two major highways in the County.

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

The Granville County Future Land Development Map contained within the Granville County Comprehensive Land Use Plan classifies the future land use of lots #1 and #2 frontages on Highway 96 as Rural Commercial. The Granville County Future Land Development Map in the Comprehensive Plan classifies the future use lots #1 and #3 on Highway 56 as Rural Commercial and approximately ½ of lot #2 on Highway 56 as Rural Commercial and ½ as Suburban Residential and lot #5 as Suburban Residential. Goal 2, Objective 2B of the Comprehensive Plan encourages

"increas[ing] opportunities for commercial development." A further recommendation is to "encourage commercial and mixed use development in key areas." A final recommendation seeks to "limit retail leakage" to other counties.

The proposed properties being considered for rezoning are located on either two major highways or one major highway in an area recommended by the future land use plan to be either rural commercial or adjacent to rural commercial. A neighborhood commercial rezoning is consistent with the recommendations of the adopted land use plan, and is reasonable from the standpoint that the properties are located on at least one major highway, are consistent with the future land development map contained in the Comprehensive Plan or are adjacent to land classified by the Future Land Use map as rural commercial, and are in the public interest as it encourages commercial along two major highways in the County. Finally, there is commercial zoning in the vicinity of the properties being requested for rezoning. A neighborhood business rezoning is consistent with the recommendations of the adopted land use plan and is not an example of spot-zoning.



Michael Turner, Planning Board Chairman
North Carolina
Granville County

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

Witness my hand and official seal, this the 4th day of March, 2024.

(Official Seal)



Katelynn Hart Notary Public

My Commission expires 1/22/2024

EXCERPTS FROM THE UNAPPROVED PLANNING BOARD MINUTES OF FEBRUARY 15, 2024,
GRANVILLE COUNTY PETITION FOR LAND DEVELOPMENT CODE TEXT AMENDMENT.

PUBLIC HEARING

Granville County Land Development Code Text Amendment Petition

AMENDMENT TO THE LAND DEVELOPMENT CODE (LDC) THAT WOULD REZONE 4 LOTS (LOT #1, LOT #2, LOT #3, AND LOT #5) RECORDED AT PLAT BOOK 52, PAGE 179 THAT HAVE FRONTAGE PN BOTH NC 56 HIGHWAY AND NC 96 HIGHWAY IN WILTON FROM AGRICULTURAL RESIDENTIAL 40 (AR-40) TO NEIGHBORHOOD BUSINESS (NB). THE REZONING PETITION ENCOMPASSES 12.258 ACRES. THE PARENT TRACT OF THE LOTS IS PRESENTLY SHOWN ON GRANVILLE GIS AS TAX MAP #182600693663.

Chairman Turner opened the Public Hearing.

Chairman Turner called on Mr. Baker for comments.

Mr. Baker stated that all public notices as required by local and state law have been accomplished for this legislative hearing. Mr. Baker stated that the proposed properties being considered for rezoning are located on either two major highways or one major highway in an area recommended by the future land use plan to be either rural commercial or adjacent to rural commercial. A neighborhood commercial rezoning is consistent with the recommendations of the adopted land use plan, and is reasonable from the standpoint that the properties are located on at least one major highway, are consistent with the future land development map contained in the Comprehensive Plan or are adjacent to land classified by the Future Land Use map as rural commercial, and are in the public interest as it encourages commercial along two major highways in the County. Finally, there is commercial zoning in the vicinity of the properties being requested for rezoning. A neighborhood business rezoning is consistent with the recommendations of the adopted land use plan and is not an example of spot-zoning.

Anna Elliot- Mrs. Elliott mentioned concerns regarding traffic growth and water usage. She was also concerned about what businesses would be coming in. Mrs. Elliott also had questions about entrances on Highway 56 and Highway 96.

Peggy Gooch Averre- Mrs. Averre had concerns about highway traffic and how businesses will generate more traffic on the roads. She also had concerns regarding the water usage.

Chris Brown- Mr. Brown had concerns regarding the traffic on the highway. He also had questions about the information on the entrances and exits of lot 1 and lot 2.

Steven Hayes- Mr. Hayes mentioned that the property would be a service to the community and to Granville County if it were rezoned. He also mentioned that the water could be tapped into a water line that Granville County operates. Mr. Hayes stated that small businesses are looking to relocate to those lots instead of big corporations due to the lot size.

Chairman Turner asked for questions from the Board. Hearing none.

Chairman Turner then asked if anyone else in the audience wished to speak.

Hearing none, Chairman Turner closed the public hearing and asked for a motion.

Board Member Mangum made a motion to recommend approval of the rezoning petition from Gatekeeper Investments, LLC on 4 lots (Lot #1, Lot #2, Lot #3, and Lot #5) recorded at Plat Book 52, Page 179 with road frontage on NC 56 and NC 96 from Agriculture Residential 40 (AR-40) to Neighborhood Business (NB) and to adopt the planning staff's comments regarding the comprehensive plan as the Planning Board's written consistency statement and adopt the staff comments regarding small-scale rezoning as the Planning Board's spot zoning analysis, and was seconded by Board Member Nelson.

The motion passed unanimously.

Ayes: Brewer, Green, Mangum, Nelson, Turner

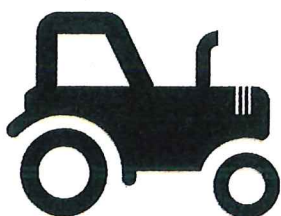
Nays: None

Vision & Goals

VISION

Maintain Granville County's rural character and sense of community while enhancing the quality of life for all citizens by creating vibrant destinations, supporting a healthy economy, and encouraging sustainable growth.

GOALS



GOAL 1: Protect the County's rural atmosphere

- **Objective 1A:** Conserve agricultural resources
- **Objective 1B:** Protect sensitive environmental areas



GOAL 2: Expand economic development and business opportunities

- **Objective 2A:** Increase jobs
- **Objective 2B:** Increase opportunities for commercial development (i.e. retail, office, and entertainment uses)



GOAL 3: Partner with and support municipalities to facilitate an efficient pattern of growth and provision of services

- **Objective 3A:** Coordinate an approach to land use and infrastructure to maximize resources
- **Objective 3B:** Increase interaction between commissioners, town leadership, and schools
- **Objective 3C:** Encourage development in and near towns

FUTURE LAND USE PLAN

The Future Land Use Plan is a graphic representation of the vision Granville County has for managing future growth. The map will help guide future development within Granville County by identifying the ideal locations for different types and intensities of development based on the communities' current vision.

The Future Land Use Plan and the descriptions and policies included in this chapter are meant to guide rezoning decisions, development design and public infrastructure investment in the county.

Major recommendations include:

- Preserve opportunities for future industrial and employment uses
- Encourage commercial and mixed use development in key locations
- Clarify the character of development desired in different residential areas
- Preserve rural character on Granville's green edges
- Reinforce towns by encouraging growth within and near municipal limits and extra-territorial jurisdictions

The Future Land Use Plan is a representation of the intended growth pattern and is meant to guide rezoning decisions, development design and infrastructure investments.

ECONOMIC DEVELOPMENT

Rec. ED 10

Limit retail leakage.

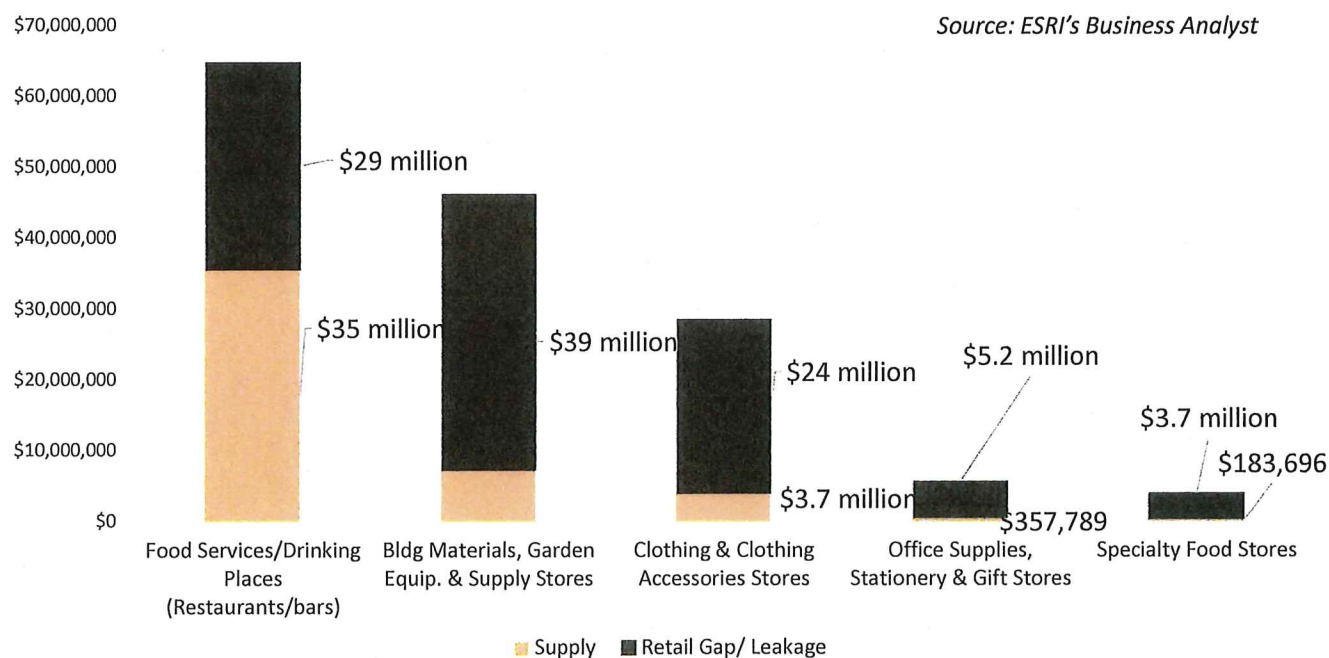
Strategy ED 10.1

- » Prioritize retail market development within sectors currently experiencing leakage, including:
 - Furniture and home furnishings stores; building materials, garden equipment, and supply; building material and supplies dealers; specialty food stores; clothing and accessories stores; and drinking establishments and restaurants.

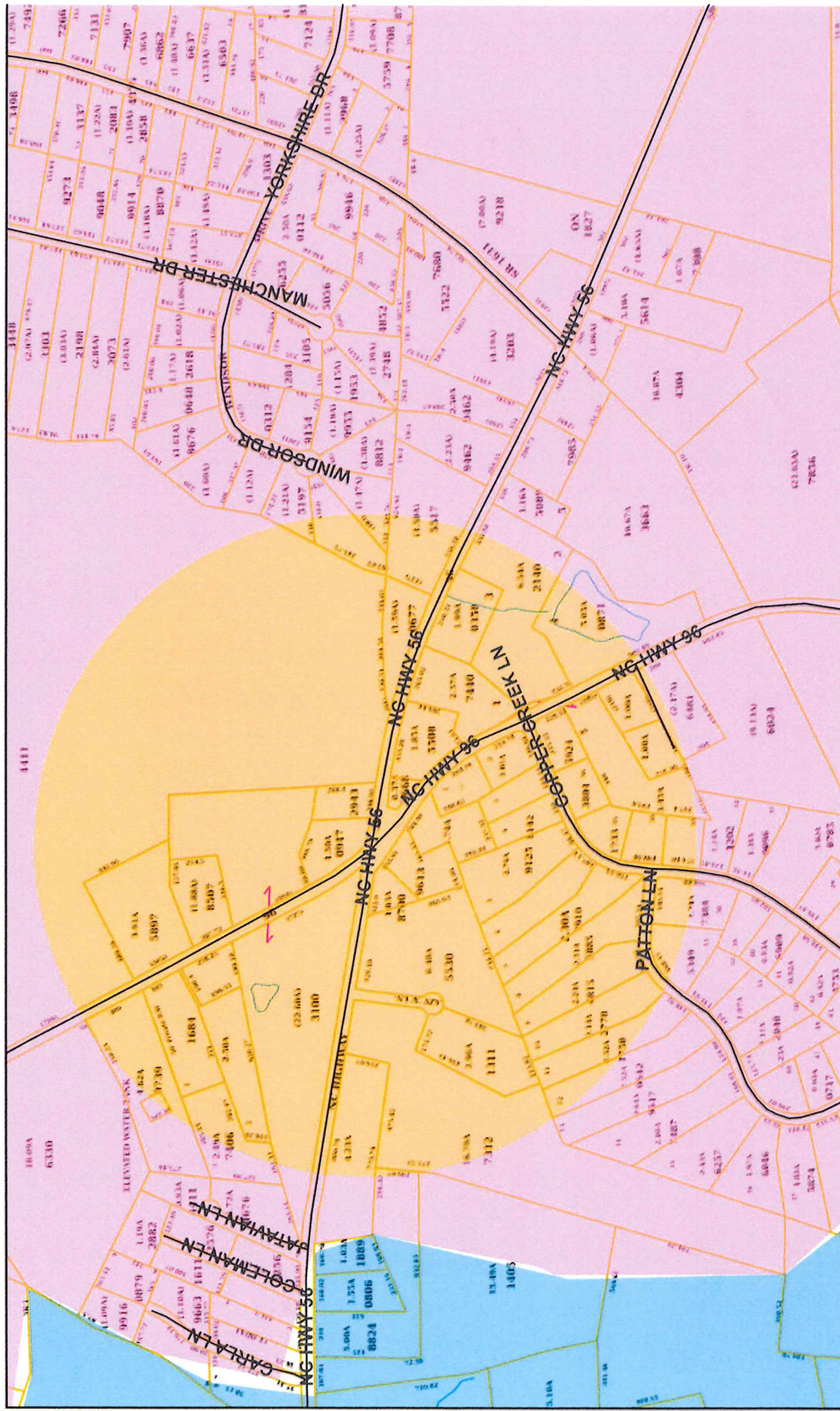
Strategy ED 10.2

- » Work with downtowns in the County to prioritize mixed use developments that incorporate retail, restaurants, and smaller professional offices, and reinforce existing downtowns.

Retail Leakage

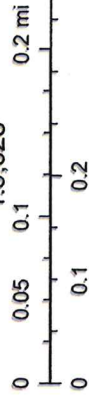


Granville County, NC



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Future Land Use

R-RES

R-COM

SUB-RES

Centerlines

County Boundary

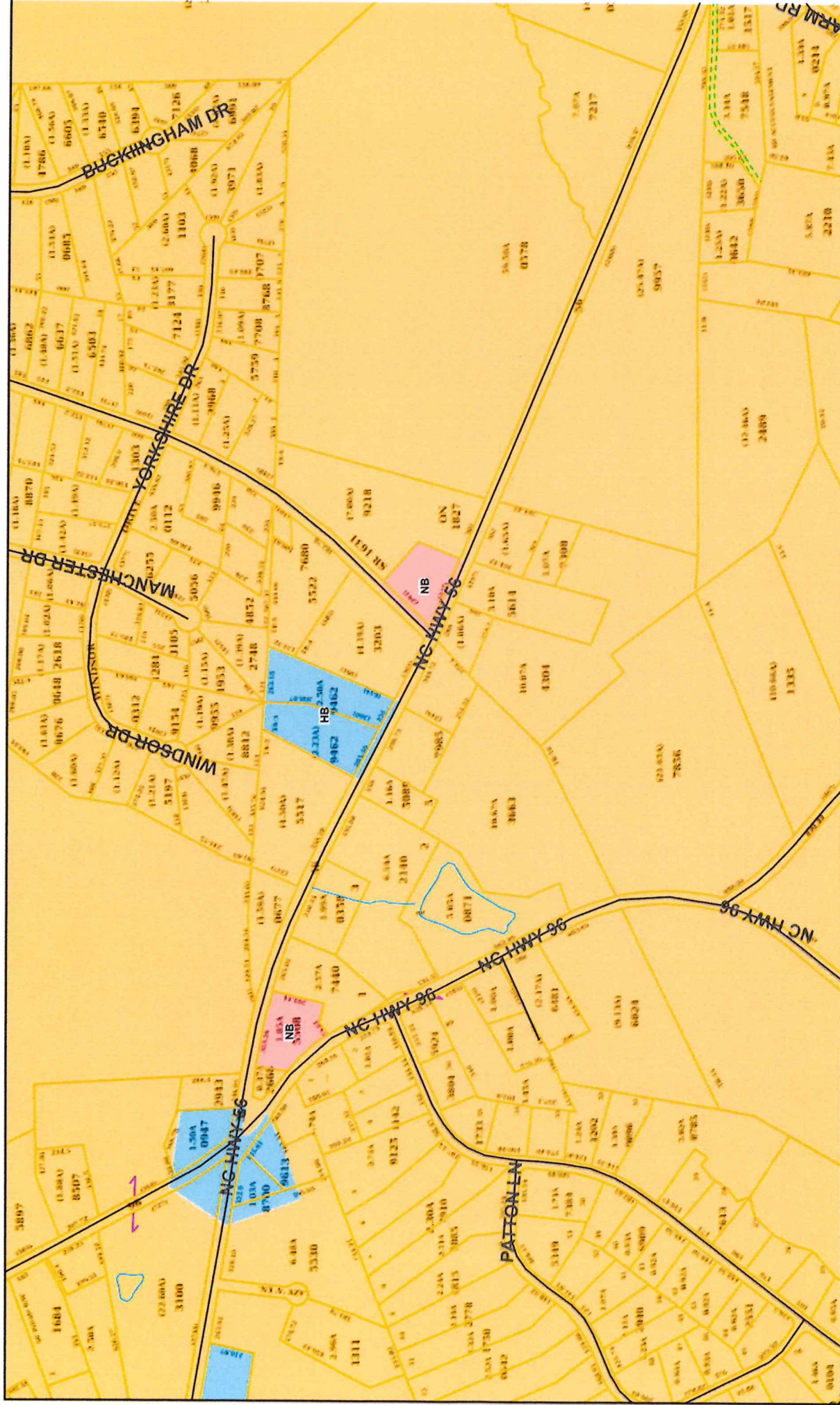
Hydro

Parcels

Parcel Connectors

granville_nc_anno

Granville County, NC



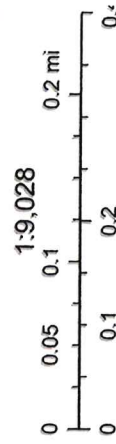
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Zoning for Granville County

- NB
- HB

- AR-40
- Centerlines
- County Boundary

- Easements
- Hydro
- Parcel Connectors
- granville_nc_anno
- Parcels





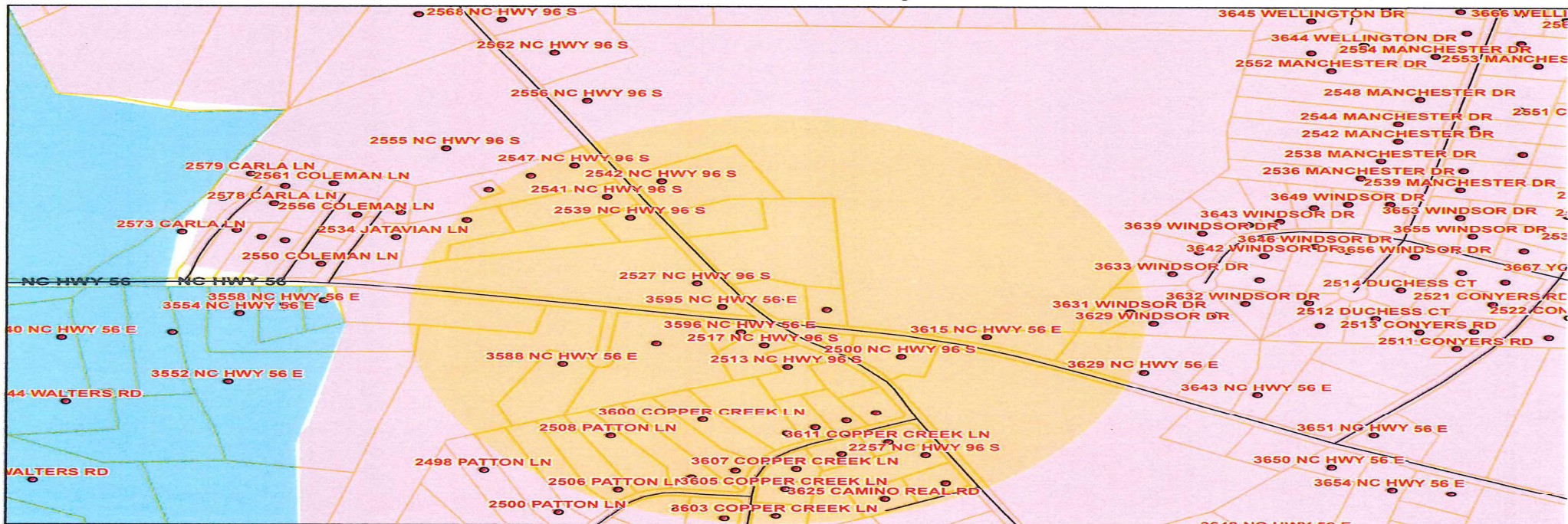
Board of Commissioners
Regular Meeting

March 18, 2024

Gatekeeper Rezoning



Granville County, NC



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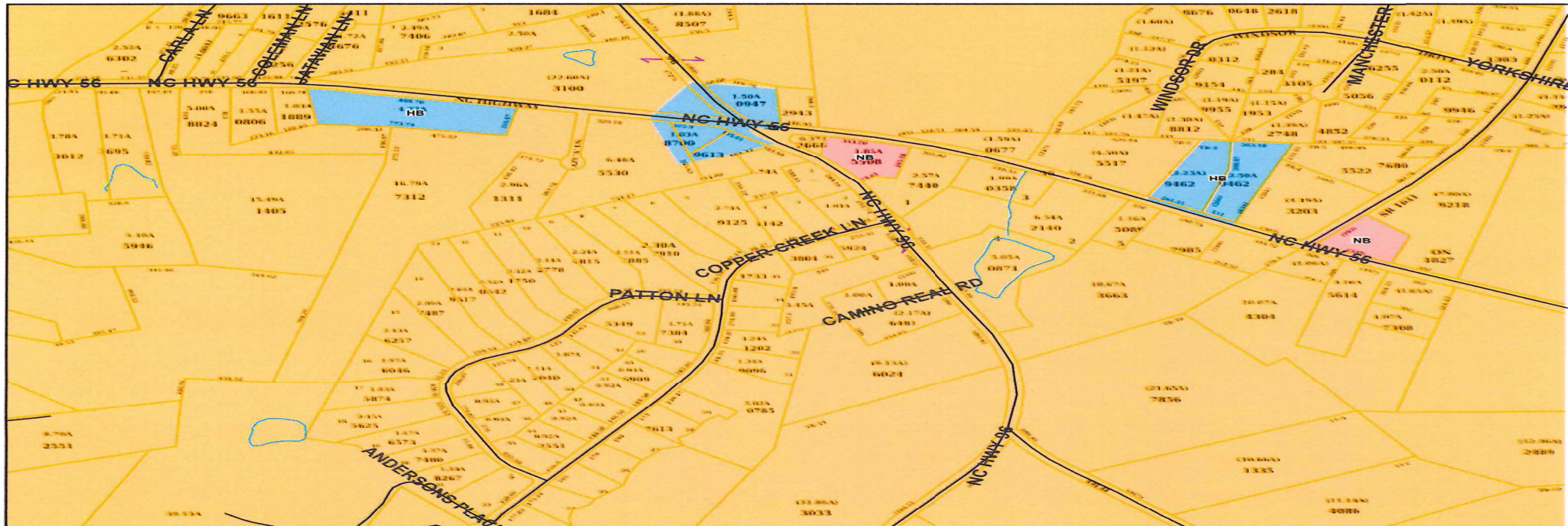
- Address Points
- Centerlines
- County Boundary
- Future Land Use
 - R-RES
 - R-COM
 - SUB-RES
- Parcels

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March 18, 2024 Rezoning Application

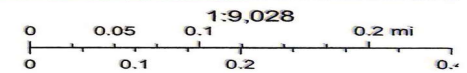


Granville County, NC



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Zoning for Granville County



March 18, 2024 Rezoning Application



March 18, 2024 Rezoning Application



March 18, 2024 Rezoning Application



March 18, 2024 Rezoning Application



Planning Board Written Consistency Statement

Granville County Future Land Development Map contained within the Granville County Comprehensive Land Use Plan classifies:

- future land use of lots #1 and #2 frontages on Highway 96 as Rural Commercial
- future use lots #1 and #3 on Highway 56 as Rural Commercial
- approximately ½ of lot #2 on Highway 56 as Rural Commercial and ½ as Suburban Residential
- lot #5 as Suburban Residential

March 18, 2024 Rezoning Application



Planning Board Written Consistency Statement

Goal 2, Objective 2B of the Comprehensive Plan encourages:

- “increas[ing] opportunities for commercial development”
- “encourag[ing] commercial and mixed use development in key areas”
- “limit[ing] retail leakage” to other counties

March 18, 2024 Rezoning Application



Planning Board Written Consistency Statement

Proposed properties being considered for rezoning are:

- located on either two major highways or one major highway in an area recommended by the future land use plan to be either commercial or adjacent to commercial

March 18, 2024 Rezoning Application



Planning Board Written Consistency Statement

Commercial rezoning is:

- consistent with the recommendations of the adopted land use plan
- reasonable from the standpoint that the properties are located on at least one major highway
- consistent with the future land development map contained in the Comprehensive Plan or are adjacent to land classified by the Future Land Use map as commercial
- in the public interest as it encourages commercial along two major highways in the County

March 18, 2024 Rezoning Application



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

Granville County Future Land Development Map contained within the Granville County Comprehensive Land Use Plan classifies:

- future land use of lots #1 and #2 frontages on Highway 96 as Rural Commercial
- future use lots #1 and #3 on Highway 56 as Rural Commercial
- approximately ½ of lot #2 on Highway 56 as Rural Commercial and ½ as Suburban Residential
- lot #5 as Suburban Residential

March 18, 2024 Rezoning Application



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

Goal 2, Objective 2B of the Comprehensive Plan encourages:

- “increas[ing] opportunities for commercial development”
- “encourag[ing] commercial and mixed use development in key areas”
- “limit[ing] retail leakage” to other counties

March 18, 2024 Rezoning Application



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

Proposed properties being considered for rezoning are:

- located on either two major highways or one major highway in an area recommended by the future land use plan to be either rural commercial or adjacent to rural commercial

March 18, 2024 Rezoning Application



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

Neighborhood commercial rezoning is:

- consistent with the recommendations of the adopted land use plan
- reasonable from the standpoint that the properties are located on at least one major highway
- consistent with the future land development map contained in the Comprehensive Plan or are adjacent to land classified by the Future Land Use map as rural commercial
- in the public interest as it encourages commercial along two major highways in the County

March 18, 2024 Rezoning Application



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

- commercial zoning is in the vicinity of the properties being requested for rezoning
- neighborhood business rezoning is consistent with the recommendations of the adopted land use plan and is not an example of spot-zoning.

March 18, 2024 Rezoning Application



Land Uses Allowed in Neighborhood Business:

- Bona Fide Farms – Permitted
- Child Care Centers – Permitted
- College – Permitted with Conditions
- Institutional – Permitted
- Institutional, Residential – Permitted
- Public Service – Permitted
- Local Utility – Permitted
- Agricultural Support and Services - Permitted

March 18, 2024 Rezoning Application



Land Uses Allowed in Neighborhood Business:

- Bed and Breakfast – Permitted
- Cattle Merchant Wholesalers – Permitted
- Commercial Lodging – Permitted
- Commercial Retail – Permitted
- Drive-In Facility – Permitted
- Hospitals – Permitted
- Kennels – Permitted
- Light Automobile Service - Permitted

March 18, 2024 Rezoning Application



Land Uses Allowed in Neighborhood Business:

- Alcohol, Sales or with Restaurant – Permitted with Conditions
- Office – Permitted
- Restaurant – Permitted
- Services – Permitted
- Commercial Amusement, Indoor – Permitted with Conditions
- Commercial Amusement, Outdoor – Permitted with Conditions
- Horse Shows – Permitted
- Indoor Recreation - Permitted

March 18, 2024 Rezoning Application



Land Uses Allowed in Neighborhood Business:

- Outdoor Recreation – Permitted
- Riding Stables/Riding Academy – Permitted
- Convenience Centers – Minor Special Use
- Designated Group Development – Permitted with Conditions
- Commercial Amusement, Indoor – Permitted with Conditions
- Wireless Support Structures – Major Special Use
- Wireless Collocations – Permitted with Conditions
- Commercial Temporary Outdoor Sales - Permitted

March 18, 2024 Rezoning Application



Land Uses Allowed in Neighborhood Business:

- Contractor's Office – Permitted with Conditions
- Dog Agility Competition – Permitted with Conditions
- Farmstand – Permitted
- Mobile Homes as Office and/or Exhibition – Permitted with Conditions
- Public Interest Event – Permitted with Conditions
- Special Event – Permitted with Conditions
- Temporary Miscellaneous Sales– Permitted with Conditions

March 18, 2024 Rezoning Application



Questions?



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: March 18, 2024
Title: **911 Board Radio Grant**

PURPOSE:

To consider a grant from the 911 Board to purchase five new portable radios to use as a back-up in case of on-site radio failure at our 911 center.

BACKGROUND:

The North Carolina 911 Board is offering a grant to purchase one portable radio per each telecommunicator authorized position. This would allow us to purchase five (5) portable radios and to be reimbursed the entire amount. These radios would serve as back-up to our radio system at our 911 center. If our main radios were to go down these would be used to communicate with field units.

FUNDING:

Funding will be from 10-4390-512 and will be reimbursed with 911 Board grant funds.

RECOMMENDATION:

The Emergency Communications Director Trent Brummitt recommends approval of purchasing five portable radios from Mobile Communications America in the amount of \$41,654.45 from funding that will be reimbursed with 911 Board grant funds. The Emergency Communications Director further recommends that the Board of Commissioners authorize the County Manager to execute the contract once finalized by the County Attorney.

ATTACHMENTS:

911 Board Radio Grant
Power Point PDF

ACTION TAKEN:

Contract No.

AGREEMENT

THIS AGREEMENT (the Agreement) is made effective the ____ day of the month of _____, 2024 by and between **Granville County**, the **Grantee** and the **North Carolina 911 Board** (hereinafter referred to as 911 Board), an agency of the State of North Carolina. Grantee and the 911 Board (together “the Parties”) hereby agree to the following terms.

IN WITNESSETH WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Granville County

By: _____

Title: _____

Date: _____

ATTEST: _____

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

By: _____

Director of Fiscal Operations

N.C. 911 Board

By: _____

Title: _____

Date: _____

WITNESSETH:

WHEREAS the 911 Board was created by N.C. Gen. Stat. §143B-1400 *et seq.* to collect and administer the 911 Fund, and

WHEREAS the 911 Board solicited grant applications pursuant to N.C. Gen. Stat. §143B-1407, 09 NCAC 06C .0400, and procedures for Grants adopted by the Board, and

WHEREAS Grantee submitted a Grant Application to purchase portable radios for the Primary PSAP, and

WHEREAS the 911 Board allocated funds for the purposes identified in the Grant Application.

NOW, THEREFORE, the Parties enter into this Agreement, and in consideration of the mutual promises and such other valuable consideration as shall be set out herein, the Parties hereto do mutually agree to the following terms and conditions:

1. Definitions:

- a. Project: 2023 Portable Radio PSAP Grant.
- b. Deobligation: the 911 Board's cancellation or downward adjustment of all or part of the grant award. Deobligation, if imposed, will not affect disbursed funds but will affect any remaining amount of awarded funds.
- c. Executive Director: Executive Director of the 911 Board.
- d. Grant: Financial assistance provided by the 911 Board, or a subgrantee, to carry out activities whereby the 911 Board anticipates no programmatic involvement with the grantee or subgrantee during the performance of the Grant.
- e. Grantee: The unit of local government operating a Primary PSAP, as identified in the Grant Application, notwithstanding G.S. §143C-6-23(a)(3).
- f. Grant Application: The Application submitted by the Grantee to request Grant Funds for the Project. The Application stated the model type and number of radios requested and the total amount of Grant Funds requested. The Grantee's Application is attached hereto as Exhibit C and incorporated herein.
- g. Grant Funds: The amount stated in the Grant Application and authorized for award by the 911 Board.
- h. Ineligible Costs: such expenses that are not funded through the Monthly Distributions defined G.S. §143B-1406(a), and not identified in the Approved Use of Funds List published on the 911 Board website.
- i. Interlocal agreement: Reserved.
- j. State Funds: Any funds appropriated by the N.C. General Assembly or collected by the State of North Carolina. For the purposes of this Agreement, Grant Funds are State Funds. Grantee recognizes that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to allocation and appropriation of funds to the agency for the purposes set forth in this Agreement.

k. Subgrantee: As defined in N.C. Gen. Stat. §143C-6-23(a)(4), a non-State entity that receives a grant of State funds from a Grantee of a State Agency, here the 911 Board, or a Subgrantee of a Grantee, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

l. Unit, or unit of local government:

As defined in N.C. Gen. Stat. §143C-1-1(d)(29), a municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by N.C. Gen. Stat. §160B-2(1), and all boards, agencies, commissions, authorities and institutions thereof that are not municipal corporations.

As defined in N.C. Gen. Stat. §160A-460, means a county, city, consolidated city-county, local board of education, sanitary district, facility authority created under Article 20 of Chapter 160A of the General Statutes, special district created under Article 43 of Chapter 105 of the General Statutes, or other local political subdivision, authority, or agency of local government.

2. Scope of Project: To purchase portable radios for the Grantee's Primary PSAP. The Grant Funds shall only be used to pay for the portions of the project that are Ineligible Costs.

a. Grantee shall be responsible for administrative and management duties associated with the Project; and shall be responsible for completing the goals and objectives described in the Grant Application. This Grant shall only be used for paying for portions of the project that are Ineligible Costs. To the extent that the Project includes expenses that are not eligible for monthly distribution or reimbursement pursuant to G.S. §143B-1406 and are not included in the Grant Funds allocated by the 911 Board, Grantee agrees it shall be responsible for all expenses for the non-eligible items. For eligible expenses limited by the 911 Board policies, e.g., chairs, monitors, Grantee shall be responsible for all expenses exceeding the expense limitations for such items.

b. Grantee shall prepare and submit reports in the timeframe and using the templates contained in Exhibits A and B of this Agreement.

c. Goals and objectives and terms for meeting the same include:

1. For the Grantee's Primary PSAP, purchase the number and type of portable radios identified in its Grant Application. The Grantee and its Primary PSAP agrees it will only use the Grant Funds to purchase the portable radios selected by the Grantee's Primary PSAP on the Grant Application. The Grantee and Grantee's Primary PSAP understand and agree that they cannot use the Grant Funds for any other purpose or purchase, including selecting a different type of portable radio that was available but not selected by the Grantee in the attached Grant Application.

2. For each Board-approved seat denoted on the grant application, the Grantee's Primary PSAP will use grant funds to contract with a vendor to purchase the following:

- a. 1 portable radio (including two batteries);
- b. 2 chargers; one for the primary PSAP and backup PSAP;
- c. Programming per radio cost, ARS Encryption, and Code Plug;

- d. Training for PSAP staff on use of the new portable radios; and
 - e. Maintenance for each portable radio for the first 12 months, which will be included in the contract for sale.
- 3. All portable radios purchased by Grantee under this Agreement shall contain the VIPER Statewide required template as defined in the State Interoperability Executive Committee's SOG, in addition to whatever local talk groups the Grantee deems appropriate to its jurisdiction.
- 4. Once activated on the VIPER system, the Grantee's Primary PSAP will submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form shall become an addendum to this executed Grant Agreement. The submission will be required prior to any reimbursement by the Board.
- 5. The Grantee's Primary PSAP will keep each portable radio purchased using Grant Funds on the dispatch floor at a console exclusively for use by telecommunicators. The portable radios will not be kept elsewhere within the Primary PSAP, including supervisor offices. The radios will remain solely at the Primary PSAP and may only leave the Primary PSAP when taken directly from the Primary PSAP to a Board-approved Backup PSAP.
- 6. The radios will be maintained exclusively for the Grantee's Primary PSAP use. Neither the Grantee nor the Grantee's Primary PSAP will share, gift, loan, or otherwise allow the use of any of the portable radios purchased under this Grant Agreement using Grant Funds by other PSAPs, agencies, or departments, including those that the PSAP dispatches for or that are otherwise affiliated with the PSAP.
- 7. The Grantee agrees that it will maintain the radios exclusively for Grantee's Primary PSAP use for at least thirty-six (36) months. The Grantee and Grantee's Primary PSAP agree they will not resell, transfer, gift, or in any other manner convey the portable radios to any other entity. If the Grantee does not retain the radios on the Primary PSAP premises in accord with the terms of this Grant Agreement for at least 36 months, Grantee agrees it will reimburse the Board pursuant to Rule 09 NCAC 06C .0405.
- 8. Increase operability with surrounding emergency response resources and increase redundancy and security.
- 9. Adhere to rules for PSAP facilities and equipment within 09 NCAC 06C .0200, and for the use of Grant Funds, as stated within 09 NCAC 06C .0400. Incorporate applicable standards for mission-critical facilities published by the Federal Emergency Management Agency (FEMA), the National Fire Protection Association (NFPA), and the National Emergency Number Association (NENA). Ensure continuity of operations during implementation for all response agencies currently served.

10. Coordinate technology purchases to facilitate the use of the State NG911 system, including GIS call routing.

11. Conduct thorough system(s) testing before acceptance.

d. Grantee shall not change the Scope of Project without prior written approval of the 911 Board Executive Director.

e. Reserved.

f. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the Grant Application and approved project budget.

g. Grantee will collect and compile documents as directed by the 911 Board for the purpose of Grantee's verifying the requirements of Article 15, Part 10 of Chapter 143B of the N.C. General Statutes.

h. Grantee shall assist the 911 Board in any audits of Grant Funds by supplying required document(s) to satisfy the requests of an auditor.

3. Changes in the Project.

a. If any changes to the project or extra work are requested with respect to the Project, such changes must be authorized in writing by the Parties. The 911 Board will not approve any changes that exceed its authority under N.C. Gen. Stat. §143B-1400 *et seq.*, or subsequent modification thereof.

b. Any work referred to in Subsection 3(a) above shall be the subject of a separate written agreement stating the costs and schedule for completing any such extra work.

c. Each Party shall immediately notify the other of any change in conditions or applicable law, or any other event, which may significantly affect its ability to perform the Project.

d. The Parties agree that the 911 Board may assign this Agreement to its successor, if any; or continue the Agreement by amending the term if legislation is enacted that does, or may, affect the term of this Agreement.

e. A request for change in the project period requires advance written approval by the 911 Board Executive Director. The request must be submitted in writing, stating the basis for the request, to the 911 Board Executive Director at least sixty (60) calendar days prior to the expiration of the Grant. The Grantee shall submit a revised budget and any other documentation or information requested by the 911 Board Executive Director indicating the planned use of all unexpended funds during the extension period.

4. Consolidation. Reserved.

5. Term of Agreement. The Parties intend that the term of this Agreement shall begin upon the Effective Date and extend through 30 June 2025 (End Date). The effective period of this Agreement shall commence upon completion by the Parties' authorized signatories (the Effective Date) and terminate upon the End Date unless sooner terminated under Section 14; or amended by

written agreement to extend said date by the Parties or their successors in interest. The parties agree that this Agreement may be extended only one time. **However, both parties agree that if the Grantee fails to place its order for the portable radios with its vendor by February 5, 2025, no extension of this Agreement will occur.**

6. **Project Schedule.** Grantee shall prepare and deliver a project schedule consistent with this Agreement that substantially conforms to the following:

a. The Project is planned to be completed in three (3) phases, with the entire project completed in approximately fifteen (15) months: 1) procurement and planning; 2) delivery, programming, and testing; and 3) training, final testing, and acceptance. The proposed budget and project plans shall be reviewed, revised, and provided to the 911 Board Executive Director as provided in Subsection 2(e) above. These revised documents must reflect any changes and special conditions of the Grant award.

b. Project timelines and milestones identified in the Grant Application are incorporated herein by reference.

c. The PSAP will continue to operate during the Project; therefore, there will be no disruption to 911 call taking and emergency dispatching services.

d. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the Grant Application and approved project budget.

7. **Delivery of Grant Funds.** The total Grant Funds equal the amount stated in the Grant Application contained in Exhibit C of this Agreement. Grant Funds shall be held by the 911 Board and delivered as follows:

a. Funds shall be released to Grantee to reimburse the Grantee for its purchase after receiving copies of Grantee's contracts, purchase orders, and invoices therefor, and Grantee's satisfactory completion of its obligations under this Agreement. Each deliverable offered by the Grantee shall be clearly itemized to show the expenditures meet the scope of this Agreement, to include professional work performed and invoices for supplies. The Grantee shall ensure that all payments are reconciled to an applicable vendor quote to show the eligible and ineligible amounts awarded and the specific funding stream, and in sufficient detail to show the expenses in the invoice are defined to show they were part of the grant award and that the task in the milestone was completed. Grant Funds shall not be used for updating data gathered during the Project. The 911 Board may release Grant Funds directly to subgrantees upon receipt of evidence satisfactory to the 911 Board Executive Director that all conditions necessary to release such Funds have been satisfied. Such evidence may comprise demonstrated compliance with work and payment schedules of this Agreement and any agreement with a Subgrantee, relevant contracts, purchase orders and invoices therefor, satisfactory completion of testing and acceptance criteria of Grantee's contracts with its vendors, approval of the Grantee, and such other evidence as the Executive Director deems reasonably necessary or proper. Payment schedules may include pre-determined progress payments, payments based upon time and materials that are not to exceed a maximum amount, retainage, and such other terms that are consistent with this Agreement.

b. Grant Funds shall not be released, or paid, in advance of performance of actual services or delivery of reimbursable purchases, nor paid for interest, allocations for budget contingencies, maintenance or other services in future fiscal years. Grant Funds may not be used for any type of bond, monies due upon contract execution, or any type of speculative downpayment for the project. Funds shall be applied to ineligible expenses as identified in the Grant Application as authorized by N.C. Gen. Stat. §143B-1407(b)(4), and to expenses that are eligible under N.C. Gen. Stat. §143B-1400 *et seq.* and the Rules and policies of the 911 Board. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and accepted by the Executive Director.

c. As stated in Subsection 2(c)(4) of this Grant Agreement, once activated on the VIPER system, the Grantee will submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form shall be sent as a pdf file to the PSAP's assigned Regional Coordinator and shall become an addendum to this executed Grant Agreement. The Grantee agrees that it must submit the activation request form and until it does so, it shall not be reimbursed by the Board.

d. The Grantee agrees to submit all requests for reimbursement to the Board under Subsection 7(a) of this Agreement within thirty (30) days of Grantee's payment to that Vendor following performance of services or delivery of purchases. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and approved by the Executive Director as meeting the requirements of Rule 09 NCAC 06C .0405(c).

e. Indirect costs and administrative costs will not be allowable charges against Grant Funds unless such costs are specifically included in the approved Project budget as incorporated into the award.

f. Grantee will maintain full, accurate, and verifiable accounting records to support the preparation of financial statements in conformity with accounting practices applicable to N.C. local governments as approved by, or consistent with, standards of the Local Government Commission. Expenditures must be consistent with the Project Budget and N.C. Gen. Stat. §143B-1400 *et seq.*

g. In the event Grantee breaches any of the covenants or agreements contained in this Section, or any of the representations and warranties of Sections 9, 19, and 24 are untrue as to a material fact as of the date of this Agreement, Grantee agrees to return any unearned Grant Funds held by Grantee and refund sums equal to any non-qualified expenditures paid with Grant Funds. Grantee's obligations that are created by this Agreement to return Grant Funds and to refund sums apply only to Grant Funds held by Grantee. Grant Funds are "held" by Grantee only to the extent they are in the actual, not constructive, possession of Grantee. Grantee shall timely enforce all such rights, duties and perform its responsibilities to ensure completion of the accounting and return of Grant Funds to the Board.

h. Grantee must attend workshops or other instructional sessions relating to administration of the Grant or use of 911 Funds provided by the 911 Board during the term of this Agreement.

- i. Funds identified with contingencies or escalations as presented in Grantee's budget documents and financial forecasts shall revert to the Board's Grant Fund if unused or unallocated in a timely manner.
 - j. If the Board determines that the actual costs of the Project are less than the Grant amount, the Board, in its sole discretion, may reduce the amount of the Grant accordingly. If the Grantee determines that the actual costs of the Project are less than the Grant amount, it shall report so to the Board and return any surplus Grant Funds it has received to the Board.
 - k. Any costs associated with completing the project that are not eligible for reimbursement through Grant Funds, as set forth in the Grant Application, must be paid through Grantee's general funds. The general funds shall come from local resources and may not be derived from other State or federal grant funds unless such other funds were specifically identified in the Grant Application.
8. Travel Expenses. The approved budget does not include travel costs. Such costs, if any, are limited to reimbursement rates set forth in N.C. Gen. Stat. §138-6; as interpreted by the Office of State Budget and Management, and as amended from time to time. The State of North Carolina's Travel Policy is contained in the State Budget Manual located on the Internet at <http://www.osbm.state.nc.us>. Original receipts for such expenses shall be retained by Grantee.
9. Independent Status of Grantee.
- a. It is agreed between the Parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between Grantee and any third party, nor with the 911 Board. It is further agreed that except for the rights expressly granted to Grantee or the 911 Board in this Agreement, neither of them shall have any proprietary rights in the Project.
 - b. The Parties acknowledge that Grantee is an independent entity. Grantee shall not represent itself as an agent of the 911 Board; nor shall the Agreement be construed so as to make Grantee an agent of the 911 Board. Grantee shall not have the ability to bind the 911 Board to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability. Grantee shall be responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. Grantee shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Agreement. All expenses incurred by Grantee are its sole responsibility. The 911 Board shall not be liable for the payment of any obligations incurred in the performance of the Project.
10. Conflicts of Interest. Grantee acknowledges and represents that it has adopted policies governing conflicts of interest and ethics in the exercise of its authority, and its actions under this Agreement. Grantee will review, disclose, and employ its best efforts to resolve any anticipated or reported conflict of interest or issue involving its ethics policies during the performance of this Agreement. Grantee shall, upon request, submit a copy of its conflict of interest policy, and shall ensure that such policy conforms to the requirements of N.C. Gen. Stat. §143C-6-23 and other applicable laws.

11. Obligation of Funds. Grant Funds provided by the 911 Board may not be utilized to reimburse expenses incurred by Grantee from its General Fund or any other funds prior to the Effective Date or subsequent to the End Date. All unpaid obligations incurred prior to the End Date shall be paid and satisfied by Grantee within thirty (30) days thereafter. Grant Funds shall be deobligated if not expended in the time and manner agreed herein. The 911 Board may deobligate all or part of the awarded funds if:

- a. The actual cost of goods or services identified in the Grant budget funded by the Grant award is less than the total award, or
- b. If the Grantee does not complete the project by the end of the Term of the Agreement, set forth in Section 5 of this Agreement.

If Grant Funds are not expended within the term of this Agreement and manner agreed herein, and in compliance with the project schedule and budget, the Board shall provide notice of deobligation of such Grant Funds to the Grantee. Notice of deobligation shall provide an effective date of deobligation which shall not be less than thirty (30) days after the date of the notice.

12. Project Records.

- a. Grantee shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner so as to identify and document clearly the expenditure of Grant Funds provided under this Agreement, separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.
- b. Grantee shall retain all financial records, supporting documents, and all other pertinent records related to the Project for five (5) years from the End Date. In the event such records are audited, all Project records shall be retained beyond such three-year period until any and all audit findings have been resolved.
- c. Pursuant to N.C. Gen. Stat. §143C-6-23, and §147-64.7, Grantee agrees to make available to the State Auditor, Board, or designated representatives of the foregoing, all of its records that relate to the Project, and agrees to allow the 911 Board or its representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the 911 Board or its representative may deem necessary.
- d. Grantee acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C. Gen. Stat. § 143C-6-23 *et seq.* and Non-State Entities Receiving State Funds or N.C. Gen. Stat. §159-34, The Local Government Budget and Fiscal Control Act - Annual Independent Audit; Rules and Regulations as applicable. Such audit and reporting requirements may vary depending upon the amount and source of funding received by Grantee, and such are subject to change from time to time. Grantee shall constantly monitor all performance under Grant-supported activities, including activities performed by Subgrantees, to ensure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. Such obligations to comply with the Board's or other agency's monitoring activities shall survive grant closeout and the termination of this Agreement.

13. Publications.

a. Any published or distributed reports, data, or other information shall contain a disclaimer statement to the following effect: *Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view and policies of the 911 Board.*

b. 911 Board may publish or arrange for the publication of information resulting from work carried out under this Agreement, and copyright any books, publications, films, or other copyrightable materials developed in the course of or resulting from work under this Agreement.

c. Upon publication of any materials resulting from the work of the Project, Grantee shall furnish a minimum of two copies of reprints to the 911 Board.

14. Termination; Availability of Funds.

a. If Grantee fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, the 911 Board shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and by specifying the effective date of termination. For the avoidance of doubt, Grantee's failure to appropriate funds necessary to complete the project shall be reason for termination. In such event, the 911 Board shall have no responsibility to make additional payments under this Agreement after the End Date. No further expenditures shall be made under this Agreement except for such work as shall have already been performed prior to the End Date and Grantee shall return all unearned funds upon the demand of the 911 Board.

b. The Grantee agrees it will repay Grant Funds if it fails to comply with any terms of this Agreement. The Grantee shall not be relieved of liability to the 911 Board for damages sustained by the 911 Board by virtue of any breach of this agreement, and the 911 Board may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the 911 Board from such breach can be determined.

c. The Parties may terminate this Agreement by mutual consent upon sixty (60) days' notice. Notice may be given by either party to the other at the addresses and to the attention of the Party's representative specified in Section 28 below.

d. Termination of the contract by the Grantee shall not prohibit the 911 Board from seeking remedies for additional costs consequential to the termination incurred by the 911 Board. The Grantee shall repay to the 911 Board any Grant Funds received in excess of the distributions under this Agreement.

e. Grantee recognizes that Grant Funds are State Funds, and the expenditure of State Funds deposited in the State treasury, including the 911 Fund, is subject to acts of appropriation by the General Assembly and actions of the Budget Director.

15. Liabilities and Loss. The 911 Board assumes no liability, nor shall it have any liability under this Agreement, with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims, or losses arising out of any activities undertaken by Grantee or its contractors under this Agreement, whether with respect to persons or property of Grantee, or third parties. Grantee agrees to obtain insurance to protect it and others as it may deem desirable, or, if it elects not to obtain such insurance, it represents that it has adequate resources available to it for

this purpose. Further, Grantee agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees against any liability, including costs and expenses and attorney's fees, for the violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any information published resulting from the work of the Project or based on any libelous or other unlawful matter contained in such information. Grantee also further agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any and all subgrantees, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project and the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee or its agents in the performance of the Project.

16. Bankruptcy of Third Parties. In the event that any Subgrantee (or other entity other than Grantee) receiving Grant Funds files bankruptcy owing Grantee, the Board or other entities any money, it shall be the sole responsibility of Grantee to (i) immediately notify the Board and (ii) pursue all reasonable claims against the debtor in bankruptcy to obtain the maximum payment allowed by law. To the extent that Grantee fails to pursue the debtor in bankruptcy and obtain the maximum payment allowed by law, Grantee shall be responsible for all amounts paid to such Third Party that are not returned to Grantee; and no Grant Funds may be expended to replace such monies or payments represented by claims against the Third Party.

17. Remedies. In the event of Grantee's non-compliance with any provision in this Agreement, Grantee agrees that the Board may take any actions authorized by law or by this Agreement, including but not limited to those described in 09 NCAC 03M .0401. These remedies include, but are not limited to, reducing, or suspending Grant Funds or terminating the Grant, including the withdrawal of all funds described in this Agreement except for funds already expended on otherwise eligible activities which may not be recaptured or deducted from future grants. The Board may also require Grantee to reimburse Grantee's Program account for improperly expended funds by Grantee or any Subgrantee or other Third Party, as set forth in G.S. §143B-1407(c).

a. Upon non-compliance with the applicable provisions of 09 NCAC 03M, the Board shall take measures under Rule .0801 of that Subchapter to ensure that the requirements are met, including: communicating the requirements to the non-State entity; requiring a response from the non-State entity upon a determination of noncompliance; and suspending payments to the non-State entity until the non-State entity is in compliance.

b. Pursuant to 09 NCAC 03M .0703(11), the Parties may terminate this Agreement with 60 days' notice by mutual consent, or as otherwise provided by law. Pursuant to 09 NCAC 03M .0703(13), unexpended Grant Funds shall revert back to the Board upon termination of the Agreement, unless otherwise provided by applicable laws, rules, regulations or orders.

c. However, no termination of this Agreement or the Grant (i) removes Grantee's liability regarding any Grant Funds improperly expended (including the Board's enforcement abilities to recover such funds) or (ii) removes Grantee's existing and continued obligations and liabilities with respect to Grant Funds already properly expended (including the Board's enforcement abilities).

18. Entire Agreement. This Agreement supersedes all prior agreements between the 911 Board and Grantee; and expresses the entire understanding of the Parties with respect to the transactions contemplated herein, and shall not be amended, modified, or altered except pursuant to a writing signed by both Parties.

19. Grantee Representation and Warranties. Grantee hereby represents and warrants that:

a. Grantee is duly organized and validly existing as a unit of local government under the laws of the State of North Carolina.

b. This Agreement constitutes a binding obligation of Grantee, enforceable against it in accordance with its terms. The execution and delivery of this Agreement have been duly authorized by all necessary action on the part of Grantee and does not violate any applicable organizational documents of Grantee, or any agreement or undertaking to which it is a party or by which it is bound.

c. Grantee shall allocate such further and sufficient funds to complete the project in a manner consistent with this Agreement and the Grant Application.

d. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to Grantee's knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or Grantee's ability to discharge its obligations under this Agreement.

e. All consents or approvals necessary from any governmental authority as a condition to the execution and delivery of this Agreement have been obtained by Grantee. Grantee shall provide the 911 Board with evidence of the existence of all such contracts at the time of the execution of this Agreement. Grantee agrees that the funding contingencies identified in the Grant Application are waived and that all such parties agree that grant funding is sufficient for the purposes and scope of the Grant.

f. The Grantee will notify the 911 Board Executive Director of any significant problems relating to the administrative or financial aspects of the award, such as misappropriation of funds; use of 911 Funds for non-eligible expenses; or placement or retaining 911 funds in any account other than the Emergency System Telephone Fund.

g. Grantee certifies that it has complied with G.S. §§14-234 and 133-32 and shall continue to require compliance for itself and any vendors, contractors or other third parties during the term of this Agreement. Any violations of G.S. § 14-234(f) shall be reported to the Board's Executive Director within ten (10) days of Grantee learning of such violation.

20. Performance Measures. Grantee shall ensure that its contracts with third parties include performance measures that provide remedies ensuring protection of the Grant Funds, any matching funds or funds from other sources, and that secure completion of this Agreement consistent with the time and budget for the Project. Specific measures are within the discretion of Grantee, and Grantee shall consider including measures including one or more of the following:

a. Requiring terminated vendors to provide costs of cover for replacement goods or services.

b. Termination of vendor contracts for cause and vendor's forfeiture of rights to payment.

- c. Grantee's ownership, or free use, of all planning materials, estimates, drafts, plans, drawings and similar items or information produced by Grantee's vendors in the event of termination for any reason.
- d. Grantee's requirement that its vendors provide contract security for their performance, including but not limited to, bonds, letters of credit, escrows of funds or other assets, or like security.
- e. Terms and conditions of agreements allocating damages and setting forth limitations of liability as may be necessary or proper to ensure that any breaches or failures to perform by Grantee's vendors, as a minimum measure,
- f. Acceptance testing and warranties for any and all equipment, goods and services provided by Grantee's vendors of sufficient duration and measurement to ensure performance consistent with 911 center operations.

21. Subcontracting. Grantee shall not subcontract any of the work contemplated under this contract without obtaining prior written approval from the 911 Board. Any approved subcontract shall be subject to all conditions of this Agreement. Only the subgrantees specified in the Application are to be considered approved upon award of the contract. Grantee shall be responsible for the performance of any subgrantee; and shall require all subgrantees to comply with the provisions of the grant award, including this Agreement. Grantee shall be responsible for the performance of any subgrantee.

- a. Grantee shall ensure that any subgrantee provides all information necessary or proper to ensure compliance with this Agreement and the timely completion of the Project.
- b. The Grantee shall provide all necessary personnel, equipment, and facilities required to implement the work as stated in the Grantee's Grant Application and subsequently approved project schedules, budgets and project scope identified herein, in accordance with the stated objectives, goals, results, standards, and deliverables.

22. Excusable Delay (Force Majeure). Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes and other natural catastrophes, governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control. Grantee shall notify the 911 Board promptly of any factor, occurrence or event that comes to its attention that may affect or delay Grantee's ability to perform any of its other obligations hereunder. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay. The parties agree that Grantee failing to place an order for the portable radios by February 5, 2025, does not constitute excusable delay.

23. Dispute Resolution. The Parties agree that it is in their mutual interest to resolve disputes informally. A claim by Grantee shall be submitted in writing to the 911 Board for decision. A claim by the 911 Board shall be submitted in writing to Grantee for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law; or invite the other party to

submit the matter to mediation. If both Parties agree to submit the matter to mediation, the following actions shall be taken:

- a. Each Party shall recommend a mediator certified by the N.C. Courts after first determining that the recommended mediator, and said mediator's firm, if any, have no conflict or prior knowledge of the matter to be resolved, and no prior work for or against either Party,
- b. The recommended mediators must have knowledge of the general subject matter of the FCC 911 laws, regulations and 911 practices,
- c. The recommended mediators must be able to execute and deliver a satisfactory confidentiality and non-disclosure agreement if information exempt from disclosure under N.C. Gen. Stat. §132-1, *et seq.* is relevant or material to the matter to be resolved,
- d. Recommended mediators and their respective contact and qualification information shall be exchanged within five (5) days to each party as provided in Section 28 below following the agreement to mediate,
- e. Unless the Parties mutually agree to select a particular mediator, the selection of a mediator shall be determined by the Mediator's earliest available date to initiate mediation. Any agreement to mediate shall require the Parties to appear and mediate the matter in good faith in accordance with the schedule and calendar established by the Mediator, and
- f. Provided, however, that this term shall not constitute an agreement by either Party to mediate or arbitrate any dispute; and that any agreement to mediate may be revoked or terminated without penalty therefor if so advised by the N.C. Attorney General.

24. Special Provisions and Conditions.

- a. The 911 Board may request from Grantee certain information that will assist 911 Board with evaluation of the short and long-range impact of its programs. Grantee recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide such information as requested.
- b. If the 911 Board finds that Grantee has used Grant Funds for an unauthorized purpose, or in a manner not agreed and approved as provided in this Agreement, the Board shall report such findings to the Attorney General, The Office of State Budget and Management, the Office of the State Auditor, the Local Government Commission, and the Office of the State Controller, as may be required by applicable law and regulations. Funds shall not be disbursed to Grantee if the Grantee fails to comply with any of the requirements of this Agreement, including reporting requirements.
- c. Nondiscrimination. Grantee agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.
- d. Conflict of Interest. Grantee certifies that to the best of its knowledge no employee or officer of Grantee has any pecuniary interest in the business of the 911 Board or of the Project, and that no person associated with Grantee has any interest that would conflict in any manner with the performance of the Agreement.
- e. Order of Precedence. To the extent of any conflict between this Agreement, including the Exhibits comprising Grantee's Grant Application and supporting documents

and Reporting Schedule, such conflicts shall be resolved by first referring to this Agreement, followed serially by the Reporting Schedule, Grant Application, and lastly by other subordinate documents in reverse order to their adoption.

f. Compliance with Laws. Grantee shall at all times observe and comply with all laws, ordinances, and regulation of the state, federal and local governments which may in any manner affect the performance of the Agreement.

g. Non-Assignability. Grantee shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the 911 Board; provided, however, that claims for money due to Grantee from the 911 Board under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

h. Personnel. Grantee represents that it has, or will secure at its own expense, all personnel required to carry out and perform the scope of services required under this Agreement. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

i. Future Cooperation. The Board and Grantee agree to cooperate fully with one another, to execute any and all supplementary documents and/or agreements that may be necessary or helpful to give full force and effect to the terms of this Agreement and to the Parties' intentions in entering this Agreement.

j. Illegal Aliens. No costs incurred as a result of work performed by illegal aliens shall be eligible for reimbursement by Grant Funds. As such, in submitting a reimbursement request to the Board for payment, Grantee shall be required to certify to the Board that the expenses for which reimbursement is sought were not incurred as a result of work performed by illegal aliens. Contracts awarded by the Grantee that are funded by this Grant shall require Grantee's Vendor(s) and each of its subcontractors comply with the E-Verify requirements of G.S. Chapter 64, Article 2.

25. Intellectual Property Rights. All documents, data, databases, maps, compilations and other works produced by Grantee or any subgrantee under this Agreement shall be considered either Works for Hire under applicable copyright law, or as public records, and neither Grantee nor any subgrantee shall have any property rights of ownership in such works.

26. Confidential Information. The Parties acknowledge and agree that each is subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. §132-1, *et seq.* The Parties further acknowledge and agree that other standards of confidentiality may apply to information made or received during the performance of this Agreement. Such information may include proprietary information of a third party. Prior to accepting any proprietary information, the receiving Party shall ensure that an appropriate and acceptable non-disclosure agreement (NDA) is prepared. Any NDA shall ensure:

- a. That the Proprietary Information is protected as permitted by applicable law,
- b. That the Proprietary Information is available and accessible to all persons as may be necessary to complete the purposes of this Agreement, and
- c. That the Proprietary Information is clearly marked as such.

27. Proprietary Information: Proprietary information shall be subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. 132-1, *et seq.* Grantee shall ensure that any third party is encouraged to review the applicable Statutes prior to submitting any information or documentation believed to be proprietary.

a. 911 Board may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §143B-1412 and §132-1, *et seq.* Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2.

b. Grantee may permit third parties to designate appropriate portions of reports, data, and other deliverables as confidential, consistent with and to the extent permitted under the statutes set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type “**CONFIDENTIAL.**” By so marking any page, any disclosing party warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Statutes set forth above.

c. The 911 Board may serve as custodian of confidential information and not as an arbiter of claims against any party’s assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel disclosure information marked confidential, the disclosing party agrees that it will intervene in the action through its counsel and participate in defending the 911 Board, including any public official(s) or public employee(s). The 911 Board agrees to promptly notify Grantee in writing of any action seeking to compel the disclosure of a third party’s confidential information. The 911 Board shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The 911 Board shall have no liability to Grantee or any third party with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law; nor by disclosure of unmarked information or information that is publicly known.

28. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered by one or more of the following: by email, which the parties agree is the preferred method for delivery, or when deposited in the United States mails, first class, postage prepaid and properly addressed, as follows:

If to the 911 Board: Attn: L. V. Pokey Harris, Executive Director
 N.C. 911 Board
 P.O. Box 17209
 Raleigh, NC 27609

 Ph: 919-754-6621
 E-Mail: pokey.harris@nc.gov

If to Grantee: The PSAP Contact listed on the Grant Application, which is attached as Exhibit C. If the Contact changes, the Grantee must

notify the Board of the updated information by contacting the PSAP's assigned Regional Coordinator

or addressed to such other address or to the attention of such other individual as the 911 Board or Grantee shall have specified in a notice delivered pursuant to this Subsection.

29. Construction. This Agreement shall be construed and governed by the laws of the State of North Carolina. The place of this Agreement, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. The Parties agree and submit, solely for matters relating to this contractual Agreement, to the jurisdiction of the courts of the State of North Carolina and stipulate that Wake County shall be the proper venue for all matters.

30. **This Agreement will expire and Grant Funds will be deobligated if the Agreement is not signed and returned to the 911 Board for countersignature no later than the date specified in the grant electronic mail correspondence in which it was sent to Grantee.**

Exhibit A
Reporting Schedule

Grantee shall report the following to the Board, by providing information to the Executive Director:

1. Grantee's contracts shall include performance measures and acceptance testing criteria to ensure that the equipment and services meet the operational and technical requirements of the 911 center. Grantee shall provide copies of contracts, purchase orders and invoices for any equipment or services for which Grant Funds will be expended, including direct disbursements to subgrantees, if any. Such items shall be reported to the Executive Director in a timely manner to ensure prompt payment for any authorized invoices.
2. Progress Reports or assessments that demonstrate the success, or lack thereof, of the Project. The progress reports shall include activities and actions within the Scope of Project (Section 2), Project Schedule (Section 6), any changes in the governance proposed in the Grant Application (Section 3), achievement or progress regarding PSAP priorities identified in the Grant Application and the following information: a comparison of actual accomplishments to the goals and objectives described in the Grant Application as such are established for the period and any significant findings; reasons why established goals were not met, if applicable; and other pertinent information including, where appropriate, analysis and explanation of cost overruns or projected changes in time or funding needed for completion of project objectives.
3. A general project timeline of milestones is listed or incorporated herein.
4. Interim Reports
 - a. The Grantee shall submit one copy of the interim report via email in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator on or before 1 February 2025, using the attached template in Exhibit B.
5. Final Project Report
 - a. The Grantee shall submit one copy of the final project report via email in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator within 45 days after the end of the project period using the attached template in Exhibit B.
 - b. The final project report shall document and summarize the results of the work. It shall include detailing the activities, expenditures of the funds, and the ways in which the needs identified in the Grant Application were met. The final report shall be submitted within 45 days after the end of the project period, and shall be accompanied by supporting documentation for all expenditures of the Grant Funds.
 - c. The Grantee shall submit at the same time of the final report the final invoices to be reimbursed. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report is received and approved as meeting the requirements of Rule 09 NCAC 06C .0405(c).

Exhibit B
Interim and Final Grant Report Templates

- Use the Template language for both reports.
- Both reports must be submitted on the local government's letterhead with the date of submission.
- Both reports must be signed by each of the following: 1) the PSAP manager; 2) the locality's Finance Manager; and 3) the County or City Manager.

1. **The Interim Report** shall be submitted no later than February 1, 2025.

The {specific number and type of} radios were ordered on {date}. The total cost was {amount}. The contract included the purchase of {number} of radios, to include two chargers for each radio, programming, ARS encryption, and code plug, as well training for all PSAP staff members and maintenance for each portable radio for twelve months.

The portable radios contain the VIPER Statewide required template, as defined in the State Interoperability Executive Committee's SOG.

Once activated on the VIPER system, we will submit a completed copy of the subscriber unit activation request form as a pdf to the PSAP's assigned Regional Coordinator. *If the PSAP has already submitted the information, use this alternative language:* The PSAP submitted to its Regional Coordinator a pdf of the completed copy of the VIPER subscriber unit activation request form on {date}.

Only applicable if the PSAP has not yet placed its radio order: The PSAP understands that failing to place its order for radios by February 5, 2025 means that it is not entitled to an extension pursuant to Section 5 of this Grant Agreement. Therefore, the PSAP understands that if it has not met the full extent of its obligations under this Grant Agreement, it will not be reimbursed by the Board and will have to pay for any purchases made in an attempt to fulfil its obligations under Grant Agreement with general funds.

2. **The Final Report** shall be submitted within 45 days of completing the project.

The {specific number and type of} radios were ordered on {date}. The total cost was {amount}. The contract included the purchase of {number} of radios, to include two chargers for each radio, programming, ARS encryption, and code plug, as well training for all PSAP staff members and maintenance for each portable radio for twelve months.

The radios and chargers were delivered {date}. Upon delivery, the programming, ARS Encryption, and code plug were installed.

Staff was trained by the vendor on {date(s)}.

The PSAP submitted to its Regional Coordinator a pdf of the completed copy of the VIPER subscriber unit activation request form on {date}.

The project is now complete. Final invoices were submitted on {date} or with this final report.

Exhibit C
Grant Application

Grantee's Grant Application is attached hereto and is incorporated by reference.



2023 Portable Radio PSAP Grant Application

PSAP Name: Granville County Emergency Communications

PSAP Contact Name: Trent Brummitt

PSAP Contact Email: trent.brummitt@granvillecounty.org

PSAP Contact Phone Number: 919-692-0141

PSAP Address: 525 New Commerce Dr Oxford NC 27565

Date: 8/1/2023

Number of Board-approved seats: 5

Please double click in the cell to open the table. Once complete, close out the table to transfer data. ***The number of radios requested cannot exceed the number of Board-approved seats in the Primary PSAP.

Types of Radio Requested	Number of Radios	Per Radio Cost	Total funds requested
Motorola APX6000 700/800mhz	0	\$5,846.15	\$0.00
Motorola APX8000 700/800mhz/VHF/UHF Multiband	5	\$8,330.89	\$41,654.45
Tait TP9400 700/800mhz/VHF/UHF Multiband	0	\$3,154.50	\$0.00
Tait TP9600 700/800mhz/VHF/UHF Multiband	0	\$3,627.75	\$0.00
EF Johnson-Kenwood VP5000 700/800mhz	0	\$2,756.66	\$0.00
EF Johnson-Kenwood VP6000 700/800mhz	0	\$3,603.71	\$0.00
EF Johnson-Kenwood VP8000 700/800mhz/ VHF/UHF Multiband	0	\$5,498.91	\$0.00

By submitting this application, the above-named PSAP acknowledges and agrees to the following:

This grant opportunity is available only to Primary PSAPs.

The PSAP will make direct purchase of the desired radios from the PSAP's vendor of choice.
The PSAP's locality will be reimbursed for the purchase.

The Primary PSAP will be required to enter into a grant agreement with the Board upon approval of the application. The grant agreement will give the PSAP approximately 14 months to purchase the radios and complete programming and staff training.

This grant opportunity will provide the following per approved seat:

- 1 portable radio (including two batteries)
- 2 chargers; one for the primary PSAP and backup PSAP
- Programming per radio cost, ARS Encryption, and Code Plug
- Training for PSAP staff on use of the new portable radios
- Maintenance for the first 12 months

The number of awarded radios will not exceed the number of Board-approved seats.

Each portable radio must be kept on the dispatch floor at a console in order to be available for use by telecommunicators. The portable radios will not be kept elsewhere within the PSAP, including supervisor offices.

The radios may only leave the Primary PSAP when taken directly from the Primary PSAP to a Board-approved Backup PSAP.

The radios will be maintained exclusively for the Primary's PSAP use. The PSAP will not share, gift, loan, or otherwise allow the use of any of the grant-awarded portable radios by other PSAPs, agencies, or departments, including those that the PSAP dispatches for or that are otherwise affiliated with the PSAP.

The PSAP understands that the radios may be checked during PSAP assessments or Board staff visits to ensure that all Board-awarded portable radios are on premises.

All portable radios purchased through this program must contain the VIPER Statewide required template as defined in the State Interoperability Executive Committee's SOG, in addition to whatever local talk groups the PSAP deems appropriate to its jurisdiction.

Once activated on the VIPER system, each PSAP must submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form will become an addendum to the executed Grant Agreement. The submission of the pdf will be required prior to any reimbursement by the Board.

The PSAP must pay for anything related to the radios that exceed the amount approved by the Board.

After the first year, the PSAP will pay for all maintenance for the radios out of its general fund. The PSAP understands that the maintenance will not be ETSF eligible.

The PSAP agrees that it will keep the radios for at least 36 months. It will not resell them or give them away to any other entity. If the PSAP does not retain the radios on the PSAP premises for at least 36 months, it will reimburse the Board pursuant to Rule 09 NCAC 06C .0405.

The applicant PSAP must email this completed application form by 5 p.m. on Friday, September 29, 2023, to 911comments@its.nc.gov

Board Internal Use Only:

- ☒ Regional Coordinator reviewed for accuracy.
- ☒ Financial Review Specialist reviewed for accuracy.
- ☒ Executive Director reviewed for accuracy and forward to legal counsel for preparation of Grant Agreement.



911 Board Grant

Emergency Communications

3/18/24



911 Board Radio Grant

- The North Carolina 911 Board is offering a grant to purchase portable radios.
- These radios will be used if our primary radio system is not operational.
- This is a great redundancy addition to have for our center.
- These can also be used if we had to evacuate our main center, we could take them with us to our back-up center while continuing to monitor radio traffic.



911 Board Radio Grant

RECOMMENDATION:

The Emergency Communications Director Trent Brummitt recommends approval of purchasing five portable radios from Mobile Communications America in the amount of \$41,654.45 from funding that will be reimbursed with 911 Board grant funds. The Emergency Communications Director further recommends that the Board of Commissioners authorize the County Manager to execute the contract once finalized by the County Attorney.

911 Board Radio Grant | Emergency Communications | 3/8/24



Questions?



Granville County Sheriff's Office

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

To: Board of Commissioners
From: Sheriff Robert Fountain
Department: Sheriff's Office
Date: March 18, 2024
Title: **Adjustments to Part-Time Courthouse Security Classification**

PURPOSE:

To consider an adjustment to the part-time courthouse security classification and pay rate.

BACKGROUND:

The Granville County Courthouse and our court systems are the cornerstone of society and provide a core function of government in the adjudication of legal disputes. The Granville County Sheriff's Office (GCSO) strives to make every person entering, working, or visiting the courthouse feel safe and secure.

In April, Granville County will join numerous other counties across North Carolina that have already transitioned to eCourts, a digital case management system being rolled out statewide by the Administrative Office of the Courts. The system is designed to modernize records and increase transparency; however, the rollout has been plagued with transition and training challenges resulting in delays and increasing frustration among those required to appear in court.

For this reason as well as other safety concerns, the Sheriff has identified a need to increase the level of security provided at the courthouse in the current fiscal year; therefore, he is requesting a new classification of "*Specialized Court Officer*" at a pay rate of \$22 per hour be added to the County's Part-Time Pay Schedule. County HR staff reviewed the pay rate of surrounding counties for this position and determined that the new rate would ensure Granville County remains competitive and is able to recruit qualified personnel.

This request will not add any positions to the sheriff's office approved position count. Presently, courthouse security consists of one full-time sworn deputy along with eight part-time bailiffs paid at the part-time pay rate of \$16.50 per hour. As current courthouse bailiffs retire, the new classification and pay rate will be utilized in recruitment of skilled and trained law enforcement personnel to fill the vacant bailiff positions. Eventually, the bailiff classification will be removed from the pay schedule.

FUNDING LINE ITEM:

Part-time salaries are budgeted in the Sheriff's Office line 10-4310-126. This pay rate adjustment is anticipated to add approximately \$50,000 to annual personnel costs. If approved, this additional funding will be included in the manager's recommended FY25 continuation budget.

RECOMMENDATION:

The Sheriff's Office and County Administration recommend approval of the new Specialized Court Officer classification and part-time pay rate of \$22 per hour effective immediately.

ACTION TAKEN:



Granville County Sheriff's Office

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

To: Board of Commissioners
From: Robert Bailess
Department: Sheriff's Office
Date: March 18, 2024
Title: Request to Surplus Weapons

PURPOSE:

To receive approval to surplus thirty-two (32) firearms that have exceeded their service life and exchange them for fair market consideration (store credit) with a local vendor. The request is as follows:

- The Granville County Sheriff's Office (GCSO) is requesting to exchange twenty-three (23) surplus shotguns and nine (9) handguns for store credit with Lowlife Audio & Guns located at 312 Granville Corners, Oxford, NC 27565. Lowlife Audio & Guns is a federally licensed firearms dealer and will assume responsibility for the functionality of the weapons at the time of transfer.

BACKGROUND:

The thirty-two (32) firearms proposed for transfer are over twenty years old and have reached the performance reliability for law enforcement service. All firearms have been checked through the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) database to ensure the accuracy of the serial number and ownership by the Sheriff's Office. Additionally, federal asset forfeiture funds were not used to purchase these weapons. An estimated value of the weapons was provided by Lowlife Audio & Guns and a store credit will be provided to the Sheriff's Office.

The following is a detail of the weapons proposed for transfer:

<u>Exchange for Credit</u>		<u>Value</u>
▪ Twenty-two (22) -	Remington 870 12-gauge shotguns	\$2,750.00
▪ One (1) -	Mossberg 500A 12-gauge shotgun	\$ 125.00
▪ Four (4) -	Sig Sauer P229 .357 handguns	\$ 500.00
▪ Two (2) -	Sig Sauer P232SL 9mm handguns	\$ 250.00
▪ Three (3) -	Smith & Wesson M6906 9mm handguns	\$ 375.00
Total:		\$4,000.00

COMPLIANCE WITH CONTRACT & PURCHASING POLICY:

Pursuant to North Carolina General Statute 160A-271, a county government may exchange any real or personal property belonging to the county for other real or personal property by private negotiation if the county receives a full and fair consideration in exchange for its property. Property shall be exchanged only pursuant to a resolution authorizing the exchange adopted at a regular meeting of the

Board of Commissioners upon 10 days' public notice. Notice shall be given by publication describing the properties to be exchanged, stating the value of the properties and other considerations changing hands, and announcing the council's intent to authorize the exchange at its next regular meeting.

RECOMMENDATION:

Sheriff Robert Fountain recommends approval of the request to surplus thirty-two (32) weapons and exchange them at fair market value for store credit with Lowlife Guns & Audio.

ATTACHMENTS:

Weapon Inventory and Quote

State Procedures for Property Exchange

Public Notice of Intent - Oxford Ledger

ACTION TAKEN:

Quote

ALBERT
HUGHES 919-339-4227

SHOT GUNS

1. Remington 870 - 12G - RS33086D (Black)
2. Remington 870 - 12G - RS33080D (Black)
3. Remington 870 - 12G - RS32953D (Black)
4. Remington 870 - 12G - RS78761H (Wood)
5. Remington 870 - 12G - RS21107R (Wood)
6. Remington 870 - 12G - RS32952D (Black)
7. Remington 870 - 12G - RS21071R (Wood)
8. Remington 870 - 12G - RS21101R (Wood)
9. Remington 870 - 12G - RS21100R (Wood)
10. Remington 870 - 12G - RS21073R (Wood)
11. Remington 870 - 12G - RS21067R (Wood)
12. Mossberg 500A - 12G - L710650 (Wood)
13. Remington 870 - 12G - RS21085R (Wood)
14. Remington 870 - 12G - RS29315R (Wood)
15. Remington 870 - 12G - RS21084R (Wood)
16. Remington 870 - 12G - RS21109R (Wood)
17. Remington 870 - 12G - RS21114R (Black)
18. Remington 870 - 12G - RS763352M (Wood)
19. Remington 870 - 12G - RS21087R (Wood)
20. Remington 870 - 12G - RS21065R (Wood)
21. Remington 870 - 12G - RS21113R (Wood)
22. Remington 870 - 12G - AB634878M (Wood)
23. Remington 870 - 12G - RS32972D (Wood)



312 Granville Corners
Oxford NC 27565
LLAINC27565@gmail.com
www.lowlifeguns.com

\$ 2875.00

Handguns

1. Smith & Wesson - Model 6906 - 9mm - TDF1343
2. Smith & Wesson - Model 6906 - 9mm - TDF1355
3. Smith & Wesson - Model 6906 - 9mm - THE5117
4. Sig Sauer - P229 - .357 Cal. - AH20703
5. Sig Sauer - P229 - .357 Cal. - AH23377
6. Sig Sauer - P229 - .357 Cal. - AH20704
7. Sig Sauer - P229 - .357 Cal. - AM13680
8. Sig Sauer - P232SL - 9mm - S251909
9. Sig Sauer - P232SL - 9mm - S240975

\$ 1125.00

\$ 4000.00



Local Government Property Disposal Procedures

Exchange of Property (G.S. 160A-271)

Listed below are the basic procedures required under state law for disposing of personal and real property by exchange.

- Step 1 Unit of government develops a tentative agreement for exchange of real or personal property for other real or personal property for full and fair consideration. The exchange may be with another unit of government or a private entity or individual.
- Step 2 Publish notice of propose exchange in a newspaper of general circulation within the jurisdiction (electronic advertisement is not authorized for property exchanges). The advertisement must describe the properties to be exchanged, state the value of the properties and other consideration that are part of the exchange, and announce the governing board's intent to authorize the exchange at its next regular meeting (the meeting cannot be a special or emergency meeting). The advertisement must be published at least 10 days prior to the date of the regular meeting at which the board will consider the resolution authorizing the exchange.
- Step 3 Governing board adopts a resolution authorizing the exchange. Resolution must be adopted at a regular meeting of the board (not a special or emergency meeting).
- Step 4 The exchange may be completed at any time after the governing board adopts the authorizing resolution.

Template resolutions and notices of sale are available on the School of Government's Local Government Procurement and Property Disposal microsite under "Sample Property Disposal Forms"
www.ncpurchasing.unc.edu

Notification to the Board of Commissioners and the Citizens of Granville County of the Sheriff's Office Request to Authorize the Exchange of Surplus Weapons.

Pursuant to North Carolina General Statute 160A-271, The Granville County Sheriff's Office states its intent to request authorization from the Board of Commissioners to exchange certain county-owned property for store credit.

The Sheriff's Office is proposing to exchange twenty-three (23) surplus shotguns and nine (9) handguns for store credit with Lowlife Audio & Guns located at 312 Granville Corners, Oxford, NC. The exchange of property will be conducted at fair market value. The exchange involves the following:

<u>Exchange for Credit</u>		<u>Value</u>
1. Twenty-two (22) -	Remington 870 12-gauge shotguns	\$2,750.00
2. One (1) -	Mossberg 500A 12-gauge shotgun	\$ 125.00
3. Four (4) -	Sig Sauer P229 .357 handguns	\$ 500.00
4. Two (2) -	Sig Sauer P232SL 9mm handguns	\$ 250.00
5. Three (3) -	Smith & Wesson M6906 9mm handguns	<u>\$ 375.00</u>
Total:		\$4,000.00

All persons interested in further details of this proposal are invited to attend the meeting of the Board of Commissioners to be held March 18, 2024, at 7:00 p.m. at the Granville County Convention and Expo Center, 4185 US Highway 15 South, Oxford, NC. At that time the board intends to authorize the exchange of county property described above.

Robert D. Fountain
Sheriff



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: March 18, 2024
Title: Asphalt Walking Trail Repairs - Granville Athletic Park

PURPOSE:

This request considers awarding a unit-price construction service contract needed for asphalt walking trail repairs within the Phase I area of the Granville Athletic Park.

BACKGROUND:

The asphalt walking trails within phase I area of the park need substantial repairs. Over the past 10 years work has been undertaken to minimize trip hazards due to pavement separation; however, tree root undergrowth is a continual issue and reconstruction of the most severely damaged sections of the trail is needed.

Withers Ravenel, an Engineering firm with extensive experience in similar work was retained to evaluate the conditions and formulate a method of repair, as well as mitigating future tree root damage to the best possible extent. Their evaluation and subsequent bid proposal document found the following areas.

- **Base Bid Needs:** This area focuses on the trail around the soccer fields. Three areas were determined in need of substantial repairs and root remediation. Work consists of removing the existing asphalt and replacing it with 6" of asphalt, along with root remediation trenching.
- **Alternate #1 Needs:** This area focuses on the trail around the southeast ball field loop. Two areas were determined in need of substantial repairs and root remediation as noted in the base bid description.
- **Alternate #2 Needs:** This area focuses on the trail around the southeast ballfield loop. Two areas were determined in need of minor repairs and consist of a 3" asphalt overlay to the existing trail surface.

Unit price bids were received in accordance with the above categories on February 22nd; the bid results are attached to this item for your information.

COMPLIANCE WITH CONTRACT & PURCHASING POLICY:

This request complies Section II, Informal Bids (NCGS 143-131)

FUNDING LINE ITEM:

The 2023-2024 Capital Improvement Project funding for the Granville Athletic Park includes this work and can accommodate this request and recommendation.

RECOMMENDATION:

The Granville County Development Service Director, in conjunction with Withers Ravenel, recommends awarding the unit-price construction service agreement to Blacksail Construction, LLC for the Base Bid, Alternate #1, and Alternate #2 for an estimate total amount of \$127,734.00 and authorize the County Manager to execute the contract. We also request authorization of a contingency fund for unit price changes not to exceed \$10,000.00

ATTACHMENTS:

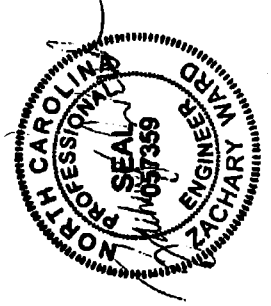
Certified Bid Tabulation from Withers Ravenel
Blacksail Construction, LLC Bid Proposal Documents
Withers Ravenel Base Bid Document
Withers Ravenel Alternate #1 Document
Withers Ravenel Alternate #2 Document

ACTION TAKEN:

BID TABULATION Granville County, NC Trail Repair Project Thursday, February 22, 2024 2:00pm				Engineer's Estimate		H.G. Reynolds Company		RDU Paving, INC	
ITEM #	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Tree Root 6" Patch (4" R59.0C & 2" R59.5C)	334	TN	\$176.00	\$58,784.00	\$320	\$106,880	\$231.50	\$77,321.00
2	Shoulder Rehabilitation	1924	LF	\$6.00	\$11,544.00	\$5	\$9,620	\$12.65	\$24,338.60
3	Asphalt Repair Contingency (3" R59.5C)	30	TN	\$176.00	\$5,280.00	\$250	\$7,500	\$244.00	\$7,320.00
4	Tree Removal	4	EA	\$1,500.00	\$6,000.00	\$5,000	\$20,000	\$1,740.00	\$6,960.00
5	Undercut (Contingency)	50	CY	\$30.00	\$1,500.00	\$70	\$3,500	\$155.50	\$7,775.00
	BASE BID TOTAL			\$83,108.00		\$147,500		\$123,714.60	
1.1	Tree Root 6" Patch (4" R59.0C & 2" R59.5C)	111	TN	\$176.00	\$19,536.00	\$350	\$38,850	\$266.20	\$29,548.20
1.2	Shoulder Rehabilitation	638	LF	\$6.00	\$3,828.00	\$5	\$3,190	\$17.65	\$11,260.70
1.3	Asphalt Repair Contingency (3" R59.5C)	10	TN	\$176.00	\$1,760.00	\$250	\$2,500	\$277.70	\$2,777.00
	BID ALT 1 TOTAL			\$25,124.00		\$44,540		\$43,585.90	
2.1	Standard 3" Patch (One Lift Using R59.5C)	56	TN	\$170.00	\$9,520.00	\$250	\$14,000	\$395.64	\$18,795.84
2.2	Asphalt Repair Contingency (3" R59.5C)	5	TN	\$176.00	\$880.00	\$250	\$1,250	\$354.87	\$1,774.35
	BID ALT 2 TOTAL			\$10,400.00		\$15,250		\$20,570.19	
	TOTAL AMOUNT			\$118,632.00		\$207,290		\$187,870.69	
				Daniels Inc. of Garner		BlackSail Construction		Asphalt Experts Inc.	
ITEM #	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Tree Root 6" Patch (4" R59.0C & 2" R59.5C)	334	TN	\$195	\$65,130	\$225.00	\$75,150	\$275	\$91,850
2	Shoulder Rehabilitation	1924	LF	\$2	\$3,848	\$2.62	\$5,041	\$8	\$15,392
3	Asphalt Repair Contingency (3" R59.5C)	30	TN	\$195	\$5,850	\$180.00	\$5,400	\$300	\$9,000
4	Tree Removal	4	EA	\$3,000	\$12,000	\$1,000.00	\$4,000	\$2,500	\$10,000
5	Undercut (Contingency)	50	CY	\$165	\$8,250	\$30.00	\$1,500	\$150	\$7,500
	BASE BID TOTAL			\$95,078		\$91,091		\$133,742	
1.1	Tree Root 6" Patch (4" R59.0C & 2" R59.5C)	111	TN	\$195	\$21,645	\$166.92	\$18,528	\$275	\$30,525
1.2	Shoulder Rehabilitation	638	LF	\$2	\$1,276	\$2.62	\$1,672	\$10	\$6,380
1.3	Asphalt Repair Contingency (3" R59.5C)	10	TN	\$195	\$1,950	\$180.00	\$1,800	\$300	\$3,000
	BID ALT 1 TOTAL			\$24,871		\$22,000		\$39,905	
2.1	Standard 3" Patch (One Lift Using R59.5C)	56	TN	\$195	\$10,920	\$245.42	\$13,744	\$300	\$16,800
2.2	Asphalt Repair Contingency (3" R59.5C)	5	TN	\$195	\$975	\$180.00	\$900	\$300	\$1,500
	BID ALT 2 TOTAL			\$11,895		\$14,644		\$18,300	
	TOTAL AMOUNT			\$131,844		\$127,734		\$191,947	

I Certify that this is a true record of Bids received and opened February 22, 2024 2:00 pm at Granville Athletic Park Conference Room.

Note: Upon reviewing the Bids, BlackSail Construction did have an error in their calculations (of \$2,009). However, they remain the low Base Bid price, and are recommended for selection of the project.



FORM OF PROPOSAL

Granville County Repair Project / Address

Contract: _____

Bidder: BLACKSAIL CONSTRUCTION

Date: 2/22/24

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 the 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 Granville County Repair Project in full in complete accordance with the plans, specifications and contract documents, to the full and entire satisfaction of Granville County. The Bidder submits this bid 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 sum of:

SINGLE PRIME CONTRACT:

Base Bid: ONE ZW NINETY ONE
NINETY THREE THOUSAND ONE HUNDRED
93,100 ZW Dollars (\$) 93,100 ZW
91,091

General Subcontractor

BLACKSAIL CONSTRUCTION Lic 101064

Plumbing Subcontractor:

_____ Lic _____

Mechanical Subcontractor:

_____ Lic _____

Electrical Subcontractor:

_____ 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.

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 FEBRUARY 22ND 2024

BLACKSAIL CONSTRUCTION

(Name of firm or corporation making bid)

WITNESS:

By: 

Signature

Name: CHRIS PHILLIPS

Print or type

Title: OWNER

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

Address 30 BEDDINGTON LN

CARTHAGE, NC 28327

ATTEST:

By: _____

License No. 101064

Title: _____

Federal I.D. No. 93-3341542

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

Email Address: CHRISTOPHER@BLACKSAIL
CONSTRUCTION.COM

(CORPORATE SEAL)

Addendum received and used in computing bid:

Addendum No. 1 X Addendum No. 3 _____ Addendum No. 5 _____ Addendum No. 6 _____
Addendum No. 2 X Addendum No. 4 _____ Addendum No. 6 _____ Addendum No. 7 _____

Base Bid						
NO.	Item Description	Specification	Quantity	Units	Unit Bid Price	Amount Bid
1	Tree Root 6" Patch (4" 119.0C & 2" S9.5C)	05000, 21000	334	TN	225	77,150 75,150 ZW CR
2	Shoulder Rehabilitation	21000	1924	LF	2.62	5,050 5,041 ZW CR
3	Asphalt Repair Contingency (3" S9.5C)	05000, 21000	30	TN	180	5,400
4	Tree Removal	200	4	EA	1,000	4,000
5	Undercut (Contingency)	505	50	CY	30	1,500
Total Base Bid Price					93,100 91,091 ZW CR	

Bid Alternate 1						
NO.	Item Description	Specification	Quantity	Units	Unit Bid Price	Amount Bid
1.1	Tree Root 6" Patch (4" 119.0C & 2" S9.5C)	05000, 21000	111	TN	166.92	18,528.44
1.2	Shoulder Rehabilitation	21000	638	LF	2.62	1,671.56
1.3	Asphalt Repair Contingency (3" S9.5C)	05000, 21000	10	TN	180	1,800
Total Bid Alternate 1 Price					22,000	

Bid Alternate 2						
NO.	Item Description	Specification	Quantity	Units	Unit Bid Price	Amount Bid
2.1	Standard 3" Patch (One Lift Using S9.5C)	05000, 21000	56	TN	245.42	13,744
2.2	Asphalt Repair Contingency (3" S9.5C)	05000, 21000	5	TN	180	900
Total Bid Alternate 2 Price					14,644	

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 B-- Intent to Perform Contract
with Own Workforce.**

County of GRANVILLE

Affidavit of BLACKSAIL CONSTRUCTION

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

GRANVILLE COUNTY PARK AND GREENWAY REPAIR contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

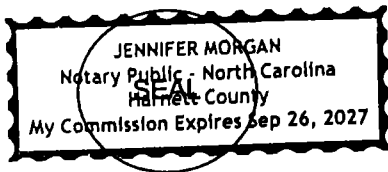
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: 24 FEB 24 Name of Authorized Officer: CHRIS PHILLIPS

Signature: _____

Title: OWNER



State of NC, County of Harbette

Subscribed and sworn to before me this 24 day of FEB 2024

Notary Public _____

My commission expires SEP 26 2027

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 BLACK SAIL CONSTRUCTION CHRIS PHILLIPS
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

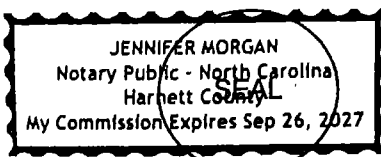
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☒ 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: 24 FEB 24 Name of Authorized Officer: CHRIS PHILLIPS
Signature: _____
Title: OWNER



State of NC, County of Harnett
Subscribed and sworn to before me this 24 day of Feb. 20 24
Notary Public Jenny Morgan
My commission expires SEP 26, 2027



Granville Athletic Park SW Ballfield Loop Base Bid

WithersRavenel

Engineers | Planners | Surveyors

Our People. Your Success.

115 MacKenan Dr | Cary NC, 27511
t: 919.469.3340
license #: F-1479
www.withersravenel.com

0

75

150

300

Feet

1 inch = 150 feet

Legend

Condition

6" Tree Root Patch

Granville Greenway

Parcel



Granville Athletic Park
SE Ballfield Loop
Bid Alt 1



WithersRavenel
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0

30

60

120

Feet

1 inch = 60 feet

JONESLAND RD

BELLTOWN RD

Legend

Condition



6" Tree Root Patch



Granville Greenway



Parcel



Granville Athletic Park
SE Ballfield Loop
Bid Alt 2



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license #: F-1479
www.withersravenel.com

0

30

60

120

Feet

1 inch = 60 feet

Legend

Condition

3" Patch

Granville Greenway

Parcel



Granville County Administration

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: March 18, 2024
Title: Agricultural Advisory Board

PURPOSE:

To make appointments/reappointments to the Agricultural Advisory Board.

BACKGROUND:

The function of the Agricultural Advisory Board shall be to promote agricultural values and the general welfare of the county and more specifically, increase identity and pride in the agricultural community and its way of life; encourage the economic and financial health of agriculture, horticulture and forestry; and increase protection from non-farm development and other negative impacts on properly managed farms.

The terms of Jimmy Crews (District 2) and Steve Hicks (District 4) expired in February. Mr. Crews is eligible for reappointment. Mr. Hicks does not seek reappointment.

Others serving:	Sandy Gabel	District 1
	Vacant	District 2
	Randy Guthrie	District 3
	Vacant	District 4
	Robert Lawrence	District 5
	Shelby McStoots	District 6
	William Lyons	District 7

RECOMMENDATION:

The Agricultural Advisory Committee recommends the reappointment of Jimmy Crews (District 2) and the appointment of Harold Overby to the District 4 seat.

ACTION TAKEN:



Granville County Administration

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: March 18, 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: March 18, 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: March 18, 2024
Title: **Presentations by County Board Members**

PURPOSE:

Board members will make comments, give reports, and make announcements.

- Commissioner Jimmy Gooch
- Commissioner Zelodis Jay
- Commissioner Rob Williford
- Commissioner Sue Hinman
- Commissioner Tony W. Cozart
- Commissioner Russ May
- 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: March 18, 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: March 18, 2024
Title: Closed Session - G.S. 143-318.11(a)(3) - Attorney-Client Matter

PURPOSE:

To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.

ACTION TAKEN:



Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: March 18, 2024
Title: Closed Session as allowed by G. S. 143-318.11(a)(6) - Personnel

BACKGROUND:

To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.

ACTION TAKEN: