Agenda

Granville County Board of Commissioners

March 15, 2021

AGENDA

GRANVILLE COUNTY BOARD OF COMMISSIONERS

Monday, March 15, 2021

Call to order @ 7:00 p.m. ..... Chair Sue Hinman
Invocation and Pledge of Allegiance ..... Commissioner Tony W. Cozart

Consent Agenda

1. Contingency Summary (p. 3)
2. Budget Amendment #6 (p. 5)
3. Minutes (p.9)
4. Tax Refunds, Releases And Write-offs (p. 42)
5. Resolution to Adopt Granville County Branding Colors (p. 43)
6. Proclamation Designating March as Social Work Month 2021 (p. 45)
7. Proclamation Designating the Month of April 2021 as North Carolina 811 Safe Digging Monthv (p. 47)

Public Comments

8. Public Comments (p. 49)

Tax Matters

9. Granville County Assessor and Tax Collector Appointment and Oath of Office (p. 50)

Board of Elections Matters

10. Upgrade of Voting Equipment (p. 52)

Planning Matters

11. Open Broadband Tower Agreement for Wilton Tower (p. 71)

Construction Projects

12. Roofing Replacement for 208 Wall Street (p. 111)

Solid Waste Matters

13. NC Highway 56 Convenience Site Road (p. 114)

Surplus Property

14. Surplus Vehicles (p 119)

Appointments

15. Orange Street Community Center (p. 120)

16. Veterans Affairs Committee (p. 121)

17. Animal Control Advisory Committee (p. 122)

18. Creedmoor Planning Board - Extraterritorial Member (p. 123)

19. Oxford Zoning Board of Adjustment (p. 124)

20. Granville County Fire Department Needs Subcommittee (p. 125)

21. Granville County ABC Board (p. 127)

22. South Granville Memorial Gardens Board of Trustees (p. 128)

23. County Commissioner Advisory Board to Cardinal Innovations Healthcare (p. 129)

County Manager's Report

24. Granville Athletic Park Buffalo Turbine Blower (p. 135)

25. Veterans Service Office and Personnel (p. 137)

26. Granville Employee NCDOT Spring Litter Sweep (p. 140)

County Attorney's Report

27. County Attorney's Report (p. 141)

Presentations by County Board Members

28. Presentations by County Board Members (p. 142)

Any Other Matters

29. Any Other Matters (p. 143)

Closed Session

31. Closed Session as allowed by G.S. 143-318.11(a)(5)- Property Acquisition (p. 144)

30. Closed Session as Allowed by G.S. 143-318.11(a)(3) - Attorney-Client Matter (p. 145)

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

To: Board of Commissioners
From: Steve McNally
Department: Finance
Date: January 28, 2021

Title: **Contingency Summary**

RECOMMENDATION:
Approve Contingency Summary

ATTACHMENTS:
Contingency Summary

ACTION TAKEN:

Summary of Contingency and Use of Fund Balance

Contingency Summary
For FY 2020-2021 Budget
March 15, 2021

Use of Contingency Summary - General Fund

General Contingency (10-9910-991):

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

Environmental Disaster Contingency (10-9910-993):

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

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

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

Use of Fund Balance Summary - General Fund*

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

Granville County
Finance

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

To: Board of Commissioners
From: Steve McNally
Department: Finance
Date: March 5, 2021

Title: **Budget Amendment #6**

RECOMMENDATION:
Approve Budget Amendment #6

ATTACHMENTS:
Budget Amendment #6

ACTION TAKEN:

Budget Amendment #6
03/15/2021

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

GENERAL FUND

Expenditures:Increase/(Decrease)		
Public Safety		
911 Operations	38,100	
Community Services		
4-H Best	203	
Construction Administration &	30,000	
Construction Projects	(30,000)	
Human Services		
Social Services	37,384	
Senior Center - South	15,000	
Education		
Granville County School System	6,115,673	
Vance Granville CC	3,594	
Area Projects and Other Appropriations		
Non-Departmental	237,500	
Contributions to Other Funds		
Contingencies	(600)	
Total Expenditures		6,446,854
Revenues: Increase/(Decrease)		
Restricted and Intergovernmental	287,587	
Debt Proceeds	6,060,000	
Appropriated Fund Balance	99,267	
Total Revenues		6,446,854

LANDFILL

Expenditures:Increase/(Decrease)		
Landfill Operations	380,000	
Total Expenditures		380,000
Revenues: Increase/(Decrease)		
Appropriated Fund Balance	380,000	
Total Revenues		380,000

Budget Amendment #6

(For reference only)					**Balance**
General Fund/Vance Granville Community College					
Expenditures: Increase/ (Decrease)					
10-	5921	697	Main Campus Expenses	$3,594	$383,233
Revenues: Increase/(Decrease)					
10-	3990	991	Appropriated Fund Balance	$3,594	$5,667,990

Description : adjust VGCC operating budget to match the 75%/25% funding ratio for additioanl custodial position.

General Fund/Social Services
Expenditures: Increase/ (Decrease)

10-	5300	623	Duke Energy Progress	$342	$5,650
10-	5300	493	IVD Incentives	$38,209	$126,209
10-	5300	624	Wake Electric Round Up	$1,925	$4,925
10-	5300	623	Duke Energy Progress	$428	$6,077
10-	5300	624	Wake Electric Round Up	($1,081)	$3,844
10-	5300	635	Family Reunification	($1,500)	$13,263
10-	5300	622	Crisis Intervention Program	($461)	$207,589
10-	5300	650	LIEAP	($478)	$207,572
Revenues: Increase/(Decrease)					
10-	3538	332	Public Assistance	($825)	$560,601
10-	3538	341	CSE - Child Support Assistance	$38,209	$55,709

Description: To update funding for energy public assistance. (BA #8 and BA #10.) BA #9 - Increase IVD incentive funding.

General Fund/Senior Services
Expenditures: Increase/ (Decrease)

10-	5870	412	Building Rent	$15,000	$21,000
Revenues: Increase/(Decrease)					
10-	3990	991	Appropriated Fund Balance	$15,000	$5,682,990

Description: to fund additional rent payments to South Granville Country Club for temporary location of the Senior Center - South facility.

General Fund/Construction Administration
Expenditures: Increase/ (Decrease)

10-	4251	222		($30,000)	$11,300
10-	4250	599		$30,000	$30,000

Description: fund design service agreement with Stephen Baxter Architect for the rennovation of office space to be used as a DSS satellite office, as approved by the Granville County BOCC on February 1, 2021.

General Fund/4-H Best
Expenditures: Increase/ (Decrease)

10-	5831	260	Supplies	$203	$1,288
Revenues: Increase/(Decrease)					
10-	3833	334	4-H Best Revenue	$203	$5,683,193

Description: to reflect revision to JCPC funding.

General Fund/E-911
Expenditures: Increase/ (Decrease)

10-	4390	352	Repairs & Maint. - Equip	$25,000	$146,640
10-	4390	321	Telephone	$600	$4,000
10-	4390	122	Overtime	$12,500	$112,500
10-	9910	991	General Contingency	($600)	$960
10-	8540	113	Performance Based Adjustment	($12,500)	$306,861
Revenues: Increase/(Decrease)					
10-	3990	991	Appropriated Fund Balance	$25,000	$5,707,990

Description : to fund maintenance contract for Motorola Solutions radio equipment, as requested by County Manager. Also, to fund anticipated shortfalls for telephone expense and overtime in the E-911 department.

General Fund/Schools					
Expenditures: Increase/ (Decrease)					
10-	5911	730	Refunding Bond Payment - Principal	$5,865,000	$5,865,000
10-	5911	720	Interest	$130,673	$1,785,282
10-	5911	755	Bond Issuance Costs	$120,000	$120,000
Revenues: Increase/(Decrease)					
10-	3910	911	Bond Proceeds	$6,060,000	$6,060,000
10-	3990	991	Appropriated Fund Balance	$55,673	$5,763,663

Description : Receipt of bond proceeds from the refinancing of the Series 2010 A RZEBD bond, as well as payment of the original bond and closing costs

General Fund/Non - Departmental					
Expenditures: Increase/ (Decrease)					
10-	8540	801	Economic Incentive Expense	$250,000	$650,000
Revenues: Increase/(Decrease)					
10-	3327	360	Building Reuse Grant	$250,000	$6,013,663

Description : To fund receipt and disbursement of Building Reuse Grant for Altec Industries.

Landfill Fund					
Expenditures: Increase/ (Decrease)					
60-	4725	198	Landfill Cell Study	$380,000	$380,000
Revenues: Increase/(Decrease)					
60-	3991	991	Appropriated Fund Balance	$380,000	$646,000

Description : to fund engineering and design services for new landfill cell construction as approved by the Granville County BOCC on December 7, 2020.

Granville County

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

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

Title: **Minutes**

PURPOSE:
To approve minutes of the January 4, 2021 and January 19, 2021 Regular Meetings and the February 10, 2021 Special Meeting.

RECOMMENDATION:
Approval

ATTACHMENTS:
January 4, 2021 Regular Meeting
January 19, 2021 Regular Meeting
February 10, 2021 Special Meeting

ACTION TAKEN:

OXFORD, NORTH CAROLINA
January 4, 2021

The Members of the Honorable Board of Commissioners of Granville County, North Carolina met in a regular meeting on Monday, January 4, 2021 at 7:00 p.m. via Zoom conference call in order to adhere to the COVID-19 restrictions.

Present via Zoom were:

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

MEETING CALLED TO ORDER

At 7:00 p.m., Chair Sue Hinman called the meeting to order.

ROLL CALL

Chair Hinman then recognized Deputy Clerk to the Board, Patrice D. Wilkerson, for a roll call.

INVOCATION AND PLEDGE OF ALLEGIANCE

Commissioner Gooch gave the invocation and led the Pledge of Allegiance.

CONSENT AGENDA APPROVED

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

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

General Contingency Balance	$ 1,560
School Bond D/S Contingency	$ 100,000
Environmental Disaster Contingency	$ 10,000
General Fund Appropriated Fund Balance	$ 5,554,396

(B) Approved Grant Project Ordinance – Coronavirus Relief Fund Project – Amendment #2:

Grant Project Ordinance
COVID-19 (Coronavirus Relief Fund) Project
Budget Amendment # 2 (during Fiscal Year 2020-2021)
(Budget Amendment # 2 for grant project ordinance)

Be it ordained, the Coronavirus Relief Fund Project Budget Ordinance is hereby amended as follows:

Revenues: Increase / (Decrease)		
CRF (Covid 19 Relief Fund)	$ 400	
Total Revenues		$ 400
Expenses: Increase/ (Decrease)		
Granville Co. Medical, Public Health. . .	$ 400	

Total Expenses		$ 400

(For Reference Only)

			Balance
Revenue Increase/ (Decrease)			
30-3328-261	Covid -19 Relief Fund – Interest	400	400
Expenditure Increase/(Decrease)			
30-8580-150	Covid-19 Relief Fund	$3,936	58,936
30-9810-010	COVID 19 Relief Fund – Payroll Transfer to General Fund	$(3,536)	436,464

Description: To transfer remaining funds designated to fund COVID 19 public safety payroll expenditures to County general COVID-19 expenditures, as well as recognize receipt of interest applicable to the Coronvirus Relief Fund grant.

RESTATEMENT OF BUDGET LEVELS

Grant Project Ordinance
COVID-19 Relief Fund Project
(For County Auditors Reference)

Expenditures		Revenues	
Town of Butner	$ 216,898	COVID-19 Relief Fund	$1,173,475
City of Creedmoor	125,939	Transfer from General Fund	1,233,427
City of Oxford	229,530		
Town of Stem	17,706		
Town of Stovall	11,552		
Gran-Vance Public Health	674,877		
Granville Health Systems	635,000		
Granville Co. Medical, Public Health, Payroll and Facilitative	495,400		
Total Expenditures	$ 2,406,902	Total Revenues	$2,406,902

(C) Approved the following *Resolution Approving Financing Terms and Documents for Tar River Elementary Refinancing:*

Resolution Approving Financing Terms and Documents
For Tar River Elementary Refinancing

WHEREAS –

Granville County has previously determined to carry out a plan (the "Project") to refinance a portion of the County's 2010 financing that helped pay for the construction of Tar River Elementary School (the "School"). The County has also determined to finance Project costs through an installment financing, as authorized under Section 160A-20 of the General Statutes.

The County has solicited competitive proposals from banks and other financial institutions to provide the desired financing, and TD Bank, N.A. (the "Lender") has submitted the best proposal.

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

This resolution provides the Board's final approval of the financing terms and documents for the Project.

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

1. ***Determination To Proceed with Financing*** – The County confirms its plans to undertake the Project. The County will carry out the Project with financing from the Lender substantially in accordance with a financing proposal dated December 1, 2020.

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

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

The Agreements in final form, however, must be consistent with the financing plan described in this resolution and must provide (a) for the amount financed by the County not to exceed $6,070,000 (b) for an annual interest rate not to exceed 1.32% (in the absence of default, or a change in tax status), and (c) for a financing term not to extend beyond September 1, 2030, which is the final payment date for the financing that is being refinanced.

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

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

Without limiting the generality of the foregoing, the Board specifically authorizes the Finance Officer to approve changes to any documents previously signed by County officers or employees, provided that the changes do not conflict with this resolution or substantially alter the intent from that expressed in the form originally signed. The Finance Officer's authorization of the release of any document for delivery will constitute conclusive evidence of that officer's approval of any changes.

In addition, the Board authorizes the Finance Officer to take all appropriate steps for the efficient and convenient carrying out of the County's on-going responsibilities with respect to the financing of the Project. This authorization includes, without limitation, contracting with third parties for reports and calculations that may be required under this resolution or otherwise with respect to the Agreements.

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

5. ***Miscellaneous Provisions*** -- The Board authorizes all County officers and employees to take all further action as they may consider necessary or desirable in furtherance of the purposes of this resolution. The Board ratifies all prior actions of County officers and employees to this end. Upon the absence, unavailability or refusal to act of the County Manager, the Chairman or the Finance Officer, any other of those officers may assume any responsibility or carry out any function assigned in this resolution. The Board authorizes the Clerk to apply the County's seal, and to attest to the seal, on any document related to the purposes of this resolution. In addition, the Vice Chairman or any Deputy or Assistant Clerk to the Board may in any event assume any responsibility or carry out any function assigned to the Chairman or the Clerk, respectively, in this resolution. All other Board proceedings, or parts thereof, in conflict with this resolution are repealed, to the extent of the conflict. This resolution takes effect immediately.

Exhibit A -- Draft Agreements

(a) A draft dated December 23, 2020, of a Supplemental Installment Financing Contract to be dated on or about January 1, 2021 (the "Financing Contract"), between the County and Granville County Public Facilities Company, Inc. (the "Company"). The Financing Contract provides for the advance of funds to the County for the County's use on the Project, sets out the

County's repayment obligation, and sets out the County's obligations regarding care for the collateral and other matters.

(b) A draft dated December 23, 2020, of a Deed of Trust Supplement to be dated on or about January 1, 2021 from the County to a deed of trust trustee for the Company's benefit. The Deed of Trust provides for a security interest in the School and its associated real property to the Company to secure the County's repayment obligation.

(c) A draft dated December 23, 2020, of a Supplemental Trust Agreement to be dated on or about January 1, 2021 between the Company and U.S. Bank National Association, as Trustee. This agreement provides for the issuance to the Lender, in exchange for the funds to the used for the Project, of a "limited obligation bond" that provides for the Lender to have payment and security rights equal to the rights of those who provided other 2010 financing for the School. The County is not directly a party to this Agreement, but this Agreement imposes obligations on the County that the County accepts pursuant to the Supplemental Financing Contract.

The Company will assign substantially all of its rights under the Supplemental Financing Contract and the Deed of Trust Supplement to the Trustee to secure the rights of the Lender.

(D) Approved the following Appointment of Members to Boards, Committees, and Liaison Assignments:

Proposed Boards/Committees/Liaison Assignments
2021

District 1 – Commissioner Zelodis Jay

- Board of Equalization and Review
- Digital Infrastructure Planning Committee
- District Health Board
- Emergency Services Committee
- Environmental Affairs Advisory Committee Liaison
- Granville County 275th Anniversary Planning Committee
- Granville Health System Board of Trustees
- K.A.R.T.S.
- Kerr-Tar Regional COG Board
- Planning Board Liaison
- Solid Waste Liaison
- Water/Sewer Matters Liaison

District 2 – Commissioner David Smith

- Audit Review Committee
- Board of Equalization and Review
- Emergency Services Committee
- Finance Liaison
- Granville County 275th Anniversary Planning Committee
- Granville Health System Board of Trustees
- Human Relations Commission
- Kerr-Tar Regional COG Board
- Oxford Downtown EDC Board
- Senior Center Advisory Committee Liaison
- Triangle North Board

District 3 – Sue Hinman

- Animal Control Advisory Committee Liaison
- Board of Equalization and Review
- DOT Issues
- Franklin-Vance-Warren Opportunity Inc.
- Library Board Liaison
- Parks, Greenways and Recreation Advisory Committee
- Social Services Board
- Staff Appreciation
- Chair, Granville County 275th Anniversary Planning Committee

District 4 – Commissioner Tony Cozart

- Board of Equalization and Review
- Franklin-Vance-Warren Opportunity Inc.
- Granville Health System Board of Trustees
- Human Relations Commission
- Public Safety Liaison

- School Administration Liaison
- Social Services Board
- Staff Appreciation

District 5 – Russ May

- Board of Equalization and Review
- CAMPO – Executive Board
- Juvenile Crime Prevention Council
- Opioid Advisory Committee
- Planning Board Liaison
- Public Safety Liaison
- KTRPO - Transportation Advisory Committee (TAC)
- Rural Transportation Advisory Committee (RTAC) – (RPO)
- School Administration Liaison
- Upper Neuse River Basin Committee
- Veterans Affairs Committee Liaison

District 6 – Commissioner Tim Karan

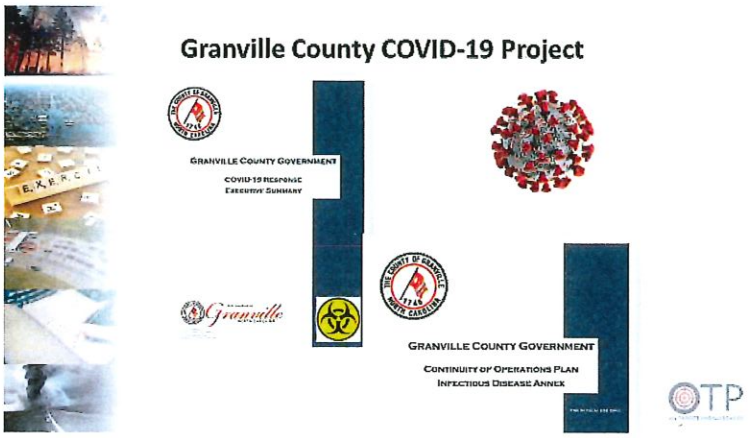
- Board of Equalization and Review
- Digital Infrastructure Planning Committee
- Economic Development Advisory Board
- Emergency Services Committee
- Extension Leadership Advisory Council
- Granville Health System Board of Trustees
- Greenway Advisory Council
- Opioid Advisory Committee
- Parks, Greenways and Recreation Advisory Committee
- Private Industry Council
- SGWASA

District 7 – Commissioner Jimmy Gooch

- Audit Review Committee
- Board of Equalization and Review
- CAMPO Executive Board, Alternate
- Granville Health System Board of Trustees, Ex-Officio
- Opioid Advisory Committee
- SGWASA
- Soil & Water Board Liaison
- Solid Waste Liaison
- Transportation Plan Work Group
- Water/Sewer Matters Liaison

COUNTY COVID-19 RESPONSE PRESENTATION

Doug Logan and David Hesselmeyer, with On Target Preparedness, provided the Board with a presentation on the County's COVID-19 response and the development of an infectious disease program for the County's continuity of operations. Mr. Logan spoke from the following PowerPoint:





Background



- December, 2019 - Initial reports of a pneumonia-like illness in Wuhan, China
- January, 2020
  - First reported case of human-to-human transmission of the disease
  - First reported case in the United States
  - Global Health Emergency Declared by World Health Organization (WHO)
- February, 2020 – US Declared a "Public Health Emergency"
- April, 2020
  - North Carolina declared a "State of Emergency"
  - Granville County Declared a "State of Emergency"
- March, 2020 – COVID-19 declared a "Pandemic" by the WHO





Background

- March, 2020
  - Granville County Administration implements protective measures for Staff
  - Coordinates with lead agency – Granville-Vance Public Health
  - Emergency Services Dept. coordinates PPE procurement and distribution
    - Face Masks
    - Gowns
    - Hand Sanitizer



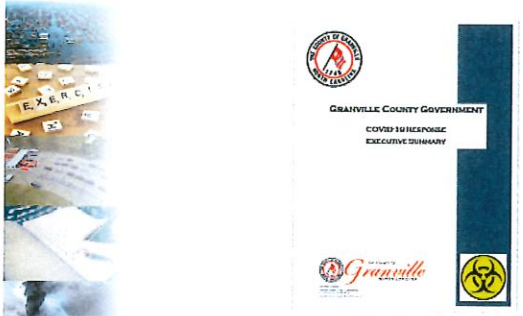


Project Synopsis/Methodology

- Document County response efforts in an Executive Summary
  - Survey each County Department
    - Meet with Department Head
    - Visit facilities
- Create a COVID-19/Infectious Disease Annex for County COOP
  - Based on recommendations from health authorities
  - Based on best practices
  - Provide guidance for future events



Executive Summary



Executive Summary

- Began project in August, 2020 and concluded in December, 2020
  - Visited each department/facility
  - Department Heads completed a survey
  - Protective measures photographed and information documented



Project Discoveries



- Granville County Departments took effective actions early
  - Limited "Open to Public" for certain offices
  - Appointment-only customer policies
  - Virtual Meetings
  - Increased online services availability
  - Installed barriers/shields at customer portals
  - Required face coverings and social distancing
  - Added greater separation of workspaces when possible
  - Leased additional office space for additional separation of workspace
  - Distributed PPE to employees at no cost
  - Increased frequency of cleaning/sanitizing
  - Employee/customer screening for COVID-19 symptoms
  - Flexibility in staff scheduling and work from home policies





Recommendations

- Administrative Communications Strategy
- PPE Cache
- Work From Home Policy
- Expand Internet and Equipment Capabilities
- Implement Secure VPN Connections
- Digitize Essential Documents
- Public Information Campaign
- Facility Modifications
- Response Plan/COOP Annex

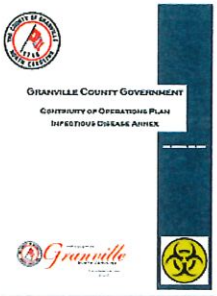




GRANVILLE COUNTY GOVERNMENT
CONTINUITY OF OPERATIONS PLAN
INFECTIOUS DISEASE ANNEX



Infectious Disease Annex





Infectious Disease Annex

Provide guidance to ensure Continuity of Operations

- Addresses:
  - Warning/Communications
  - Response Triggers
  - Staffing Policies
  - Facilities
  - Employee Isolation Protocols
  - Cleaning/Sanitation Protocols



Conclusions

★ **Granville County Administration and Departments are to be commended!!**

- ✓ Quick and definitive actions were taken
- ✓ Adapted as new information and Executive Orders were issued
- ✓ In most cases, services were not compromised or only slightly disrupted



OTP

Conclusions

Departments were given:

- ➢ **Guidance**
- ➢ **Autonomy**
- ➢ **Support**



OTP

Conclusions

Some departments required more protective actions than others.

- All took some actions.
- Small Departments did not require significant modifications.
- Some could not be closed at all and adapted well.
  - Sheriff's Office/Jail
  - 9-1-1
  - Social Services
  - Register of Deeds
- Most were able to modify schedules without compromise to services.



OTP

ANIMAL CONTROL PRESENTATION

Matt Katz, Animal Management Director, gave the Board an update on the operations for calendar year 2020. He said they are celebrating the year with a 6% euthanasia rate, which means 94% of all the animals they took in were left alive. He noted that this was a huge accomplishment. He said that COVID helped out a little bit because it slowed things down. He noted that the staff has worked tirelessly to come up with solutions for producing intake and euthanasia. He also talked about the new facility. He thanked the Board for supporting them and allowing them to do their job so well.

BOARD APPROVED LOCAL INCENTIVE PACKAGE FOR THE BUILDING REUSE GRANT MATCH AND RESOLUTION

Chair Hinman stated that the purpose of this public hearing is to receive the views of the public on aiding and encouraging the location or expansion of industrial facilities in Granville County. She then recognized Harry Mills, Director of Economic Development, for a brief overview.

Mr. Mills stated that Project PRM is an expansion of a manufacturing facility in Granville County. He noted that the company will invest approximately $850,000 and employ 10 new employees. He said that the company name for PRM is Product Recovery Management which is located in Butner, North Carolina. He stated that Product Recovery Management has received a $35,000 Building Reuse Grant that they applied for from Commerce. He noted that the grant does requires a 5% match for an incentive package, totaling $1,750. Mr. Mills stated that he is requesting approval of the total $1,750 local incentive package for the Building Reuse Grant match and the associated resolution.

Chair Hinman opened the public hearing.

County Manager Felts stated that they did not receive any public comments, nor did we have anyone registered to speak.

Chair Hinman then closed the public hearing.

Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner Tony W. Cozart, and unanimously carried, the Board approved the $1,750 local incentive package for the Building Reuse Grant match and the associated resolution.

AUTHORIZING RESOLUTION BY GOVERNING BODY OF THE APPLICANT
North Carolina Department of Commerce Building Reuse Program

WHEREAS, in June 2004, the North Carolina General Assembly passed House Bill 1352, authorizing funds to stimulate economic development and job creation in distressed areas through constructing critical water and wastewater facilities, addressing technology needs, renovation of vacant buildings, and implementation of research and demonstration projects; and,

WHEREAS, in July 2007, the General Assembly passed House Bill 1473 to expand the Economic Infrastructure Fund and to provide funding to facilitate economic transitions in rural communities; and,

WHEREAS, The North Carolina Department of Commerce's Rural Economic Development Division's Building Reuse Program was created to spur economic activity and job creation by assisting in the productive use of buildings in rural areas; and,

WHEREAS, the County of Granville is engaged in activities to assist in the productive use of buildings, specifically the renovation of the building for PRM (Product Recovery Management) Industries located at 200 20th Street, Butner, NC 27509, that will increase the number of jobs in the area; and,

WHEREAS, the County of Granville requested grant assistance from the North Carolina Department of Commerce's Rural Economic Development Division's Building Reuse Program;

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNTY COMMISSIONERS OF THE COUNTY OF GRANVILLE:

That the County of Granville will provide 5% match of the $35,000 grant award for the project,

That the County of Granville will provide for efficient administration, implementation, and operation/maintenance of the grant.

That the County Manager is hereby authorized and directed to furnish such information as the North Carolina Department of Commerce may request in connection with the grant application and project; to make assurances as contained above; and to execute such other documents as may be required in connection with the application and grant.

That the County of Granville has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to the grants pertaining thereto.

BOARD APPOINTED BLAINE HOLMES (DISTRICT 5) AND JACOB ROGERS (DISTRICT 6) TO THE GRANVILLE COUNTY BOARD OF ADJUSTMENT

Upon a motion by Commissioner Russ May, seconded by Commissioner Timothy Karan, and unanimously carried, the Board appointed Blaine Holmes (District 5) to the Granville County Board of Adjustment.

Upon a motion by Commissioner Timothy Karan, seconded by Commissioner David T. Smith, and unanimously carried, the Board appointed Jacob Rogers (District 6) to the Granville County Board of Adjustment.

BOARD APPOINTED JASON JENKINS (DISTRICT 5) TO THE NURSING HOME COMMUNITY ADVISORY COMMITTEE

Upon a motion by Commissioner Russ May, seconded by Commissioner Tony W. Cozart, and unanimously carried, the Board appointed Jason Jenkins (District 5) to the Nursing Home Community Advisory Committee.

BOARD REAPPOINTED STEVE TIMBERLAKE (DISTRICT 2), DAVID HINTON, EX-OFFICIO (DISTRICT 2), JOE OSTBY (DISTRICT 3), MARSHALL FLOYD (DISTRICT 4), TONY SANTANGELO (DISTRICT 6), JUDY CHEEK (DISTRICT 7), AND APPOINTED CHAD MCHENRY (DISTRICT 5) TO THE GRANVILLE COUNTY CITIZENS ADVISORY COMMITTEE FOR ENVIROMENTAL AFFAIRS

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Russ May, and unanimously carried, the Board reappointed Steve Timberlake (District 2) and David Hinton, Ex-Officio (District 2) to the Granville County Citizens Advisory Committee for Environmental Affairs.

Upon a motion by Chair Sue Hinman, seconded by Commissioner David T. Smith, and unanimously carried, the Board reappointed Joe Ostby (District 3) to the Granville County Citizens Advisory Committee for Environmental Affairs.

Upon a motion by Commissioner Tony W. Cozart, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board appointed Marshall Floyd (District 4) to the Granville County Citizens Advisory Committee for Environmental Affairs.

Upon a motion by Commissioner Timothy Karan, seconded by Commissioner Russ May, and unanimously carried, the Board reappointed Tony Santangelo (District 6) to the Granville County Advisory Committee for Environmental Affairs.

Upon a motion by Commissioner Jimmy Gooch, seconded by Commissioner Tony W. Cozart, and unanimously carried, the Board reappointed Judy Cheek (District 7) to the Granville County Advisory Committee for Environmental Affairs.

Upon a motion by Commissioner Russ May, seconded by Commissioner Jimmy Gooch, and unanimously carried, the Board appointed Chad McHenry (District 5) to the Granville County Advisory Committee for Environmental Affairs.

BOARD APPROVED REPEALING THE GRANVILLE COUNTY PERSONNEL ORDINANCE ADOPTED OCTOBER 21, 1996 AS AMENDED (THE "PERSONNEL ORDINANCE") EFFECTIVE 12:00AM ON JANUARY 16, 2021

County Manager Felts said the purpose is to consider repealing the existing Granville County Personnel Ordinance to coincide with adoption of a new Granville County Personnel Policy with an effective date of January 16, 2021. The Management and Personnel Services Group Inc. (the "MAPS Group") recently completed the comprehensive Classification and Pay Study contracted by the County in 2019. In conjunction with that Study, the County worked with the MAPS Group to update and modernize its personnel policies. The recommendation to repeal the current County Ordinance and replace it with a County Policy is a result of that work.

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Tony W. Cozart, and unanimously carried, the Board approved repealing the Granville County Personnel Ordinance

adopted October 21, 1996 as amended (the "Personnel Ordinance") effective 12:00 a.m. on January 16, 2021.

BOARD APPROVED RESOLUTION TO ADOPT GRANVILLE COUNTY PERSONNEL POLICY

Assistant County Manager Weichel said the purpose is to consider a Resolution to Adopt the Granville County Personnel Policy with an effective date of January 16, 2021. A draft copy of the MAPS Group recommended policy was previously provided to the Board in the three-ring binder distributed after the November 16, 2020 meeting. County Administration reviewed the MAPS Group draft policy to (1) Conduct a comparison and ensure the new policy is in harmony with established elements of the existing Personnel Ordinance; (2) Insert additional modifications based on current practices or other County needs; and (3) Include previously adopted existing free-standing policies into one document for easier reference by employees.

Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner Tony W. Cozart, and unanimously carried, the Board approved the following *Resolution to Adopt the Granville County Personnel Policy.*

RESOLUTION TO ADOPT THE GRANVILLE COUNTY PERSONNEL POLICY

WHEREAS, Granville County (the "County") contracted with the Management and Personnel Services Group, Inc. (the "MAPS Group") to perform a comprehensive Classification and Pay Study;

WHEREAS, in conjunction with the comprehensive Classification and Pay Study the County worked with the MAPS Group to update and modernize its personnel policies;

WHEREAS, the Board of Commissioners has repealed the Granville County Personnel Ordinance adopted October 21, 1996 as amended with an effective date of January 16, 2021; and

WHEREAS, the County Manager recommends that the Board of Commissioners adopt the Granville County Personnel Policy as presented during the January 4, 2021 Regular Meeting with an effective date of January 16, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE GRANVILLE COUNTY BOARD OF COMMISSIONERS AS FOLLOWS THAT THE PERSONNEL POLICY IS HEREBY ADOPTED EFFECTIVE 12:00 A.M. ON JANUARY 16, 2021.

BOARD AUTHORIZED COUNTY STAFF TO NEGOTIATE A LEASE FOR 9,600 SQUARE FEET IN THE DUTCH VILLAGE COMMERCIAL AREA TO PROVIDE A SATELLITE SPACE FOR GRANVILLE COUNTY SOCIAL SERVICES

County Manager Felts stated that the purpose is to obtain direction form the Granville County Board of Commissioners on the possible location for a Granville County Social Services Satellite Office. He said they have been working diligently trying to find some additional space for Social Services in the southern part of the County. In March 2020, due to the pandemic, the County secured temporary space to allow for better social distancing with our DSS (Department of Social Services) staff. This lease is set to expire on January 15, 2021 and in a separate agenda item in tonight's meeting the County Manager will be requesting approval to amend the existing agreement until additional office

space can be developed. County staff has identified Suite 6A (3,600 square feet) and the adjacent area 6B (6,000 square feet) as a possible location to provide 20-30 Social Services offices along with the needed reception area, restrooms, small and large conference rooms, and office work areas.

Upon a motion by Commissioner Jimmy Gooch, seconded by Commissioner Tony W. Cozart, and unanimously carried, the Board authorized the County staff to negotiate a lease for 9,600 square feet in the Dutch Village commercial area to provide a satellite space for Granville County Social Services.

BOARD AUTHORIZED COUNTY MANAGER TO EXECUTE AN AMENDMENT TO THE EXISTING LEASE WITH CENTRAL CHILDREN'S HOME FOR THE USE OF TEMPORARY SPACE FOR AN ADDITIONAL 3-6 MONTHS AT THE CURRENT LEASE RATE OF $5,000.00 PER MONTH

County Manager Felts stated that the purpose is to obtain approval to extend the lease agreement for Temporary DSS (Department of Social Services) Facility for 3-6 months. He said they were able to secure a 6-month lease with the option to extend the lease through January 15, 2021. Funding through January 15, 2021 is included in the existing budget. The additional 3-6 months funding will be found within the existing budget or will require an appropriate of fund balance.

Upon a motion by Commissioner Tony W. Cozart, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board approved authorizing the County Manager to execute an amendment to the existing lease with Central Children's Home for the use of temporary space for an additional 3-6 months at the current lease rate of $5,000.00 per month.

BOARD APPOINTED CHAIR HINMAN TO SERVE AS VOTING DELEGATE FOR THE 2021 NCACC LEGISLATIVE GOALS AND VICE CHAIR COZART AS AN ALTERNATE

County Manager Felts stated that the NCACC Legislative Goals Conference is January 13-15, 2021. He said the Board needs to appoint a voting delegate for the 2021 NCACC Legislative Goals Conference and recommended appointing an alternate delegate.

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board appointed Chair Hinman to serve as the voting delegate and Vice Chair Cozart to serve as an alternate.

COUNTY ATTORNEY'S REPORT

County Attorney Wrenn gave the Board an update on the progress of the Stovall Senior Center. He said the County has two tracks of property under contract in Stovall. Due to ongoing site assessments, Attorney Wrenn asked that those contracts be extended for another 6 months. He noted that the agreement is to put another $5,000 in earnest money down on the contact that would be applied to the purchase price at closing. He stated he would talk to Mr. Williford and Mr. Frazier about

applying the same formula going forward for this next 6 months. He said we anticipate being able to move forward within that time frame, but need additional time for due diligence purposes.

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board approved to extend the Stovall Senior Center contract for another 6 months for due diligence.

BOARD PRESENTATIONS

Commissioner Smith stated that the Senior Center was still able to have their Christmas drive through. He thanked the Senior Center for thinking outside the box and keeping the seniors engaged.

Commissioner Cozart talked about the Martin Luther King, Jr. Virtual Program. He thanked Lynn Allred on her work on this project. He stated that they look forward to the essay contest readings.

Commissioner May congratulated Vancle McHenry, who had the honor today of representing his family and Granville County at the swearing in of Lieutenant Governor Mark Robinson. He said he is a nine year old 3rd grader who had the honor of getting a private invite to the swearing in ceremony. He also mentioned that he was glad to see services moving south. He thanked the Board for working with him.

Commissioner Karan wished everyone a Happy New Year.

Commissioner Gooch wished everyone a Happy New Year. He said a lot of the projects that we are voting on now have been worked on for years. He said he is happy to see us move forward. He also mentioned that he is very thankful for the work that Edgar Smoak put in with the Board.

Commissioner Jay wished everyone a Happy New Year and said he looks forward to having a good and blessed New Year.

Chair Hinman wished everyone a Happy New Year. She thanked the Board for the approval of the expansion for Social Services.

COMMISSIONERS ADJOURN

Upon a motion by Commissioner Jimmy Gooch, seconded by Commissioner David T. Smith, and unanimously carried, the Board adjourned.

Respectfully submitted,
Patrice D. Wilkerson
Deputy Clerk to the Board

APPROVED BY:

Sue Hinman, Chairman

OXFORD, NORTH CAROLINA
January 19, 2021

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

Present via Zoom were:

Chair: Sue Hinman

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

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

County Attorney: James C. Wrenn, Jr.

MEETING CALLED TO ORDER

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

CONSENT AGENDA APPROVED

Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner Timothy Karan, and unanimously carried, the Board approved the consent agenda as follows:

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

General Contingency Balance	$ 1,560
School Bond D/S Contingency	$ 100,000
Environmental Disaster Contingency	$ 10,000
General Fund Appropriated Fund Balance	$ 5,664,396

(B) Approved Budget Amendment #5 as recommended by the Finance Director:

Budget Amendment #5
01/19/2021

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

GENERAL FUND

Expenditures:Increase/(Decrease)			
General Government			
	Administration	6,800	
	Board of Elections	110,000	
	Finance	(6,800)	
Public Safety			
	Emergency Management	19,625	
Human Services			
	Social Services	132,497	
	Total Expenditures		262,122
Revenues: Increase/(Decrease)			
	Restricted and Intergovernmental	152,122	
	Appropriated Fund Balance	110,000	

			Total Revenues		262,122

Budget Amendment #5

(For reference only)					**Balance**
General Fund/DSS					
Expenditures: Increase/ (Decrease)					
10-	5300	623	Duke Energy Progress	$372	
10-	5300	623	Duke Energy Progress	$1,134	
10-	5300	623	Duke Energy Progress	$497	$5,308
10-	5300	652	LIEAP	$130,494	
Revenues: Increase/(Decrease)					
10-	3538	332	Public Assistance	$132,497	$561,426

Description : To update funding for energy public assistance. (Duke / Progress Energy - Correction of DSS Budget Amendment #4 ($371) and addition of Budget Amendments #6 ($1,134) #7 ($497)). Also, to recognize Federal pandemic funding for LIEAP.

General Fund/Emergency Management					
Expenditures: Increase/ (Decrease)					
10-	4330	602	Supplemental Grant Expense	($1,000)	
10-	4330	602	Supplemental Grant Expense	$20,625	$91,173
Revenues: Increase/(Decrease)					
10-	3327	329	Emer. Mgmt Grant CFDA	$19,625	$28,625

Description : To correct BA #4 ($1,000) and recognize receipt of FY 2021 Emergency Management Grant (Base Grant) for FY 2021

General Fund/Board of Elections					
Expenditures: Increase/ (Decrease)					
10-	4170	398	CARES Supplemental Fund Expenditures	$50,000	$50,000
Revenues: Increase/(Decrease)					
10-	3990	991	Appropriated Fund Balance	$50,000	$5,604,396

Description: Fund expenditures for sanitizing of polling facilities. County has already received $26,500 in CARES Act grant funding revenue.

General Fund/Administation					
Expenditures: Increase/ (Decrease)					
10-	4120	381	Computer Services	$6,800	$6,800
10-	4130	381	Computer Services	($6,800)	$14,016

Description : to move budget for E-Civis grant tracking system from Finance to Administration, as this function falls under the Administration Department.

General Fund/Board of Elections					
Expenditures: Increase/ (Decrease)					
10-	4170	399	Contracted Services - Equipment	$40,000	$68,075
10-	4170	126	Pollholders and Others	$20,000	$102,223
Revenues: Increase/(Decrease)					
10-	3990	991	Appropriated Fund Balance	$60,000	$5,664,396

Description : Fund expenditures for additional election equipment and poll workers needed for Fall 2020 elections.

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

Refunds	December 2020:	$10,475.03
Releases	December 2020:	$17,187.06
Write-offs ($2 and less)	December 2020:	$25.87

(D) Approved the tax release of $632.84 on the 2016 taxes for Harvey Alston, Jr.

(E) Approved the *Resolution in Support of NCACC Presidential Initiative to Promote Food System Resiliency* as follows:

Resolution in Support of NCACC Presidential Initiative to Promote Food System Resiliency

WHEREAS, access to food is a basic human need and is vital to the well-being of a community; and

WHEREAS, all 100 North Carolina counties are committed to ensuring the needs of their citizens are met; and

WHEREAS, food security, defined as reliable access to quality, affordable food, is vital to a thriving community and food insecurity threatens the fabric of a healthy society; and

WHEREAS, according to Feeding America's annual Map the Meal Gap study, conducted to improve our understanding of food insecurity and food costs at the local level, the average food insecurity rate across North Carolina's counties is 14 percent. And Feeding America projects that the rate will rise to 19.3 percent due to the pandemic; and

WHEREAS, the current pandemic is only further exacerbating the issue of food insecurity and families are facing difficult decisions about how to make ends meet, including whether they can afford the food they need; and

WHEREAS, it is projected that the food insecurity rate in North Carolina will rise to 19.3 percent due to the pandemic and the child food insecurity rate is projected to rise from 19.3 percent to 28.6 percent; and

WHEREAS, according to state officials, agriculture and agribusiness account for 17% of all jobs in the state and an annual economic impact of $91.8 billion and is a vital aspect of the economy in North Carolina; and
WHEREAS, County Commissioners have a responsibility to ensure the basic needs of our citizens are met; and

WHEREAS, the North Carolina Association of County Commissioners (NCACC), under the direction of President Ronnie Smith will be leading a task force to address food system resiliency to help counties take actions to ensure the resources we have are getting to the people in need; and

WHEREAS, the NCACC Task Force will be meeting to examine the various issues that go into creating and sustaining a resilient food system for our residents; and

WHEREAS, by supporting our farmers, supply chains, agribusiness, food industry, and hungry families, we can build resilient communities;

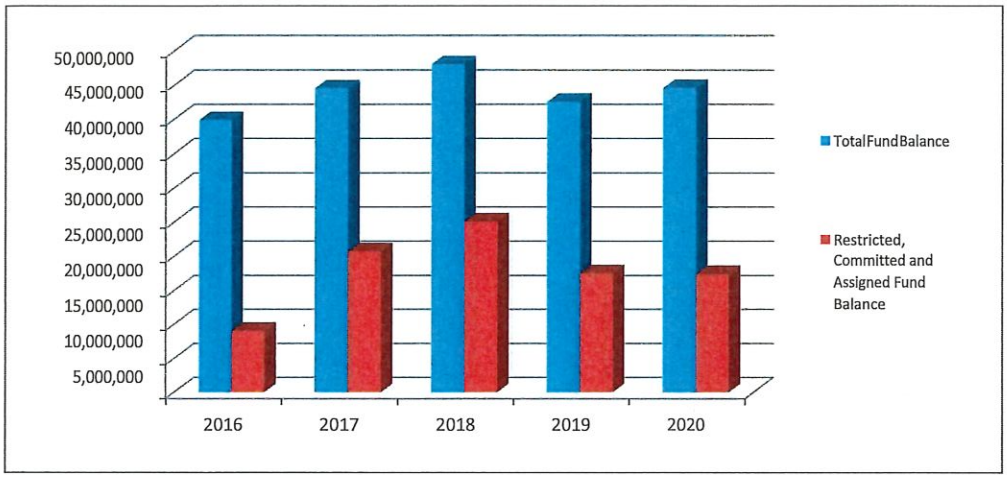
NOW, THEREFORE, LET IT BE RESOLVED, that the Granville County Board of Commissioners, do hereby resolve to support the work of the NCACC Task Force and will commit to examining the food system in Granville County and take steps to help strengthen the system in the service of sustaining a thriving community.

AFTER HEARING PRESENTATION, BOARD APPROVED FISCAL YEAR 2019-2020 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)

Chair Hinman recognized Alan W. Thompson, CPA, with Thompson, Price, Scott, Adams & Co., P.A. Mr. Thompson reported that Granville County received an unmodified report and then spoke about the audit findings from the following slides:

Granville County

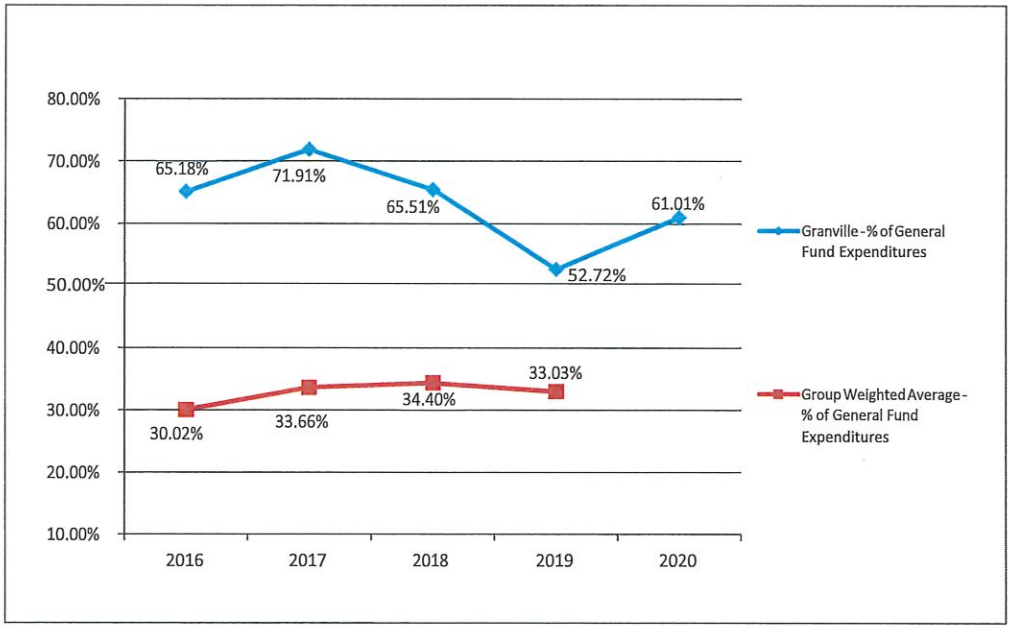
Analysis of Fund Balance



Granville County

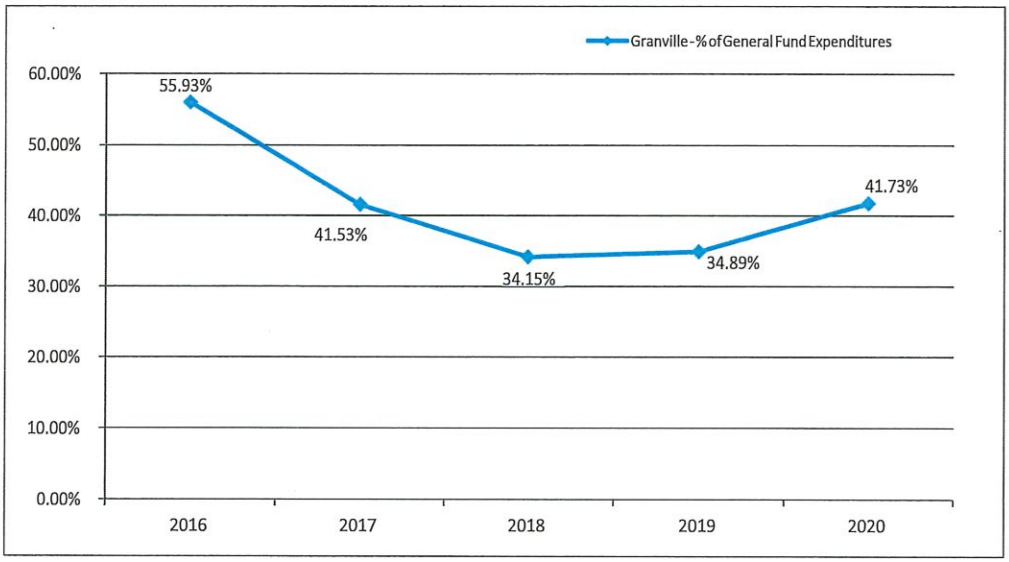
Analysis of Fund Balance Available

(Note - 2020 Group Weighted Average Not Available at Date of Presentation)



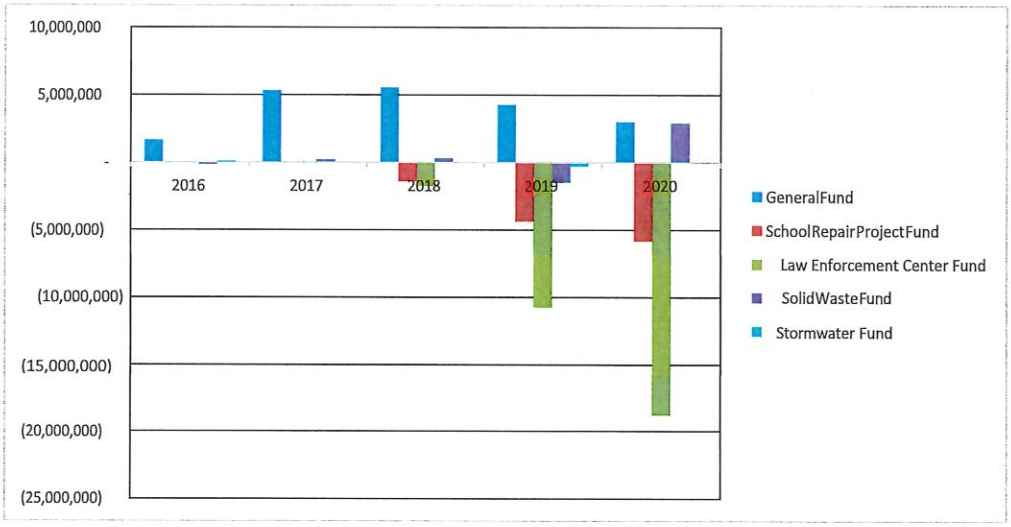
Granville County

Analysis of Unassigned Fund Balance as a % of General Fund Expenditures



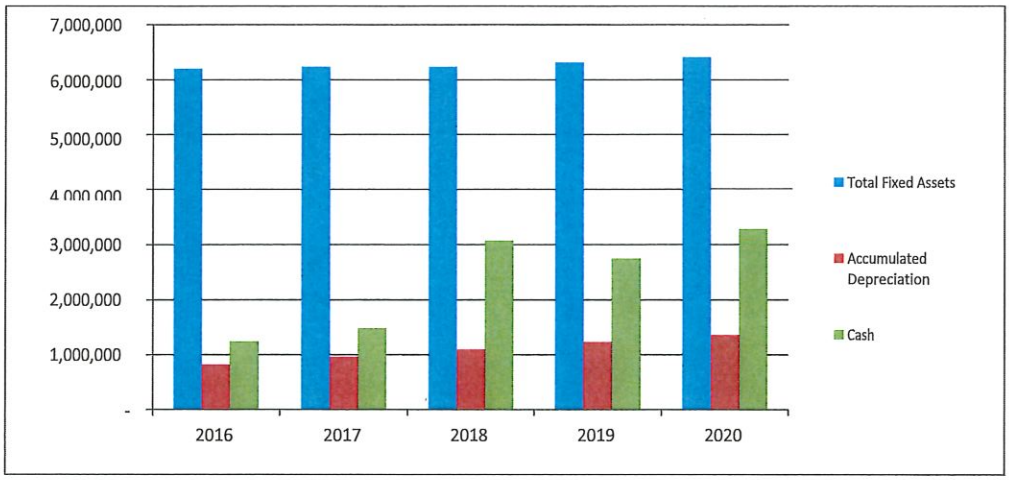
Granville County

Analysis of Revenues Over (Under) Expenditures before Transfers



Granville County

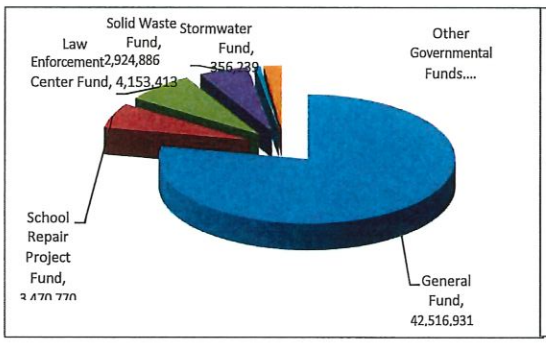
Cash vs. Accumulated Depreciation (Funded Depreciation) Business-Type Activities



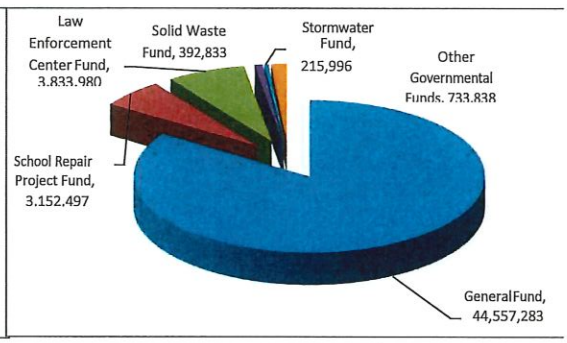
Granville County

Analysis of Cash and Fund Balances at June 30, 2020

CASHBALANCES



FUND BALANCES

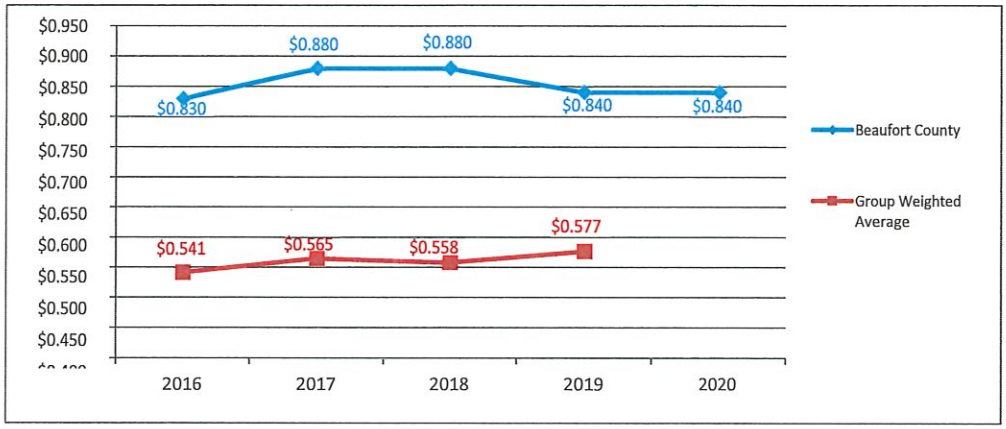


	2020 Cash Balances	Fund Balances
General Fund	$ 42,516,931	$ 44,557,283
School Repair Project Fund	3,470,770	3,152,497
Law Enforcement Center Fund	4,153,413	3,833,980
Water Districts Fund	2,924,886	392,833
Solid Waste Fund	356,239	215,996
Other Governmental Funds	1,042,094	733,838
Total	$ 54,464,333	$ 52,886,427

Granville County

Property Tax Rates

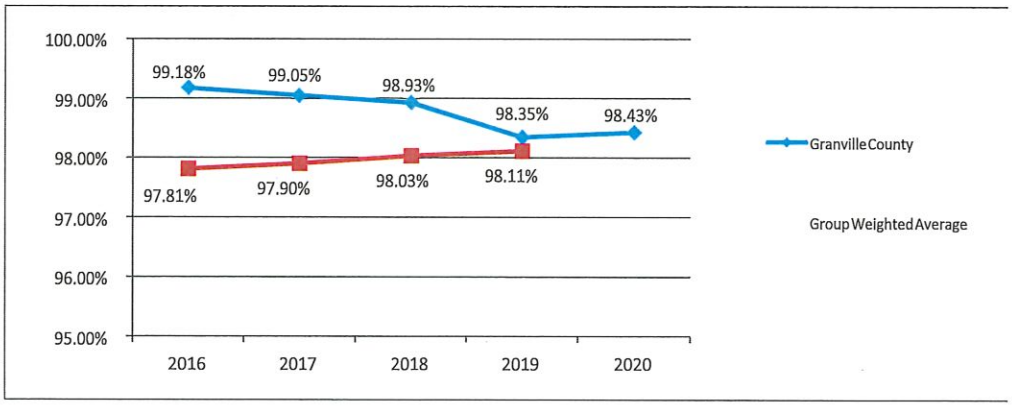
(Note - 2020 Group Weighted Average Not Available at Date of Presentation)



Granville County

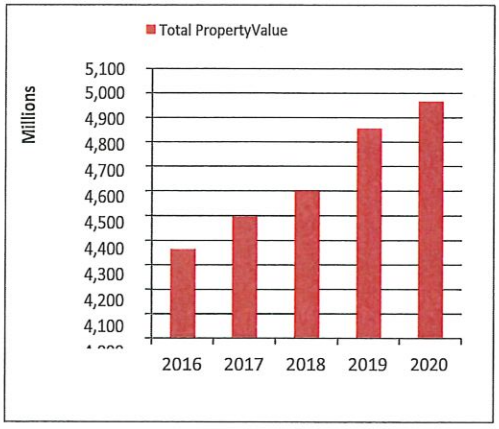
Collection Percentages

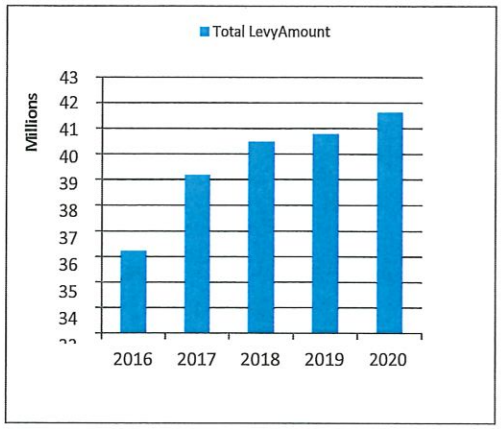
(Note - 2020 Group Weighted Average Not Available at Date of Presentation)



Granville County

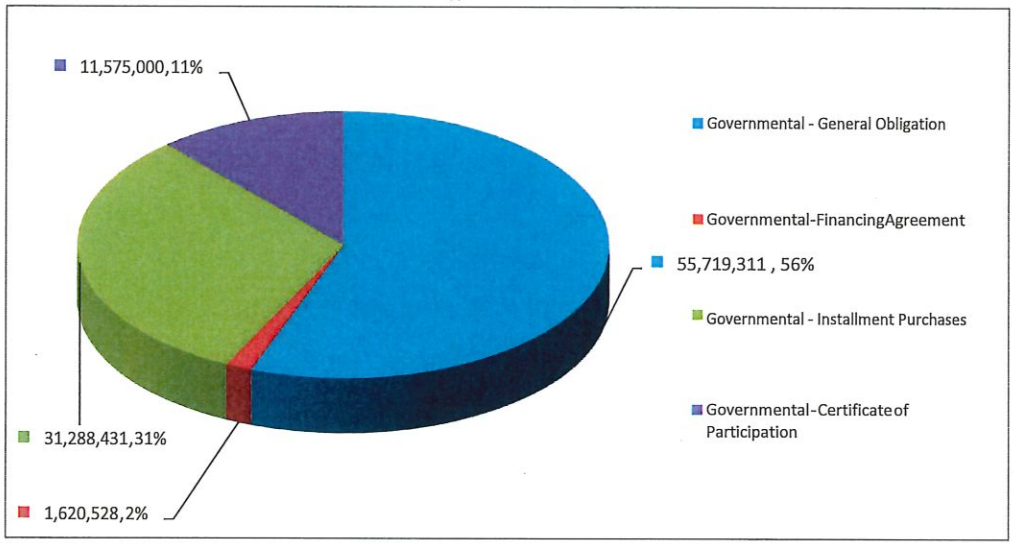
Property Valuation and Levy Amount



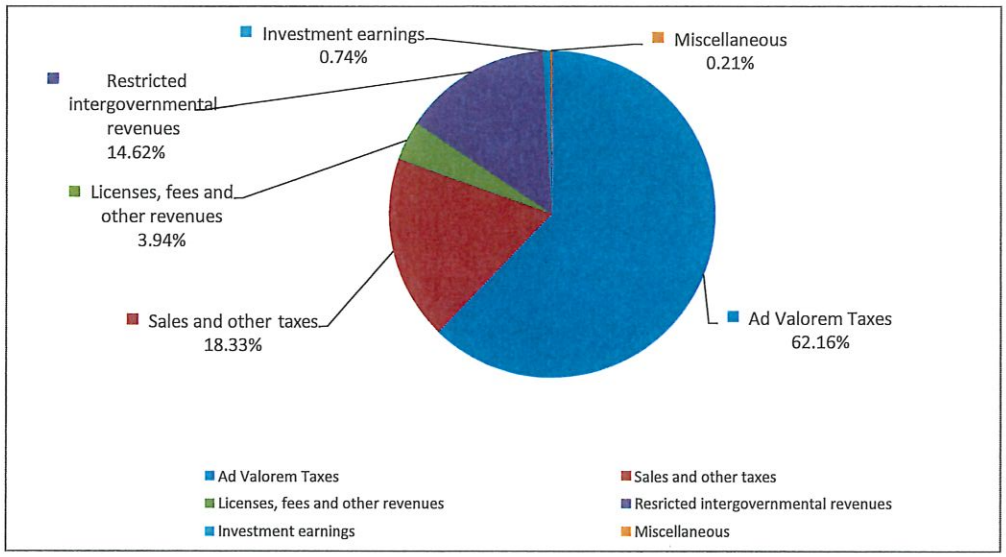


Granville County

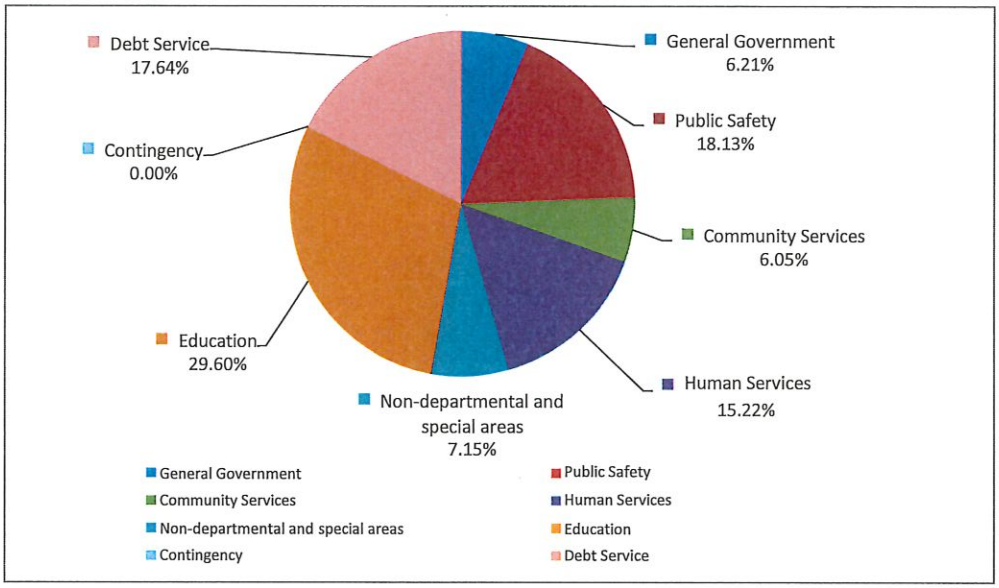
Debt Analysis (excluding Compensated Absences, Pension Liability & OPEB Liability) FYE June 30, 2020



Granville County
Break Down of General Fund Revenue
FYE June 30, 2020



Granville County
Break Down of General Fund Expenditures
FYE June 30, 2020



After questions and clarification by Finance Director Steve McNally, the Board took action.

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Tony W. Cozart, and unanimously carried, the Board accepted the Fiscal Year 2019-2020

Comprehensive Annual Financial Report (CAFR) as presented and explained by the County's outside auditing firm.

BOARD DENIED LATE APPLICATION FOR THE METHODIST HOME FOR CHILDREN

Chair Hinman said the next item was to consider approval of the untimely filed application for exemption. Pamela Patrick with the Methodist Home for Children submitted an application for exemption for the 2020 taxes on May 8, 2020 and the application deadline was January 31, 2020. NC Department of Public Safety owns the building, so the Methodist Home is applying for exemption on their business personal property. The Methodist Home operates as a juvenile crisis and assessment center under contract with the NC Department of Public Safety, a Division of Adult Correction and Juvenile Justice. On October 14, 2020, the Tax Administrator emailed Ms. Patrick a denial letter stating she (Ms. Patrick) would need to respond within 10 days if she wanted the application to go before the Board of Commissioners for a decision. On October 21, 2020, the Methodist Home for Children requested to be placed on the agenda for review by the Board.

The Deputy Tax Assessor recommended denial of the late application and noted that the Methodist Home for Children should apply for the exemption in 2021. County Manager Felts emphasized that the recommendation is consistent with previous actions and he also recommended denial.

Upon a motion by Commissioner Tony W. Cozart, seconded by Commissioner Russ May, and unanimously carried, the Board denied the late application of the property tax exemption for the Methodist Home for Children.

BOARD APPROVED REFUND REQUEST FOR RONALD RIEFLER

Chair Hinman said the next item was to consider approval of a tax refund request. Ronald Riefler contacted the Tax Office after the Board of Equalization and Review adjourned for the year 2020. Mr. Riefler was told that he could not appeal until the following year. The County's appraiser, Gary Piner, visited the inside of the property and determined that the heated square feet and percent completion were incorrect.

The Deputy Tax Assessor and County Manger Felts recommended refunding the difference back to Mr. Riefler as a refund for the judgement error.

Upon a motion by Commissioner Tony W. Cozart, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board approved the refund request of Ronald Riefler in the amount of $371.19 for parcel # 182700436207 due to judgement error.

BOARD APPROVED DESIGN SERVICES FOR 141 AND 143 WILLIAMSBORO STREET

Chair Hinman said the next item was to award a Design Services Agreement for Interior Renovations/Alterations to 141 and 143 Williamsboro Street. The vacant space at 143 Williamsboro Street, formerly the Granville County Sheriff's Office, requires alterations needed to accommodate the relocation and functional needs of DSS Child Support Services, currently located at 122 Williamsboro Street, Oxford. In conjunction with this need, minor office alterations may be determined within the County Manager's Administration space to accommodate the relocation of Granville County Register of Deeds, currently located in the Granville County Courthouse, as well as needed changes to convert the vacant Evidence Room into an Administrative Training Room. This request is to award a Design Services Agreement to Stephen Baxter Architect, PLLC for the necessary space planning needs, and to produce the construction bid documents needed for the space alterations and permitting requirements that is planned for fiscal year 2021-2022. Funding up to $25,000 is included in the existing budget for this project.

County Manager Felts gave the Development Services Director's recommendation and then Scott Phillips, Development Services Director, made comments.

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board approved exempting the County from the Davis Bacon Act (NCGS 143-64.32) requiring Request for Qualification based selection for professional services based on: (1) The contract value is less than the mandatory threshold of $50,000.00 and (2) Stephen Baxter Architect, PLLC has extensive experience within this space, conducting a Space Needs study in FY 2009 – 2010; and approved awarding a Design Services Agreement to Stephen Baxter Architect in the amount of $21,150.

BOARD DECLARED VEHICLES AS SURPLUS PROPERTY AND AUTHORIZED SALE

Chair Hinman explained that North Carolina General Statutes require the Board of Commissioners to formally declare items surplus prior to the sale. Per Granville County's

surplus procedures, all vehicles must be approved for sale or transferred by the Granville County Board of Commissioners prior to their sale or transfer.

Upon a motion by Commissioner Jimmy Gooch, seconded by Commissioner Tony W. Cozart, and unanimously carried, the Board approved declaring the following vehicles as surplus property and authorized County Staff to sell them on the online platform GovDeals.com:

- 1988 International Dump Truck – VIN # 6304
- 2014 Ford Fusion –VIN # 4015

BOARD REAPPOINTED DELORES LYONS (DISTRICT 4) AND VERNESTINE BANNERMAN (DISTRICT 6 APPOINTED BY DISTRICT 1) TO THE ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE

Upon a motion by Commissioner Tony W. Cozart, seconded by Commissioner Russ May, and unanimously carried, the Board reappointed Delores Lyons (District 4) to the Adult Care Home Community Advisory Committee.

Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner David T. Smith, and unanimously carried, the Board reappointed Vernestine Bannerman (District 6 appointed by District 1) to the Adult Care Home Community Advisory Committee.

BOARD REAPPOINTED JIMMY CREWS (DISTRICT 2) AND STEVE HICKS (DISTRICT 4) TO THE AGRICULTURAL ADVISORY BOARD

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Jimmy Gooch, and unanimously carried, the Board reappointed Jimmy Crews (District 2) to the Agricultural Advisory Board.

Upon a motion by Commissioner Tony W. Cozart, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board reappointed Steve Hicks (District 4) to the Agricultural Advisory Board.

BOARD REAPPOINTED MIKE ARRINGTON AND MARK PENNINGTON TO THE BUTNER BOARD OF ADJUSTMENT AS EXTRA-TERRITORIAL MEMBERS

Upon a motion by Commissioner Jimmy Gooch, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board reappointed Mike Arrington and Mark Pennington to the Butner Board of Adjustment as Extra-Territorial Members.

BOARD APPOINTED KECHIA BRUSTMEYER-BROWN (DISTRICT 5) AND JACOB MOORE (DISTRICT 5) AND REAPPOINTED MARY CORDREY (DISTRICT 7) TO THE GRANVILLE COUNTY HUMAN RELATIONS COMMISSION

Upon a motion by Commissioner Russ May, seconded by Commissioner Timothy Karan, and unanimously carried, the Board appointed Kechia Brustmeyer-Brown (District 5) and Jacob Moore (District 5) to the Granville County Human Relations Commission.

Upon a motion by Commissioner Jimmy Gooch, seconded by Commissioner Tony W. Cozart, and unanimously carried, the Board reappointed Mary Cordrey (District 7) to the Granville County Human Relations Commission.

BOARD APPOINTED JOHN MARTIN (DISTRICT 5) TO THE GRANVILLE COUNTY ECONOMIC DEVELOPMENT ADVISORY BOARD

Upon a motion by Commissioner Russ May, seconded by Commissioner Tony W. Cozart, and unanimously carried, the Board appointed John Martin (District 5) to the Granville County Economic Development Advisory Board.

BOARD REAPPOINTED KAREN ALLEY (DISTRICT 7 APOINTED BY DISTRICT 3) TO THE GRANVILLE COUNTY LIBRARY SYSTEM BOARD OF TRUSTEES

Upon a motion by Commissioner Sue Hinman, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board reappointed Karen Alley (District 7 appointed by District 3) to the Granville County Library System Board of Trustees.

BOARD MADE APPOINTMENT AND REAPPOINTMENTS TO THE SENIOR SERVICES ADVISORY COMMITTEE

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Tony W. Cozart, and unanimously carried, the Board reappointed Betty Crews (District 2) and appointed Kathy Wolford (District 2) to the Senior Services Advisory Committee.

Upon a motion by Commissioner Tony W. Cozart, seconded by Commissioner David T. Smith, and unanimously carried, the Board reappointed Laverta Cooper (District 4) to the Senior Services Advisory Committee.

Upon a motion by Commissioner Russ May, seconded by Commissioner David T. Smith, and unanimously carried, the Board reappointed Bonnie Breedlove (District 5) to the Senior Services Advisory Committee.

Upon a motion by Commissioner Timothy Karan, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board reappointed Shirley Daniel Watson (District 5 appointed by District 6) to the Senior Services Advisory Committee.

BOARD MADE REAPPOINTMENTS TO THE GRANVILLE COUNTY VETERANS AFFAIRS COMMITTEE

Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner David T. Smith, and unanimously carried, the Board reappointed Michael K. Allen (District 1) to the Granville County Veterans Affairs Committee.

Upon a motion by Commissioner Sue Hinman, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board reappointed Michael O'Briant Turner (District 6 appointed by District 3) to the Granville County Veterans Affairs Committee.

Upon a motion by Commissioner Russ May, seconded by Commissioner Timothy Karan, and unanimously carried, the Board reappointed Michael Scott (District 5) to the Granville County Veterans Affairs Committee.

Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner Tony W. Cozart, and unanimously carried, the Board reappointed Lynette Breisacher (Spouse of a Veteran), Judy Smith (Female Veteran) and Anne Williams (At-Large Member) to the Granville County Veterans Affairs Committee.

COUNTY MANAGER'S REPORT

County Manager Felts recognized staff on the Zoom meeting and noted he would be out of the office until January 26th.

BOARD PRESENTATIONS

Commissioner Cozart reported that he, Commissioner May, and Chair Hinman met virtually with Congressman David Price and shared challenges and needs of Granville County. He said that he enjoyed the Martin Luther King Jr. (MLK) virtual event hosted by the Granville County Human Relations Commission and noted that the student speeches are always a highlight of this unifying event. He thanked County Manager Felts, Lynn Allred, Patrice Wilkerson and others that coordinated the virtual event. He commended Granville Health System on the efficiency of the vaccination clinics they have been holding. He said it takes a lot of teamwork to pull off such an event and noted he was impressed with Martha Wrenn and her dedication and efforts in coordinating volunteers.

Commissioner May reported that he was privileged to attend the North Carolina Association of County Commissioners (NCACC) Legislative Goals Conference. He commented that he was happy to see progress with the utilization of County buildings and cost-savings methods being implemented for employees to have space needs met to serve citizens.

He said he has been working on filling the positions on boards and committees and that he was excited about those appointed. He reported from his virtual meeting with Congressman Price that they are working on things for Granville County with the new administration in Washington, DC and hopes that funding can be brought to Granville County. He thanked County Manager Felts for his constant tutoring and guidance as a new commissioner.

Commissioner Karan stated it is a new year and everything is getting ramped back up quickly. He reported that he attended the South Granville Water and Sewer Authority (SGWASA) Strategic Plan Meeting, SGWASA Regular Meeting, and the NCACC Legislative Goals process via Zoom meetings. He echoed comments about efficiency and teamwork at the drive-thru COVID vaccination clinic at Granville Health System, noting that people came from far and wide.

Commissioner Gooch also mentioned the excellent reviews and positive remarks he has seen on social media regarding the COVID vaccine clinics. He thanked all of those that made the Human Relations MLK Event a success. He said he participated in several Zoom meetings last week including the SGWASA Strategic Plan Meeting and the NCACC Legislative Goals session. He thanked County Manager Felts and county staff for all that they do.

Commissioner Jay reported that that it was an honor to receive the Robert Blackwell Award from the Human Relations Commission and thanked those that made it happen. He echoed comments about the vaccine clinic at Granville Health System and thanked Martha Wrenn for her hard work. He reported that Judy Cheek from District 7 is the new chair of the Environmental Affairs Committee. He asked staff to add Central Avenue, starting at 33rd Street, to the litter pick-up list. He commended Granville County staff for having the best staff.

Commissioner Smith echoed comments about the successful MLK Event hosted by the Human Relations Commission and thanked Lynn Allred and all those that made it happen virtually this year. He congratulated Commissioner Jay on receiving the much deserved Robert Blackwell Award. He thanked the Granville-Vance Public Health Department and Granville County Senior Center for their efforts to vaccinate those 75 and older. He also thanked Granville Health System (GHS) for clinics on Tuesday, Wednesday, Saturday and Sunday from 7:00 a.m. – 7:00 p.m. He thanked John Snow, CEO, staff from GHS, Martha

Wrenn and volunteers for coordination and teamwork to run the successful vaccine clinics in the sun, rain and snow. He said clinics are on Tuesdays and Thursday through January and that you can sign-up for the vaccine on the Granville Health System website. He noted there is a waiting list if the clinic is full.

Chair Hinman thanked the Board for selecting her as a NCACC voting delegate for Granville County, noting that doing the session by Zoom was quite different than meeting in person with fellow commissioners. She commended Commissioner Jay for receiving the Robert Blackwell Award and then thanked staff for producing the successful MLK Event. She noted that she missed being in person at both events.

County Manager Felts noted that Attorney Wrenn had no comments as he had some technical difficulties during the meeting.

COMMISSIONERS ADJOURN

Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner Jimmy Gooch, and unanimously carried, the Board adjourned at 8:16 p.m.

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

APPROVED BY: _____
Sue Hinman, Chair

OXFORD, NORTH CAROLINA
February 10, 2021

The Members of the Honorable Board of Commissioners of Granville County, North Carolina met in a special meeting on Wednesday, February 10, 2021 at 3:30 p.m. in the Meeting Room, Granville Expo and Convention Center, 4185 US Highway 15 South, Oxford.

Present were:

Chair: Sue Hinman

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

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

County Attorney: James C. Wrenn, Jr.

MEETING CALLED TO ORDER

At 3:35 p.m., Chair Sue Hinman called the meeting to order and recognized Commissioner David T. Smith for the invocation.

BOARD WENT INTO CLOSED SESSION

Chair Hinman stated that notice had been properly served that a special meeting would be held today for a closed session pursuant to G.S. §143-318.11(a)(3), (4) and (5) for attorney client privilege, economic development matters, and property acquisition. She noted that a personnel matter (6) needed to be added to the closed session.

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Tony W. Cozart, and unanimously carried, the Board went into closed session as allowed by G.S. 143-318.11(a)(3), (4), (5) and (6) to discuss an attorney-client matter, economic development matters, property acquisition, and personnel matter. Upon a motion by Commissioner Russ May, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board returned to regular session.

COMMISSIONERS ADJOURN

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Zelodis Jay and unanimously carried, the Board adjourned at 6:19 p.m.

Granville County

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

To: Board of Commissioners
From: Tamonica Thorpe
Department: Tax Department
Date: March 1, 2021

Title: **Tax Refunds, Releases And Write-offs**

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

BACKGROUND:
Tax releases and refunds are generated according to N.C.G.S. 105-381

According to resolution adopted May 1, 2003, the Board of Commissioners authorized the Tax Collector to forego the collection for all taxes which do not exceed $2.00.

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

Refunds	January 2021:	$6,670.93
	February 2021:	$1,705.33
	Total:	**$8,376.26**
Releases	January 2021:	$5,744.48
	February 2021:	$2,704.97
	Total:	**$8,449.45**
Write-offs ($2 and less)	January 2021:	$15.69
	February 2021:	$8.27
	Total:	**$23.96**

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

RECOMMENDATION:
Approval of tax refunds, releases and write-offs for January 2021 and February 2021.

ACTION TAKEN:

Granville County Administration

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

To: Board of Commissioners
From: Korena Weichel
Department: Administration
Date: February 22, 2021
Title: **Resolution to Adopt Granville County Branding Colors**

PURPOSE:

To establish Granville County color standards for branding consistency.

BACKGROUND:

Due to recent project-related orders and the need to provide vendors with direction on color in order to match the color used for Granville County red, it was noted that multiple variations of red are being used throughout the county.

Administration staff searched through document archives but were not successful in finding documentation of the Board's adoption of official colors for Granville County branding. Of the three colors represented in the Granville County Seal (red, black, and white), identifying a matching red to the Granville County flag is of particular importance. Because colors vary greatly from monitor to monitor and printer to printer, identification of a specific Hex color code with corresponding RGB colors is central to maintain branding consistency.

Staff contacted Carrot Top Industries, the company that has produced our Granville County flags for many years, to obtain the color code standards used for the flags and then matched that color to Pantone 201C. The color standards for the flag red as well as the black and white used in the Granville County seal are shown below; however, as stated above monitors and printers vary greatly and the color shown on your screen or printed documents may differ from that of the Granville County flag.

Pantone 201 C
Hex Color Code #9d2235

RGB
Red 157 (62%)
Green 34 (13%)
Blue 53 (21%)

CMYK
Cyan 0%
Magenta 78%
Yellow 66%
Black 38%

Pantone Black 6 C
Hex Color Code #000000

RGB
Red 0
Green 0
Blue 0

CMYK
Cyan 0%
Magenta 0%
Yellow 0%
Black 100%

Pantone White 000 C
Hex Color Code #FFFFFF

RGB
Red 255
Green 255
Blue 255

CMYK
Cyan 0%
Magenta 0%
Yellow 0%
Black 0%

FUNDING:
N/A

RECOMMENDATION:
To maintain branding consistency for future ordering and coloring, Administration requests that the Board adopt the color standards shown above and on Exhibit A on the attached resolution as the official colors of Granville County.

ATTACHMENTS:
Resolution to Adopt Granville County Branding Colors (DRAFT)

ACTION TAKEN:

Resolution to Adopt Granville County Branding Colors

WHEREAS, the County has determined that marketing and branding of Granville County can best be accomplished by using consistent colors on documents, print items, promotional materials, website, and social media pages; and

WHEREAS, the County has determined that the official colors will be used in coordination with the county seal; and

WHEREAS, Granville County's branding colors with related color standards are illustrated in Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED, that the Granville County Board of Commissioners hereby adopts the Granville County color standards as shown in Exhibit A.

ADOPTED, this the _____ day of _____, 2021.

Attest:

_____ _____

Debra A. Weary
Clerk to the Board

Sue Hinman, Chair
Granville County Board of Commissioners

DRAFT

EXHIBIT A: Granville County Color Standards

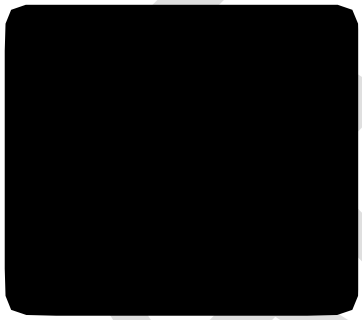
Pantone 201 C
Hex Color Code: #9d2235



RGB
Red 157 (62%)
Green 34 (13%)
Blue 53 (21%)

CMYK
Cyan 0%
Magenta 78%
Yellow 66%
Black 38%

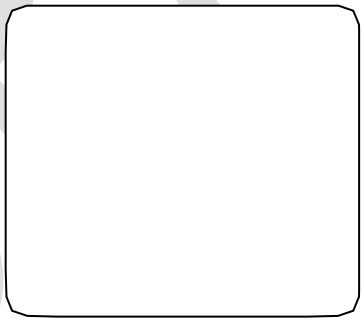
Pantone Black 6 C
Hex Color Code: # 000000



RGB
Red 0
Green 0
Blue 0

CMYK
Cyan 0%
Magenta 0%
Yellow 0%
Black 100%

Pantone White 000 C
Hex Color Code: # FFFFFF



RGB
Red 255
Green 255
Blue 255

CMYK
Cyan 0%
Magenta 0%
Yellow 0%
Black 0%

DRAFT

Granville County

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

To: Board of Commissioners
From: Patrice Wilkerson
Department: Administration
Date: March 11, 2021

Title: **Proclamation Designating March as Social Work Month 2021**

PURPOSE:
To adopt a proclamation recognizing March 2021 as Social Work Month in Granville County.

BACKGROUND:
March is "Social Work Month," a time to celebrate the professionals who are essential to the well-being of our communities. In 2021, the theme for this observance is "Social Workers are Essential," a timely description of the services provided every day, especially during challenging times such as the COVID-19 pandemic. Across the United States, there are more than 700,000 social workers at work, with the Bureau of Labor Statistics identifying social work as one of the fastest growing professions in the country.

The Granville County Department of Social Services employs a team of 92 professionals who assist our residents in improving their quality of life. Through economic assistance, foster care/adoptions, assistance to the impaired, referrals, the monitoring of child support, enrollment in Medicaid/food stamps, protection from abuse and neglect and many more services, our social workers have been on the front lines to assist and enable individuals and families in becoming self-sufficient.

RECOMMENDATION:
Approval

ATTACHMENTS:
Social Work Month 2021 Proclamation

ACTION TAKEN:

SUE HINMAN
Chairman
District 3

TONY W. COZART
Vice-Chair
District 4

ZELODIS JAY
Commissioner
District 1

DAVID T. SMITH
Commissioner
District 2

RUSS MAY
Commissioner
District 5

TIMOTHY KARAN
Commissioner
District 6

JIMMY GOOCH
Commissioner
District 7

BOARD OF COMMISSIONERS
141 Williamsboro Street
Oxford, NC 27565

SOCIAL WORK MONTH 2021 PROCLAMATION
"SOCIAL WORKERS ARE ESSENTIAL"

WHEREAS, the Social Work Profession for decades has been dedicated to improving human well-being and enhancing the basic needs of all people—especially the most vulnerable among us; and

WHEREAS, Social Workers have always been present in times of crisis, helping people overcome issues such as death and grief and helping people and communities recover from natural disasters such as fires, hurricanes and earthquakes; and

WHEREAS, the Social Work Profession is one of the fastest growing professions in the United States, with nearly 800,000 people expected to be employed as Social Workers by 2028; and

WHEREAS, Social Workers work in all parts of our society to empower people to live to their fullest potential; and

WHEREAS, Social Workers play a crucial role in our health care system and have played a key role in the response to COVID-19 and helping individuals, families and communities cope with the epidemic; and

WHEREAS, Social Workers are one of the largest groups of mental health care providers in the community, and work daily to help people—whether in person or remotely—overcome substance use disorders and mental illnesses such as depression and anxiety; and

WHEREAS, Social Workers will continue to stand ready to assist our community in overcoming present and future challenges;

NOW THEREFORE, in recognition of the numerous contributions made by Social Workers, the Granville County Board of Commissioners proclaim the month of March 2021 as Social Work Month and call upon all citizens to join Granville County in celebration and support of the Social Work Profession.

This the 15th day of March 2021.

Attest:

Debra A. Weary
Clerk to the Board

Sue Hinman
Chairman
Granville County Board of Commissioners

Granville County

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

To: Board of Commissioners
From: Patrice Wilkerson
Department: Administration
Date: March 9, 2021

Title: **Proclamation Designating the Month of April 2021 as North Carolina 811 Safe Digging Month**

PURPOSE:
To consider approving a Proclamation Designating the Month of April 2021 as North Carolina 811 Safe Digging Month.

BACKGROUND:
The Clerk received the following proclamation request from Parrish Reddick, Education Liaison with North Carolina 811.

On behalf of North Carolina 811, I am requesting a proclamation to designate the month of April as "North Carolina 811 Safe Digging Month."

The North Carolina One Call System (NC811), a utility notification and education center that celebrates its 43rd year of service to the citizens of North Carolina, is a vital part of preventing damages and injuries when excavating. This vital notification service started in 1978 reaching 2.1 million locate requests from excavators to homeowners in 2020. North Carolina law requires that anyone engaging in demolition or excavation activities contact NC811 at least three days prior to beginning the work by calling or clicking 811.

ATTACHMENTS:
Proclamation Designating the Month of April 2021 as "North Carolina 811 Safe Digging Month"

ACTION TAKEN:

SUE HINMAN
Chairman
District 3

TONY W. COZART
Vice-Chair
District 4

ZELODIS JAY
Commissioner
District 1

DAVID T. SMITH
Commissioner
District 2

RUSS MAY
Commissioner
District 5

TIMOTHY KARAN
Commissioner
District 6

JIMMY GOOCH
Commissioner
District 7

BOARD OF COMMISSIONERS
141 Williamsboro Street
Oxford, NC 27565

Proclamation Designating the Month of April 2021 as "North Carolina 811 Safe Digging Month"

WHEREAS, as utility owners, excavators, designers, and homeowners work to keep pace with North Carolina's economic development, it is important to minimize damages to underground utility lines, danger to workers and the general public, environmental impact, and loss of utility services to the citizens of North Carolina; and

WHEREAS, North Carolina 811, a utility service notification center and leader in education celebrates its 43rd year of continuous service to the State, is key to preventing injuries and damages when excavating; and

WHEREAS, this unique service provides easy, one-call notification about construction and excavation projects that may endanger workers and jeopardize utility lines while promoting workplace and public safety, reducing underground utility damage, minimizing utility service interruptions and protecting the environment; and

WHEREAS, this vital service, which began in 1978 serves the citizens of North Carolina from the mountains to the coast, educates stakeholders about the need for excavation safety whether the project is as small as planting a tree to designing and beginning construction on a new interstate; and

WHEREAS, in 2020, the North Carolina one call system received 2.1 million notification requests and transmitted over 12.2 million requests, providing protection to utility companies infrastructure, their employees, excavators, and customers;

NOW, THEREFORE, BE IT RESOLVED, that Granville County has designated the month of April 2021 as "North Carolina 811 Safe Digging Month" to encourage all excavators and homeowners of Granville County to contact 8-1-1 either by dialing 8-1-1 or contacting NC811 via the webpage of NC811.org at least three working days prior to digging in order to "Know What's Below," avoid injury, protect the environment, prevent millions of dollars in damages and to remind excavators that three working days' notice is the law, for safe digging is no accident, and that more information may be obtained by visiting www.nc811.org.

This the 15th day of March 2021.

Attest:

Debra A. Weary
Clerk to the Board

Sue Hinman
Granville County Board of Commissioners

Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: March 10, 2021

Title: **Public Comments**

Public Comments are limited to 3 minutes.

ACTION TAKEN:

Granville County Administration

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

To:	Board of Commissioners
From:	Debra Weary
Department:	Administration
Date:	March 9, 2021
Title:	**Granville County Assessor and Tax Collector Appointment and Oath of Office**

PURPOSE:
To appoint a County Assessor and Tax Collector.

BACKGROUND:
The County Manager has served as the Interim Assessor and Interim Tax Collector over the past several months pending the completion of the search and interview process. We are excited to announce that we have completed the search and interview process for the Tax Administrator position and have promoted Mrs. Jenny Griffin to the position pending the Boards appointment as Assessor and Tax Collector.

RECOMMENDATION:
Appoint Jenny Griffin Assessor and Tax Collector. If appointed, she will take the oath of office on March 16, 2021 in the County Administration Office.

ATTACHMENTS:
Oath of Office – Griffin

ACTION TAKEN:

Granville County, North Carolina

I, *Jennifer S. Griffin*, do solemnly affirm that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Assessor and Tax Collector of Granville County, North Carolina, and that I will not allow my actions as Assessor and Tax Collector to be influenced by personal or political friendships or obligations, so help me God.

_____ **(SEAL)**

Subscribed and sworn to before me,
this 16th day of March 2021.

_____ **(SEAL)**
Debra A. Weary
Clerk to the Board

Granville County Administration

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

To: Board of Commissioners
From: Tonya Burnette
Department: Board of Elections
Date: March 10, 2021

Title: **Upgrade of Voting Equipment**

PURPOSE:
To consider using grant money to partially fund an upgrade of voting equipment.

BACKGROUND:
Our vendor, Printelect, informed the Board of Elections that we have to replace the batteries now in the M100 voting machines as part of our Preventive Maintenance. The cost is $5,422.50 to replace them. They also informed the Board of Elections that they are going to upgrade the Unity system to Electionware in the very near future. The Unity system is the computer that is used to upload cards containing vote totals from each voting site. Once the upgrade occurs, Electionware will not work with the current M100 machines so the Board of Elections will have to purchase new voting equipment in order to conduct elections.

The Board of Elections received a HAVA (Help America Vote Act) grant in the amount of $50,425.01. Elections Director Tonya Burnette obtained quotes to replace the voting equipment and presented them to the Board of Elections on February 5, 2021 requesting that they consider using the HAVA funds to upgrade the voting equipment. The Board of Elections reviewed the quotes and voted unanimously for Director Burnette to provide these quotes to the Board of Commissioners for consideration. Copies of the quotes are provided in the agenda document for your reference. A summary of the main points of the various options are:

Exhibit 3 – Option 1:
Purchase (27) DS200 scanners, (1) DS450 HS Scanner, (23) Express Vote Terminals (pending final approval by the State Board of Elections); and trading in (27) M100 without bins, (1) Model 650 scanner, and 23 auto mark terminals. **$265,787.68**

Exhibit 4 – Option 2
Purchase (27) DS200 scanners, (1) DS450 HS Scanner, (23) Express Vote Terminals (pending final approval by the State Board of Elections); and trading in (27) M100 with bins, (1) Model 650 scanner, and 23 auto mark terminals. **$264,861.25**

Exhibit 5 – Option 3
Purchase (27) DS200 scanners; and trading in (27) M100 with bins. **$153,677.12**
(Note: Under this option, Auto Marks and a high-speed scanner would need to be replaced in the near future).

Option 2 is the preferred option. Tonya Burnette, Elections Director is available to answer questions this evening.

FUNDING:
If Option 2 is approved, funding will consist of a HAVA grant in the amount of $50,425.01 and county funding of $214,436.24. Note that by selecting Option 2, the battery replacement of $5,422.50 will not need to be done.

RECOMMENDATION:
The Board of Elections has unanimously approved for the Director to provide the Board of Commissioners with quotes to consider using the HAVA grant money to upgrade the voting equipment.

The Elections Director recommends authorizing the purchase of new elections equipment from Election Systems and Software as shown in Exhibit 4 (Option 2) in the amount of $264,861.25 and using the available HAVA grant funds towards this purchase.

ATTACHMENTS:
Background Information and Exhibits

ACTION TAKEN:

Request to consider use of grant money for upgrade of voting equipment:

Our voting machine vendor, Printelect, has notified us that we need to replace the batteries now in our M100 voting machines as part of our Preventive Maintenance. Printelect has provided an estimate of $5,422.50 to replace the batteries. A copy of the estimate is labelled as Exhibit 1. The M100 voting machines are the optical scan machines that most voters use to vote at our polling places. Printelect also informed us that they will be upgrading the Unity system and software to Electionware very soon and the M100 machines will not work with Electionware. The Unity system is the computer that we use to upload cards containing vote totals from each voting site. Once the upgrade occurs, we will be required to purchase new equipment.

On February 2, 2021, we received a Notice of Subgrant from the State Board of Elections for a HAVA (Help America Vote Act) grant in the amount of $50,425.01, which the State Board of Elections is holding for each county. The grant information is labelled as Exhibit 2. Invoices must be submitted to the State Board of Elections for reimbursement. One of the permissible uses of this HAVA grant is "Improving, acquiring, easing, modifying, or replacing voting systems and technology and methods for casting and counting votes." These funds are not likely to be available again in the near future when we have to upgrade our equipment.

Elections Director Tonya Burnette obtained quotes to replace the voting equipment and presented them to the Board of Elections on February 5, 2021 requesting that they consider using the HAVA grant funds to upgrade the voting equipment. The Board of Elections reviewed the quotes and voted unanimously for Director Burnette to provide these quotes to the Board of Commissioners for consideration.

There are three options to consider for the upgrade of voting equipment.

1. The Purchase Proposal Quote Exhibit 3 is to upgrade our M100 voting machines to DS200 voting machines and upgrade our ADA compliant AutoMARK voting machines to ExpressVote voting machines. It also includes an upgrade of our Unity system to Expressware, includes an upgrade of our M650 high speed scanner used for recounts to a DS450, and includes training. This quote factors in keeping the M100 ballot bins (where ballots fall into) and using them on the DS200 machines. It would require connectors and a conversion kit to use the current M100 bins for the DS200 machines. The quote is $265,787.68.

2. The Purchase Proposal Quote Exhibit 4 is the same as Exhibit 3, except that it includes a trade-in for current M100 ballot bins and includes the purchase of new ballot bins for the DS200 machines. We would pay more money to purchase the ballot bins, but we get more money for the trade-in allowance. The quote is $264,861.25, which is cheaper than Option 1 in the amount of $926.43, and we purchase new ballot bins.

3. The Purchase Proposal Quote and Standalone EMS System Purchase Order Exhibit 5 is only to upgrade the Unity system to Electionware, upgrade our M100 voting machines to DS200 voting machines, and purchase new DS200 ballot bins. It does not upgrade our ADA compliant AutoMARK voting machines or the M650 high speed scanner used for recounts. The quote is $157,371.12.

Note: If new DS200 equipment is purchased, we would not have to buy batteries and can use that money towards the purchase of new equipment. The grant money must be spent by June 30, 2021. Thank you for your consideration of this request.

Required Steps to Purchase (See Exhibit 6- subject to change):

1. The Board of Elections is required to hold a public meeting to look at voting equipment from two vendors.
2. Once a decision is made to purchase, we test the new voting equipment during a simulated election in lieu of testing during an election in at least one precinct in the county where the voting system would be used if adopted and acquired.
3. A test must be coded by precinct with 15 precincts, absentee by mail, provisional, transfer, and at least three One-Stop sites. Contests will model actual contests with federal and state contests, unaffiliated candidates, at least one qualified write-in, a county partisan single-seat and multi-seat contest, a nonpartisan single-seat and multi-seat contest which allow write-ins, and at least one referendum.
4. A minimum of 200 ballots per precinct shall be printed to feed into the DS200s. Printelect will print the ballots and assist with testing at no additional cost to us. The State Board of Elections will also assist us. The Board of Elections will set up the voting equipment for testing. After the simulated polls are opened, voted, and closed, election results will be loaded in the new software, reports printed, and checked against the DS200 tapes. It is encouraged that precinct officials participate. You and the public will be invited to observe the simulated event.
5. A random hand-eye sample audit will be required for two precincts and two contests. A bipartisan team of four is required to conduct the sample audit count, which is counting a random sample of the ballots by hand. There is a cost of $8.00 per hour per person for the sample audit.
6. All testing records must be retained for five (5) years after testing.
7. If the county board seeks approval from the State Board to replace the current voting system with the system tested, required reports will have to be provided to the State Board of Elections.
8. The Board would make a recommendation to the County Board of Commissioners to purchase the equipment. The County Board of Commissioners would have to approve the purchase for the Board of Elections to proceed with the purchase of the voting equipment.

Exhibit 1

OWEN G. DUNN COMPANY, INC.
Since 1902

Printelect
YOUR ELECTIONS PARTNER

ESTIMATE

Printelect
3731 Trent Rd., New Bern, NC 28562
(800) 682-4500

Estimate# EST390
Date: 12/19/2020 by Chris Andrews

Page 1 of

Email Sent

Estimate Information

Contact:	Tonya Burnette	**Bill To:**	Tonya Burnette	**Ship To:**	Tonya Burnette
Phone:	(919) 693-2515	**Company:**	Granville County, NC	**Company:**	Granville County, NC
		Address:	PO Box 83	**Address:**	208 Wall Street
Quote Date:	12/19/2020	**City:**	Oxford	**City:**	Oxford
Sales Rep:	Chris Andrews	**State:**	NC	**State:**	NC
Terms:	Net/30	**Zip:**	27565	**Zip:**	27565

Line Items

ESS P/N	Quantity	Product	Unit Price	Amount
86013	23	BATTERY LITHIUM ION	$175.00	$4,025.00
75825	27	BATTERY REGULATED LEAD ACID	$47.50	$1,282.50
4730	1	BATTERY CPU	$35.00	$35.00
	1	Labor Hours - On-Site	$80.00	$80.00

Sales Tax Rate: 6.75%

Please pre-order the batteries in order to have them replaced at time of preventative maintenance. Technicians do not travel with batteries, they will ship directly from ES&S.
Price includes being replaced at time of maintenance visit.

Subtotal:	$5,422.50
Discount:	
Sales Tax:	$0.00
Shipping:	
Total:	**$5,422.50**

Accepted by _____ Date _____

Printed 1/19/2021

Exhibit 2 Page 1

NOTICE OF SUBGRANT -2020 HAVA Funds - NC Amended February 2, 2021	
Subgrantee:	*Granville County Board of Elections*
CFDA Number: 90.404 Agreement Number: NC20101001-039	Budget Period: 7/1/2020 – 6/30/2021
Funds Description	
This obligation of funds constitutes the Subgrantee's share, as authorized under Session Law 2020-17, Sec. 11.2(a), of $11,677,441 of federal and $2,335,488 of state matching funds awarded under Election Security Grants in the federal Consolidated Appropriations Act of 2020 to improve the administration of federal elections.	
Funding Information	
Description	**Amount**
Allocated funding based on percentage of voter registration within Department of Commerce Tier as of 1/9/ 2021	$60,028.00
Reimbursements as of 1/27/2021	$9,602.99
Remaining Balance of Allocation after reimbursements paid as of 1/27/2021	$50,425.01
Permissible Uses	
Reimbursement-eligible expenditures are those incurred to improve the administration of federal elections, as authorized under HAVA Title I, Section 101, including: • Improving the administration of elections for Federal office, including to enhance election technology and make election security improvements • Educating voters concerning voting procedures, voting rights, and voting technology. • Training election officials, poll workers, and election volunteers. • Improving, acquiring, leasing, modifying, or replacing voting systems and technology and methods for casting and counting votes. • Improving the accessibility and quantity of polling places, including providing physical access for individuals with disabilities, providing non-visual access for individuals with visual impairments, and providing assistance to Native Americans, Alaska Native citizens, and to individuals with limited proficiency in the English language. • Establishing toll-free telephone hotlines that voters may use to report possible voting fraud and voting rights violations, to obtain general election information, and to access detailed automated information on their own voter registration status, specific polling place locations, and other relevant information. • Expenditures incurred to prevent, prepare for, and respond to the coronavirus pandemic during 2020 federal elections.	
Grant Administration	
Grant Administration Award recipients and sub-recipients must adhere to all applicable federal requirements including Office of Management and Budget (OMB) guidance: Title 2 C.F.R. Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200).	

Exhibit 2 Page 2

NORTH CAROLINA
STATE BOARD OF ELECTIONS

Mailing Address:
P.O. Box 27255,
Raleigh, NC 27611
(919) 814-0700 or
(866) 522-4723
Fax: (919) 715-0135

TO: County Boards of Election
RE: Considerations for Expending 2020 Help America Vote Act (HAVA) Grant Funds
DATE: January 29, 2021

Session Law 2020-17 designated $9,616,929 in nonrecurring funds to county boards of elections and entitled each county a minimum of $10,000 and no more than $250,000. The General Assembly further stipulated that in reimbursement of these funds, counties must certify that HAVA funds will not be used to supplant county funds. Use of the funds must adhere to the categories and permissible purposes established by the U.S. Elections Assistance Commission and the federal standards set by the Congressional grant authorization.

While we considered an application process to receive additional funds above $10,000 (not to exceed $250,000), we were concerned that this would not be a fair and equitable decision-making process and would limit a county's ability to address its specific needs. Similar to the criteria used by the General Assembly to award CARES Act funds, we have calculated each county's award based upon economic tiers defined by the North Carolina Department of Commerce and the number of registered voters. Through this formulary, we aim to give the decision making to you directly since you know your county's needs best. The session law appropriating these funds requires the counties to seek reimbursement from the State Board for eligible expenses. The attached FAQ document explains the reimbursement process, which is the same as CARES Act reimbursement processes.

As you determine the needs of your county, please be mindful that at present time no additional funds have been authorized by Congress or the General Assembly. This means it is important to prioritize and effectively address multiple needs. While many counties may consider voting equipment to be a top priority, the designation of elections as critical infrastructure means it is also our duty to place even greater emphasis on both physical and cyber security than ever before. Please review any assessments conducted by the Department of Homeland Security or the National Guard and consider applying HAVA funds to remedy identified issues or areas of concern. Ideally, counties have designated capital funds to purchase voting equipment since there has been no federal or state commitment of funds for this purpose since the initial statewide procurement in 2006. Bottomline – please spend your funds wisely as we are not guaranteed additional funds in the near future.

Please carefully review the additional documents provided with this letter. If you have questions or concerns, please reach out to Amy Strange, COO; Neil Baddour, Voting Systems Certification Manager; or me.

Thank you for all you do,

Karen Brinson Bell
Executive Director

Exhibit 2 Page 3

NORTH CAROLINA STATE BOARD OF ELECTIONS
HAVA FAQS – PERMISSIBLE AND IMPERMISSIBLE USES

1. Would it be permissible to purchase an "emergency kit" that contained generators, power boxes, cords, led lights and other items to keep polling locations operational during a federal election? They would become necessary in the event of a cyber-attack that damaged the power grid.
   Yes.

2. To make election security improvements it would be more beneficial and cost effective for some of our counties if they could purchase entirely new buildings. Could HAVA funding be used for this so long as the county matches or exceeds the federal funding?
   No.

   HAVA funds could be used to pay for elections-specific security components that would be part of the new building, such as a security camera system.

3. The county wants to move the Elections office. The place they have in mind will need extensive work to allow for all of the equipment with outside loading area to move machines, set up area for supplies and tailor for the needs of Election Administration. How much of the HAVA funds would be available to us to help improve this project. Would this even be a project we could count on?
   HAVA funds could not be used to install a loading dock or build a supply room.

   HAVA funds could be used to pay for elections-specific security components that would be part of the new location. This might include security systems for elections storage rooms where equipment is stored, and the electrical work necessary to install the system.

4. In the same area as establishing toll-free telephone hotlines could a chat bot be set up by the counites? This is when voters could just text their questions in and they would receive automated responses. This can be done it multiple languages and updated over time based on the questions the chat bot is receiving.
   Yes.

5. I believe this would fall under educating voters concerning voting procedures, voting rights, and voting technology but would purchasing social media ads be permissible so long as they contained educational material? In that same vein, would hosting virtual town halls and using the funding to purchase cameras and a platform be permissible? I think this was the case with CARES but I feel some who missed out may want to try doing this now.
   Yes.

6. Can funds be used to purchase "Stand alone" internet connectivity – cameras for live streaming of meetings, trainings, etc.
   Yes.

7. Is it permissible to install glass barriers, push button entry, more security cameras, etc. with HAVA funds?

Exhibit 2 Page 4

Yes. If the security items are installed in areas commonly used by other county agencies, only the cost of the work done in the elections area can be paid for with HAVA funds

8. Can this money go to recurring expenses such as security (that requires a monthly fee)?
   The answer depends on the expense. If, for example, the elections board installs security cameras in the elections area, and recurring fees are required to store and access the video feeds, then HAVA funds can be used.

9. Can HAVA funds be used for a curbside wireless bell notification systems – where the potential curbside voter can push a button or drive over a sensor, wirelessly alerting the poll workers of their presence?
   Yes.
10. Regarding a hotline – Can the funds be used to pay costs from our phone vendor to set up the hotline or a phone bank that is physically staffed?
   Yes.
11. Can HAVA funds be used to purchase a DS450?
   Yes.
12. Can HAVA funds be used to purchase a second (backup) ElectionWare system?
   Yes.
13. Can HAVA funds be used to purchase dollies for Balotar printers?
   Yes.
14. Can HAVA funds be used to purchase MiFi jetpacks?
   Yes.
15. Can HAVA funds be used to purchase power strips and extension cords?
   Yes.
16. Can HAVA funds be used to purchase letter opener machines?
   Yes.
17. Can HAVA funds be used to purchase walkie talkie radios for curbside voting at One-Stop sites?
   Yes.
18. Can HAVA funds be used to purchase canopy tents for curbside voting at One-Stop sites?
   Yes.
19. Can HAVA funds be used to purchase tabletop voting booths for provisional voting?
   Yes.
20. Can HAVA funds be used to purchase generators?
   Yes.
21. Can HAVA funds be used to purchase extra blue bins for DS200s?
   Yes.
22. Can HAVA funds be used to purchase 8gb USB sticks for DS200s?
   Yes.
23. Can HAVA funds be used to purchase a ballot-on-demand system?
   Yes.

Exhibit 2 Page 5

NORTH CAROLINA STATE BOARD OF ELECTIONS
HAVA FAQS – PERMISSIBLE AND IMPERMISSIBLE USES

24. Can HAVA funds be used to purchase paper-folding machines?
    Yes.
25. Can HAVA funds be used to purchase an alarm system?
    Yes.
26. Will there have to be a security assessment done by the SBE to determine which security issues on the report need to be done and which ones don't?
    No.
27. What will the counties be required to do as far as security measures first with the HAVA funds before using it for other things. Who will make the determination on those security features that need to be done and who will see that they actually do them?
    County boards of elections are ultimately responsible for determining which HAVA-eligible expenditures to make with their county HAVA funds. Counties report their expenditures, with receipts, to the State when invoicing for reimbursement. Reports of all expenditures made by the State and county boards are reported to the U.S. Election Assistance Commission.

Exhibit 3 Page 1

Maintaining voter confidence. Enhancing the voter experience.

Granville County, NC BOE
Purchase Proposal Quote
Submitted by Election Systems & Software

Purchase Solution Includes:

Quantity	Item Description	Price
	Tabulation Hardware	
	Model DS200 Precinct Scanner:	
27	Model DS200 WITHOUT Ballot Box or Carrying Case (Includes Scanner, Internal Backup Battery, Paper Roll and One (1) Standard 4GB Memory Device)	$135,945.00
27	Model 100 to DS200 Steel Ballot Box Conversion Kit	Per Quote
27	DS200 Hard Case (Briefcase Style)	$5,940.00
50	Paper Roll (Additional)	$87.50
27	Tote Bin	$6,075.00
10	Standard 4GB Memory Device (Additional)	$1,050.00
	Model DS450 High Speed Digital Image Scanner:	
1	Model DS450 (Includes Scanner, Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, and Two (2) Standard 8GB Memory Devices)	$49,950.00
2	Standard 8GB Memory Device (Additional)	$420.00
	ExpressVote Ballot Marking Device:	
23	ExpressVote BMD Terminal (Includes Terminal, Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, and One (1) Standard 4GB Memory Device)	$76,475.00
23	Soft-Sided Case	$4,025.00
	ExpressVote Add-Ons:	
5	ExpressVote Blank Ballot Card Stock - 14" (250 per pkg)	$118.75
	Software	
1	ElectionWare Software - Base Package - Reporting Only (ERM)	No Charge Upgrade
1	Media Burn Capability	No Charge Upgrade
	Election Services	
3	Implementation Services (Does not include Coding, Voice Files or Ballots)	$5,100.00
X	Equipment Operations Training	
X	DS450 Training	
X	Software Training	
1	Election On-Site Support	$4,675.00
X	Equipment Installation	$7,445.00
X	1 Year Hardware and Firmware Warranty	Included
	Shipping & Other	
X	Shipping and Handling	$4,855.00
X	Customer Loyalty Discount and Trade-In Allowance. Equipment Being Traded-In by Customer Includes: 27-Model 100 Scanner 1-Model 650 Scanner - Visible Green 23-AutoMARK	($36,373.58)
	Total Purchase Solution	**$265,787.68**
	Payment Terms	
	Amount due within thirty (30) calendar days of contract execution:	$132,893.84
	Amount due within thirty (30) calendar days of delivery of Hardware and/or Software:	$132,893.84

Footnotes:

1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
2. Rates valid for 60 days and thereafter may change.
3. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
4. The quantity of service days reflects a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.
5. Annual Software License, Maintenance and Support Services for the Electionware Software quoted above will be invoiced upon expiration of Customer's current Software License Maintenance and Support Services Agreement.

Exhibit 3 Page 2

Maintaining voter confidence. Enhancing the voter experience.

Granville County, NC BOE
Purchase Proposal Quote
Submitted by Election Systems & Software

Purchase Solution Includes:

Quantity	Item Description	Price

6. ES&S will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. ES&S is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.

Exhibit 4 Page 1

Maintaining voter confidence. Enhancing the voter experience.

Granville County, NC BOE
Purchase Proposal Quote
Submitted by Election Systems & Software

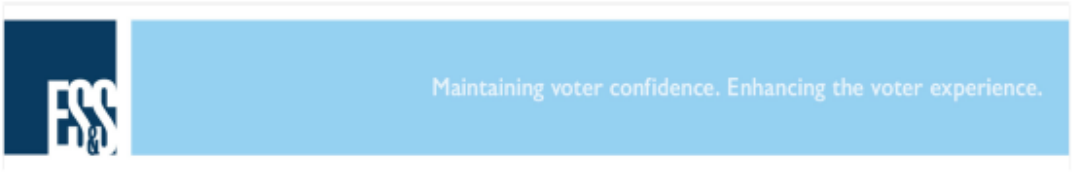
Purchase Solution Includes:

Quantity	Item Description	Price
	Tabulation Hardware	
	Model DS200 Precinct Scanner:	
27	Model DS200 (Includes Scanner, Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bin, Paper Roll and One (1) Standard 4GB Memory Device)	$155,250.00
50	Paper Roll (Additional)	$87.50
27	Tote Bin	$6,075.00
10	Standard 4GB Memory Device (Additional)	$1,050.00
	Model DS450 High Speed Digital Image Scanner:	
1	Model DS450 (Includes Scanner, Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, and Two (2) Standard 8GB Memory Devices)	$49,950.00
2	Standard 8GB Memory Device (Additional)	$420.00
	ExpressVote Ballot Marking Device:	
23	ExpressVote BMD Terminal (Includes Terminal, Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, and One (1) Standard 4GB Memory Device)	$76,475.00
23	Soft-Sided Case	$4,025.00
	ExpressVote Add-Ons:	
5	ExpressVote Blank Ballot Card Stock - 14" (250 per pkg)	$118.75
	Software	
1	ElectionWare Software - Base Package - Reporting Only (ERM)	No Charge Upgrade
1	Media Burn Capability	No Charge Upgrade
	Election Services	
3	Implementation Services (Does not include Coding, Voice Files or Ballots)	$5,100.00
X	Equipment Operations Training	
X	DS450 Training	
X	Software Training	
1	Election On-Site Support	$4,675.00
X	Equipment Installation	$7,445.00
X	1 Year Hardware and Firmware Warranty	Included
	Shipping & Other	
X	Shipping and Handling	$4,990.00
X	Customer Loyalty Discount and Trade-In Allowance. Equipment Being Traded-In by Customer Includes: 27-Model 100 Scanner 27-Model 100 Ballot Box 1-Model 650 Scanner - Visible Green 23-AutoMARK	($50,800.00)
	Total Purchase Solution	**$264,861.25**
	Payment Terms	
	Amount due within thirty (30) calendar days of contract execution:	$132,430.63
	Amount due within thirty (30) calendar days of delivery of Hardware and/or Software:	$132,430.63

Footnotes:

1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
2. Rates valid for 60 days and thereafter may change.
3. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
4. The quantity of service days reflects a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.
5. Annual Software License, Maintenance and Support Services for the Electionware Software quoted above will be invoiced upon expiration of Customer's current Software License Maintenance and Support Services Agreement.

Exhibit 4 Page 2



Granville County, NC BOE
Purchase Proposal Quote
Submitted by Election Systems & Software

Purchase Solution Includes:

Quantity	Item Description	Price

6. ES&S will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. ES&S is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.

Exhibit 5 Page 1



Election Systems & Software, LLC
11208 John Galt Blvd
Omaha, NE 68137

EVS 5.2.4.0 Reporting Standard, Standalone EMS

System Purchase Order

February 19, 2021

Granville County, NC BOE 210
208 Wall Street
Oxford, NC 27565

Quantity	Part Number	Description	Price	Ext. Price
		EMS WORKSTATION		
1	5050	**DELL OPTIPLEX 5050 (DESKTOP)**	$1620.00	$1620.00
		• OptiPlex 5050 SFF XCTO • Intel Core i5-6500 Processor (Quad Core, 6MB, 4T, 3.2GHz, 65W) • OptiPlex 5050 SFF with 180W up to 85% efficient Power Supply (80Plus Bronze) • TPM Enabled • 8GB DDR4 2400MHz (8GBX1) Memory • 3.5 inch 500GB 7200rpm Hard Disk Drive • AMD Radeon R5 430, 2GB (DP, SL-DVI-I) • DVD+/-RW Bezel, Small Form Factor • No Out-of-Band Systems Management • Chassis Intrusion Switch SFF • Dell KB216 Wired Multi-Media Keyboard English Black • Dell MS116 Wired Mouse, Black • Adobe Reader 11 • Waves Maxx Audio • Windows 7 Professional English 64bit DT (Includes Windows 10 Pro License, Microsoft Volume License Only) • Intel Core i5 Processor Label • Dell Limited Hardware Warranty Plus Service • ProSupport: Next Business Day Onsite 3 Years • ProSupport: 7x24 Technical Support, 3 Years • Dell 22 Monitor | P2217H		
1	F88871	**SYMANTEC ENDPOINT PROTECTION 14.0.1**	$61.00	$61.00
1	F88871	**UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP, 850VA (WORKSTATIONS)** - *Optional*	$147.00	$147.00
		MISCELLANEOUS COMPONENTS		
1	F88871	**BROTHER HL-L6400DW B/W DUPLEX LASER PRINTER** - *Optional*	$462.00	$462.00
1	F88871	**LD 6' USB 2.0 A-B CABLE,T,IVOTR,RTAL 6' USB CABLE**	$4.00	$4.00
		SERVICES		

Exhibit 5 Page 2

1	510210	**STANDALONE EMS INSTALLATION**
		• Staging of EMS workstations at ES&S Technical Services lab.
		  o Includes the installation, configuration, and testing of EMS workstation.
		• Equipment is shipped to customer location.
		  o Physical installation of workstation and related hardware (Printer, UPS, etc.) performed by customer.
		• EMS installation summary documentation provided to customer upon completion of installation.
			$1,400.00	$1,400.00

		ORDER TOTAL		*$3,694.00*

Invoicing and Payment Terms:
100% of Order Total Due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of corresponding ES&S Invoice.

Note 1: Pricing of purchase order is valid for 30 days due to fluctuating pricing in 3rd party hardware and software. Agreements will need to be updated if not executed within 30 days.
Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.
Note 3: Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
Note 4: Shipping and Handling is not included in the Order Total and will be invoiced separately.
Note 5: Network Cabling is not included.

Customer acknowledges that ES&S is purchasing the third-party items set forth herein ("Third Party Items") for resale to Customer, and that the proprietary and intellectual property rights to the Third-Party Items are owned by parties other than ES &S ("Third Parties"). Customer further acknowledges that except for the payment to ES& S for the Third-Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the Third-Party Items which are provided to ES &S.

Customer Signature Date

Title

Exhibit 5 Page 3

Maintaining voter confidence. Enhancing the voter experience.

Granville County, NC BOE
Purchase Proposal Quote
Submitted by Election Systems & Software

Purchase Solution Includes:

Quantity	Item Description	Price
	Tabulation Hardware	
	Model DS200 Precinct Scanner:	
27	Model DS200 (Includes Scanner, Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bin, Paper Roll and One (1) Standard 4GB Memory Device)	$155,250.00
50	Paper Roll (Additional)	$87.50
27	Tote Bin	$6,075.00
10	Standard 4GB Memory Device (Additional)	$1,050.00
	Software	
1	ElectionWare Software - Base Package - Reporting Only (ERM)	No Charge Upgrade
1	Media Burn Capability	No Charge Upgrade
	Election Services	
2	Implementation Services (Does not include Coding, Voice Files or Ballots)	$3,400.00
X	Equipment Operations Training	
X	Software Training	
1	Election On-Site Support	$4,675.00
X	Equipment Installation	$3,105.00
X	1 Year Hardware and Firmware Warranty	Included
	Shipping & Other	
X	Shipping and Handling	$3,310.00
X	Customer Loyalty Discount and Trade-In Allowance. Equipment Being Traded-In by Customer Includes: 27-Model 100 Scanner 27-Model 100 Ballot Box	($23,275.38)
	Total Purchase Solution	**$153,677.12**
	Payment Terms	
	Amount due within thirty (30) calendar days of contract execution:	$76,838.56
	Amount due within thirty (30) calendar days of delivery of Hardware and/or Software:	$76,838.56

Footnotes:

1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
2. Rates valid for 60 days and thereafter may change.
3. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
4. The quantity of service days reflects a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.
5. Annual Software License, Maintenance and Support Services for the Electionware Software quoted above will be invoiced upon expiration of Customer's current Software License Maintenance and Support Services Agreement.
6. ES&S will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. ES&S is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.

Exhibit 6 Page 1

NORTH CAROLINA
STATE BOARD OF ELECTIONS

Mailing Address:
P.O. Box 27255
Raleigh, NC 27611

(919) 814-0700 or
(866) 522-4723

Fax: (919) 715-0135

Standards for Simulated Election

Adopted by the State Board of Elections on July 31, 2020

Authority

G.S. § 163-165.9(a)(3)(b), as amended by Part IV of Session Law 2019-239, authorizes a county board of elections to test new voting equipment "during a simulated election, in accordance with standards established by the State Board." The simulated election may be conducted in lieu of testing a new voting system during an election in at least one precinct in the county where the voting system would be used if adopted and acquired.

Standards

A county board of elections conducting a simulated election before approving the adoption and acquisition of any voting system shall complete the following procedures:

1. One standard test election shall be coded by precinct with 25 precincts and the following additional "administrative polls": absentee by mail, provisional, election day transfer and at least three one-stop sites. Contests will model actual election contests and include at least the following: federal partisan single-seat contests; state partisan single-seat contests, including unaffiliated candidates and at least one qualified write-in; county partisan single-seat and multi-seat contests; nonpartisan single-seat and multi-seat contests which allow write-ins; and at least one referendum question.
2. If applicable to the voting system being tested, a second sample election will be coded by style with the same criteria listed in paragraph 1.
3. The county board shall use equipment and coding for as many precincts as exist in the county or 25 precincts, whichever is fewer. Additionally, the county shall test all administrative polls, including at least one one-stop site per ten precincts up to a maximum of three one-stop sites. A minimum of 200 ballots per precinct shall be printed. The county board will set up all necessary voting equipment, and testing personnel shall vote simulated election ballots according to standard ballot marking instructions for the purpose of ensuring that the system is operating properly and has been programmed to count votes accurately.
4. After all simulated voting sites have been opened, voted, and closed, the county board will import results into the election management software, print reports, and compare results against the tabulator results tapes.

5. The State Board of Elections will provide the county board of elections at least two sites chosen at random for a hand-eye sample audit. With each chosen site, the highest contest on the simulated election ballot and one other contest selected at random will be audited.
6. County board of elections members and staff may conduct the simulated election. If possible, the county board of elections shall include precinct officials in the simulated election event. The public shall be invited and may observe the simulated election event.
7. All records, ballots, and related documents for the simulated election shall be retained for 5 years after the testing event and in accordance with the Records Retention and Disposition Schedule for County Boards of Elections as issued by the North Carolina Department of Cultural Resources, specifically item 23, "Voting Machine Lists, Testing Records and Certifications."
8. If the county board of elections seeks approval from the State Board to replace the current voting system with the system tested in the simulated election, the following documentation shall be provided with the request as evidence of the simulated election:
   a. Summary election results report(s);
   b. By precinct election results report(s); and
   c. Copies, or a link to digital copies, of tabulator results tapes.

Granville County Administration

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

To: Board of Commissioners
From: Korena Weichel
Department: Administration
Date: March 3, 2021
Title: **Open Broadband Tower Agreement for Wilton Tower**

PURPOSE:

To consider approval of an Open Broadband, LLC Tower Agreement for collocation of fixed wireless open broadband equipment on the Wilton Tower located at 2555 Highway 96 South, Franklinton.

BACKGROUND:

In continuation of their focus to create a broadband strategy to serve the citizens of Granville County which began in 2017 as a regional effort between Granville, Franklin, and Vance counties, the Granville County Board of Commissioners authorized a service agreement with Open Broadband, LLC during their regular meeting held on June 12, 2019. The agreement provided key elements for increasing access to broadband within the County.

The service agreement includes a commitment for $152,000 in grant funding per year for 4 years ($608,000 over 4 years) payable to Open Broadband, LLC to provide fixed wireless service within the County and requires County approval for any installations of broadband service equipment (antennas, radios, dishes; routers, switches) on County property. The request for approval of the Tower Agreement on this meeting agenda is based on that contractual requirement. A copy of the executed service agreement is attached for reference.

The first Tower Agreement related to the Open Broadband, LLC commitment was approved for the Oak Hill Tower at the Board of Commissioners November 16, 2020 meeting. The Wilton Tower was the second location identified for broadband equipment. Kimley-Horn and Associates, Inc. has conducted a structural analysis of the tower's capacity and created construction drawings for plan review purposes. Those documents are included as Attachment 1 of the Tower Agreement.

All documentation was provided to CityScape and Granville County Building Inspections for review and permitting. CityScape has completed their review with a recommendation to approve; Granville County Building Inspections is expected to issue the zoning permit by the end of this month.

Following approval of the Tower Agreement and permitting by Granville County Inspections, Open Broadband LLC will work to schedule installation.

FUNDING:

Funding for the annual commitments required by the original agreement is included in the fiscal year general operating budget. There is no additional funding required for the Tower Agreement under consideration this evening.

RECOMMENDATION:

The Assistant County Manager and County Manager recommend approval of the Open Broadband, LLC Tower Agreement for the Wilton Tower pending issuance of a zoning permit by the Granville County Inspections Department.

ATTACHMENTS:

Open Broadband Service Agreement (Approved June 12, 2019)
Open Broadband, LLC Tower Agreement for Wilton Tower (Draft)

ACTION TAKEN:

AGREEMENT

THIS AGREEMENT (the Agreement or Grant Agreement) is made effective the **1st** day of **July 2019 (the effective date)** by and between **Open Broadband, LLC** (hereinafter referred to as OB, LLC), and **Granville County** (hereinafter referred to as the COUNTY), North Carolina, a body politic and corporate. OB, LLC and the COUNTY (together "the Parties") hereby agree as follows.

WITNESSETH:

THAT WHEREAS, G.S. 153A-349.60 as amended from time to time authorizes counties to provide grants to unaffiliated qualified private broadband companies to provide broadband to unserved areas of the COUNTY for economic development in the COUNTY; and

AND WHEREAS, the COUNTY issued a Request for Proposals pursuant to NCGS 160A-340.60 (c) on August 7, 2018, for purposes of contracting to increase access to broadband in the COUNTY; and

AND WHEREAS, OB, LLC submitted a response to COUNTY proposing expanding service to unserved areas of COUNTY; and

AND WHEREAS, several scientific studies have concluded that internet connectivity is necessary to operate small businesses, including home-based business and to provide educational services for students and adults to make them competitive in today's modern business environment; and

AND WHEREAS, Governor Roy A. Cooper, on March 14, 2019 issued Executive Order No. 91 further recognizing the necessity of broadband access to support and develop economic development, among other things, within a County; and

AND WHEREAS, COUNTY has determined through professional analysis the areas within the COUNTY which lack sufficient broadband service to meet the needs of government, residences and commercial businesses; and

AND WHEREAS, OB, LLC has agreed to provide service to the areas within the COUNTY which currently lack service and pursuant to the provisions of this contract, OB, LLC will potentially utilize assets owned by COUNTY and municipalities contained within in the COUNTY; and

AND WHEREAS, COUNTY intends to award grants of up to $152,000 per year, appropriated and confirmed annually by County Commission, for four years (Fiscal years 2020, 2021, 2022, 2023) to OB, LLC, contingent on establishing and executing a satisfactory contract, established milestones and deliverables; and

AND WHEREAS, OB, LLC has agreed to provide an estimated over $760,000 per year for four years in investment of labor, materials, networking equipment, wireless access equipment, engineering, project planning, project management, installation of broadband service in the COUNTY and other administrative expenses incurred by OB, LLC in its deployment of broadband service in the COUNTY. This deployment is intended to cover the entirety of the County with a focus on areas where government, residences and commercial businesses have been demonstrated to lack broadband service. This investment will meet the fiscal matching requirement of the RFP (the terms of which are hereby incorporated herein by reference) and deliver service to the unserved area of the county as estimated in the RFP proposal;

NOW, THEREFORE, the Parties wish to begin the project, 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. Scope of Program.

   OB, LLC shall develop, perform and complete the work set out in Exhibit A (hereinafter referred to as the Project), such Project being that work described in Exhibit A (the Project Summary) and Exhibit D (The OB, LLC RFP response and response to questions), for the COUNTY, and having the following goals and objectives:

   a. To increase broadband access and the number of homes with broadband service in unserved areas within the COUNTY, as illustrated in Exhibit B for the term of this agreement;

   b. To design, engineer and install broadband service by means of OB, LLC's Fixed Wireless broadband network for the unserved areas of the COUNTY;

   c. Subject to reasonably acceptable technical limitations, to provide all access services made in COUNTY at speeds of at least 25Mbps download and 3Mbps upload, with availability of options that exceed the Federal Communications Commission's current definition of broadband, which is 25Mbps download and 3Mbps upload standard, given signal quality and Line of Sight required by manufacturer to obtain modulation to support faster speeds;

2. Changes in the Project.

   a. If changes to the work timeline, included in Exhibit A, are needed by OB, LLC, OB, LLC must notify the COUNTY within ten business days of determining that a change or extra work is needed. These changes are subject to County approval.

   b. All equipment, unless otherwise excepted, necessary for the operation of the Project will be maintained by OB, LLC for at least 3 years after the final COUNTY grant funds have been paid. Abandoning locations where wireless equipment has been placed will be discussed with the COUNTY. If OB, LLC desires to cease operation at a location where wireless broadband equipment has been placed, OB, LLC shall notify the COUNTY of this desire to cease operation within 10 business days of the decision to cease operation at the location and at least thirty (30) days in advance of the ceasing of operation at the location.

   c. OB, LLC shall notify the COUNTY of any equipment, network, or other operational failure as well as provide notification of when the equipment, network or operation failure is resolved. This is in accordance with Section 10 b of the agreement which requires this incident reporting.

   d. OB,LLC shall immediately notify the COUNTY of any change in financial condition or applicable law, or any other event, which may significantly affect its ability to perform the Project in accordance with the provisions of this Paragraph. Any grant funds associated with this part of the Project will be returned to the COUNTY.

   e. The COUNTY shall immediately notify OB, LLC of any change in financial condition or access to physical assets which may significantly affect its ability to perform its duties under the this Agreement. In the event of a significant change, the COUNTY will no longer be responsible for the costs associated with the part of the project impacted by the change. A change in financial condition, for the purposes of this Agreement, shall include non-appropriation of funds of the grants during the first four years of this

Agreement, by the COUNTY Board of Commissioners.

f. Changes in the Grant Proposal as accepted by the COUNTY, financing or other material supporting the Grant Proposal must be submitted to, and be approved by the COUNTY prior to becoming effective. To the extent any such changes negatively affect the deliverables or satisfying the objectives of this Agreement, the COUNTY may suspend funding pending a determination that continued financial support is consistent with its goals; or terminate the award and further performance and be repaid all grants previously disbursed under this agreement.

3. Term of Agreement.

The effective period of this Agreement shall commence on the Effective Date, upon completion by the Parties' authorized signatories, and shall terminate on the **30th day of June, 2026** (the Termination Date), if funds are not spent and it is mutually agreeable by both Parties. Termination may also occur sooner as stated under Paragraph 13.

4. Funding.

a. Subject to the terms of this agreement, the COUNTY agrees to provide grants to OB, LLC an amount not to exceed **$152,000** per year for Fiscal Years 2020, 2021, 2022 and 2023 for the purpose of expanding broadband service in unserved areas for economic development in the COUNTY. The appropriation of Grant funds must be confirmed annually by the COUNTY Board of Commissioners. The Grant funds shall be disbursed as set forth in Exhibit A.

b. COUNTY funds cannot be used for building acquisition, major building renovation, or any form of rent, lease, mortgage payments, or any service that may be used to serve individuals living outside of the COUNTY. The COUNTY funds can be used for rental of vertical facilities (including privately owned communications towers, water towers and public safety communication towers) storage facilities and co-location facilities necessary for the delivery of broadband services to business, residential and government customers in the COUNTY. OB, LLC hereby represents and warrants that all such sums as may be awarded under this grant shall be utilized exclusively for the purpose of the Project.

c. In the event OB, LLC breaches any of the covenants or agreements contained in this Agreement, in addition to any other damages and rights held by the COUNTY, OB, LLC agrees to repay to the COUNTY the sums awarded under the Grant and delivered pursuant to this Agreement. If the breach is associated with a specific portion of the grant, OB, LLC agrees to repay the COUNTY the amount associated with the breach.

d. For purposes of the funding, OB, LLC agrees to provide broadband service, at the agreed upon rates to COUNTY residents and businesses in the areas identified as unserved for the term of this agreement.

e. **Reimbursement and Refund** – If OB, LLC ceases service as contemplated herein, in within seven years after the first payment of these Grants, for any reason other than nonperformance by the County of its covenants under this Agreement then, at the County's request, OB, LLC will refund to the County, a percentage of the Grants previously paid to OB, LLC, in each case depending on the year in which the Company ceases services as determined in the following table and forfeits the right to receive any further grant payments:

Year	Reimbursement Percentage

1-5	100%
6	50%
7	40%

In cases of proof of financial hardship, OB, LLC may propose to reduce service in select neighborhood areas of the COUNTY. These neighborhood areas of the COUNTY are defined as areas served by micro-PoPs or small form factor Rohn Towers. This reduction in service shall not impact the overall coverage map in exhibit A. OB, LLC will provide sufficient detail to display that continued operation of current service levels in the neighborhood area subject to reduced service will result in significant operating losses for OB, LLC that impact the overall profitability and sustainability of OB, LLC operation in the COUNTY. The COUNTY and OB, LLC agree to work together for a 180 day period in attempts to increase demand for OB, LLC services in the neighborhood area of proposed service reduction. If attempts to increase demand for OB, LLC are not successful, OB, LLC will be able to reduce service without reimbursement of previously allotted funds. OB, LLC agrees to redeploy the equipment serving the area of reduced service into another area of the COUNTY where enhanced service is required.

f. **Adverse Change** – The parties acknowledge that the Project is mutually beneficial and supports the substantial investments in the Project by each party as outlined herein. The Project, including the Grant payments in inducement thereof, is based on current laws, policies, regulations and commitments. If during the term of the Project, the benefits to the parties as contemplated herein are successfully challenged or are adversely affected by changes resulting from legislative changes or administrative or judicial interpretation of laws, policies or regulations, the parties will, to the extent permitted by law, amend the Project and the grants so the parties receive at least the same benefits contemplated herein as if such laws, policies, regulations and commitments, or the interpretations thereof, have not changed.

g. **Changes in Law** - In the event any applicable County ordinance or policy applicable to OB, LLC adversely affects or impacts the effective operation of the Project, the County will consider amending such ordinance or policy to facilitate effective operation of the Project, so long as such amendment is in the interest of the County and the public.

h. **Further Action** – The parties acknowledge that the terms of the Project and the grants and other assistance received are subject to further actions legally necessary under North Carolina law to implement the Agreement in a lawful manner. The parties agree that if this Agreement is challenged in a court of law, they shall cooperate in defense of Agreement.

5. **Title to Equipment.**

Title to equipment acquired by OB, LLC with funds from this Agreement shall vest in OB, LLC and become part of its overall network infrastructure.

a. OB, LLC may grant ownership of equipment to the COUNTY if it is determined that COUNTY ownership of equipment is necessary for placement of equipment on certain Federal, State, County or Municipal Government properties. In cases where COUNTY ownership is required due to this circumstance, ownership will revert to OB, LLC if equipment is removed from the Federal, State, County or Municipal property.

b. OB, LLC shall use the equipment for the purposes of this Agreement as long as needed, and for the purposes of this Grant Agreement.

c. OB, LLC will immediately notify the county of repairs needed on county-owned equipment.

d. OB, LLC shall have reasonable 24/7 physical access to equipment located on county property.

6. Independent Status of OB, LLC

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 the COUNTY and OB, LLC. It is further agreed that except for the rights expressly granted to the COUNTY in this Agreement, the COUNTY shall have no proprietary rights in the Project.

b. The Parties acknowledge that OB, LLC is an independent entity. OB, LLC shall not represent itself as an agent of the COUNTY; nor shall the Agreement be construed so as to make OB, LLC an agent of the COUNTY. OB, LLC shall not have the ability to bind the COUNTY to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability. OB, LLC shall be responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. OB, LLC 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 OB, LLC are its sole responsibility, and the COUNTY shall not be liable for OB, LLC's payment of any obligations incurred in the performance of the Project.

c. OB, LLC has not entered into any contract or established any understanding with a third party that is, or may be, considered a subgrantee under N.C.G.S. 143C-6-23. Further, OB, LLC shall not enter into any contract with a subgrantee without first giving notice to the COUNTY and obtaining approval of the COUNTY for such an agreement.

7. Method of Payment

a. The initial grant payment will be made in accordance with the submission of the coverage map referred to in Exhibit A of this Agreement by OB, LLC and the COUNTY.

b. Subsequent grant payments will be made subject to the annual grant amount listed in Exhibit A and proof of completion of milestones listed in the Budget and Timeline for Grants in Exhibit A and submission of reporting listed in section 10 b of this agreement. The summary page of the request should describe each item, itemizing each cost by category and provide a total requested disbursement amount. Categories eligible for reimbursement are as follows: General and Administration (subject to limitations of Section 4 b.); Engineering; Equipment; Networking Equipment; Wireless Equipment; Labor (Installation and Testing); Planning; and Survey.

The request for disbursement of grant funding is subject to Paragraph 21 herein, and may include cost and expense information associated with proprietary information in OB, LLC's Proposal including specific locations of high speed service, access lines, or transport type within the service areas. The requests for disbursement of grant funding will not be processed, if all required progress reports have not been received. Payment will be delivered by the COUNTY within thirty (30) days after approval of OB, LLC's written request for payment, which request shall certify that OB, LLC has performed the required work under this Agreement and that it is entitled under the terms of this Agreement to receive the amount so requested. OB, LLC shall be notified within 30 days whether the request has been accepted or denied.

c. OB, LLC must maintain full, accurate, and verifiable accounting records to support the

preparation of financial statements in conformity with Generally Acceptable Accounting Principles (GAAP). Expenditures must be consistent with the Project Budget and must be used for eligible items as described in the Request for Proposals for this project. All payments will be made based on demonstrated need and satisfactory progress towards the goals of the grant. (See Exhibit C for reporting schedule.)

d. Any changes in the Project Budget or payment must be made consistent with paragraph 10 below.

8. Allowable Expenditures

Expenditures for travel, conferences, software or equipment that are not within the deliverables and payment schedule annexed hereto and as presented in the Grant Application are not permitted expenses of this Grant Agreement.

9. Obligation of Funds.

Funds provided by the COUNTY may not be utilized for expenses incurred by OB, LLC prior to the Effective Date or subsequent to the Termination Date. All unpaid obligations incurred prior to the Termination Date shall be paid and satisfied by OB, LLC within thirty (30) days thereafter. Prior approval shall not be required for changes that affect the approved budget unless a budget category is exceeded by five (5) percent or $500.00, whichever is greater. Any changes in the approved budget that would result in the addition or deletion of a budget category shall require prior approval from the COUNTY.

10. Reports.

a. OB, LLC will furnish the COUNTY with detailed written deployment progress reports as specified in Exhibit C.

b. Upon execution of this Grant agreement, OB, LLC will furnish the COUNTY and OB, LLC customers in the COUNTY with a link to a reports that contains the following information updated quarterly: (March 31, June 30, September 31, December 31 or if a weekend, the next business day):

* Number of residential customers served;

* Number of business and government customers served;

* Number of business and government customers served who have received service credits under the following schedule:

Network Uptime – Wireless circuit

Length of 100% packet loss	**Credit Against Monthly Services**
0 - 120 minutes	0%
120-240 minutes	10%
240-360 minutes	25%
360 minutes and above	50%

* A map showing locations of business, government and residential customers. Can be in google maps or similar format;

* A map showing the frequency used to deploy service for each main and feeder antenna/radio;

* Age of the OB, LLC network equipment and wireless equipment used to provision broadband service in this sector and expected upgrade date of equipment;

* Equipment firmware and software upgrades since the last reporting period;
* Number of service tickets opened per sector;
* Mean Time to Respond to Service Tickets;
* Mean Time to Repair or resolve Service Tickets;
* If Service Tickets yield recurring issues, such as connection delay or compromised video conferencing; video streaming or voice quality, the COUNTY reserves the right to ask for the following details regarding the following network performance statistics:
    - Uptime statistics for OB, LLC broadband service in all sectors of the COUNTY. Sectors will be defined during the deployment of service, but in general a sector will be defined by a main feeder vertical location that is fed by a fiber backhaul service;
    - Latency statistics for broadband service in all sectors of the COUNTY. Sectors will be defined during the deployment of service, but in general a sector will be defined by a main feeder vertical location that is fed by a fiber backhaul service;
    - Broadband speed test statistics for main towers in all sectors of the COUNTY Sectors will be defined during the deployment of service, but in general a sector will be defined by a main feeder vertical location that is fed by a fiber backhaul service. Speed test can be performed at each main tower;
    - Capacity use statistic for main tower locations in all sectors of the COUNTY;
* Amount of funds spent and the amount of grant funds spent per sector, broken down into labor, materials, engineering, project planning, project management, installation of broadband service in the sector and other administrative expenses;
* Written summary of the project's status; including challenges;
* Outlook on next 3- 6 months;
    - OB, LLC, as part of this Outlook, shall present and adhere to a broadband equipment upgrade plan that includes refreshing the broadband service equipment (defined as routers, switches; antennas; radios and all other equipment necessary to make broadband service operational for government, commercial business and residential customers) which serves all sectors within 4 years of the introduction of next generation broadband service equipment by OB, LLC's preferred vendor. At no time, shall OB, LLC's broadband service equipment be more than two generations older than the current broadband service equipment offering by its preferred vendor

c. The reports referred to in Paragraph 10(a and b) above shall describe the progress made by OB, LLC toward achieving the purpose(s) for which the funds were awarded, and address the successes and problems encountered during the reporting period.

d. Failure to submit a required report by the scheduled submission date will result in the

withholding of any subsequent grant payment until the COUNTY is in receipt of the delinquent report.

e. All funds granted to OB, LLC under this Agreement are awarded at the direction of COUNTY. Accordingly, OB, LLC acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C.G.S. § 143C-6-23 et. seq., Non-State Entities Receiving State Funds or N.C.G.S §159-34, The Local Government 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 OB, LLC, and are subject to change from time to time. In addition to the audit and reporting requirements mandated by the State of North Carolina, OB, LLC agrees to comply with any requests made by the COUNTY from time to time for other financial and organizational materials to permit the COUNTY to comply with its fiscal monitoring responsibilities.

f. OB, LLC agrees that within thirty (30) days after the termination of this Agreement, a final report (see Exhibit C) shall be submitted to the COUNTY that describes the activities and accomplishments of the Project. The COUNTY may request from OB, LLC certain information that will assist with evaluation of the short and long- range impact of its programs. OB, LLC recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide such information as requested.

11. **Unauthorized Use of COUNTY Grant Funds**

If the COUNTY finds that OB, LLC has used grant funds for an unauthorized purpose, or in a manner not agreed and approved as provided in this Agreement, the COUNTY shall report such findings to OB, LLC for explanation and potential resolution. If not resolved in ten (10) business days, COUNTY will provide notice to the County Attorney for action. Funds shall not be disbursed to OB, LLC, if OB, LLC fails to comply with the reporting requirements of this Agreement.

12. **Use of COUNTY Property**

OB, LLC shall request use of COUNTY property and access to COUNTY services through the COUNTY key point of contact and using the request forms in Exhibit E of this agreement.

The COUNTY is not obligated to grant any OB, LLC request. If the request is granted, OB, LLC will execute COUNTY's property occupancy and services use agreements (Exhibit F) of this agreement.

There are two types of requests:

a. Request for COUNTY services-OB, LLC will request access to COUNTY services to include, but not be limited to: lift trucks with operators and other labor, loader or backhoe with operators and other labor, through the COUNTY established process. This will include OB, LLC agreeing to any and all service request agreements deemed necessary by the COUNTY. COUNTY will have the sole right to accept or reject any OB, LLC service request.

The service request shall include:

* the dates and estimated times the service will be required;
* a detailed description of the task that will be complete;
* any and all required maps or diagrams that are included with work containing a level of detail necessary to successfully complete the task;

* the OB, LLC point of contact who will be present at the site of service
* the market value based on past service at other sites, as projected by OB, LLC of the service provided.

The COUNTY and OB, LLC will agree to market value and, if the COUNTY grants access to the service, this amount will be deducted from the COUNTY's grants obligation to OB, LLC.

The COUNTY, if the COUNTY grants access to the service, will provide supervision for the equipment operator(s) and other labor providing the service. The equipment operator(s) and other labor will be supervised solely by the COUNTY supervisor.

b. Request for COUNTY Property-OB, LLC will request access to place broadband service equipment or to construct towers or both on COUNTY property through a COUNTY property request process. COUNTY will have the sole right to accept or reject any OB, LLC property request.

The OB, LLC will include a detailed description of the planned installation on COUNTY property, including;

* any and all required maps or diagrams that are included with work containing a level of detail necessary to successfully complete the task including any ground disturbance for the installation of towers or any attachment procedures for the installation of broadband equipment on the COUNTY facility;
* structural details as depicted in engineering plans and specifications of tower to be placed on COUNTY property or broadband equipment and support equipment being attached to COUNTY property including size (length, width and height),
* weight of the broadband service equipment and weight of the broadband equipment support gear;
* evidence that the towers; broadband equipment; broadband support equipment are protected against rust and deterioration for the term of the agreement plus 10 additional years;
    - COUNTY maintains the perpetual right to inspect installation of towers, broadband equipment or broadband equipment support structures on COUNTY property to insure structural integrity
    - COUNTY maintains the right to inspect state of repair of towers, broadband equipment or broadband equipment support structures on COUNTY property to insure structural integrity
    - OB, LLC must take corrective action of any structural or other defects in OB, LLC towers, broadband equipment or broadband equipment support structures on COUNTY property found by COUNTY inspection within five (5) business days except when such structural or other defects create an imminent risk to human life of safety or an imminent risk of property damage, in which case corrective action will be taken as soon as possible but it no case more than five (5) business days
    - COUNTY has the right to repair defects in or remove OB, LLC towers, broadband equipment or broadband equipment support structures installed on COUNTY property if the structural or other defect is not corrected within (5) business days. Any repair or removal by the COUNTY will be at OB, LLC's cost as billed by the COUNTY or

withheld from the grants.

* the OB, LLC point of contact who will be present at the COUNTY site of use during the installation of towers, broadband service equipment and broadband support equipment;
* mutually agreed upon value of access to COUNTY Property based on industry standards, negotiations and market value of access to similarly situated property at other comparable sites where OB, LLC has access to property;
* notwithstanding any of the foregoing, COUNTY maintains the right to review and approve all OB, LLC plans for installation of towers, broadband service equipment and broadband support equipment on COUNTY property. COUNTY shall designate a point of contact for review and approval of OB, LLC plans. After submittal of OB, LLC plans which COUNTY deems "complete" (note that the COUNTY has the right to request additional information after initial and subsequent submittals of plans before designating the plans "complete"), COUNTY shall have 30 business days to review and accept plans. If COUNTY does not respond to plans within 30 business days, the plans for installation of towers, broadband service equipment and broadband support equipment shall be assumed approved.
* commencing in the fifth year, access to any County Property shall be at the market value per agreed upon terms.

13. Project Records.

a. OB, LLC 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 the COUNTY funds provided under this Agreement, separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.

b. OB, LLC shall retain all financial records, supporting documents, and all other pertinent records related to the Project for five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond such five-year period until any and all audit findings have been resolved.

c. OB, LLC agrees to make available to the COUNTY all of its records which relate to the Project, and agrees to allow the COUNTY 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 COUNTY or its representative may deem necessary in coordination with OB, LLC.

14. Termination; Availability of Funds.

a. If OB, LLC shall fail for any reason to fulfill in a timely and proper manner its obligations under this Agreement, or shall substantially violate any of the covenants or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to OB, LLC of such termination and by specifying the effective date of termination. In such event, the COUNTY shall have no responsibility to make additional payments under this Agreement after the Termination Date. Previous payments made under this Agreement will be subject to the repayment of grants outline in section 4 of this Agreement.

b. It is understood that the COUNTY'S obligation to pay any amounts under this Agreement is contingent upon the availability and continuation of funds for such purpose. In the event that funds for this Project become unavailable, the COUNTY may terminate this Agreement upon thirty (30) days written notice to OB, LLC. All obligations of the COUNTY to make payments under this Agreement shall cease as of the Termination Date. Upon such an event OB, LLC may elect to terminate some or all services, if a sustainable business case cannot be established.

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 Paragraph 24 below.

15. Liabilities and Loss.

The COUNTY assumes no liability with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims, or losses arising out of any activities undertaken by OB, LLC under this Agreement, whether with respect to persons or property of OB, LLC, or third parties.

Further, OB, LLC agrees to indemnify, defend and save harmless the COUNTY and its respective elected officials, appointed officials, officers, agents and employees (the "Indemnified Parties") against any liability, including costs and expenses and attorney's fees, for OB, LLC's 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. OB, LLC also further agrees to indemnify, defend and save harmless the Indemnified Parties from any and all claims and losses accruing or resulting to any and all subcontractors, 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 OB, LLC or its agents in the performance of the Project.

OB, LLC shall purchase and maintain during the life of this Agreement, with an insurance company acceptable to COUNTY and authorized to do business in the State of North Carolina, the following insurance:

AUTOMOBILE LIABILITY – Combined single limit liability insurance coverage covering both bodily injury and property damage on all owned, non-owned, and hired automobiles in the amount of $2,000,000.

COMMERCIAL GENERAL LIABILITY - Bodily injury and property damage liability shall protect OB, LLC, and any subcontractor performing work under the contract, from claims of bodily injury or property damage which arise from operation of this Agreement, whether such operations are performed by OB, LLC, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than $2,000,000 bodily injury each occurrence/$4,000,000 aggregate and $2,000,000 property damage each occurrence/$4,000,000 aggregate. This insurance shall include coverage for products, completed operations, personal and advertising injury liability, and contractual liability in an amount not less than $2,000,000 each occurrence/$4,000,000 aggregate. The liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.

WORKERS' COMPENSATION - Meeting the statutory requirements of the State of North Carolina, even if not required by law to maintain such insurance. Workers' Compensation insurance shall have at least the following limits: Employers Liability - $500,000 per accident limit, $500,000 disease per policy limit, $500,000 disease each employee limit.

PROFESSIONAL LIABILITY – Insuring against professional negligence, errors, and omissions on an occurrence or claims-made basis with policy limits of $1,000,000 per claim/$1,000,000 annual aggregate. If insurance is provided on a claims-made basis, "tail" coverage will be required at the completion of this Agreement for duration of thirty-six months, or the maximum time period reasonably available in the marketplace. OB, LLC shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for thirty-six months following completion of its services under this Agreement. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Agreement. If Continuous "claims made" coverage is used, OB, LLC shall be required to keep the coverage in effect for duration of not less than thirty-six months from the end of this Agreement. This will be a condition of the final acceptance of work or services.

Certificates of such insurance must be furnished and shall contain the provision that Granville County will be given thirty (30) days written notice of any intent to amend or terminate by either OB, LLC or the insuring company. In addition, Granville County shall be named an additional insured under such automobile and commercial general liability policies.

16. Entire Agreement. This Agreement supersedes all prior agreements between the COUNTY and OB, LLC, 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 OB, LLC and the COUNTY.

17. Grantee Representation and Warranties. OB, LLC hereby represents and warrants that:

    a. OB, LLC is duly organized and validly existing under the laws of the State of North Carolina.

    b. This Agreement constitutes a binding obligation of OB, LLC 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 OB, LLC, and does not violate any applicable organizational documents of OB, LLC, or any agreement or undertaking to which it is a party or by which it is bound.

    c. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the OB, LLC'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 the OB, LLC'S ability to discharge its obligations under this Agreement.

    d. OB, LLC shall submit a copy of its conflict to interest policy, and shall ensure that such policy conforms to the requirements of N.C.G.S. §143C-6-23 and other applicable laws.

    e. OB, LLC shall submit a certification, signed by an authorized official or officer, that it

has no overdue tax debts as defined by N.C.G.S. §105-243.1, and such certification shall conform to the requirements of N.C.G.S. §143C-6-23(c) and other applicable laws.

f. OB. LLC, it will at all times remain in compliance with the "E-Verify" provisions of Article 2, Chapter 64 of the North Carolina General Statutes. Further, OB, LLC shall require that all subcontractors providing services related to this Contract be and remain in compliance with Article 2, Chapter 64 of the North Carolina General Statutes. Failure to meet the requirements of this subsection shall be an event of default hereunder. COUNTY acknowledges at the current time, OB, LLC does not employ the minimum number of employees to be subject to E-verify.

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

18. Subcontracting. OB, LLC shall be responsible for the performance of any subcontractor. COUNTY shall be notified immediately of any intent OB, LLC has to terminate its network operations center (NOC) agreement with Greenlight, Inc.

19. 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. OB, LLC shall notify the COUNTY promptly of any factor, occurrence or event that comes to its attention that may affect or delay the OB, LLC'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. Proactively the county shall also notify OB, LLC if any such excusable delays occur that may prevent access to county owned assets where co-location may occur.

20. Dispute Resolution. If a dispute between the parties is not resolved by the parties within 30 days after delivery of notice, the parties shall submit the dispute to mediation. Each party shall recommend to the other party the name of a mediator certified by the North Carolina Dispute Resolution Commission, and in the event the parties cannot agree on a mediator within 20 days, then the parties shall ask the mediators selected by the parties to select a third mediator who shall mediate the dispute. The mediation will be conducted in accordance with the North Carolina Rules applicable to Superior Court ordered mediations and the mediation will be held in the COUNTY.

21. Special Provisions and Conditions.

a. Equipment/assets. Equipment and information technology assets acquired with Grant funds shall be used only as provided by this Grant Agreement.

b. Nondiscrimination. OB, LLC agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.

c. Conflict of Interest. OB, LLC certifies that to the best of its knowledge no employee or officer of OB, LLC has any pecuniary interest in the business of the COUNTY or of the Project, and that no person associated with OB, LLC has any interest that would conflict in any manner with the performance of the Agreement.

d. Order of Precedence. To the extent of any conflict between the Grant Proposal and the Agreement, including the Exhibits comprising a Statement of Work, Payment Schedule and Reporting Schedule, such conflicts shall be resolved by first referring to the Agreement, followed serially by the Statement of Work, Payment Schedule, Reporting Schedule and lastly by the Grant Proposal.

e. Compliance with Laws. OB, LLC 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 Unless such laws are in conflict. If local, state and federal laws are in conflict, OB, LLC intends to comply with Federal rules or interpretations.

f. Non-Assignability. OB, LLC shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the COUNTY; provided, however, that claims for money due to OB, LLC from the COUNTY under this Agreement may be assigned to any commercial bank or other financial institution without such approval provided, however, that any defenses applicable against OB, LLC concerning the payment of such claim for money due shall also be applicable against any such commercial bank or other financial institution.

g. Personnel. OB, LLC represents that is 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 employees shall not be employees of the COUNTY. Such personnel shall be fully qualified and shall beauthorized under state and local law to perform such services.

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

22. Proprietary Information: Proprietary information may be submitted as part of the reporting requirements, but such information shall be subject to the N.C. Public Records Act, which is set forth in N.C. General Statutes 132-1, et. seq. Grantees are encouraged to review the applicable Statutes prior to submitting any information or documentation believed to be proprietary

23. 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: when deposited in the United States mails, first class, postage prepaid and properly addressed, or by e-mail, as follows:

If to the COUNTY:

Attn: County Manager
Granville County
141 Williamsboro Street
PO Box 906
Oxford, NC 27565
E-Mail: Michael.Felts@granvillecounty.org
With a Copy To: Debra.Weary@granvillecounty.org

If to OB, LLC: Attn: Alan Fitzpatrick
CEO
Open Broadband, LLC
PO Box 723
Waxhaw, NC
E-mail: alan@openBB.net

24. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and such counterparts, together, shall constitute one and the same Agreement.

25. Construction. This Agreement shall be construed and governed by the laws of the State of North Carolina.

26. Acceptance. This grant may be withdrawn by the COUNTY if an executed copy of this Agreement by OB, LLC is not received by the COUNTY within one month from the date the original Agreement is delivered to OB, LLC.

IN WITNESS WHEREOF, the Company and the County have executed this Agreement effective as of the day and year first written above, and certify that the official signing below on its behalf has been duly authorized to execute this Agreement, which is its legally valid and binding obligation.

IN WITNESS WHEROF, the parties have executed this contract.

VENDOR:

By: Alan Fitzpatrick Date: 8/30/19
Open Broadband, LLC

COUNTY BOARD OF COMMISSIONERS

By: Zelodis Jay Date: 9/3/19
Zelodis Jay, Chairman

THE COUNTY OF GRANVILLE 1746 NORTH CAROLINA

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

Steve McNally
COUNTY Finance Director

EXHIBIT A

SCOPE OF WORK and BUDGET

On June 28, 2012, the North Carolina General Assembly ratified an act that gives counties the authority to provide grants to promote high-speed internet access service in unserved areas for economic development. The act stipulates that grant money can be provided to qualified private providers, awarded on a technology neutral basis and may require matching funds from the private provider.

COUNTY has elected to use this authority to provide broadband service to unserved areas of COUNTY as designated by survey of government, commercial business and residential customers who report inadequate levels of broadband service. The COUNTY has chosen to match up to 20% of the total project costs, as proposed by OB, LLC.

The total cost, project budget, matching funds and other information included in this summary, supersedes the exact numbers provided in the original grant proposal, which is attached.

The amount of the grants from the COUNTY shall not exceed $XXX,XXX for the first four (4) years and shall be paid to OB, LLC annually to build infrastructure in order to provide Fixed Wireless Internet Service to all areas of the county where broadband service does not currently meet the needs of government, commercial business and residential customers as depicted by the COUNTY broadband survey. OB. LLC's failure to meet the terms of this agreement will subject them to the claw back provisions of the agreement outlined in section 4 of this agreement.

OB, LLC will also provide Hotspots at the following locations at the Installation and Monthly Recurring Costs listed under each hotspot:

COMPLETED BY THE COUNTY

Under the following conditions:

- OB, LLC agrees to deploy, maintain and pay all capital and operating costs related to the deployment of public access wireless hotspots.
- OB, LLC shall include Internet Service in the Monthly Recurring Cost of the HotSpot service. In industry terms this will be a "bundled" transport and Internet Access Service.
- The County will assist OB, LLC in obtaining space at each facility to place antennae and radio equipment necessary to establish the hotspot.
- OB, LLC shall present and adhere to an equipment software and firmware upgrade policy that includes integrating software and firmware upgrades within 60 days of the release of software and firmware upgrades by the manufacturer.
- OB, LLC shall commit that in no case shall the broadband service equipment that compromises the network used to serve COUNTY residential, government and commercial business customers be more than two generations older than the current

broadband service equipment offering by OB, LLC's preferred vendor.

OB, LLC shall be entitled to advertising rights on the splash page, which captures user log-in information; appropriate legal disclaimers regarding use of the service, particularly those disclaimers regarding information security and contains the acceptable use policy for the hotspot. COUNTY has the right to review and edit the splash page advertisement before publishing. COUNTY will be recognized as the sponsor of the WiFi/HotSpot service and from time to time, COUNTY will have the right to advertise upcoming local events or provide public information on the splash page.

After the final grant payment in the final year, OB, LLC shall maintain the wireless network for at least 3 more years at no cost to the COUNTY.

Budget and Timeline for Grants

County's grants will be paid out as follows

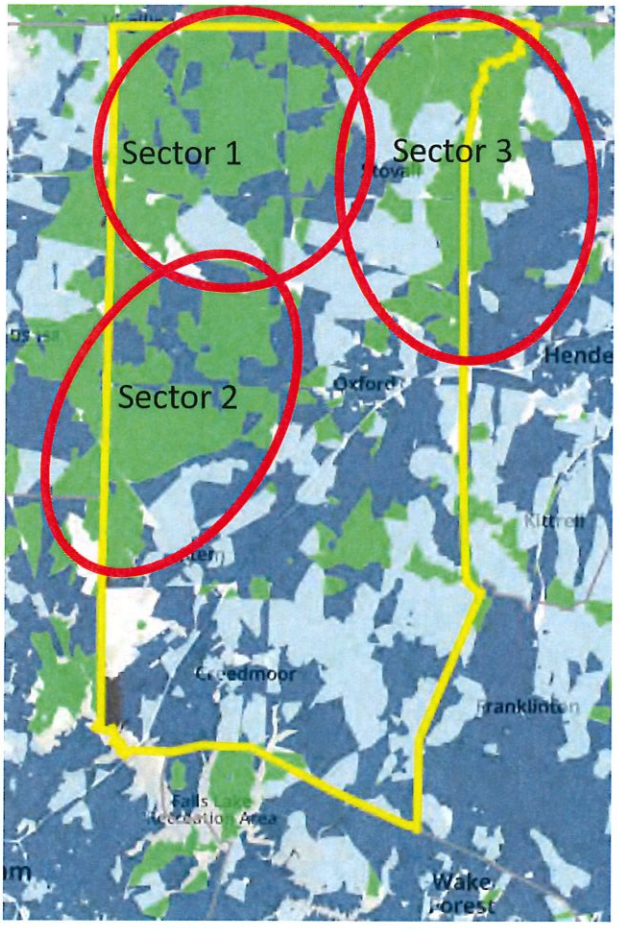
	Year 1	**Year 2**	**Year3**	**Year4**	**Total**
Capital /Operational Costs (up front)	$ 76,000	$ 76,000	$ 76,000	$ 76,000	$ 304,000
Sector Deployments	2	2 additional	2 additional	All remaining	**Entire County**
Upon evidence of Sector Deployment and offering of service	$ 76,000	$ 76,000	$ 76,000	$ 76,000	$ 304,000
TOTAL	$ 152,000	$ 152,000	$ 152,000	$ 152,000	$ 608,000
Activities and Assumptions:					
	Engineering Survey	Engineering Survey	Engineering Survey	Engineering Survey	
	NOC Test with Greenlight	NOC Test with Greenlight	NOC Test with Greenlight	NOC Test with Greenlight	
	Sector One Deployment in first 120 days	Sector Three Deployment in first 120 days	Sector five Deployment in first 120 days	All remaining sectors Deployment in first 120 days	
	Sector two deployment in 180 days	Sector four deployment in 180 days	Sector six deployment in 180 days	Customer installs begin in all remaining sectors begin in 180 days	
	Customer installs begin in	Customer installs begin in Sector	Customer installs begin in		

	Sector one in 180 days	three in 180 days	Sector five in 180 days		
	Customer Installs begin in Sector two in 210 days	Customer Installs begin in Sector four in 210 days	Customer Installs begin in Sector six in 210 days		

Business and residential customer statements of installations shall be evidence of deployment. OB, LLC shall keep records of customer installs and present most recent monthly report, as outlined in section 10(b) of the agreement to receive second half of annual payment from the COUNTY.

Estimated Service Area

OB, LLC will make broadband service available in the service sector areas, as follows:



This map is an estimate of a desired service area. Tree density, obstacles and available signal levels can affect actual deployment of service. This map is software- generated and considers typical density and tree coverage and is provided as an estimate and based on real-world experience.

Within 30 days of the execution of the contract a map showing specific locations that can be served should be provided. The County will not release any grant funding until that time. The COUNTY

allows that this map is subject to Tree density, obstacles and available signal levels can affect actual coverage upon deployment. This map is software- generated and considers typical density and tree coverage and is provided as an estimate and based on real-world experience.

Timeline

Speed of Service

OB, LLC must at a minimum, provide 25Mbps download and 3Mbps upload speeds and guarantee 99.9% uptime. All OB, LLC customers that will have broadband service made available to them as a result of this grant will be provided the same service capability as available to all OB, LLC customers in the COUNTY. Service is contingent upon other environmental factors.

Residential customers are month to month in OB, LLC service packages and agreements with residential customers do not have service standards.

Service standards to which OB, LLC for government, and commercial business are as follows:

- 99.9% circuit uptime
- Frame/packet loss .50% commitment
- 50 ms Network Latency Commitment
- 10 ms Network Jitter Commitment
- 128-bit encrypted service (business and government customers)

COUNTY understands that OB, LLC offers service level agreements only to commercial business and government customers.

In addition to the monthly reports outlined in section 10 (b) of the agreement, COUNTY has the ability to access OB, LLC service records for business and residential customers in the COUNTY. If there are a high frequency of service calls from a single sector (more than 10 service impacting calls or customer service calls from a single service area in a calendar week), the COUNTY and vendor agree to work together to analyze and determine the underlying causes of customer complaints/service issues. OB, LLC agrees to publish a plan for addressing service impacting or customer service calls within 72 hours of the discovery of the high frequency service impacting or customer support issues.

Marketing

OB, LLC will provide COUNTY with a more comprehensive marketing plan before implementing the marketing component, in order for COUNTY to provide constructive feedback on the plan. The comprehensive marketing plan will include at least four community events in the unserved areas near the towers and OB, LLC agrees to participate in a joint press event announcing the OB, LLC's offering of service in the county. The marketing plan will also include:

a. County's participation in periodic news updates on Company's progress
b. Splash page on the COUNTY hotspots log-in/acceptable use policy confirmation page when hotspot is implemented

OB, LLC and COUNTY will craft a marketing statement regarding OB, LLC's financial investment in the COUNTY. The marketing statement will provide recognition of OB, LLC's financial commitment to COUNTY.

Monthly Rates

Residential- 25Mbps down/3Mbps up $39.99 + $99 Installation
Residential- 25Mbps down/25Mbps up $49.99 + $99 Installation
Residential – 50Mbps down/50Mbps up $59.99 + $99 Installation
Residential - 100Mbps down/100Mbps up $99.99 + $99 Installation
Residential -200Mbps down/200Mbps up $139.99 + $99 Installation
Residential-1000Mbps down/1000Mbps up Quoted individually
Residential-This service is month to month with no overages fees.

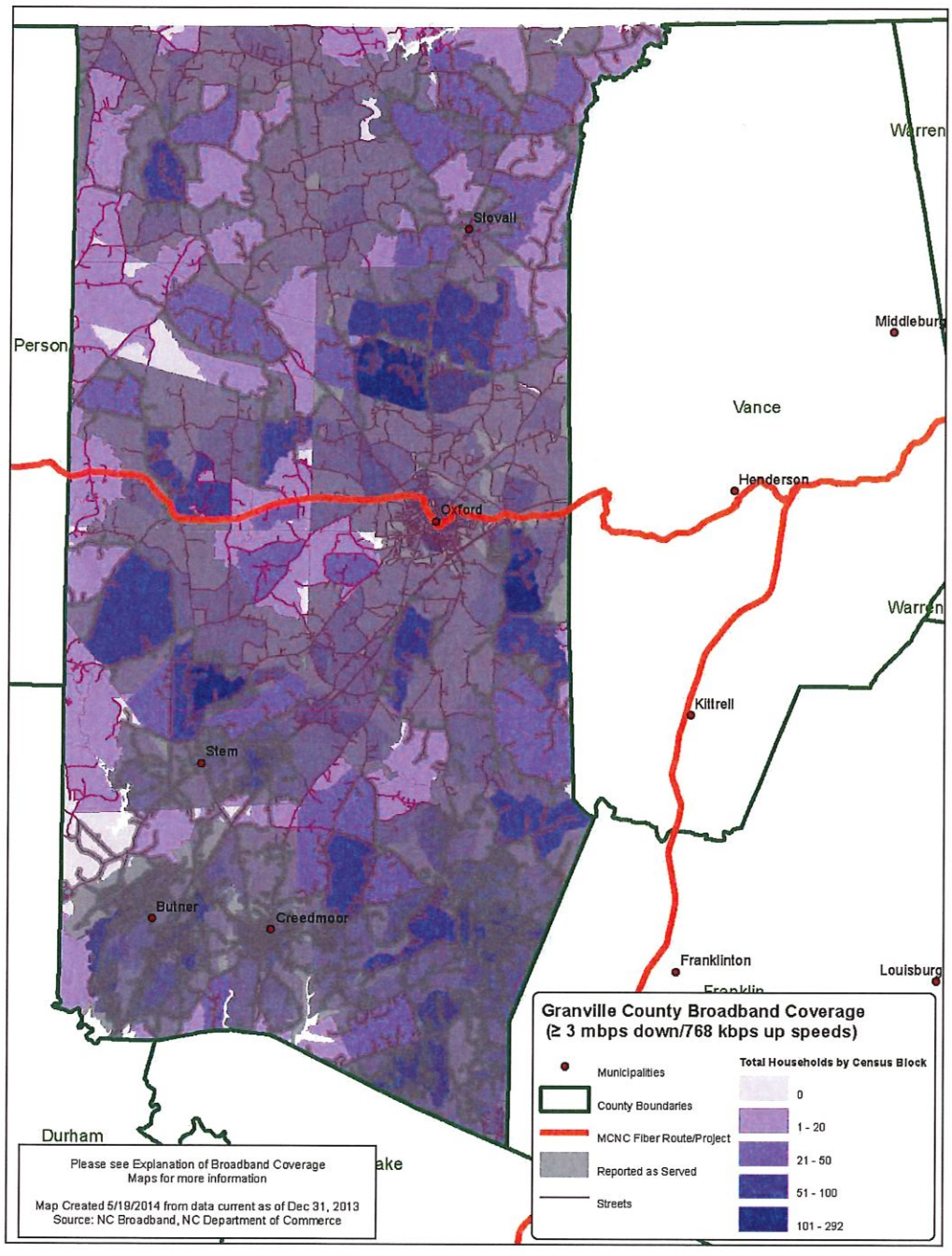
*Business and Government- 25Mbps down/25Mbps up $80 + $150 Installation
*Business and Government – 50Mbps down/50Mbps up $120 + $150 Installation
*Business and Government - 100Mbps down/100Mbps up $150 + $150 Installation
*Business and Government - 200Mbps down/200Mbps up $225 + $150 Installation
*Business and Government - 1000Mbps down/1000Mbps up $575+150 Installation

* Business and Government rates are based on a 3-year agreement that includes a service level agreement

For the first four (4) years of the agreement, price increases for service packages may not exceed the rate of increase of the United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) for the South Region.

EXHIBIT B

MAP OF FCC DESIGNATED UNSERVED AREAS OF THE COUNTY



EXHIBITC

REPORTING SCHEDULE

In accordance with the contractual agreement between OB, LLC and COUNTY, progress and final reports should be submitted to COUNTY based on the following schedule:

Quarterly on the following dates of each year or the next business day March 31, June 30, September 31, December 31 or if a weekend, the next business day

Each report shall include the following:

* Number of residential customers served;
* Number of business and government customers served;
* Number of business and government customers served who have received service credits under the following schedule:
*

Network Uptime – Wireless circuit

Length of 100% packet loss	**Credit Against Monthly Services**
0 - 120 minutes	0%
120-240 minutes	10%
240-360 minutes	25%
360 minutes and above	50%

* A map showing locations of business, government and residential customers. Can be in google maps or similar format;
* A map showing the frequency used to deploy service for each main and feeder antenna/radio;
* Age of the OB, LLC network equipment and wireless equipment used to provision broadband service in this sector and expected upgrade date of equipment;
* Equipment firmware and software upgrades since the last reporting period;
* Number of service tickets opened per sector;
* Mean Time to Respond to Service Tickets;
* Mean Time to Repair or resolve Service Tickets;
* If Service Tickets yield recurring issues, such as connection delay or compromised video conferencing; video streaming or voice quality, the COUNTY reserves the right to ask for the following details regarding the following network performance statistics:
    - Uptime statistics for OB, LLC broadband service in all sectors of the COUNTY. Sectors will be defined during the deployment of service, but in general a sector will be defined by a main feeder vertical location that is fed by a fiber backhaul service;

- Latency statistics for broadband service in all sectors of the COUNTY. Sectors will be defined during the deployment of service, but in general a sector will be defined by a main feeder vertical location that is fed by a fiber backhaul service;
- Broadband speed test statistics for main towers in all sectors of the COUNTY Sectors will be defined during the deployment of service, but in general a sector will be defined by a main feeder vertical location that is fed by a fiber backhaul service. Speed test can be performed at each main tower;
- Capacity use statistic for main tower locations in all sectors of the COUNTY;

* Amount of funds spent and the amount of grant funds spent per sector, broken down into labor, materials, engineering, project planning, project management, installation of broadband service in the sector and other administrative expenses;
* Written summary of the project's status; including challenges;
* Outlook on next 3- 6 months;
    - OB, LLC, as part of this Outlook, shall present and adhere to a broadband equipment upgrade plan that includes refreshing the broadband service equipment (defined as routers, switches; antennas; radios and all other equipment necessary to make broadband service operational for government, commercial business and residential customers) which serves all sectors within 4 years of the introduction of next generation broadband service equipment by OB, LLC's preferred vendor. At no time, shall OB, LLC's broadband service equipment be more than two generations older than the current broadband service equipment offering by its preferred vendor

OB, LLC may be requested to present reports before the COUNTY Board of Commissioners up to 2 times per year.

Annual and Final Report - The Annual Report will include a review of performance and activities over the entire project period and will include a one-page program summary. This will be submitted in annual form on the annual anniversary of the contract signing and be submitted in final form on the fifth (5^{th}) anniversary of the contract signing.

In that brief annual and final summary, OB, LLC should describe the Project, how it was implemented, to what degree the established Project objectives were met and the difficulties encountered, what the Project changed, and its total cost(s) for each Sector.

In addition to accounting for the use of the Project funds during the term project, the Annual and Final Reports must include a detailed final financial report by cost category showing all expenditures during the entire term of this Agreement, and also report the sources and amounts of all other funds used to support the Project. In addition, when build out is complete OB, LLC will provide the County with a map

of its network (i.e. equipment, towers, etc.) in the County. An updated map will be completed along with the final report. OB, LLC shall submit and present the annual and final reports before the COUNTY Board of Commissioners at a mutually agreed upon meeting.

EXHIBIT D

See attached RFP Response and Follow Up Question Response from OB, LLC in .pdf format
For any Conflict Between this agreement and the RFP response or Question RESPONSE, this agreement takes precedence

EXHIBIT E

County Service Request; County Property Request and County Property use agreement
This is subject to negotiation with the COUNTY at the time property is identified.

DRAFT

NORTH CAROLINA
GRANVILLE COUNTY

TOWER ANTENNA AGREEMENT-WILTON TOWER

This Tower Antenna Agreement (hereinafter "Agreement"), made and entered into this ___ day of March, 2021, ("Effective Date") by and between Granville County, North Carolina a body politic and corporate of the State of North Carolina (hereinafter, the "County") and Open Broadband, LLC, a limited liability company organized and existing under the laws of the State of North Carolina (hereinafter, the "Provider").

WITNESSETH:

The term "**Tower**" is defined as a structure that may stand apart from or be attached to another building or structure. Examples include radio towers, cell towers, television towers, building rooftops, and water towers.

WHEREAS, the County owns towers suitable for placement of fixed-wireless antennas to provide high-speed internet service; and

WHEREAS, Provider desires to install, remove, replace, maintain, and operate at its expense, a wireless broadband service system facility, including mounting antennas on the towers and a weather utility service box approximately 2' x 3' to house the communications service system fixtures and equipment (or equivalent space provided by County), and necessary appurtenances as described in Attachment 1 Equipment Specifications; and in consideration of the provisions, terms, conditions and covenants contained herein, the County and Provider do mutually covenant and agree as follows:

1. **Antenna Space and Cabling.** County hereby agrees to provide space on the towers identified in Attachment 1 for fixed wireless antennas, so long as they do not cause issues with tower loading or wind shear, and do not interfere with the openings to the tower, ladders, braces, paint removal, or painting of the tower and are in full compliance with the "Wireless Facility and Wireless Support Structure Siting Ordinance for the County of Granville" (the "County Ordinance") and all other state, federal, and local laws, rules, regulations, ordinances, and permit requirements including the rules and regulations of any agency or instrumentality thereof (the "Legal Requirements") and certified by an engineer as required by the County Ordinance (including any engineer that may be hired by the County as allowed by the County Ordinance) (the "Engineering Requirements"). So long as the same is permitted by the Legal Requirements and the Engineering Requirements, County also agrees to allow Provider to attach outdoor Ethernet cable to the tower to connect the antennas to electronics located at or near the towers. Provider is responsible for all installation and maintenance costs of Provider's equipment and will work in good faith with the County for agreeable placement locations and design.

2. **Electronics and Power.** To the extent permitted by the Legal Requirements and the Engineering Requirements, County hereby grants access to Provider to place electronics at a suitable location near the tower. This may be an outdoor utility box (purchased, installed, and maintained by Provider). Prior to any installation, provider will present for County approval the specific

equipment, space need, and power draw for the site and such other information as may be required by the Legal Requirements and the Engineering Requirements. Work will not commence until County has approved of the site-specific plan.

3. **Term.** The term of this agreement (the "Initial Term") is three (3) years, beginning on the Effective Date. This agreement shall be automatically renewed for one additional one (1) year period (the "Renewal Term"), unless Provider or County provides notice of intention not to renew not less than sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. Thereafter, the agreement shall renew for additional Renewal Terms of one (1) year each unless either party gives at least thirty (30) days prior written notice of termination.

4. **Rent**. Both parties agree that the deployment of fixed wireless internet is an economic development benefit to the community to retain and attract jobs, helps close the 'homework gap' for local residents with children desiring affordable home broadband internet, and will result in new property tax collections for the county/town.

It is understood that tower space is a requirement in order for Provider to provide high-speed internet service to the community. In return for Provider making a private investment in equipment in Granville County in furtherance of an agreement between the parties to provide Broadband Service to Unserved Areas, the County agrees to make a non-monetary contribution to this investment by providing Tower space to Provider during the 3-year term of this agreement at **no charge.** This is a valuable consideration and is valid only as long as Provider has made the equipment investment and is providing high-speed internet service in the community. Upon conclusion of the 3-year term period, Provider will pay a lease rate for tower space at a rate of $1,200.00 per year (payable in twelve equal monthly installments) for the Renewal Term. The annual rent for the second Renewal Term and each subsequent Renewal Term shall be equal to one hundred three percent (103%) of the annual rent payable with respect to the immediately preceding year.

5. **Title and Quiet Possession.** The County represents and agrees (a) that it is the owner of the site[s], (b) that it has the right to enter into this agreement, (c) that the person signing this agreement has the authority to sign, (d) that Provider is entitled to access the sites on either an escorted basis, or independent basis, as determined by the County. Access includes inside any security fence or area throughout the terms of the agreement so long as Provider is not in default of this agreement.

6. **Installation.** Provider agrees that it will provide the County a written proposal addressing the installation of antenna and that such proposal shall be approved by the County and their representative prior to installation. Each approved proposal will be added as an Attachment to this Tower Antenna Agreement. All such installations must be done in accordance with the Legal Requirements and Engineering Requirements.

7. **Interference.** Provider will not create an interference problem as a result of provider's equipment installation and/or use of wireless spectrum.

8. **Maintenance of Area.** Provider shall make no alterations to the tower or related facilities which will compromise or impair the integrity of the structure. Provider shall exercise special precaution to avoid damaging the facilities of the County, and Provider hereby assumes all responsibility for any and all loss or such damage created by Provider, its employees or agents. Provider agrees to

make an immediate report to the County of any installation and maintenance of Provider's facilities. General tower maintenance (painting, etc.) is the responsibility of the County. The County shall not move, disconnect or adjust, in any way, Provider's equipment without giving reasonable opportunity for the supervision of a Provider representative on site. Provider acknowledges and agrees that it shall be responsible for moving or protecting its equipment during any repairs or renovations to the tower and the County shall incur no liability to Provider for any injury, expense, or claim incurred by Provider during any such repair or renovation.

9. **Indemnity.** Provider shall indemnify, protect, and save harmless the County from any and all claims and demands for damages to property and injury to or death of persons, including payments made under any Workers' Compensation Laws, or under any plan for employee's disability and death benefits which may arise out of or be caused by the erection, maintenance, presence, use or removal of Provider antennas, cable, equipment and necessary appurtenances at the tower site[s] Provider shall also indemnify, protect, and save harmless the County from any and all claims and demands of whatsoever kind which may arise directly or indirectly from the operations of Provider's facilities, including but not limited to taxes attributable Provider's improvements and property on the sites, special charges by others, claims and demands for damages or less for infringement of copyrights, libel and slander, unauthorized use of frequencies, etc. Provider shall maintain the insurance required by Section 15 of the Agreement by and between Provider and County effective July 1, 2019 and executed by the County September 3, 2019 (the "Broadband Agreement") at all times this Tower Antennae Agreement is in effect.

10. **Termination.** Either party may terminate this Agreement upon ten (10) days' notice.

11. **Hazardous Material.**

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

(b) County (without waiving any defense of sovereign immunity and only to the extent of insurance purchased) and Provider shall each indemnify, defend and hold the other harmless from and against all losses (specifically including, without limitation, reasonable attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this Paragraph 11 by such party; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result, in the case of Provider, from operations in or about the Land by Provider or Provider's agents, employees, contractors, or lessees and in the case of County, from the ownership or control of, or operations in or about, the Premises by County or County's agents, employees, contractors, lessees, guests or other parties. The provisions of this Paragraph 11 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement. The foregoing

notwithstanding, County shall not be deemed on account of any provision herein to have waived any governmental immunity available to County under applicable law.

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

(d) "**Environmental Law**" means any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

12. **Miscellaneous.** (a) This agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this agreement; (b) this agreement is governed by the laws of the State of North Carolina; (c) this agreement constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this agreement must be in writing and executed by both parties; (d) if any provision of this agreement is invalid or unenforceable with respect to any party, the remainder of this agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable will not be affected and each provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

13. **Waiver.** The failure of the County to require compliance by the Provider with any provisions of this Agreement or the waiver by the County of any breach of this Agreement shall not constitute a waiver of any claim for damages by the County for any breach of this Agreement or a waiver of any other required compliance with this Agreement.

14. **Limitation and Assignment.** The County and the Provider each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement. Neither the County nor the Provider shall assign or transfer its interest in this Agreement without the written consent of the other.

15. **Dispute Resolution.** Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Granville County, North Carolina. It is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. Binding arbitration may not be initiated by either Party, however, the Parties may agree to nonbinding mediation of any dispute prior to the bringing of such suit or action.

16. **Entire Agreement**. This Agreement represents the entire and integrated agreement between the County and the Provider and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures.

17. **Severability.** If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be valid and binding upon the Parties.

18. **Insurance.** Provider will maintain insurance as required by the Broadband Agreement as described in Paragraph 9 above.

19. **Notices.** Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed given as of (a) the date it is delivered by hand to the parties listed below; (b) the date three days following the date it is deposited in the mail, postage prepaid, return receipt requested, addressed to the parties listed below; or (c) the date three days following the date it is sent, shipping prepaid, return receipt requested, by a national courier service, addressed to the parties listed below:

Granville County
Attention: County Manager
P.O. Box 906 (mail)
141 Williamsboro Street (delivery)
Oxford, NC 27565
With a copy to:

James C. Wrenn, Jr.
P.O. Box 247 (mail)
111 Gilliam Street (delivery)
Oxford, NC 27565

Open Broadband
Attention: Alan Fitzpatrick
P.O. Box 723
Waxhaw, NC 28173

20. **E-Verify.** Any contractor or sub-contractor hired by any of the Parties in association with this Agreement shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq.

21. **Restricted Companies List.** Any contractor or sub-contractor hired by any of the Parties in association with this Agreement shall not be included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58 or the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

22. **Memorandum of Agreement.** The parties agree that at the request of either party, the parties may enter into and record a memorandum of agreement with the Granville County Register of Deeds reasonably satisfactory to each of the parties.

23. **No Waiver of Sovereign Immunity.** Nothing in this Agreement shall be construed to mandate purchase of insurance by Granville County pursuant to N.C.G.S. 153A-435 or to in

any other way waive Granville County's defense of sovereign or governmental immunity from any cause of action alleged or brought against Granville County for any reason if otherwise available as a matter of law.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties, by and through their authorized agents, have hereunder set their hands and seal, all as of the day and year first above written.

GRANVILLE COUNTY:

By: _____
Michael S. Felts, County Manager

PROVIDER:

By: _____
Alan Fitzpatrick, CEO
Open Broadband, LLC

PRE-AUDIT CERTIFICATION

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

Stephen M. McNally
Finance Director, County of Granville



SITE PHOTO



VICINITY MAP

THE COUNTY OF Granville NORTH CAROLINA

open broadband

WILTON, NC

SITE ADDRESS (E-911 VERIFIED)

2555 HIGHWAY 96 SOUTH
FRANKLINTON, NC 27525
GRANVILLE COUNTY
LATITUDE: 36° 27' 39.1" N
LONGITUDE: 78° 45' 17.5" W

MUNICIPALITY:
GRANVILLE COUNTY

STATE:
NORTH CAROLINA

TOWER TYPE:
SELF-SUPPORT TOWER

TOWER HEIGHT:
195'

NUMBER OF CARRIERS:
1 EXISTING, 1 PROPOSED

USE:
EXISTING TELECOMMUNICATIONS TOWER AND UNMANNED EQUIPMENT

FLOOD INFO
SITE IS LOCATED WITHIN FEMA FLOOD MAP AREA 3720182600J DATED 04/16/2007 WITHIN FLOOD ZONE X.

PROJECT SUMMARY

TOWER OWNER
GRANVILLE COUNTY
143 WILLIAMSBORO ST
OXFORD, NC 27565
PHONE: (919) 845-6700
ATTN.: RICK EDWARDS

CONSULTANT
KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE STREET, SUITE 600
RALEIGH, NC 27601
PHONE: (919) 653-2943
ATTN: RYAN DOOLITTLE

CONTACTS

SHEET NO.	SHEET TITLE
T1	COVER SHEET
N1	GENERAL NOTES
C1	SITE PLAN
C2	EQUIPMENT AREA LAYOUT
C3	ANTENNA AND TOWER ELEVATION DETAILS
C4	EQUIPMENT SPECIFICATIONS

SHEET INDEX

GRANVILLE COUNTY INSPECTIONS DEPARTMENT
122 WILLIAMSBORO ST
OXFORD, NC 27565
PHONE: (919) 603-1326
ATTN.: PERMITTING

PERMIT INFORMATION

THE COUNTY OF Granville NORTH CAROLINA

PROJECT INFORMATION:

SITE NAME:
WILTON, NC

2555 HIGHWAY 96 SOUTH
FRANKLINTON, NC 27525
GRANVILLE COUNTY

PLANS PREPARED BY:

Kimley»Horn

421 FAYETTEVILLE STREET, SUITE 600
RALEIGH, NC 27601
PHONE: 919-677-2000
WWW.KIMLEY-HORN.COM
NC License F-0102

REV: DATE: ISSUED FOR: BY:

7			
6			
5			
4			
3			
2			
1			
0	01/27/21	CONSTRUCTION	MRD
A	01/18/21	PRELIMINARY	MRD

LICENSER:

NORTH CAROLINA PROFESSIONAL SEAL 046140 ENGINEER MICHAEL R. DOOLITTLE
1/27/21

KHA PROJECT NUMBER:
013492001

DRAWN BY:	CHECKED BY:
MRD	MRD

SHEET TITLE:
COVER SHEET

SHEET NUMBER:
T1

K:\RAL_Wireless\Granville County (NC)\Wilton\KHRAL-8836 (CDs)\CAD\CDs\Wilton_CDs_R0.dwg kha-cd-stb 01/27/21 3:45 PM by: Ryan.Doolittle

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018

1.00 GENERAL NOTES

1.01 ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE, LOCAL AND NATIONAL CODES, ORDINANCES AND OR REGULATIONS APPLICABLE TO THIS PROJECT.

1.02 THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHECK ALL DIMENSIONS. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE PROJECT MANAGER AND/OR ENGINEER AND BE RESOLVED BEFORE PROCEEDING WITH WORK. WHERE THERE IS A CONFLICT BETWEEN DRAWING AND GRANVILLE COUNTY SPECIFICATIONS, THE GRANVILLE COUNTY PROJECT ENGINEER SHOULD BE CONTACTED FOR CLARIFICATION.

1.03 ALL INFORMATION SHOWN ON THE DRAWINGS RELATIVE TO EXISTING CONDITIONS IS GIVEN AS THE BEST PRESENT KNOWLEDGE, BUT WITHOUT GUARANTEE OF ACCURACY. WHERE ACTUAL CONDITIONS CONFLICT WITH THE DRAWINGS, THEY SHALL BE REPORTED TO THE PROJECT MANAGER AND/OR ENGINEER SO THAT PROPER REVISIONS MAY BE MADE. MODIFICATION OF DETAILS OF CONSTRUCTION SHALL NOT BE MADE WITHOUT WRITTEN APPROVAL OF THE PROJECT MANAGER AND/OR ENGINEER.

1.04 CONTRACTOR SHALL REVIEW AND BE FAMILIAR WITH SITE CONDITIONS AS SHOWN ON THE ATTACHED SITE PLAN AND/OR SURVEY DRAWINGS.

1.05 WAVEGUIDE BRIDGE AND EQUIPMENT CABINETS ARE SHOWN FOR REFERENCE ONLY. REFER TO SEPARATE DRAWINGS FOR SPECIFIC INFORMATION.

1.06 ALL FINISHED GRADES SHALL SLOPE MINIMUM 1/4 IN./FT. AWAY FROM EQUIPMENT IN ALL DIRECTIONS. CONTRACTOR SHALL SLOPE SWALES AS REQUIRED ALONG EXISTING TERRAIN TO DRAIN AWAY FROM COMPOUND AND ACCESS DRIVE.

1.07 THE EXISTING TOWER AND TOWER FOUNDATIONS WERE DESIGNED BY OTHERS. TOWER INFORMATION PROVIDED ON THESE PLANS ARE PROVIDED FOR REFERENCE PURPOSES ONLY. NOTIFY ENGINEER OR PROJECT MANAGER OF ANY CONFLICTS OR DISCREPANCIES. CONTRACTOR TO OBTAIN COPY OF STRUCTURAL ANALYSIS, IF AVAILABLE, FROM GRANVILLE COUNTY PROJECT MANAGER TO CONFIRM COAX ROUTING AND ANTENNA MOUNT INFORMATION.

1.08 THE CONTRACTOR SHALL PROVIDE ADEQUATE EXCAVATION SLOPING, SHORING, BRACING, AND GUYS IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL SAFETY ORDINANCES.

1.09 UPON COMPLETION OF CONSTRUCTION, CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES TO THE EXISTING ACCESS ROAD AND COMPOUND GRAVEL AREAS. ANY NEW FILL MATERIALS SHALL BE COMPACTED.

1.10 THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND SHALL REQUEST A VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF THEIR UNDERGROUND UTILITIES AND WHERE THEY MAY POSSIBLY CONFLICT WITH THE PLACEMENT OF IMPROVEMENTS AS SHOWN ON THESE PLANS. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT WILL BE REQUIRED TO NOTIFY "NORTH CAROLINA 811" 48 HOURS IN ADVANCE OF PERFORMING ANY WORK BY CALLING THE TOLL FREE NUMBER (800) 632-4949 (OR 811). ANY UTILITIES DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE CONTRACTOR, AT NO EXPENSE TO THE OWNER.

1.11 CONTRACTOR SHALL TAKE EXTREME CAUTION WHEN CONSTRUCTING WAVEGUIDE FOOTINGS SO AS TO NOT DAMAGE THE EXISTING TOWER GROUNDING RING. IF THE EXISTING RING BECOMES DAMAGED DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND/OR REPLACEMENT OF THE TOWER GROUNDING RING AS DEEMED APPROPRIATE BY GRANVILLE COUNTY.

1.12 CONTRACTOR TO PROVIDE DUMPSTER AND PORTABLE TOILET FACILITY DURING CONSTRUCTION.

2.00 EQUIPMENT FOUNDATION NOTES

2.01 FOUNDATIONS ARE DESIGNED FOR A PRESUMPTIVE ALLOWABLE SOIL BEARING CAPACITY OF 2,000 PSF. CONTRACTOR SHALL VERIFY SOIL CONDITIONS AND BEARING CAPACITY PRIOR TO CONSTRUCTION.

2.02 EXCAVATE A MINIMUM 18" BELOW PROPOSED EQUIPMENT FOUNDATIONS OF EXPANSIVE, ORGANIC, UNCONSOLIDATED OR OTHERWISE UNACCEPTABLE MATERIAL AND REPLACE WITH WELL-COMPACTED MATERIAL ACCEPTABLE TO GRANVILLE COUNTY.

2.03 CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, PROTECTING, AND RELOCATING AS REQUIRED ALL SERVICE AND UTILITY LINES IN VICINITY OF THE WORK SITE. ALL EXCAVATIONS NEAR THESE LINES TO BE CARRIED OUT WITH EXTREME CAUTION. COORDINATE ALL RELOCATIONS WITH THE PROPERTY OWNER.

2.04 CONTRACTOR TO CUT/FILL EXISTING COMPOUND SUBSOIL TO PROVIDE AN AREA AS LEVEL AS POSSIBLE FOR THE EQUIPMENT FOUNDATIONS. ALL FILL AREAS ARE TO BE FILLED WITH SUITABLE MATERIALS. FILL MATERIALS ARE TO BE PLACED, COMPACTED, AND TESTED IN MAXIMUM LAYERS OF 8". COMPACTION OF ALL FILL MATERIAL SHALL ACHIEVE 95 PERCENT OF MAXIMUM DRY DENSITY AT OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH ASTM D 698. ALL TESTS MUST MEET THE MINIMUM SPECIFIED SOIL BEARING CAPACITY. COMPACTION TESTING IS BY THE GEOTECHNICAL TESTING COMPANY DESIGNATED FOR THE PROJECT. SCHEDULING AND COORDINATION IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. REPORTS OF ALL TESTING ARE TO BE PROMPTLY DELIVERED OR FAXED TO THE GRANVILLE COUNTY PROJECT MANAGER.

2.05 CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS AND SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST REVISION TO ACI-318 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.

2.06 CONCRETE SHALL HAVE A SLUMP BETWEEN 3" AND 6".

2.07 FIBERS FOR CONCRETE SHALL BE FIBERMESH 650, 100 PERCENT VIRGIN POLYPROPYLENE FIBRILLATED FIBERS, e3 PATENTED TECHNOLOGY PATENTED TECHNOLOGY, CONTAINING NO REPROCESSED OLEFIN MATERIALS. THE FIBERS SHALL CONFORM TO ASTM C1116 TYPE III AND MANUFACTURED SPECIFICALLY FOR THE SECONDARY REINFORCEMENT OF CONCRETE.

2.08 THE FIBERS SHALL BE MANUFACTURED IN AN ISO 9001:2008 CERTIFIED MANUFACTURING FACILITY. UNLESS OTHERWISE STATED, FIBERMESH 650 MACRO-SYNTHETIC FIBERS SHALL BE ADDED TO THE CONCRETE AT THE BATCHING PLANT AT THE RECOMMENDED APPLICATION RATE OF 3 LBS/YD^3 AND MIXED FOR A SUFFICIENT TIME (MINIMUM 5 MINUTES AT FULL MIXING SPEED) TO ENSURE UNIFORM DISTRIBUTION OF THE FIBERS THROUGHOUT THE CONCRETE. FIBROUS CONCRETE REINFORCEMENT SHALL BE MANUFACTURED BY FIBERMESH, 4019 INDUSTRY DRIVE, CHATTANOOGA, TN 37416 USA, TEL: 800 621-1273, WEBSITE: WWW.FIBERMESH.COM

2.09 AT THE REQUEST OF THE GRANVILLE COUNTY PROJECT MANAGER, TEST CYLINDERS SHALL BE MOLDED AND LABORATORY CURED IN ACCORDANCE WITH ASTM C31. THREE CYLINDERS SHALL BE TAKEN FOR EACH DAY'S CONCRETE PLACEMENT. CYLINDERS SHALL BE TESTED IN ACCORDANCE WITH THE LATEST REVISION TO ASTM C39.

2.10 CHAMFER ALL EXPOSED EXTERNAL CORNERS OF CONCRETE WITH ¾" x 45° CHAMFER, UNLESS OTHERWISE NOTED.

2.11 CONCRETE FORMWORK IS TO BE STRIPPED WITHIN 48 HOURS. VIBRATION OF THE CONCRETE MUST ASSURE THAT HONEYCOMBING WILL BE AT A MINIMUM. MECHANICAL VIBRATION OF ALL CONCRETE IS REQUIRED UNLESS OTHERWISE DIRECTED BY GRANVILLE COUNTY'S PROJECT MANAGER. ABOVE GRADE CONCRETE IS TO BE RUBBED AND PATCHED TO ASSURE SMOOTH FINISH AT TIME OF FORMS REMOVAL. CONTRACTOR SHALL PROVIDE A BROOM FINISH ON THE TOP SURFACE OF THE EQUIPMENT FOUNDATION UNLESS OTHERWISE DIRECTED BY GRANVILLE COUNTY'S PROJECT MANAGER.

2.12 TOPS OF CONCRETE FOUNDATION MUST BE WITHIN 0.02' OF ELEVATION REQUIRED.

2.13 TOP OF FOUNDATION FINISH TO BE LEVEL ±⅛" IN 10'.

2.14 TOP OF FOUNDATION TO HAVE MEDIUM BROOM FINISH.

2.15 CONTRACTOR SHALL REFER TO DRAWINGS OF OTHER TRADES AND VENDOR DRAWINGS FOR EMBEDDED ITEMS AND RECESSES NOT SHOWN ON THE STRUCTURAL DRAWINGS. CONTRACTOR SHALL VERIFY PLACEMENT OF EQUIPMENT AND LOCATION OF CONDUIT FOR MANUFACTURER'S AND VENDORS SPECIFICATIONS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL OPENINGS AND SLEEVES FOR PROPER DISTRIBUTION OF ALL UTILITIES.

THE COUNTY OF Granville NORTH CAROLINA

PROJECT INFORMATION:

SITE NAME:
WILTON, NC

2555 HIGHWAY 96 SOUTH
FRANKLINTON, NC 27525
GRANVILLE COUNTY

PLANS PREPARED BY:

Kimley»Horn
421 FAYETTEVILLE STREET, SUITE 600
RALEIGH, NC 27601
PHONE: 919-677-2000
WWW.KIMLEY-HORN.COM
NC License F-0102

REV: DATE: ISSUED FOR: BY:

7			
6			
5			
4			
3			
2			
1			
0	01/27/21	CONSTRUCTION	MRD
A	01/18/21	PRELIMINARY	MRD

LICENSER:

NORTH CAROLINA PROFESSIONAL SEAL 046700 ENGINEER MICHAEL R. DOOLITTLE
1/22/21

KHA PROJECT NUMBER:
013492001

DRAWN BY: MRD CHECKED BY: MRD

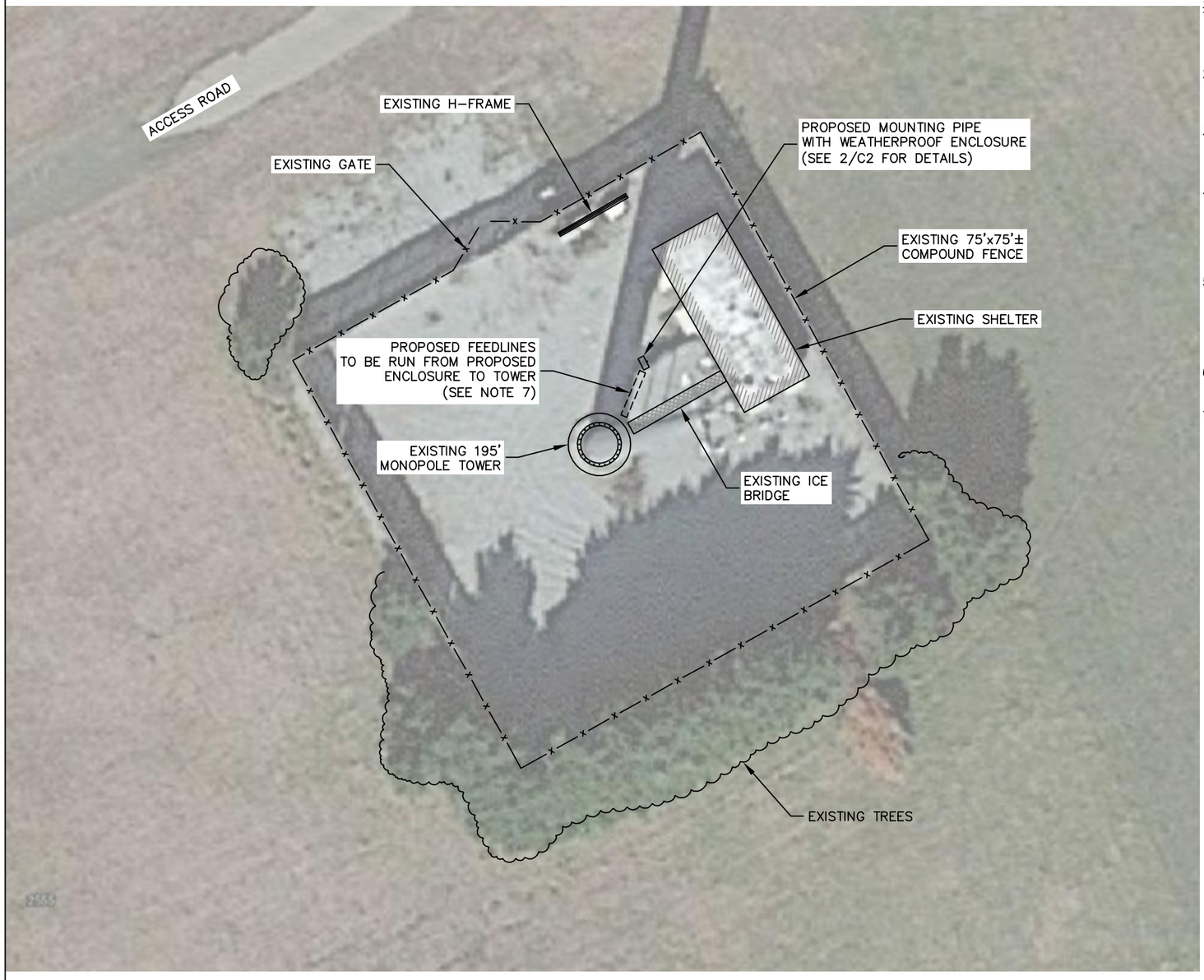
SHEET TITLE:
GENERAL NOTES

SHEET NUMBER:
N1

K:\RAL_Wireless\Granville County (NC)\Wilton\KHRAL-8836 (CDs)\CAD\CDs\Wilton_CDs_R0.dwg kha-cd-stb 01/27/21 3:46 PM by: Ryan.Doolittle

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018



1/C1 SITE PLAN

SCALE: 1" = 20'

NORTH

0 10 20 40

GRAPHIC SCALE: 1" = 20'

SITE NOTES:

1. THE CONTRACTOR SHALL COORDINATE WITH THE TOWER OWNER TO ENSURE THAT ALL PROPOSED EQUIPMENT DOES NOT INTERFERE WITH EXISTING EASEMENTS FOR OTHER CARRIERS ON SITE.
2. EXISTING COMPOUND CONFIGURATION IS BASED ON SATELLITE IMAGERY PER GOOGLE MAPS. KIMLEY-HORN DID NOT PERFORM A SURVEY AT THIS LOCATION, AND ALL PROVIDED DIMENSIONS ARE ESTIMATES.
3. CONTRACTOR SHALL CONFIRM WITH GRANVILLE COUNTY WHEN THE EQUIPMENT SHOWN HAS BEEN ORDERED/SCHEDULED FOR DELIVERY TO THIS SITE.
4. THE PROPOSED GROUND EQUIPMENT DESIGN INCLUDES ONE (1) OUTDOOR ENCLOSURE WITH INTERIOR EQUIPMENT TO BE SUPPLIED BY GRANVILLE COUNTY/OPEN BROADBAND. THE OUTDOOR ENCLOSURE SHALL BE INSTALLED ON A SINGLE MOUNT PIPE WITH A CONCRETE FOUNDATION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND MODIFYING SCOPE OF WORK TO ACCOMMODATE ANY CHANGES IN THE EQUIPMENT PROCURED BY GRANVILLE COUNTY/OPEN BROADBAND. THE CONTRACTOR SHALL COORDINATE ANY CHANGES WITH GRANVILLE COUNTY/OPEN BROADBAND.
6. FEEDLINES SHALL BE ROUTED UP TOWER PER STRUCTURAL ANALYSIS PROVIDED BY GRANVILLE COUNTY.
7. FEEDLINES MAY UTILIZE EXISTING CABLE BRIDGES AT BASE OF TOWER IF ROOM IS AVAILABLE. IF NOT, CONTRACTOR SHALL INFORM GRANVILLE COUNTY OF THE HARDWARE REQUIRED TO ROUTE THE PROPOSED FEEDLINES TO THE TOWER. GRANVILLE COUNTY/OPEN BROADBAND SHALL APPROVE ALL PROPOSED CHANGES PRIOR TO INSTALLATION.

THE COUNTY OF Granville NORTH CAROLINA

PROJECT INFORMATION:

SITE NAME:
WILTON, NC

2555 HIGHWAY 96 SOUTH
FRANKLINTON, NC 27525
GRANVILLE COUNTY

PLANS PREPARED BY:

Kimley»Horn
421 FAYETTEVILLE STREET, SUITE 600
RALEIGH, NC 27601
PHONE: 919-677-2000
WWW.KIMLEY-HORN.COM
NC License F-0102

REV: | DATE: | ISSUED FOR: | BY:

7			
6			
5			
4			
3			
2			
1			
0	01/27/21	CONSTRUCTION	MRD
A	01/18/21	PRELIMINARY	MRD

LICENSER:

NORTH CAROLINA PROFESSIONAL SEAL 046130 ENGINEER MICHAEL R. DOOLITTLE
1/27/21

KHA PROJECT NUMBER:
013492001

DRAWN BY:	CHECKED BY:
MRD	MRD

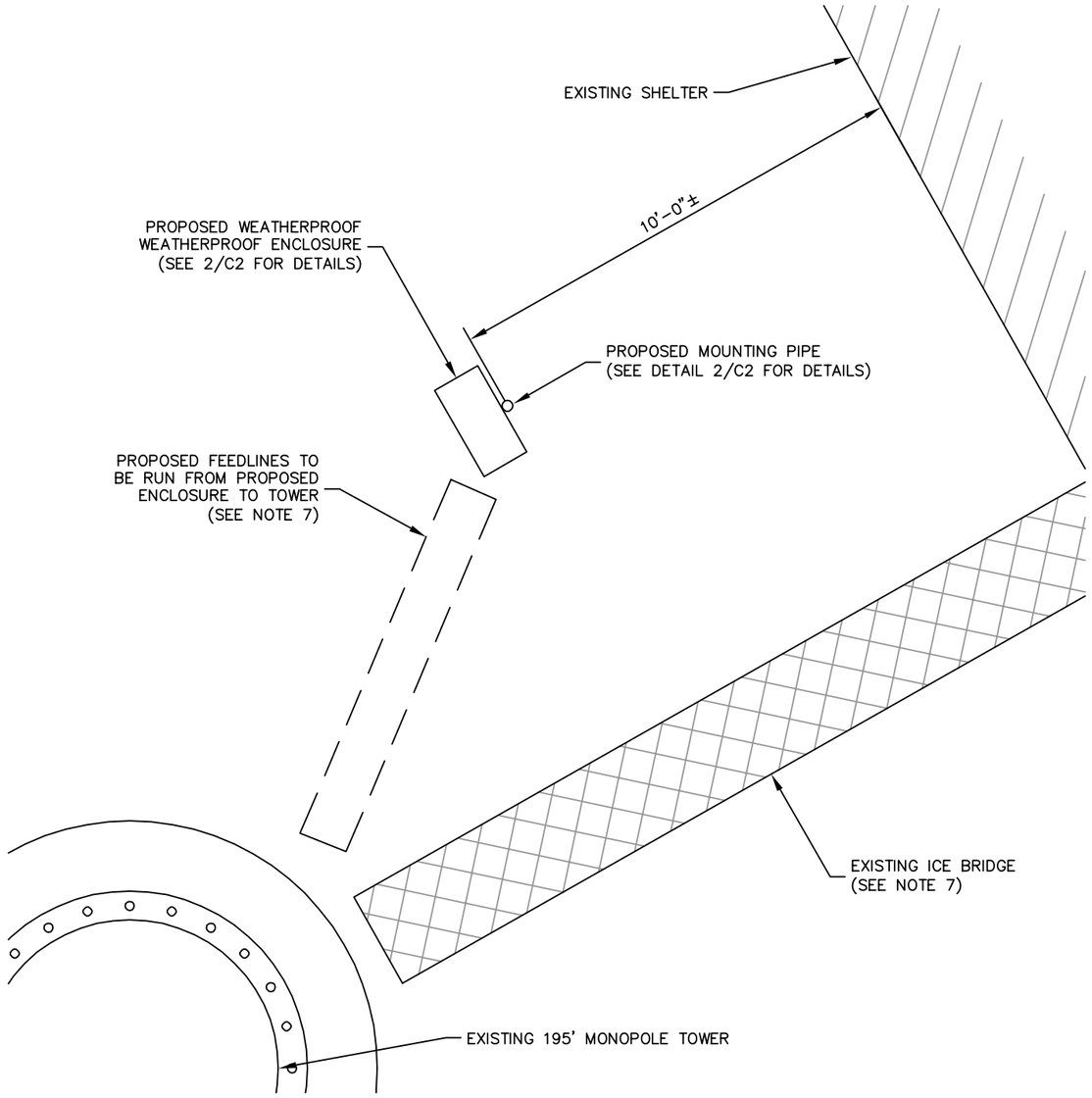
SHEET TITLE:
SITE PLAN

SHEET NUMBER:
C1

K:\RAL_Wireless\Granville County (NC)\Wilton\KHRAL-8836 (CDs)\CAD\CDs\Wilton_CDs_R0.dwg kha-cd-stb 01/27/21 3:46 PM by: Ryan.Doolittle

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018

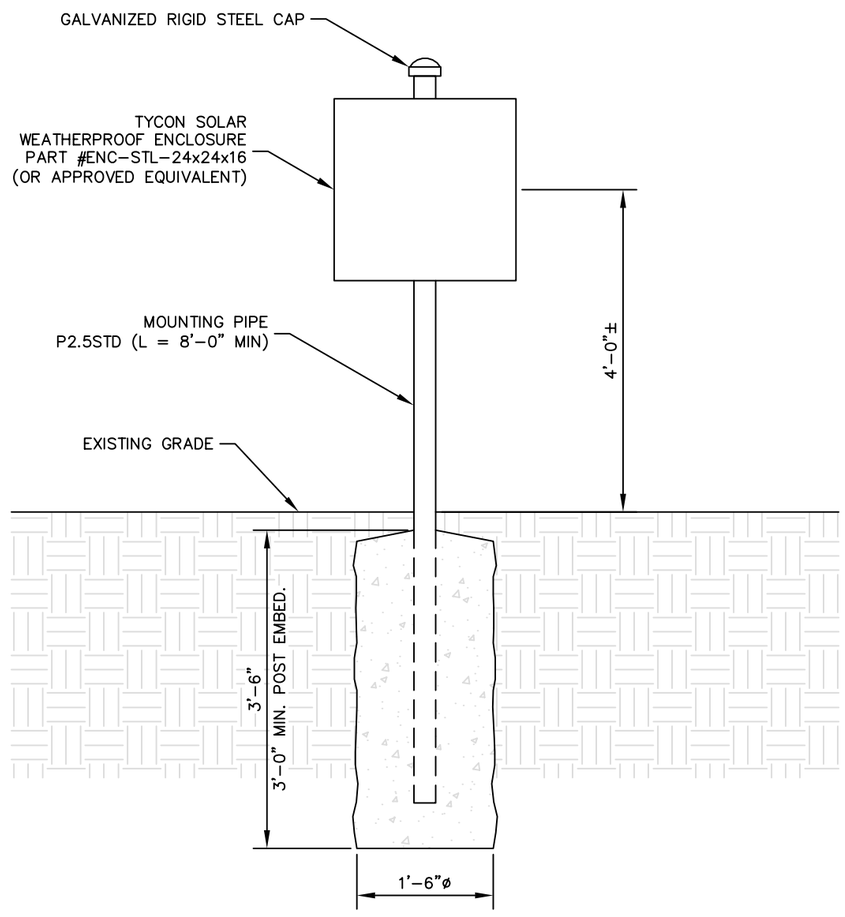


1/C2 EQUIPMENT AREA LAYOUT

SCALE: 1" = 3'

SITE NOTES:

1. THE CONTRACTOR SHALL COORDINATE WITH THE TOWER OWNER TO ENSURE THAT ALL PROPOSED EQUIPMENT DOES NOT INTERFERE WITH EXISTING EASEMENTS FOR OTHER CARRIERS ON SITE.
2. EXISTING COMPOUND CONFIGURATION IS BASED ON SATELLITE IMAGERY PER GOOGLE MAPS. KIMLEY-HORN DID NOT PERFORM A SURVEY AT THIS LOCATION, AND ALL PROVIDED DIMENSIONS ARE ESTIMATES.
3. CONTRACTOR SHALL CONFIRM WITH GRANVILLE COUNTY WHEN THE EQUIPMENT SHOWN HAS BEEN ORDERED/SCHEDULED FOR DELIVERY TO THIS SITE.
4. THE PROPOSED GROUND EQUIPMENT DESIGN INCLUDES ONE (1) OUTDOOR ENCLOSURE WITH INTERIOR EQUIPMENT TO BE SUPPLIED BY GRANVILLE COUNTY/OPEN BROADBAND. THE OUTDOOR ENCLOSURE SHALL BE INSTALLED ON A SINGLE MOUNT PIPE WITH A CONCRETE FOUNDATION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND MODIFYING SCOPE OF WORK TO ACCOMMODATE ANY CHANGES IN THE EQUIPMENT PROCURED BY GRANVILLE COUNTY/OPEN BROADBAND. THE CONTRACTOR SHALL COORDINATE ANY CHANGES WITH GRANVILLE COUNTY/OPEN BROADBAND.
6. FEEDLINES SHALL BE ROUTED UP TOWER PER STRUCTURAL ANALYSIS PROVIDED BY GRANVILLE COUNTY.
7. FEEDLINES MAY UTILIZE EXISTING CABLE BRIDGES AT BASE OF TOWER IF ROOM IS AVAILABLE. IF NOT, CONTRACTOR SHALL INFORM GRANVILLE COUNTY OF THE HARDWARE REQUIRED TO ROUTE THE PROPOSED FEEDLINES TO THE TOWER. GRANVILLE COUNTY/OPEN BROADBAND SHALL APPROVE ALL PROPOSED CHANGES PRIOR TO INSTALLATION.



2/C2 MOUNTING CONFIGURAITON

SCALE: 1" = 3'

PROJECT INFORMATION:

SITE NAME:
WILTON, NC

2555 HIGHWAY 96 SOUTH
FRANKLINTON, NC 27525
GRANVILLE COUNTY

PLANS PREPARED BY:

Kimley»Horn
421 FAYETTEVILLE STREET, SUITE 600
RALEIGH, NC 27601
PHONE: 919-677-2000
WWW.KIMLEY-HORN.COM
NC License F-0102

REV:	DATE:	ISSUED FOR:	BY:
7			
6			
5			
4			
3			
2			
1			
0	01/27/21	CONSTRUCTION	MRD
A	01/18/21	PRELIMINARY	MRD

LICENSER:

NORTH CAROLINA PROFESSIONAL SEAL 046140 ENGINEER MICHAEL R. DOOLITTLE
1/22/21

KHA PROJECT NUMBER:
013492001

DRAWN BY:	CHECKED BY:
MRD	MRD

SHEET TITLE:
EQUIPMENT AREA LAYOUT

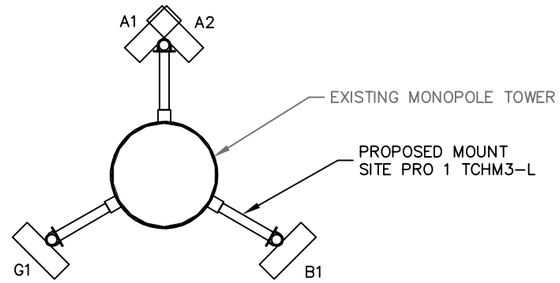
SHEET NUMBER:
C2

K:\RAL_Wireless\Granville County (NC)\Wilton\KHRAL-8836 (CDs)\CAD\CDs\Wilton_CDs_R0.dwg kha-cd-stb 01/27/21 3:46 PM by: Ryan.Doolittle

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018





1/C3 ANTENNA ORIENTATION PLAN

(NOT TO SCALE, FOR ILLUSTRATIVE PURPOSES ONLY, SEE STRUCTURAL ANALYSIS BY OTHERS TO CONFIRM ANTENNA MOUNT TYPE)

ANTENNA CONFIGURATION

ANTENNA DETAILS					RADIO DETAILS			MOUNT DETAILS		FEEDLINE DETAILS	
POSITION	QTY	MANUFACTURER	MODEL #	AZIMUTH	QTY	MANUFACTURER	MODEL #	MOUNT TYPE	RAD CENTER HEIGHT [ft]	QTY	MODEL #
A1	1	UBIQUITI	AF-5G34-S45	0	1	UBIQUITI	AF5XHD	SITE PRO 1 TCHM3-L (CHAIN MOUNT STANDOFF)	185	10	POWER/FIBER/ ETHERNET CABLES
	1	ALPHA WIRELESS	AW3672	0	1	AIRSPAN	AIRHARMONY 4200				
A2	1	UBIQUITI	AF-5G34-S45	90	1	UBIQUITI	AF5XHD				
B1	1	UBIQUITI	AF-5G34-S45	180	1	UBIQUITI	AF5XHD				
G1	1	UBIQUITI	AF-5G34-S45	270	1	UBIQUITI	AF5XHD				

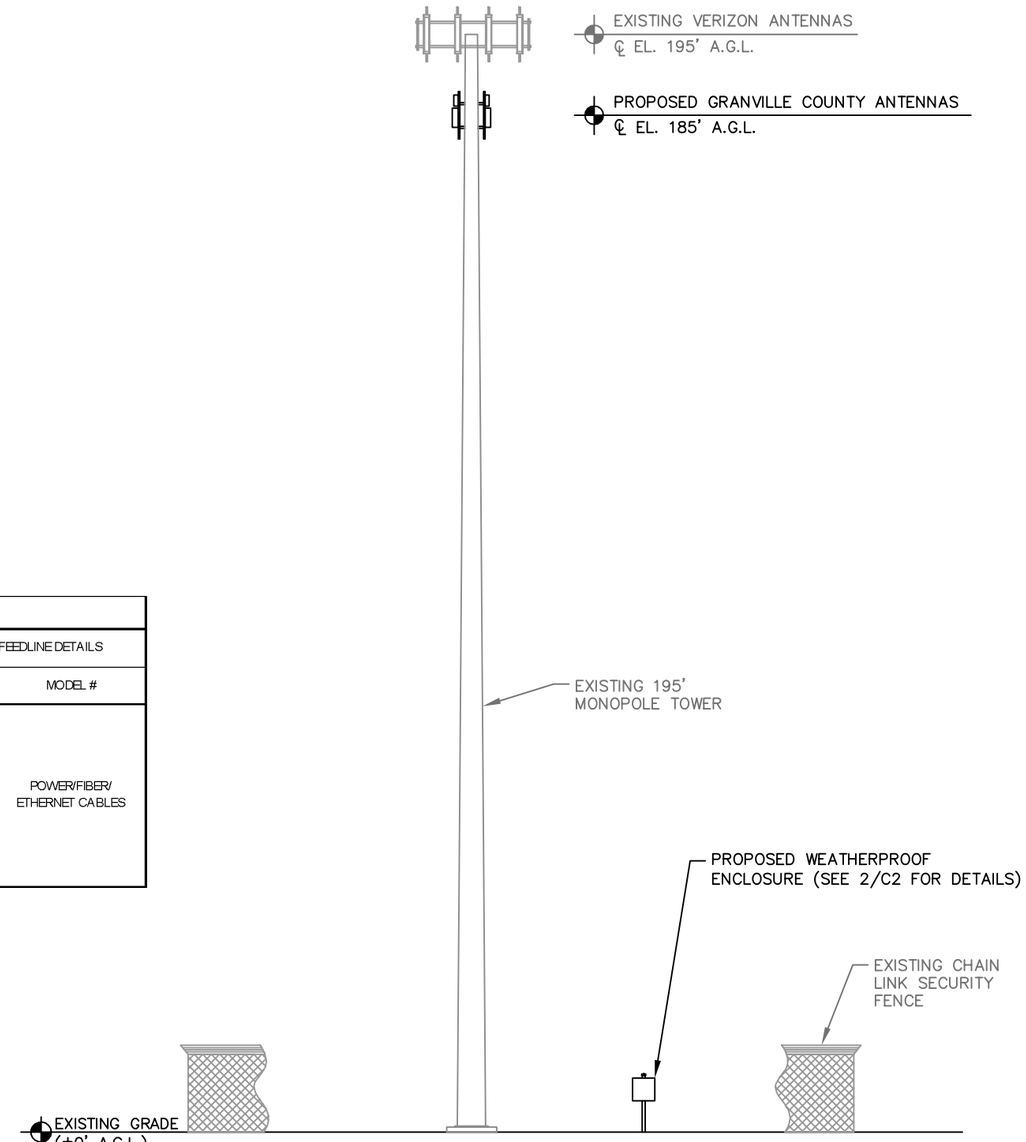
EQUIPMENT NOTES:

1. ALL INFORMATION ON THIS PAGE IS PROVIDED BY GRANVILLE COUNTY/OPEN BROADBAND AND IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. CONTRACTOR SHALL CONTACT THE GRANVILLE COUNTY/OPEN BROADBAND CONSTRUCTION MANAGER PRIOR TO INSTALLATION FOR ALL DETAILED ANTENNA, AND COAX CABLE SPEICIFICATIONS.

2. CONTRACTOR TO INSTALL ALL PROPOSED LOADING IN THE ABOVE TABLE ON (2) STANDOFF MOUNTS (MODEL TO BE DETERMINED). KIMLEY-HORN DID NOT PERFORM AN ANALYSIS OF THE MOUNT TO SUPPORT THE PROPOSED EQUIPMENT CONFIGURATION. MOUNTS MAY BE LOCATED AS NEEDED TO ACHIEVE REQUIRED AZIMUTHS.

3. PROPOSED FEEDLINES TO BE ROUTED THROUGH INTERIOR OF POLE SHAFT.

4. IT IS UNDERSTOOD THAT KIMLEY-HORN MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, FINDINGS, DESIGNS, RECOMMENDATIONS, SPECIFICATIONS, OPINION, OR PROFESSIONAL ADVICE RELATING TO THE STRUCTURAL ADEQUACY OF THE PROPOSED TOWER OR ATTACHMENT OF ANTENNAS OR OTHER APPURTENANCES.



2/C3 SELF-SUPPORT TOWER ELEVATION

NOT TO SCALE

TOWER NOTES:

1. ALL EXISTING ATTACHMENTS TO TOWER BASED ON STRUCTURAL ANALYSIS BY OTHERS (SEE GENERAL NOTE 1.07, SHEET N1).

2. THE TOWER ELEVATION SHOWN ABOVE IS FOR REFERENCE ONLY.

3. CONTRACTOR TO VERIFY CORRECT FEEDLINE LENGTH IN FIELD AT TIME OF CONSTRUCTION.

4. FOR CLARITY, EXISTING GROUND STRUCTURES NOT SHOWN.

5. PROPOSED ANTENNAS WILL BE LIGHT GRAY IN COLOR.

THE COUNTY OF Granville NORTH CAROLINA

PROJECT INFORMATION:

SITE NAME:
WILTON, NC

2555 HIGHWAY 96 SOUTH
FRANKLINTON, NC 27525
GRANVILLE COUNTY

PLANS PREPARED BY:

Kimley»Horn
421 FAYETTEVILLE STREET, SUITE 600
RALEIGH, NC 27601
PHONE: 919-677-2000
WWW.KIMLEY-HORN.COM
NC License F-0102

REV: DATE: ISSUED FOR: BY:

7			
6			
5			
4			
3			
2			
1			
0	01/27/21	CONSTRUCTION	MRD
A	01/18/21	PRELIMINARY	MRD

LICENSER:

NORTH CAROLINA PROFESSIONAL SEAL 046140 ENGINEER MICHAEL R. DOOLITTLE
1/27/21

KHA PROJECT NUMBER:
013492001

DRAWN BY: MRD CHECKED BY: MRD

SHEET TITLE:
ANTENNA AND TOWER ELEVATION DETAILS

SHEET NUMBER:
C3

K:\RAL_Wireless\Granville County (NC)\Wilton\KHRAL-8836 (CDs)\CAD\CDs\Wilton_CDs_R0.dwg kha-cd-stb 01/27/21 3:46 PM by: Ryan.Doolittle

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018

airFiber X Antenna

Slant 45 Antenna for airFiber®

Model: AF-2G24-S45, AF-3G26-S45, AF-5G23-S45, AF-5G30-S45, AF-5G34-S45

UBIQUITI NETWORKS

Model	AF-5G34-S45
Dimensions*	ø 1050 x 421 mm (ø 41.34 x 16.57")
Weight**	13.5 kg (29.76 lb)
Frequency Range	5.1 - 5.8 GHz
Gain	34 dBi
+ 45° Beamwidth	3° (3 dB)
- 45° Beamwidth	3° (3 dB)
F/B Ratio	42 dB
Max. VSWR	1.4:1
Wind Loading	1,779 N @ 200 km/h (400 lbf @ 125 mph)



1 C3 EQUIPMENT SPECIFICATIONS

airFiber 5XHD SPECIFICATIONS

airFiber AF-5XHD	
Dimensions	224 x 82 x 48 mm (8.82 x 3.23 x 1.89")
Weight	0.35 kg (12.3 oz)
RF Connectors	(2) RP-SMA Weatherproof (CH0, CH1) (1) SMA Weatherproof (GPS)
GPS Antenna	External, Magnetic Base
Power Supply	24V, 1A Gigabit PoE Adapter (Included)
Power Method	Passive Power over Ethernet Pins 1, 2, 4, 5 (+) and Pins 7, 8, 3, 6 (-)
Max. Power Consumption	6-12W[3]
Supported Voltage Range	+18 to +54VDC[2]
Mounting	airFiber X Mount (Rocket Mount Compatible) GPS Pole Mount (Included)
Operating Temperature	-40 to 55° C (-40 to 131° F)
Weatherproofing	IP67[3]
Certifications	CE, FCC, IC



System	
Processor	airFiber LTU IC
Maximum Throughput	1.34 Gbps[4, 5]
Maximum Range	100 km[4]
Packets per Second	2+ Million[6]
Latency	1.5 ms - 3.5 ms[7]
Encryption	AES-256
OS	airOS LTU
Wireless Modes	PtP Master/Slave

2 C3 EQUIPMENT SPECIFICATIONS

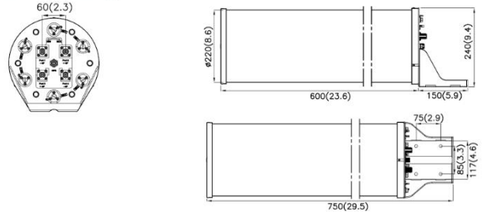
ALPHA WIRELESS DATASHEET AW3672

TECHNICAL SPECIFICATION

Mechanical Specifications		
Dimensions (LxØ)	mm (in)	600 (23.6) x 220 (8.6)
Packing Size (LxWxD)	mm (in)	680 (26.7) x 295 (11.6) x 445 (17.5)
Net Weight (antenna)	kg (lb)	7.5 (16.5)
Net Weight (mount)	kg (lb)	2.5 (5.5)
Shipping Weight	kg (lb)	10 (22)
Connector Type (Female)	-	N Type
Connector Quantity	-	4
Connector Position	-	Bottom
Windload Frontal (at Rated Wind Speed: 150km/h)	N (lbf)	110 (25)
Windload Lateral (at Rated Wind Speed: 150km/h)	N (lbf)	110 (25)
Survival Wind Speed	km/h (mph)	200 (125)
Radome Material	-	UV-Stabilised PVC
Radome Colour	RAL	9010
Product Compliance Environmental	-	RoHS
Lightning Protection	-	DC Grounded
Cold Temperature Survival	°C (°F)	-40 (-40)
Hot Temperature Survival	°C (°F)	70 (158)

Mechanical Illustration

All measurements are in mm (in)



3 C3 EQUIPMENT SPECIFICATIONS

Airspan AirHarmony 4200



4x10W | 2T2R (2X) TX/RX Paths | Dual Sector | 40MHz (UP TO) Bandwidth | CBRS 3.5 GHz

4 C3 EQUIPMENT SPECIFICATIONS

PROJECT INFORMATION:

SITE NAME:
WILTON, NC

2555 HIGHWAY 96 SOUTH
FRANKLINTON, NC 27525
GRANVILLE COUNTY

PLANS PREPARED BY:

Kimley»Horn
421 FAYETTEVILLE STREET, SUITE 600
RALEIGH, NC 27601
PHONE: 919-677-2000
WWW.KIMLEY-HORN.COM
NC License F-0102

REV: | DATE: | ISSUED FOR: | BY:

7			
6			
5			
4			
3			
2			
1			
0	01/27/21	CONSTRUCTION	MRD
A	01/18/21	PRELIMINARY	MRD

LICENSER:

NORTH CAROLINA PROFESSIONAL SEAL 046130 ENGINEER MICHAEL R. DOOLITTLE
1/27/21

KHA PROJECT NUMBER: 013492001

DRAWN BY:	CHECKED BY:
MRD	MRD

SHEET TITLE:
ANTENNA AND TOWER ELEVATION DETAILS

SHEET NUMBER:
C3

K:\RAL_Wireless\Granville County (NC)\Wilton\KHRAL-8836 (CDs)\CAD\CDs\Wilton_CDs_R0.dwg kha-cd-stb 01/27/21 3:46 PM by: Ryan.Doolittle

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018

Granville County

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

To: Board of Commissioners
From: Scott Phillips
Department: Development Services
Date: March 11, 2021

Title: **Roofing Replacement for 208 Wall Street**

PURPOSE:
To award a construction contract for the roofing replacement.

BACKGROUND:
The low-sloped roof on the Wall Street building is over 30 years in age and needing replacement. The current roof has drainage issues resulting in standing water and perimeter issues resulting in moisture infiltration within the exterior walls. During fiscal year 2019-2020 the County retained REI Engineers to design a new design that will raise the roof perimeter increasing the roof slope and eliminate all drainage issues.

On March 2, 2021, Granville County received competitive lump-sum bids for the work described within the project design documents (available for your review upon request). Attached to this request you will find the Certified Bid Tabulation and Recommendation to Award letter from REI Engineers.

FUNDING:
Funding for this project is included within the 2020-2021 fiscal year budget.

RECOMMENDATION:
The Development Services Director recommends awarding the contract to Triangle Roofing Services, Inc. for the amount of $93,400.00.

ATTACHMENTS:
Certified Bid Tabulations from REI Engineers dated March 2, 2021
Recommendation to Award Letter from REI Engineers

ACTION TAKEN:

REI Engineers

Project: Granville County 208 Wall Street Building
Roof Replacement
REI Project No. 019RAL-088

Time: 2:00 p.m., March 2, 2021
Location: Granville County Development Services, Conference Room

Certified Bid Tabulation

Contractor	Base Bid	Lic. #
Curtis Construction Company Inc.	**$127,500.00**	**3529**
Hamlin Roofing Company	**$135,500.00**	**5855**
Triangle Roofing Company	**$93,400.00**	**49606**

This bid tabulation indicates the apparent low bidder and does not constitute an award of contract or bid. This is to certify that the bids tabulated herein were publicly opened and read on the 2nd of March, 2021, at the Granville County Development Services, Conference Room, located at 122 Williamsboro Street, Oxford, NC, and that all said bids were accompanied by certified checks or bidder's bond except as otherwise noted.

I hereby certify this is a true tabulation of bids received.

Robert E. Tomlinson, RRC, BECxP
Senior Project Manager
REI Engineers

REI ENGINEERS
9121 Anson Way, Suite 100, Raleigh, NC 27615
Phone 919.845.1450 Fax 919.870.6885

March 5, 2021

Granville County Development Services
Post Office Box 877
Oxford, North Carolina 27565

Attention: **Mr. Scott Phillips**
Director

Reference: **Roof Replacement at 208 Wall Street Building**
REI Project No. 021RAL-014

Dear Mr. Phillips:

We have reviewed the bids received and recommend the low bidder, Triangle Roofing Services, Inc., be awarded the project. Triangle Roofing Services, Inc. has reviewed their bid and has found no reason to withdraw.

Enclosed for your use is the certified bid tabulation. If you have any questions regarding this project, please do not hesitate to call.

Respectfully submitted,

REI Engineers

Bob Tomlinson, RRC, BECxP
Senior Project Manager

Enclosures: Certified Bid Tabulation

Granville County
Environmental Services

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

To: Board of Commissioners
From: Jason Falls
Department: Environmental Services
Date: March 10, 2021

Title: **NC Highway 56 Convenience Site Road**

PURPOSE:

To consider awarding a contract for site design consulting services for road widening and improvements to the Wilton Convenience Site.

BACKGROUND:

Attached is a proposal from Coulter Jewell Thames, PA for design work for right-of-way and traffic flow improvements to the convenience site entrance off Highway 56. The flow of traffic in and out of the site has proved to be dangerous for motorists for quite some time. There has been numerous accidents at or near the gate from turning vehicles. Staff has received many complaints from residents and users of the site concerning the safety of the site.

The Solid Waste Advisory Committee consisting of Commissioners Zelodis Jay and Jimmy Gooch, the County Manager and staff recently met to discuss various options for improved safety. Discussions included acquiring more land adjacent to site, an additional site elsewhere in the area as well as other entrances and exits, it was decided in the short term to conduct a study on the costs of a turn lane as well as any traffic flow improvements within the site.

It is important to note, that this turn lane will prove to be quite expensive. Site distance(s) as well as right of way agreements may come into play on what is applicable and approved by NCDOT in improving the access. Additionally, without significant construction improvements of the site within; traffic flow modifications will be difficult.

Due to the cost being less than $50,000.00, it is recommended that the Board of Commissioners exempt this service from the Mini-Brooks Act.

FUNDING:
Funding is available within the existing convenience site budget.

[*Finance Department Use: Move budget funds from 59-4710 511, 512, & 515 to Professional Services 59-4710-199 for this project if approved*]

RECOMMENDATION:
The Environmental Services Director recommends:

1. Exempting the County from the Mini-Brooks Act (NCGS 143-64.32 /written exemption of particular contracts), requiring Request for Qualification based selection for professional services based on (a) the contract value is less than the mandatory threshold of $50,000.00.

2. Award a fixed price site design consulting service agreement to CJT, PA in the amount of $24,700.00.

ATTACHMENTS:
Highway 56 Convenience Site

ACTION TAKEN:

CJT pa
SURVEYING / ENGINEERING / LANDSCAPE ARCHITECTURE

LETTER OF AGREEMENT

tendered this 3rd day of March, 2021

To The CLIENT
Jason Falls, Environmental Services Director
Granville County Environmental Services
6584 Landfill Road
PO Box 906
Oxford, NC 27565

By The SITE CONSULTANT
CJT, P.A.
111 West Main Street
Durham, NC 27701

For Site Design Consulting Services for proposed road improvements at the entrance to the existing Wilton Convenience Site located at 3195 NC-56 in Creedmoor, NC as well as conceptual layouts to improve circulation

Description
This proposal is for Surveying and Civil Engineering services for proposed road improvements at the existing Wilton Convenience site on NC 56. It is assumed that these road improvements will consist of an eastbound left turn lane into the site. It is our understanding that the permits required will include NCDOT Driveway Permit and Encroachment Agreements and NCDEQ Erosion Control / Land Disturbance. The proposal assumes that no local or other regulatory approvals will be required. The proposal includes construction services but assumes that the Client will take the lead with bidding and selecting a contractor. In addition, the scope of work will include an evaluation of the circulation of the existing site.

SCOPE OF LIMITED BASIC SERVICES:

1. Surveying
- 1.01 Perform a topographical and location survey including above ground utilities and those marked by NC One Call
- 1.02 Prepare base mapping for use in design and permitting

2. Due Diligence
- 2.01 Work with Client to define scope and general parameters of the project
- 2.02 Work with NCDOT to determine off-site improvements

3. Road Widening Drawings and Permitting
- 3.01 Prepare plans for the road widening on NC-56 as required by NCDOT
- 3.02 Submit plans to NCDOT for review and approval of the widening
- 3.03 Submit plans to NCDEQ for erosion control / land disturbance permit review
- 3.04 Revise plans as directed by the regulatory agencies

4. Construction Observation – To be performed on an as-requested / needed basis and invoiced on a per trip basis
- 4.01 Make site visits (this scope assumes a maximum of 6 site visits - $450 per visit), attend project meetings, provide clarification drawings while the site construction is in progress
- 4.02 Review project submittals and Change Orders
- 4.03 Review site related portions of contractors' applications for payment

** Note that this scope of work does not include geotechnical testing and/or construction observation that will be required by NCDOT for acceptance of the road improvements. This proposal assumes that the Client will obtain the services of a licensed, qualified geotechnical engineer to perform these services and prepare the necessary documentation to submit to NCDOT.

5. Circulation Analysis

5.01 Visit the site to determine existing circulation patterns

5.02 Using GIS and aerial images, prepare up to 3 conceptual alternate traffic patterns for the Client's review

5.03 Meet with the Client to discuss options

** Note that this scope of work is just conceptual and may need further site and/or construction plans for permitting and/or construction.

6. Additional Services not included in Basic Scope of Services, which can be performed at the direction of the Client

- This list is not all inclusive. If a service was not explicitly listed in the scope of basic services above, then it is an additional service.
- Re-designs authorized by the Client including:
  - Re-design of the plan requested by the Client after plans are submitted for Review and Approval
  - Re-designs due to unknown field problems including, but not limited to, unsuitable soil, rock, and/or unknown utilities.
  - Re-designs due to value engineering
  - Re-designs for balanced earthwork
- Septic drain field design
- Field measurement of quantities of unsuitable materials
- Laboratory testing of materials, borings, and specialized geological studies
- Traffic Impact Analysis
- Surveying beyond the scope of Item 1 above
- Construction stake-out of any site features or details
- Permit Application Fees, Site Plan Fees, Re-review Fees, etc.
- Submittals for permits other than those noted above
- Design of any sewage lift / pump stations and force mains
- Plats and easement maps
- Design of retaining walls
- Geotechnical Investigation or Testing Services
- Seasonal High Water Table determinations
- Biological/environmental assessments
- Downstream Analysis of existing storm drainage system
- Rezoning or Special Use permits
- Water and Sewer Main and Services
- Environmental 401 and/or 404 permits for buffer and/or stream or wetland disturbance or intrusions
- Negotiations for property and/or easement acquisition
- Design and/or coordination of relocated utility poles and/or overhead lines
- Design and/or coordination of relocated secondary utilities including, but not limited to, cable, phone, fiber, gas, etc.
- Lighting Design
- Design of Stormwater Treatment Devices (BMP's, SCM's, etc)
- Written Specifications
- Assistance with Bidding and Contract Documents
- Construction Observation beyond the scope listed above
- As-Built/Record Drawings

The Site Consultant will not be responsible for or have control or charge of construction means, methods, techniques sequences or procedures or for safety precautions and programs in connection with the work, and will not be responsible for the contractor's failure to carry out the work in accordance with the contract documents. The Site Consultant will not be responsible for or have control or charge over the acts or omissions of the contractor, subcontractors or any other agents or employees or any other persons performing any of the work. It will be the responsibility of the contractor to verify the depth and location of all underground utilities prior to starting construction. Should any underground utility not be located as shown on the drawings, the contractor will notify the Site Consultant immediately before starting any construction for a resolution of the discrepancy. The Site Consultant will be saved harmless from any damaged utility during construction with the cost for repairing any underground utility borne by the contractor.

CLIENT RESPONSIBILITIES:

The Client will appoint a representative through which all communications with the Site Consultant will take place. The Site Consultant will be allowed access to the site as necessary to perform the work. The Client will be responsible for payment of any and all permit and application fees. The Client will keep the Site Consultant apprised of all relevant information that could affect the work. The Client will also be responsible for any fees charged by utility locating services.

COMPENSATION:

Compensation for Basic Services as outlined in the above Scope of Work will be provided for the fees listed below plus normal reimbursable expenses (printing of plans for submittal and recording). Compensation will be according to the following schedule. Compensation for Item 4 will be billed on an hourly basis as requested by the Client at the hourly rates

listed below for the estimated fee noted below. Compensation for Item 5 will be for the lump sum fee listed below. Additional Services Item 6 will be invoiced on an hourly basis for the standard hourly rates listed below upon receiving written confirmation from the Client.

Item 1	Surveying	$	4,000
Item 2	Due Diligence	$	1,000
Item 3	Road Widening Drawings and Permitting	$	14,000
Item 4	Construction Observation	$	2,700 (estimated)
Total		$	21,700
Item 5	Circulation Analysis	$	3,000
Item 6	Additional Services		Hourly as requested

Standard Hourly Rates

Principal Engineer	$	160.00/hour
Principal Landscape Architect	$	160.00/hour
Principal Surveyor	$	160.00/hour
Licensed Professional Engineer	$	150.00/hour
Licensed Professional Landscape Architect	$	150.00/hour
Licensed Professional Surveyor	$	125.00/hour
Survey Crew – 2 person	$	135.00/hour
Survey Crew – 1 person	$	95.00/hour
Associate Landscape Architect	$	100.00/hour
Engineer-in-Training	$	100.00/hour
AutoCAD/Survey Technician	$	85.00/hour
Secretarial	$	55.00/hour
Sub-Consultant		Cost + 5%

Standard Reimbursable Expenses

Large Print Copies	$1.75/sheet – 24”x36” size $2.25/sheet – 36”x42” size
Photocopies	$0.10 /page
Out of Town Mileage	$0.56 / mile
Postage, Express Mail	cost
Long Distance Phone	cost
Film and Photo processing	cost
Out of Town Travel Expenses	cost

BILLING AND PAYMENT:
The Consultant will invoice the Client monthly for the time spent since the previous billing period. Payment will be due within 15 days from the date of that invoice. Invoices more than 30 days past due will accrue interest of 1% per month. Should payment be delinquent more than 60 days, the Consultant has the right to stop all work on the Project until all payments are brought current in addition to all other rights and remedies at law and equity. The duties and obligations imposed by this agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any duties and obligations of the Client, and rights and remedies otherwise available to the Site Consultant at law and equity.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as the day and year written.

Granville County Environmental Services: ATTEST

_____ _____

Name/Title/Date Name/Title/Date

For The Site Design Consultant
CJT, P.A.

_____

Preston Royster, PE Vice President

Date: _____

Granville County
Finance

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

To: Board of Commissioners
From: Debra Weary
Department: Finance
Date: March 10, 2021

Title: **Surplus Vehicles**

PURPOSE:
To consider declaring items as surplus in order to be sold via online auction platform.

BACKGROUND:
North Carolina General Statutes require the Board of Commissioners to formally declare items surplus prior to the sale. Per Granville County's surplus procedures, items with a potential value over $1,000 should be declared as surplus prior to selling.

The items to be declared surplus are:

- Hustler Mower
- Dakota Top Dresser

The mower is a Hustler 60 inch deck. The starter is broke. It is about 11 years old with almost 3000 hours on it. Has a hydraulic leak around left tire.

The top dresser is a Dakota 420. It is about 15 years old. Brand new controller and electrical lines for the system. The conveyor belt and spinners work where you can throw sand out the back for top dressing. The conveyor only goes in that one direction. Has a right flat tire.

RECOMMENDATION:
The Finance Director recommends declaring the listed vehicles as surplus property and authorize County Staff to sale the items on the online platform GovDeals.com.

ACTION TAKEN:

Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: February 4, 2021

Title: **Orange Street Community Center**

PURPOSE:
The term of Elijah Strater, Jr. (District 1) expired December 31, 2020.

BACKGROUND:

Others serving:	Larry D. Downey	District 1
	Iris Evans	District 1
	Ronnie Nowood	District 1
	Catherine Comer Jones	District 2
	Edward Latta	District 2
	Rev. Ronnie Morton	District 1 apptd. by District 3
	Paula Jones	District 4
	Juanita Rogers	District 4
	Bonita Green	Ex-Officio

ACTION TAKEN:

Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: February 4, 2021

Title: **Veterans Affairs Committee**

PURPOSE:
To make appointment to the Veterans Affairs Committee.

BACKGROUND:
The term of Fred Bradsher (District 7) expires in February. Mr. Bradsher has asked to be replaced.

Others serving:	Michael K. Allen	District 1
	Ronnie Boyd	District 2
	Michael O'Briant Turner	District 6 appointed by 3
	Harriet Morton	District 4
	Michael Scott	District 5
	Allan Strickland	District 6
	Lynette Breisacher	Spouse of a Veteran
	Judy Smith	Female Veteran
	Anne Williams	At-Large Member
	Charles Miller	Ernest F. Hart American Legion Post 90
	James E. Hunsuckle	Butner-Creedmoor VFQ Post 10777
	Larry Hester	Hester-Crews American Legion Post 166
	Charles Penland	Moses S. Cash American Legion Post 161
	Rodney Frazier	Staff Representative
	Russ May	Commissioner

ACTION TAKEN:

Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: March 9, 2021

Title: **Animal Control Advisory Committee**

PURPOSE:

The terms of Dr. Trudi J. Bowden (District 1), Michael Coovert (District 3), Dean Richards (District 5), Jerry Dunn (District 7), and Dr. Diana Dudley(Veterinarian) expired in February.

BACKGROUND:

Others serving:

Sarah Gabel	District 2
Dr. Abigail Crownshaw	District 3 appointed by District 4
Angela Gooch	District 6
Matt Katz	Ex-Officio
Lisa M. Harrison	Ex-Officio
Sue Hinman	Commissioner
Ed Rosen	The Humane Society of Granville County

ACTION TAKEN:

Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: March 3, 2021

Title: **Creedmoor Planning Board - Extraterritorial Member**

PURPOSE:
To make appointments/reappointments to the Creedmoor Planning Board – Extraterritorial Members.

BACKGROUND:
The terms of Robert Gorham and Dennis Lester expire in March. They are both willing to serve and the Creedmoor Board of Commissioners voted to recommend their reappointment at their March 2, 2021 meeting.

Others serving: Mitchell J. "Mike" Allen, Jr.

RECOMMENDATION:
The Creedmoor Board of Commissioners voted to recommend the reappointments of Robert Gorham and Dennis Lester at their March 2, 2021 meeting.

ACTION TAKEN:

Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: February 4, 2021

Title: **Oxford Zoning Board of Adjustment**

PURPOSE:
The term of Ellis Bagby, Alternate (District 4) expired in February. Mr. Bagby has moved and needs to be replaced.

Others serving:	Leonard Overton	District 2
	Steve Pruitt	District 2
	LuAnne Elliott Gilligan	District 3
	Annie Nesbitt	District 3
	Harold Satterwhite	District 4
	Stewart Harris, Alternate	District 1

ACTION TAKEN:

Granville County

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

To: Board of Commissioners
From: Debra Weary
Department:
Date: March 10, 2021

Title: **Granville County Fire Department Needs Subcommittee**

PURPOSE:
To create and appoint members to the Granville County Fire Department Needs Subcommittee.

BACKGROUND:
The Emergency Services Advisory Committee recommends a subcommittee called the Granville County Fire Department Needs Subcommittee and recommended the following structure of the committee:

Granville County Fire Department Needs Subcommittee	
Volunteer Fire Department (North - 1)	
Volunteer Fire Department (North - 2)	
Volunteer Fire Department (South - 1)	
Volunteer Fire Department (South - 2)	
Paid Fire Department	
County Commissioner	
County Commissioner	
Fire Marshal	Ken Reeves
Ex Officio	Reba Duke

It is suggested that appointments are made for 2-year terms and that the subcommittee meet as needed.

RECOMMENDATION:

The Emergency Services Advisory Committee recommends the County Board of Commissioners appoint members to a subcommittee called the Granville County Fire Department Needs Subcommittee based on the above-mentioned structure.

ACTION TAKEN:

Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: March 9, 2021

Title: **Granville County ABC Board**

PURPOSE:
The term of Michael Smith expires in March.

Others serving: William R. "Bill" Crosby
Robert T. "Rob" Williford

ACTION TAKEN:

Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: March 9, 2021

Title: **South Granville Memorial Gardens Board of Trustees**

PURPOSE:

The terms of James Russell, Elbert Oakley, Jr., Mary Ann Lunsford, Dallas H. Champion and Rev. John Gooch expire in March.

BACKGROUND:

Others serving: Jean Ellis
Kenneth Bullock
Darlene D. Beck, Alternate

ACTION TAKEN:

Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: March 10, 2021

Title: **County Commissioner Advisory Board to Cardinal Innovations Healthcare**

PURPOSE:
To appoint a County Commissioner to the County Commissioner Advisory Board for Cardinal Innovations Healthcare.

BACKGROUND:
The County Commissioner Advisory Board (CCAB) has been established and organized pursuant to General Statute § 122C-118.2 to serve as an advisory board to Cardinal Innovations Healthcare (Cardinal). The CCAB shall serve as an advisory board to Cardinal, including its Chief Executive Officer, on matters pertaining to the delivery of services for individuals with mental illness, intellectual or other developmental disabilities, and substance use disorders. A copy of the charter is attached for more details.

ATTACHMENTS:
County Commissioner Advisory Board Charter

ACTION TAKEN:

DocuSign Envelope ID: E3CB2068-F572-428E-A6FB-09A7FCE035D4

CHARTER
OF THE
COUNTY COMMISSIONER ADVISORY BOARD

ARTICLE I
NAME

Section 1. Organization

1.1 *Establishment*. The County Commissioner Advisory Board (the "CCAB") is established and organized pursuant to G.S. § 122C-118.2 to serve as an advisory board to Cardinal Innovations Healthcare ("Cardinal").

1.2 *Independent Entity*. The CCAB shall be an independent, self-governing entity that exists separate and apart from Cardinal and its other advisory boards and committees.

ARTICLE II
PURPOSE AND AUTHORITY

Section 1. Purpose

Subject to Article 4 of Chapter 122C of the General Statutes or other applicable law and this Charter, the CCAB shall serve as an advisory board to Cardinal, including its Chief Executive Officer, on matters pertaining to the delivery of services for individuals with mental illness, intellectual or other developmental disabilities, and substance use disorders.

Section 2. Powers and Duties

2.1 *Appointment of Directors to the Cardinal Board*. Consistent with its rights and obligations as an initial appointing authority under G.S. § 122C-118.1, the CCAB shall serve as a Selection Committee for purposes of appointing and re-appointing directors to the Cardinal Board, and shall, consistent with its scope of authority under G.S. § 122C-118.1 or other applicable law, fill vacancies on the Cardinal Board before the end of the term of the vacated seat or within ninety (90) days of the vacancy, whichever occurs first, and the appointments shall be for the remainder of the unexpired term.

2.2 *Removal of Directors from the Cardinal Board*. Consistent with its scope of authority as an initial appointing authority under G.S. § 122C-118.1 or other applicable law, the CCAB shall have the right to remove a director, with or without cause, from the Cardinal Board.

2.3 *Voting On Appointment and Removal of Cardinal Directors.* The affirmative act at a meeting of a majority of the voting members of the CCAB then serving in office shall be required to appoint or remove a director from the Cardinal Board (e.g., by way of illustration, this means the affirmative act of at least 11 members, based on a 20-member CCAB, is required to appoint or remove a director from the Cardinal Board).

DocuSign Envelope ID: E3CB2068-F572-428E-A6FB-09A7FCE035D4

2.4 *Scope of Authority*. Pursuant to G.S. § 122C-118.2 or other applicable law, the CCAB shall serve solely in an advisory capacity to Cardinal, and shall have no authority over its budgeting, personnel, governance or policymaking decisions.

ARTICLE III
REPORTING

Section 1. Reporting to the Cardinal Board

The CCAB shall designate a member to provide a report regarding its actions and decisions at the immediately following Cardinal Board meeting, or as soon as reasonably practicable thereafter, and shall otherwise regularly report on its findings and make recommendations to the Cardinal Board, as appropriate, regarding matters pertaining to the delivery of services for individuals with mental illness, intellectual or other developmental disabilities and substance use disorders.

ARTICLE IV
MEETINGS

Section 1. Number

Regular meetings of the CCAB shall be held at such times and places as may be fixed by the CCAB. Special called meetings of the CCAB may be called by the Chair or at the request of three (3) or more members of the CCAB after notifying the Chair in writing. The CCAB shall meet at least two (2) times per year.

Section 2. Notice of Meetings

The Secretary of the CCAB, or his or her designee, shall provide notice of all meetings of the CCAB in accordance with G.S. § 143-318.12 or other applicable law.

Section 3. Quorum and Voting; Abstentions

3.1 *Quorum and Voting*. A majority of the number of voting members then serving in office shall constitute a quorum for the transaction of business (e.g., by way of illustration, a quorum shall mean at least 11 members based on a 20-member CCAB). Except as otherwise provided in Article II, Section 2.3, the affirmative act of a majority of the members present and voting at a meeting, at which a quorum is present, shall be an act of the CCAB. Once a quorum has been established at a meeting, the members present can continue to conduct business until adjournment of the meeting, notwithstanding the withdrawal of enough members to leave less than a quorum.

3.2 *Abstentions*. Except in cases of a recusal due to a personal conflict of interest, a member who abstains from voting shall be considered as having acquiesced in the action favored by the majority of those who do vote, and any such member abstaining shall be counted as having voted in the affirmative in favor of the majority.

DocuSign Envelope ID: E3CB2068-F572-428E-A6FB-09A7FCE035D4

Section 4. Meeting By Remote Communication

Meetings of the CCAB may be conducted by conference telephone, video conference, or any other similar means of remote communication. Participation by such means shall constitute presence in person at a meeting; provided, that, all members participating in the meeting can hear each other at the same time, and each member can participate in all matters before the CCAB, including, without limitation, the ability to propose, object to, and vote upon a specific action to be taken by the CCAB.

ARTICLE V
OFFICERS

Section 1. Officers

The officers of the CCAB shall consist of a Chair, a Vice-Chair and a Secretary, including any other officers or agents as may be deemed necessary by the CCAB. The Chair and Vice-Chair shall be members of the CCAB, and the Secretary may, but need not be, a member of the CCAB. Any two or more offices may be held by the same member.

Section 2. Election and Term of Office

2.1 *Chair and Vice-Chair*. The Chair and Vice-Chair shall be elected by a majority vote of the CCAB. The Chair and Vice-Chair shall hold office for a term of three (3) years and shall serve for such term until the election and qualification of a successor, or until such officer's death, resignation or removal.

2.2 *Secretary*. The Secretary shall be appointed by the Chair and shall hold office until the election and qualification of a successor, or until such officer's death, resignation or removal.

Section 3. Removal

Any officer elected by the CCAB may be removed, with or without cause, upon a majority vote of the CCAB.

Section 4. Chair and Vice-Chair

4.1 *Chair*. The Chair shall preside at all meetings of the CCAB and shall perform all other duties as are properly required by the CCAB.

4.2 *Vice-Chair*. The Vice-Chair shall perform the duties and exercise the powers of the Chair in his or her absence and shall perform any other duties as the CCAB or the Chair may assign.

Section 5. Secretary

The Secretary shall attend all meetings of the CCAB and shall record all votes and the minutes of all proceedings. The Secretary shall give, or cause to be given, notice of all meetings of the CCAB and shall perform other duties as may be required by the CCAB or the Chair. The Secretary shall be the custodian of the records of the CCAB.

DocuSign Envelope ID: E3CB2068-F572-428E-A6FB-09A7FCE035D4

ARTICLE VI
MEMBERSHIP AND APPOINTMENT

Section 1. Membership and Appointment

1.1 *Membership*. In accordance with G.S. § 122C-118.2 or other applicable law, the CCAB shall be comprised of one county commissioner from each county within Cardinal's catchment area.

1.2 *Appointment of Members*. Each board of commissioners within Cardinal's catchment area shall designate a commissioner to serve on the CCAB.

Section 2. Term of Office

Pursuant to G.S. § 122C-118.2 or other applicable law, each board of commissioners may determine the manner of appointment, the term of office, and the conditions under which its appointment will serve on the CCAB. Members of the CCAB shall hold office and shall serve for such term until the appointment and qualification of a successor, or until such member's death, resignation or removal.

ARTICLE VII
AMENDMENT OF CHARTER

Section 1. Amendment of Charter

The CCAB may make, amend or repeal this Charter at any regular or special called meeting of the CCAB at which a quorum is present, by a majority vote of the members attending.

ARTICLE VIII
MISCELLANEOUS

Section 1. Maintenance of Records

The CCAB shall maintain adequate and correct accounts, books and records of its meetings or other activities, as required by law.

Section 2. Invalid Provisions

If any one or more of the provisions of this Charter, or the applicability of any provision to a specific situation, shall be held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Charter and all other applications of any provision shall not be affected thereby.

DocuSign Envelope ID: E3CB2068-F572-428E-A6FB-09A7FCE035D4

PASSED, ADOPTED, and APPROVED on the 21st day of October, 2020.

DocuSigned by:
Mark Richardson
6648B655D38448B...

Mark Richardson
Chair

DocuSigned by:
Chuck Hollowell
29B9F3E07B3F45A...

Wallace C. Hollowell, III
Secretary

Granville County
Parks and Grounds

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

To: Board of Commissioners
From: Michael Felts
Department: Parks and Grounds
Date: March 10, 2021

Title: **Granville Athletic Park Buffalo Turbine Blower**

PURPOSE:
To consider the purchase of a Buffalo Turbine Blower from Revels Turf & Tractor.

BACKGROUND:
As you may recall, when the County undertook the GAP Phase III project, it was anticipated that an additional full-time Parks and Grounds staff position to assist with the increased facility maintenance from the added recreational elements.

Current staff have worked to acquire the skills necessary to maintain the tennis courts and other Phase III elements, and the Park Director believes if the County can purchase the large pull behind blower, they will be able to adequately maintain the courts with the existing staff levels.

The Parks and Grounds Director received three (3) quotes for the requested blower; Buffalo Turbine Blower Tow-Behind with wireless remote, which is summarized in the table below.

Revels Turf & Tractor	$7,990.00
Finch Services, Inc.	$8,200.00
Greenville Turf & Tractor	$8,390.00

It should be noted that the cost of the blower is less than the funding needed to add an additional full-time staff member for the remainder of this fiscal year and the Phase III project is expected to be fully complete in the next few months.

Comment by Parks and Ground Director:

"*This blower would serve purpose of keeping the tennis courts clear of debris as well as the pavilion, parking lots, trails, and the Bermuda fields. This is what golf courses use on their fairways. We would love to have it right off the bat especially with the courts about to open and the fields getting ready to be maintained with all the debris from the winter (pine cones sweet gum balls sticks etc.).*"

FUNDING:

Sufficient funding for this purchase is included within the approved FY 2020-2021 budget.

[Finance Department Use: Please move budgeted funds from 10-4251-442 GAP Improvement Projects to 10-6130-510 to fund the purchase of this equipment if approved]

RECOMMENDATION:

The Parks and Grounds Director recommends purchasing a Buffalo Turbine Blower Pull behind unit with remote from Revels Turf & Tractor for a price of $7,990.00.

ACTION TAKEN:

Granville County
Veterans Services

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

To: Board of Commissioners
From: Debra Weary
Department: Veterans Services
Date: March 9, 2021

Title: **Veterans Service Office and Personnel**

PURPOSE:

To consider a proposed lease agreement for Veteran Service Officer (VSO) office space by the City of Creedmoor and to discuss the possibility of a full-time Veteran Service Technician (VST) position.

BACKGROUND:

During the fiscal year 2020-2021 budget process; Rodney Frazier, Granville County VSO, prepared the attached Narrative of the Granville County Veterans Service Officer Duties and Responsibilities to support his request for a full-time Administrative Assistant or VST position. During the budget process it was noted that one of the reasons for not funding the request effective July 1, 2020 was due to the lack of office space available to accommodate 2 full-time positions in the Veteran Service Office.

Representatives from the City of Creedmoor reached out to Rodney Frazier and the Veteran Affairs Committee and expressed an interest in providing office space for the relocation of the Granville County Veteran Service Office to Creedmoor at the Park Avenue Facility. This facility is currently under plans to be renovated and the City of Creedmoor has identified space within their City Hall to accommodate current and potentially increased VSO staff until the Park Avenue Facility renovation is completed. A proposed lease is attached for your reference.

On February 26, 2021 the County Manager met with Mr. Robert Johnson, NCDMVA Center Region III Manger and Mr. Reggie Sandlin to discuss how to better serve our local veterans during Rodney Frazier's extended absence.

The Granville County VSO has been out on extended medical leave since late January and Granville County Veterans are being assisted by the Regional Veteran Service Center (VSC). Reggie Sandlin is our direct contact at the VSC and he and his staff are doing a great job of assisting our local veterans,

however the County has experienced some significant challenges during the transition, which could have been avoided or mitigated with a VST position.

Mr. Johnson provided the attached VST job description and the associated letter of intent for your reference. Mr. Johnson and Mr. Sandlin have offered to assist with the posting and evaluation of applicants if the full-time VST position is authorized.

FUNDING:

Funding required to move the office, if approved, would include only the costs associated with physically moving furniture and files, establishing internet service, and the connection for our existing VoIP phone system. This cost would be included in the fiscal year 2021-2022 operating budget and is expected to be nominal.

Funding to hire a VST is estimated for the current fiscal year at approximately $8,000 and full funding of salary and benefits estimated at $47,217 would be included in the fiscal year 2021-2022 annual budget if approved.

RECOMMENDATION:

The County Manager recommends approving the lease with the City of Creedmoor, pending final review by the Granville County Attorney allowing for minor edits as deemed necessary by the Attorney.

The County Manager further recommends the posting and hiring of a full-time VST position for the Granville County Veteran Service Office.

ATTACHMENTS:

Proposed Lease with City of Creedmoor for VSO office space
County VSO Narrative of Duties
VST Job Description
Letter of Intent from Mr. Robert Johnson

ACTION TAKEN:

Counties Veterans Service Officers and Veterans Service Technicians are like prosecutors or defense attorneys. They're always building a case for their clients. Three-quarters to 90 percent of the veterans' claims submitted for VA benefits come through a county veterans service office. The CVSOs are staffed by accredited Veterans Service Officers, trained to navigate a bureaucracy nearly as complex as a military campaign. The Veterans Service Officers help veterans gather the necessary paperwork to support claims, file claims and assist in appealing claims that have been denied. It requires tenacity and passion at the highest level.

The County Veterans Service Officer and Veterans Service Technicians are the at-home, back-to-the-community stop for veterans who have served the nation, fighting its wars and keeping its peace. They are the local link in an intergovernmental chain serving the country's 24.8 million plus veterans. Counties Veterans Service Officer stretches back to the Civil War, but really took off after World Wars I and II. The offices exist at the county level, by statute, in more than half of the states. Some states do not have CVSOs, including the District of Columbia and Puerto Rico.

That doesn't mean there is no help for veterans. State regional veterans affairs offices and Veterans Service Organizations such as the VFW, American Legion and American Veterans have VA-accredited service officers, but they are unlikely to know the community as well as a county-level officer would, and not be as facile at making connections with other nonprofit organizations in the community serving vets. Mr. Michael Felts, if a county is interested in opening its own County Veterans Service Officer and Veterans Service Technicians, I suggests the first steps involve a political commitment to fund the office, and a sweep of the veteran demographics in the county, including a review of the nonprofits already serving the veteran population. The information that I have just mentioned in this paragraph has currently been executed, therefore, hiring a Veterans Service Technician to assist the Veterans Service Officer should be an easy process.

In some states CVSOs are Independent Departments. In other states, they reside in the county health and human services department. Contacting the North Carolina Department of Military and Veterans Affairs is a good way to start. NCDMVA can recommend staffing levels, supply model job descriptions and address budgeting needs, which I will include in this e-mail. Mr. Felts, I have outlined the importance and need of a Veterans Service to assist the Veterans Officer at the Granville County Veterans Service Center. Mr. Felts, you stated to me and Mr. Sandlin that GCVSC will [potentially] be relocated to Creedmoor, which will have additional rooms and more space to serve Veterans and their families. This will be an opportune time for you and your Board Members to make a decision that will benefit the Veterans and the community at large. Sir, I am asking you to carefully read this letter regarding the importance of hiring a Veterans Service Technician to assist in the absence of the Veterans Service Technician.

Mr. Robert L. Johnson

Robert L. Johnson

NORTH CAROLINA
GRANVILLE COUNTY

LEASE AGREEMENT

This LEASE AGREEMENT (the "Agreement") is made and entered into this the 15th day of March, 2021~~_____, 20__ by~~, by and between the City of Creedmoor, a North Carolina municipal corporation (the "City"), and Granville County, a political subdivision of the State of North Carolina (the "County").

WITNESSETH

Subject to the terms and conditions set out in this Agreement, and for good and sufficient consideration, the City does hereby let and lease to the County, and the County hereby accepts as a tenant of the City the Premises described herein for use as the Granville County Veteran Services Office (the "VSO"). The terms and conditions of this Agreement are as follows:

1. EFFECTIVE DATE AND LEASE TERM. The effective date of this Agreement shall be July 1, 2021. The Premises described herein shall be available to the County on July 1, 2021. The term of this Agreement shall be for ten (10) years from the effective date of the Agreement. This Agreement shall not automatically renew.

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

3. DESCRIPTION OF THE PREMISES.

A. TRANSFER OF PREMISES. The Premises to be initially occupied by the VSO shall be located within the Creedmoor City Hall, located at 111 Masonic Street in Creedmoor ("City Hall"), until such time as renovations to the City-owned facility located at 109 Park Avenue in Creedmoor (the "Park Avenue Building") are completed. Upon the completion of the

renovations to the Park Avenue Building, the VSO shall be relocated at the City's~~County's~~ expense and within a reasonable time period to the Park Avenue Building. Upon completion of the transfer, all terms, rights, and responsibilities under this Agreement with respect to the "Premises" shall be transferred from City Hall to the Park Avenue Building.

B. CITY HALL PREMISES. With respect to City Hall, the Premises shall include the vacated offices of the Recreation Director and Recreation Events Coordinator. The VSO may also use the City Hall conference room, provided that the Creedmoor City Manager or his or her designee shall have discretion as to when and in what manner the VSO may use the conference room.

C. PARK AVENUE BUILDING PREMISES. With respect to the Park Avenue Building, the City shall provide a description of the Premises to the County and the County Veteran Services Officer upon approval of a final layout of the renovated Park Avenue Building by the Creedmoor Board of Commissioners. The City shall make a good-faith effort to provide the VSO with a space that is approximately 195 to 215 square feet in area, provided that nothing in this Agreement constitutes a guaranteed minimum square footage to be provided. The exact-square footage provided to the VSO may be greater or less than the amounts specified herein. The VSO may also use any conference room in the Park Avenue Building, provided that the Creedmoor City Manager or his or her designee shall have discretion as to when and in what manner the VSO may use the conference room.

4. USE OF THE PREMISES. The County shall have exclusive use of the Premises. The Premises shall be used by the County solely for the Veteran's Service Office, including for related programming, administration, and equipment and materials storage, and the County shall

not make use of the Premises for any other purpose without prior approval of the Creedmoor Board of Commissioners.

5. UTILITY COSTS. The City shall provide and pay for all basic utility services, including but not limited to water, sewer, heating, air conditioning, and electricity. Additional services such as, but not limited to, phone and Internet service shall be the responsibility of the County.

6. MAINTENANCE. The City shall maintain in good repair the roof, walls and structural portions of City Hall and the Park Avenue Building; all heating, plumbing, electrical and air conditioning systems; any conduit and wiring necessary for computers, internet access, and/or telephone systems; and the grounds of City Hall and Park Avenue Building during the term of this Agreement. The County shall be responsible for all minor repairs to the Premises, not to exceed One Thousand 00/100 Dollars ($1,000.00) annually. Prior to initiating any repairs on the Premises, the County shall obtain written approval from the City Manager or his or her designee, which approval shall not be unreasonably withheld. Repairs and maintenance exceeding One Thousand 00/100 Dollars ($1,000.00) annually shall be the responsibility of the City.

7. INDEMNIFICATION AND INSURANCE.

A. COUNTY INDEMNIFICATION AND INSURANCE: The County agrees that it will hold harmless the City from all injury or damage to person or property caused by the negligence of the County, County's employees, agents, invitees, or licensees in, on or about the Premises including, without limitation, all costs, expense, claims, or lawsuits arising in connection therewith.

The County shall keep in force at its own expense so long as the Lease remains in effect public liability insurance with respect to the Leased Premises with minimum limits of

$1,000,000.00 on account of bodily injuries to or death of one person, and $2,000,000.00 on account of bodily injuries to or death of more than one person as the result of any one accident or disaster; and property damage insurance with minimum limits of $1,000,000.00 property damage each occurrence/$2,000,000.00 aggregate, in companies and in a form acceptable to the City for the benefit of the City and its lender, if any. The County shall name the City as Additional Insured under such policy or policies, and the City shall be notified at least ten (10) days prior to any reduction or cancellation of coverage. The County shall provide the City with a certificate of insurance evidencing such coverage within thirty (30) days after the commencement of this Agreement. The County shall insure its personal property on the Premises in such amount and in such manner as the County in its sole discretion may determine.

B. CITY INDEMNIFICATION AND INSURANCE: The City agrees that it will hold harmless County from all injury or damage to person or property caused by the negligence of the City, City's employees, agents, invitees, or licensees in, on or about the Premises including, without limitation, all costs, expense, claims, or lawsuits arising in connection therewith.

The City shall keep in effect during the term of this Lease commercial general liability insurance protecting the City and any contractor or subcontractor working of on behalf of the City from claims of bodily injury or property damage which arise from operation of this Lease. The amounts of such insurance shall not be less than $1,000,000.00 bodily injury each occurrence/$2,000,000.00 aggregate and $1,000,000.00 property damage each occurrence/$2,000,000.00 aggregate. The City shall provide the County with a certificate of insurance evidencing such coverage within thirty (30) days after the commencement of this Agreement.

8. ALTERATIONS; IMPROVEMENTS. The County may make such alterations and improvements to the Premises as are approved by the City. Approval shall be within the sole discretion of the City. Minor alterations or improvements, such as but not limited to painting, may be approved in writing by the City Manager or his or her designee; major alterations or improvements may only be approved by the Creedmoor Board of Commissioners. All improvements, except fixtures which may be removed without damage to the Premises, shall become the property of the City upon the expiration or termination of this Agreement.

9. ASSIGNMENT; SUBLETTING. The County shall not, without the prior written consent of the Creedmoor Board of Commissioners, assign or sublet any portion of the Premises to any third party. Consent to any assignment or sublease shall not impair this provision, and all later assignments or subleases shall be made only with the prior written consent of the Creedmoor Board of Commissioners.

10. DEFAULT. Any material breach of this Agreement by either party shall constitute a default. In the event of default, the defaulting party shall have thirty (30) days from written notice of the default by the other party to cure the default. If the defaulting party does not timely cure the default, the other party may, with written notice, terminate the Agreement immediately. If either party hires an attorney to enforce its rights upon default and termination, the losing party in litigation shall be liable for the prevailing party's reasonable attorney's fees and other related costs.

11. HOLDING OVER. If the County remains in possession of the Premises after the expiration of the term of this Agreement, with the City's acquiescence and without any express agreement of the parties, the County shall be a tenant at will. If the County remains in possession of the Premises after the expiration of the term of this Agreement without the City's acquiescence, the County shall be a tenant at sufferance.

12. DESTRUCTION OR DAMAGE. If the Premises are destroyed by storm, fire, lightning, earthquake, or other casualty, this Agreement shall automatically terminate as of the date of such destruction and the rent due shall be prorated from that date. The City shall restore the damaged facilities to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall recommence. Notwithstanding the foregoing, if the Premises are more than Fifty Percent (50%) damaged, with such value being the insurance replacement value, appraisal from a certified appraiser, and/or a damage and repair estimate from a licensed general contractor, the City may, in its sole discretion, terminate this Agreement immediately.

13. TERMINATION. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time and for any reason or no reason at all upon one hundred and eighty (180) days written notice to the other party.

14. SURRENDER BY THE LESSEE OF THE DEMISED PROPERTY IN GOOD ORDER AND CONDITION. Upon the expiration or termination of this Agreement, the County shall vacate the Premises in good order and repair, ordinary wear and tear excepted. The County shall remove all of its property maintained on the Premises so that the City can repossess the Premises no later than midnight on the day upon which this Agreement ends.

15. DISPUTE RESOLUTION. If a dispute arises under or by virtue of this Agreement, the Creedmoor City Manager and the Granville County Manager shall first make a good-faith effort to resolve the dispute informally with such input as may be required from their respective governing board. If the dispute cannot be resolved informally, either party may file suit in either the Granville County Courts or the United States District Court, Eastern District of North Carolina, as appropriate.

16. ENTIRE AGREEMENT; AMENDMENTS. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein shall be of any force or effect. This Agreement may not be modified except by a writing signed by all the parties hereto.

17. NOTICE. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed given as of (a) the date it is delivered by hand to the parties listed below; (b) the date three days following the date it is deposited in the mail, postage prepaid, return receipt requested, addressed to the parties listed below; (c) the day it is delivered by email to the parties listed below; or (d) the date three days following the date it is sent, shipping prepaid, return receipt requested, by a national courier service, addressed to the parties listed below:

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

Commented [TM1]: Mr. Smith will be starting with the City next week. We'll send you a draft lease with his City-issued email once that has been created.

Copies of all notices shall be given by e-mail on the day notice is initiated as described above. Either party may change the notice information contained herein by providing written notice to the other party of said changes.

18. NO WAIVER OF QUALIFIED IMMUNITY. No officer, agent or employee of either Party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in

their individual capacities. This section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

19. FORCE MAJEURE. No party shall be liable for any failure, delay, or interruption in service or for any failure or delay in the performance of any obligation under this Agreement due to strikes, walkouts, acts of God, governmental restriction, enemy action, civil commotion, unavoidable casualty, unavailability, or other similar acts beyond the reasonable control of either Party.

20. SEVERABILITY. If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

21. APPLICABLE LAW. All matters relating to this Agreement shall be governed by the laws of the State of North Carolina, without regard to its choice of law.

22. E-VERIFY. Any contractor or sub-contractor hired by any of the Parties in association with this Agreement shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq.

23. RESTRICTED COMPANIES LIST. Any contractor or sub-contractor hired by any of the Parties in association with this Agreement shall not be included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58 or the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

24. PRE-AUDIT. This Agreement has been pre-audited in the manner required by the North Carolina Local Government Budget and Fiscal Control Act as evidenced by the signatures of the finance officers of each of the parties attached hereto and incorporated herein by reference.

25. MEMORANDUM. Any party may, at any time and at their own expense, cause a Memorandum of this Agreement to be recorded in the office of the Register of Deeds for Granville County in a form prescribed by North Carolina law.

26. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall be deemed to constitute one and the same document.

[This area has been left blank intentionally. Signatures are on the following page.]

IN TESTIMONY WHEREOF, the parties have executed this Agreement in duplicate originals, one of which is retained by each of the parties, this the day first above written.

CITY OF CREEDMOOR	GRANVILLE COUNTY
By: _____	By: _____
Robert Wheeler, Mayor	Sue Hinmann, Chairman of the Granville County Commissioners
ATTEST:	ATTEST:
_____	_____
Terry Hobgood, Creedmoor City Clerk	Debra A. Weary, Clerk to the Granville County Board of Commissioners
[SEAL]	[SEAL]

PRE-AUDIT CERTIFICATION

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

_____
Stephen M. McNally
Finance Director, County of Granville

PRE-AUDIT CERTIFICATION

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

_____
, Finance Director, City of Creedmoor

Narrative of the Granville County Veterans Service Officer Duties and Responsibilities

January 31, 2020

The Granville County Veterans Service Office is directly responsible for bringing in 33.7 million dollars to Granville County in benefits and compensation (this does not include retiree pay). 6.5 percent of the population of Granville County are Veterans (this 6.5 does not represent spouses, minor dependents and veteran inmates that are served on a daily basis).



What is the primary purpose of the Veteran Service Officer in Granville County?

I. To serve as the principal advocate for the county's nearly 4,000 veterans. To serve all veterans and their families with dignity and compassion by providing efficient and timely assistance in preparing, submitting, and presenting all claims for benefits to which they may be entitled.

II. Provides coordination of benefits for veterans and their dependents; interprets and applies benefit requirements for pension, compensation, medical services, rehabilitation training, educational benefits, home loans, death benefits, and other provisions offered by federal and state agencies.

III. Develops and prepares claims.

IV. Establishes and maintains appropriate records and reports.

V. Assists veterans in filing VA appeals.

VI. Recommends and administers departmental budget.

VII. Technical and detailed knowledge of Federal Law, Veteran Administration Rules/Regulations and State Laws/Regulations along with independent initiative and judgment are required.

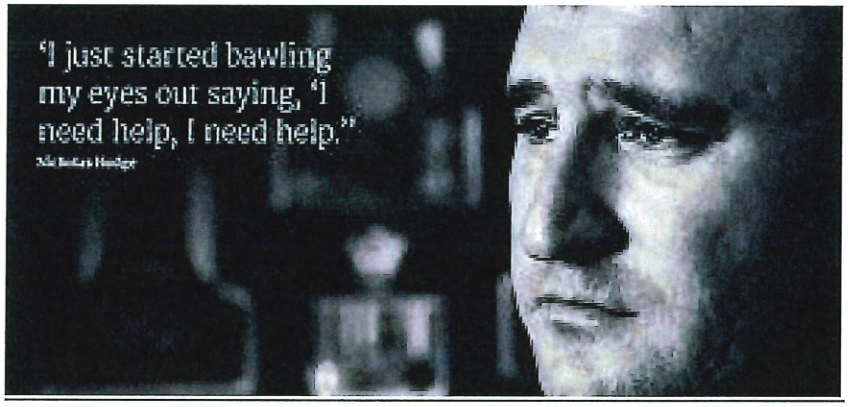
The abbreviated version of processing claims:

Processing claims has changed immensely with the institution of new Federal Laws. While these laws are beneficial for veterans they take more of the Veteran Service Officers time and efforts to develop claims. The new process is fittingly called the Fully Developed Claim or FDC. The new FDC process allows a County or State Veteran Service Officer to gather the information to support the veteran's claim that was previously the responsibility of the Veterans Administration. FDC claims are awarded at a much higher percentage than our previous options and the award monetary amounts are generally higher. This is a great addition but it is very time consuming and requires solid tracking and record keeping that was not necessary just a short time ago. Currently, building claims begin with gathering active-duty medical and personnel records. Additionally, we gather private and VA medical records, combat after-action reports, news articles and other evidence to demonstrate and verify claim. Using this information we show a chronological list of events to corroborate and substantiate the veterans claim. This is precise, tedious and time consuming work as we submit numerous requests/forms to multiple agencies and locations. We continually track the collection of information as it is returned to the veteran and the Veterans Service Office. Once all the information is received the VSO can meet with the veteran to begin putting the claim together. The typical claim submitted has several VA forms attached with numerous pages of medical records and other supporting documents (the process from start to submission of claim is typically between 6 and 20 Veteran Service Officer hours).

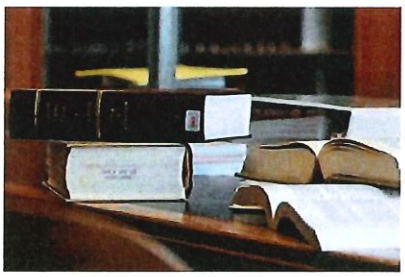
"As we express our gratitude, we must never forget that the highest appreciation is not to utter words, but to live by them." – John F. Kennedy

The role the County Veterans Service Office plays in the lives of veterans and their families:

When veterans call the Veterans Administration (VA) or the Veterans Medical Center in Durham they are put on hold for extended time periods and are often misdirected when transferred. This can be very frustrating and frightening which can be extremely problematic when they are suffering from Traumatic Brain Injuries (TBI), Post-Traumatic Stress Disorder (PTSD), Anxiety, Depression and other Serious Illnesses and Diseases caused by combat-related issues. In the previous 6 months from the date of this publication Granville County has experienced 3 veterans commit suicide, one of which had young children. Additionally, a homeless veteran while trying to stay warm or cook burned to death.

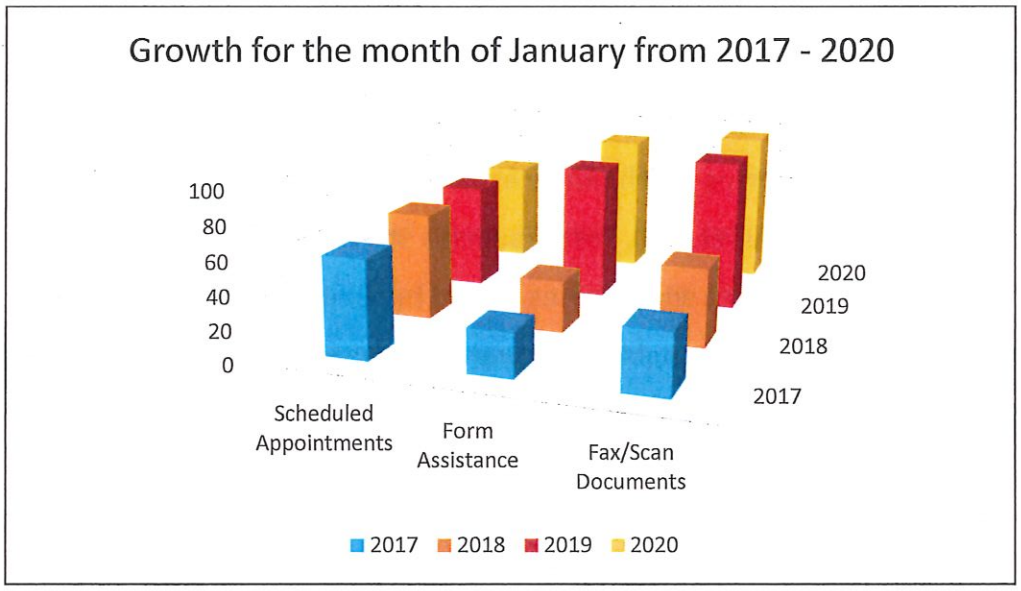


Manuals, guidelines, references and resources used:



I. Title 38 US CODE, 38 CFR (Compensation, Pensions, Bonuses and Veterans Relief), VA Adjudication
II. Manual M21-1MR, Title 10 US Code for certain benefits available form DOD, North Carolina State
III. Statutes, Rules and Regulations and guidelines from the North Carolina Department of Military and Veterans Affairs (NCDMVA).

Granville County Veteran Service Office has experienced significant increases in services rendered over the past several years:

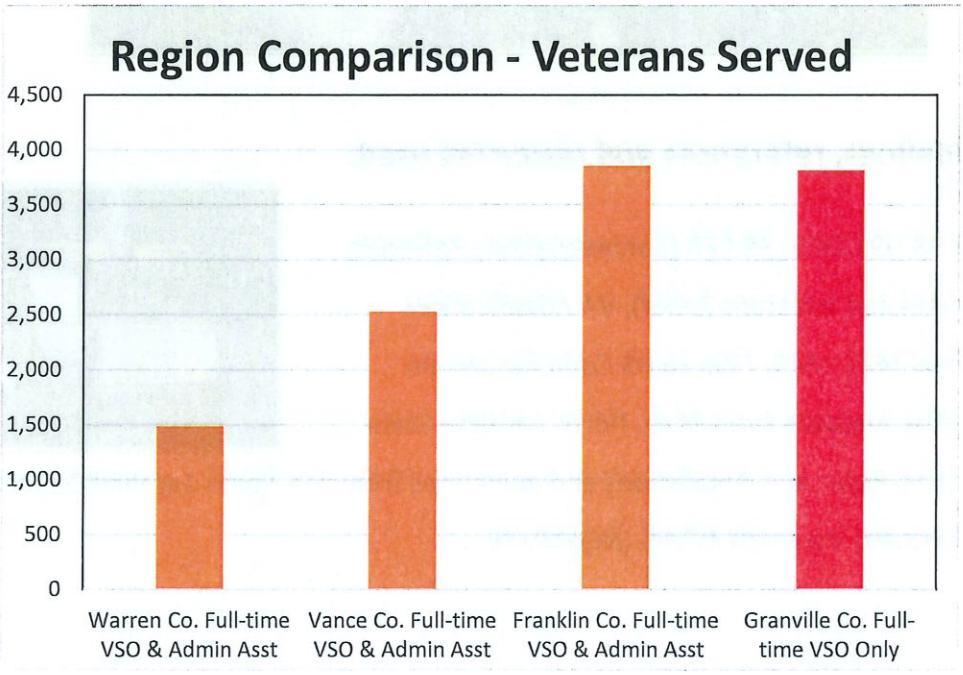


Phone calls have increased 68%.

Scans and faxes increased 165%.

Form assistance increased 211%.

Email correspondence increased 750%.



Major Functional Elements of Job / Duties and Responsibilities for Director of Granville County Veteran Services Office

% of time	Essential Duties and Task
20	Interviews veterans, veteran's spouses and their dependents to determine eligibility for service benefits. Counsels and assists veterans, veteran's spouses and their dependents of their rights and entitlements under various federal and state laws.
2	Investigates the merits of the claim along with the financial, employment, medical and related conditions of veterans and their dependents to determine the validity and extent of requested assistance.
20	Completes applications for Federal and State benefits such as disability compensation, pension, home loans, VA medical care, scholarships, education, and burial benefits.
4	Prepares and processes Notice of Disagreements; reviews Statement of Case letters and prepares appeal information.
40	Administrative duties (answering the phone, returning phone calls, emails, typing, scanning, and faxes)
2	Perform outreach, marketing duties and gives presentations/speeches to inform veterans and their dependents of benefits available to them (educate and inform all county residents). Provides services to homebound veterans and their dependents. Actively Participates in community patriotic events.
2	Works in close coordination with service organizations in the county and state, local doctors' offices, nursing homes, clinics, and hospitals to ensure veterans are receiving their benefits and medical care they earned.
2	Attends various meeting and conferences to maintain certifications and to keep abreast of current programs, services, practices, and procedures.
4	Reviews military discharge certifications, veteran's administration documents, and other documents and records relating to veteran's military service and VA compensation claims.
4	Performs all other related duties as required

Approved Classification	
Effective Date	
Analyst	
FLSA Status	

OFFICE OF STATE HUMAN RESOURCES
POSITION DESCRIPTION FORM

Name of Employee	Present Position Number / Proposed Number Revised 10/29/2018
Present Classification Title / Salary Grade **Veterans Service Technician**	Proposed Classification Title / Salary Grade **Veterans Service Technician**
Usual Working Title of Position **Veterans Service Technician**	Department, University, Agency or Commission **NC Department of Military & Veterans Affairs (DMVA)**
Institution / Division **Division of Veterans Affairs**	Section / Unit
Street Address, City and County	Location of Workplace, Building and Room Number
Name of Immediate Supervisor	Supervisor's Position Title and Number
Work Schedule *(i.e. Monday-Friday, rotating shifts, etc.)* **Monday-Friday**	Work Hours *(i.e. 8:00 am-5:00 pm, etc.)* **8:00am – 5:00pm**

Primary Purpose of the Organizational Unit

The North Carolina Department of Military and Veterans Affairs (DMVA) shall establish such field offices, facilities, and services throughout the state as may be necessary to carry out the purposes of NCGS § 143B-1211.

These offices are referred to as Veterans Service Centers (VSC). The VSC is staffed by one or more Veterans Service Officers (VSO) and/or Veterans Service Technicians (VST) along with office support personnel. The VSO/VST will assist service members, veterans and their families (SMVF) in the presentation, processing, proof, and establishment of such claims, privileges, rights, and benefits as they may be entitled to under federal, state, or local laws, rules, and regulations. Each VSC will provide superior customer service and problem resolution to SMVF seeking benefits information.

In accordance with NCGS § 143B-1211 the VSC will provide active outreach to the U.S. Department of Veterans Affairs (VA), veterans service organizations i.e., American Legion (AL), Veterans of Foreign Wars (VFW), Disabled American Veterans (DAV), and the veterans community at large in North Carolina. Outreach efforts will support and assist North Carolina's SMVF in identifying and obtaining the resources, assistance, and support outside of VA benefits as necessary utilizing community partners via NC Serves.

Each VSC will disseminate relevant educational materials and conduct presentations for the public on SMVF issues in coordination with applicable State agencies. The VSC will cooperate with governmental, private, and civic agencies and instrumentalities in securing services or benefits for veterans, their families, dependents, and beneficiaries.

139 F

The DMVA is tasked with training, assisting, and providing guidance to the employees of any county, city, town, or Indian tribe who are engaged in veteran's service to include accreditation of VSOs and VSTs. The VSC will review or amend claims as required that have been submitted by VSOs in Accreditation Training and will provide ongoing assistance to County Veterans Service Officers (CVSO) with difficult or complex claims issues.

DMVA is required to provide continuing education to accredited VSOs and VSTs. This will be accomplished through district and regional schools as well as planning and facilitating an annual state conference. It is the responsibility of the VSC to ensure dissemination of relevant updates from the VA to include VA publications, forms, and reference data. The VSC will also act as continuous personal liaison with all Federal, State, Local and Non-Profit resources.

Primary Purpose of the Position

The primary purpose of this position is to deliver assistance to veterans, their dependents, survivors, County Veterans Service Officers within the Veterans Service Center area, and with all other clients with a focus on customer service in meeting the needs of this Agency in filing claims for benefits with the USDVA and other federal, state and local government agencies. Counsels and assists veterans and their dependents in filing claims for benefits with the USDVA and other federal, state and local government agencies. Train, assist, mentor, and offer guidance to County Veterans Service Office, Town, City, and Indian Tribe personnel. Track and resolve referral cases from the Office of the Governor and General Assembly as required at the direction of the Regional Manager. Performs public relations, outreach, and education relating to veteran's benefits.
This position mandates a normal Monday-Friday, 40-hour work week. However, there will be a requirement to attend meetings or conferences which may occur on the weekends or after normal work hours. In addition, this employee may work on national (patriotic) holidays such as Veterans Day, Memorial Day, and Independent Day as the need arises. The work schedule will be adjusted when required to meet job responsibilities and obligations.

Changes in Responsibilities and/or Organizational Relationship Since the Position Was Last Classified

The VST has taken on a role very similar to and descriptive of the Veterans Service Officer to manage the flow of claimants entering the Veterans Service Centers. These individuals work diligently to serve veterans and their family members in the same manner as a Veterans Service officer as well as maintain an administrative support role. They are providing legal guidance, counseling, advocacy, and benefit facilitation to claimants daily. The VST also provides outreach and education to the public, speaks to veteran's service organizations and represents the agency as an expert on VA federal, NC state, and local benefits. This individual also supports our County Veterans Service Officers and maintains a working partnership with them in the distribution of information and training. They are very well respected members of the organization.

%	**Description of Work** *Describe in detail the major functions of this position as well as the duties and responsibilities required for each of those functions. In the small left-hand column, indicate the percent of time the employee spends in each functional element. The percentage amounts should add up to 100%. In addition, please place an asterisk (*) next to each essential duty/function as defined by the Americans with Disabilities Act.*
50%	**Veterans Service Technician – Claims Processing/Advocate/Legal Advisor** **Counsels and assists veterans and their dependents in filing claims for benefits with the USDVA and other federal, state, and local government agencies.** Tasks:

139G

	1. Interviews claimant to determine type of benefit claim needs to be filed and completes required forms. 2. Responds to claimant's questions and informs claimant of options when available. 3. Secures, or assists claimant in securing required documents, affidavits, or other evidence to support and properly develop claim for Federal, State, and local benefits. 4. Informs claimant of steps to be taken in process and general time frames anticipated based on current adjudication procedures. 5. Research all applicable laws, regulations, court cases, and web sites to ensure claim is properly filed and the benefit the client seeking is valid. 6. Submits claims to administering agency and maintains diary to provide tracking system on status of claim to facilitate follow-up inquiries on unresolved issues. 7. Review all rating decisions to ensure appropriate adjudicative action has been accomplished. Provide instructions and counseling to beneficiaries regarding the appeals process. (This step may be referred to a VSO if necessary). 8. Maintain appropriate diary of appeals and provide appropriate and timely responses as necessary. 9. Always maintain confidentiality of all claims in accordance with all federal and state regulations. 10. Visits homes, nursing homes, and hospitals to assist claimants who are unable to travel to office with filing and following up on claims. (Notify management of home visits and always travel in pairs). 11. Communicate and assist funeral homes with burial details for veterans assisting with needed documents. 12. This position will use a personal computer using the internet to research VA and State laws and regulations. 13. Utilize the USDVA Veterans Benefits Management System in reviewing claims status and claimant history prior to obtaining authorization to represent the claimant. 14. Consistently demonstrates a high degree of professionalism in daily activities and interaction with others by providing satisfactory customer service in the delivery of assistance to veterans, their dependents, survivors, County Veterans Service Officers, and other clients. 15. Veteran consultation will require interview skills to determine purpose when assisting a customer via the telephone, in-person, electronic communications, and written correspondence with all NCDVA customers.
20%	**Assist and Provide Guidance and Mentorship to County Veterans Service Office, Town, City, and Indian Tribe Personnel:** Tasks: 1. Coordinates with proper Veteran Service Office in the referral and resolution of complex, difficult or questionable claims. 2. Establishes and maintains professional relationships with all Veterans Service Officers within North Carolina and assists them with resolving individual cases and issues. 3. Provide assistance to County Veterans Officer which is required by N.C. General Statutes. 4. Serve as contact between the County Veterans Service Officer and State Service Office for claims inquiries and rating reviews.
10%	**Perform Veterans Outreach:** Tasks:

	1. Speaks to veterans' organizations and auxiliaries, civic clubs, high schools, or the public to inform them of benefits available to veterans and their dependents. 2. Coordinate with National Guard, Reserve, and Active Duty advising them of benefits. 3. Visit DVA Medical Center, DVA Vet Center, DVA Regional Office, Community Base Outpatient Clinic, and Congressional Representatives to develop points of contact. 4. Participate in Stand-Downs and Job-Fairs. 5. Promote Scholarship program by visiting high schools and advising proper staff of eligibility requirements and procedures for applying via online application process.
10%	**Mail, Office Machine Operation and Files:** Tasks: 1.Sort, process, and distribute mail received from the regional distribution VSC. 2.Identify and distribute mail to the applicable County Veterans Service Office within the assigned region (where there is no Administrative Associate II). 3.Report to Regional Manager on all situations concerning misrouted mail and correspondence. 4. Operate a personal computer while maintaining proficiency in Micro-Soft Word, Excel, Outlook, Power Point, Publisher, Access, and Internet operations and research procedures. 5. Operate a calculator, fax machine, scanner, copy machine, and shredder on a daily basis. 6. Maintain and manage individual Veterans' files electronically and paper until it is confirmed that the information has been processed into the VAs VBMS system. Maintain files on work related correspondence. 7. Use diary system to track claims process. 8. Purge office and client files as required by the NCDVA Policy Manual.
10%	**Database Entry:** Tasks: 1. Data concerning office activities i.e. phone contacts, in-person visits, public contact information, claims inquiries, claims filed, and additional veteran/claimant data should be entered daily to capture relevant information about those we serve. 2. The NCDVA CRM is the tool utilized for this task, keep up to date on changes, make recommendations for ease of use, and attend training sessions on its use.

Other Position Characteristics:

1. Accuracy Required in Work: The VSO holds himself/herself as an authority in veteran's benefits and is legally responsible for acts of commission or omission when performing duties related to the representation of agency clientele.
2. Consequence of Error: Errors can result in erroneous action by the USDVA in determining benefit entitlements to clientele and could possibly prevent clients from receiving entitlements due, therefore causing severe financial and emotional hardships. Assistance provided by the employee is subject to review by the Federal Court of Veterans Appeals. Errors can also result in legal actions against service officer and the State of North Carolina.
3. Other requisites: Good physical condition and mentally alert.
4. Maintain copy of job description and comply with duties and responsibilities.

5. In the absence of Office Manager, employee is to manage the field office and provide staff supervision to comply with general directives from the Assistant Secretary's Office.
6. Any other duties as assigned.

Guides, Regulations, Policies and References Used by Employee:

1. Code of Federal Regulations, Title 38 parts 0 through 45
2. Title 38, U.S. Code
3. Title 10, U.S. Code
4. NCDVA Training and Certification Manual
5. Various medical manuals, reference guides, and medical dictionary
6. Federal Benefits VA Pamphlet 80-05-01
7. USDVA Rating Schedule
8. Guides provided by veteran's organizations
9. Statistical information and guides
10. General Statutes of North Carolina
11. Websites

a. www.vba.va.gov
b. www.va.gov
c. www.cem.va.gov
d. www.gibill.va.gov
e. www.tricare.osd.mil
f. www.va.gov/hac/
g. www.homeloans.va.gov
h. www.va.gov.vbs.health/
i. www.va.gov/vbs/vba/
j.www.gpoacess.gov/cfr/index.html
k.www.medterms.com/script/main/alphaidx?p=a_dict

Competencies, Knowledge, Skills and Abilities Required in this Position

1. Knowledge of the State of North Carolina General Statutes as they apply to the Division of Veterans Affairs, County Veterans Service Officers, training, scholarships, and confidentiality of records.
2. Knowledge of the North Carolina Division of Veterans Affairs training and certification process.
3. Knowledge of North Carolina Division of Veterans Affairs organization, history and affiliated agencies.
4. Knowledge of Veterans Law, the rules, regulations and functioning of the USDVA. Ability to interpret and apply the various laws, regulations, and directives relating to veteran's benefits and explain these in simple terms to others.
5. Knowledge of the forms and procedures used in applying for benefits.
6. Above-average layman's knowledge of the human anatomy and the effect of diseases and injuries on the body.
7. Working knowledge of human psychology.
8. Knowledge of the organization and functioning of Federal, State, and Local Government.
9. Knowledge of Medicaid, Social Security, Medicare and other related benefits.
10. Ability to support in the planning and organization of training seminars.
11. Ability to communicate effectively with diverse groups of people and express oneself clearly and concisely in oral and written form.
12. Ability to work closely with County Veterans Service Officers, State Veterans Service Officers and Technicians, Training Officers, Veterans Service Center Managers, Regional Managers, Field Operations Manager, Deputy Assistant Director, Director, and support staff as well as USDVA employees. Ability to establish and maintain favorable working relationships with other members of the department, other government agencies, service organizations, and the public.
13. Ability to work without close and constant supervision and use sound judgement and managerial skills.

14. Ability to follow oral and written instructions.
15. Working knowledge of and ability to use computerized applications to include Microsoft Word, Excel, PowerPoint, email, internet, and forms programs.
16. Ability to recognize the needs of veterans and their dependents, determine the course of action to be followed, and pursue action to a justifiable conclusion.
17. Ability to deal sympathetically and patiently, but positively and objectively, with veterans and their dependents; always maintaining respect for the Veteran's service.

Education and Experience Required
What educational background is needed to perform these duties and responsibilities? What kind of work experience is needed?

Associate Degree and two years of experience in human services or administrative services, or veteran's services or veteran's services or an equivalent combination of education and experience.

License or Certification Required by Statute or Regulation: *Is a license or certificate required? What kind and type?*

Must complete training program, pass certification test, and become accredited within six (6) months of start date with the USDVA, NCDVA, and American Legion.
Maintain a valid Driver's License with the state of NC.
Must obtain a valid PIV card from the USDVA. Maintain current certificates with the USDVA in privacy and security, HIPPA, and access to the VA VPN system.

Employee's Signature/Title	Date		Supervisor's Signature/Title	Date

139K

Granville County Administration

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: March 3, 2021

Title: **Granville Employee NCDOT Spring Litter Sweep**

PURPOSE:
Announce Granville Employee NCDOT Spring Litter Sweep – Friday, April 16th.

BACKGROUND:
This year's Spring NCDOT sponsored roadside cleanup "SPRING 2020 LITTER SWEEP" runs from April 10 - April 24. This year, we have tentatively scheduled a Volunteer County Employee roadside clean up, on Friday, April 16, 2021 and a rain date on Friday, April 23, 2021. Volunteers will meet downtown Oxford at noon and will travel to a site selected by Jason Falls, Granville County Environmental Services Director.

RECOMMENDATION:
Information Only Item

ACTION TAKEN:

Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: March 10, 2021

Title: **County Attorney's Report**

PURPOSE:
Any items as needed by the County Attorney.

ACTION TAKEN:

Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: March 10, 2021

Title: **Presentations by County Board Members**

PURPOSE:
Board members will make comments.

- Commissioner May
- Commissioner Karan
- Commissioner Gooch
- Commissioner Jay
- Commissioner Smith
- Commissioner Cozart
- Chair Hinman

ACTION TAKEN:

Granville County

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

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

Title: **Any Other Matters**

PURPOSE:
Any other matters if needed.

ANNOUNCEMENT OF SPECIAL JOINT MEETING

NOTICE of SPECIAL JOINT MEETING

All interested persons please take notice that the Granville County Board of Commissioners and the Granville County Board of Education will hold a Special Joint Meeting on Monday, March 29, 2021 at 4:30 p.m. at the Mary Potter Center for Education at 200 Taylor Street, Oxford, NC. The Boards will hear a presentation from the architect from L3P regarding possible renovation scenarios for G.C. Hawley Middle School. Contact the Board of Education Office for more information.

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

ACTION TAKEN:

Granville County

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

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

Title: **Closed Session as allowed by G.S. 143-318.11(a)(5)- Property Acquisition**

PURPOSE:

To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.

ACTION TAKEN:

Granville County

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

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

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

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

ACTION TAKEN: