

COUNTY OF VANCE, NORTH CAROLINA 122 YOUNG STREET, SUITE B HENDERSON, NORTH CAROLINA 27536

JORDAN MCMILLEN COUNTY MANAGER (252) 738 - 2002 Kelly H. Grissom Clerk to Board (252) 738 - 2003

## NOTICE OF SPECIAL CALLED MEETING

To: Dan Brummitt Carolyn Faines Yolanda Feimster, Thomas S. Hester, Jr. Leo Kelly, Jr. Archie B. Taylor, Jr.

From: Kelly H. Grissom, Clerk to the Board KG

Date: June 11, 2020

#### Re: Special Called Meeting

This memorandum will serve as notice that Chairman Gordon Wilder has called a special meeting for Monday, June 15, 2020 at 6:00 p.m. in the Commissioners' Conference Room, Vance County Administration Building, 122 Young Street, Henderson, NC. Please see attached agenda.

The Vance County Water District Board will be called to order to adopt the FY 2020-21 Water District Budget Ordinance.

The Vance County Board of Equalization and Review will be adjourned.

c: Chairman Gordon Wilder

## Vance County Board of Commissioners Special Meeting Monday, June 15, 2020

## 1. Board of Equalization and Review

Name	Property Address
1. Anthony Peace	1001 Health Center Road Henderson, NC Parcel: 0093 03017

## 2. <u>Water District Board</u>

The Vance County Water District Board will be called to order to adopt the FY 2020-21 Water District Budget Ordinance.

## 3. <u>Finance Director's Report</u>

- a. Budget Amendments
- b. Authorization of Year-End Closeouts
- c. Education Lottery Fund Applications
- d. Adoption of FY 2021-25 Capital Improvements Plan

## 4. <u>County Manager's Report</u>

- a. Adoption of FY 2020-21 Budget Ordinance
- b. Approval of Salary Schedule Effective July 1, 2020
- c. Economic Development Incentive Maria Parham Health
- d. Rezoning Request Bullocksville Park Road (Parcel 0586 01010)

## 5. <u>Eaton Johnson Project</u>

- a. Public Hearing Local Government Commission Financing
- b. Preliminary Findings Resolution and Bank Financing Selection
- c. Review of Bids and Award of Construction Contract

## 6. **Board of Equalization and Review**

The Vance County Board of Equalization and Review will be adjourned.

## 7. Other Items as Necessary

## Water District Board

## Vance County Water District Staff Report to the Board June 15, 2020

**A.** Adoption of FY2020-2021 Budget Ordinance. A public hearing was held on June 1, 2020 to gain citizen input on the Vance County Water District proposed FY20-21 budget. The budget ordinance and fee schedule are enclosed. The total water district budget is \$1,250,689 which includes a general fund transfer of \$261,885. The budget holds the usage rate at 10.33 per \$1,000 gallons. *Recommendation: Approve the FY20-21 budget ordinance as presented.* 



## Vance County Water District FY 2020-21 Budget Ordinance

BE IT ORDAINED by the Board of the Vance County Water District, meeting in special session this 15th day of June, 2020, that revenues and expenditures are hereby appropriated for the operation of Vance County Water District and its related activities for the fiscal year beginning July 1, 2020 and ending June 30, 2021 according to the following summaries and schedules:

## SECTION 1. WATER ENTERPRISE FUND (16)

The following is hereby appropriated in the Water Enterprise Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

## A. Expenditures Authorized:

Account	Amount
Operating Expenditures	704,971
Debt Service	545,718
Total Expenditures - Water Fund	\$ 1,250,689

It is estimated that the following revenues will be available in the Water Enterprise Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

#### B. Revenues Anticipated:

Account	Amount
Water Fees	930,000
Miscellaneous Revenues	58,804
Transfer from General Fund	261,885
Appropriated Fund Balance	0
Total Revenues - Water Fund	\$ 1,250,689

#### SECTION 2. FEES FOR SERVICES

Charges for services and fees by the Vance County Water District, excluding those established by State Statute, are levied in the amounts set forth in the attached Fee Schedule (Attachment 1). Charges for services and fees are subject to change during the fiscal year by action of the Vance County Water District Board.

### SECTION 3. DISPENSATION

Copies of this Budget Ordinance shall be furnished to the Finance Director and to the County Manager as Budget Officer of the Vance County Water District for direction in executing official duties as prescribed by law.

Adopted this 15th day of June, 2020.

Gordon Wilder, Chairman Vance County Water District Board

#### APPENDIX A

#### WATER FEES AND CHARGES SCHEDULE

#### APPLICABILITY

Applicable to all classes of service as provided in accordance with the Water Rules and Regulations. Does not supersede any fees and charges listed in the rules which are not included on this schedule.

Rule Number	Section Reference	Description	Fee Amount
4		Minimum Deposit/Residential (Initial Service)	\$150.00
4		Minimum Deposit/All other classes	3 x three month average with \$150.00 minimum
4		Minimum Deposit/Reconnection/All Classes of Service	3 x three month average with \$150.00 minimum
4		Service Turn-on Charge (After hours, weekends, and Holidays)	\$45 next day (daytime)/\$85 next day (evening); \$55 same day (daytime)/\$95 same day (evening)
4		Special Appointment Turn-On Charge added to applicable fee (Does not apply to afterhours, weekends or Holidays)	\$35.00
5		Return Check Charge	\$50.00
6	B.2	Meter Test/Second Request Within One Year Period	\$100.00 (paid in advance. If meter found in error then refunded.)
6	B.1	Re-Read/second request within 12 months	\$25.00 (paid in advance. If meter found in error then refunded.)
7	E.2	Fund Verification Fee	\$5.00
7	D.11	10-Day Notification (Master Metered accounts receive Multi-Unit notification)	\$20.00 + \$1.00 per notice

2			Vance County Water District Rules and Regulations	
	7	A	Trip charge for additional field visit (Cut-off, etc.).	\$45 next day (daytime)/\$85 next day (evening); \$55 same day
				(daytime)/\$95 same day (evening)
	7	E.4	Service Reconnection Charge (Same fee applies whether reconnecting for CONP one service or both)	\$45 next day (daytime)/\$85 next day (evening); \$55 same day
				(daytime)/\$95 same day (evening)
	7	E.5	Additional Fee will be added to Reconnect S.O. if Customer has self-restored	Time and Material + Overhead
	7	E.6	Reconnection Charge/Additional-Meter Removed	\$80.00 + Material and Overhead
	8	B.1	Temporary Water Service	Time and Material plus Overhead
	8	B.2	Temporary Water Service-Fire Hydrant Water Meter	
			Processing Fee	\$40.00 per meter
			Deposit	\$1,000 per meter
	8	B.2.c	Set, Move or Relocation of Temporary Fire Hydrant Water Meter	Time and Material plus Overhead
	8	B.2.d	Failure to Return Meter to Operation Official for Reading per month	Schedule WA-2.B.3
	8	B.2.g	Annual testing of Operation Official Water Meters for County Departments	\$50.00 per meter
	8	B.3	Removal of Fire Hydrant Operating Nut	\$30.00
	8	B.4.a	Rental of Backflow Prevention Assembly Per Assembly	
			Processing Fee	\$40.00 per unit
			Deposit	\$1,000 per unit
			Daily Rental Charge-Two-Inch Backflow Preventer	\$5.00 per calendar day

3		Vance County Water District Rules and Regulations		
	8	B.4.b	Set or move Backflow Prevention Assembly from location to location	Time and Material plus Overhead
	10	B.4.j	Covenant & Agreement Charge – Preparation Charge	\$1,000.00
	10	C.1	Facility Capacity Charges	
			3/" /4	\$500.00
			1"	\$5,000.00
			2"	\$16,000.00
			3"	\$30,000.00
			4"	\$50,000.00
			6"	\$100,000.00
			8"	\$160,000.00
			10"	\$230,000.00
	10	C.1.b	Distribution System Fee (per lineal foot)	\$5.00 per lineal foot
	10	C.2.a	Plan Check Fee	Time and Material
		C.2.b	Inspection Fees	
	10	C.2.b (1)	Inspection Fees (per lineal foot of pipeline)	\$175 + \$0.50 per ft
	10	C.2.b (2)	Fire Hydrant (for each)	\$40.00 per hydrant
	10	C.2.b (3)	1 inch Service (for each)	\$8.00 per service
	10	C.2.b (4)	2 inch Service (for each)	\$25.00 per service
	10	C.2.b (5)	4 inch Service or larger (for each)	\$350.00 per service
	10	C.2.b (6)	Initial Pressure Test and Hydrant Flow Test (for each)	\$300 per test
	10	C.2.b (7)	Pressure Test (for each after Initial) (re-test)	\$200 per test
	10	C.2.b (8)	Extended Construction	\$0.50 per ft
	10	C.2.b (9)	Additional Inspection Visits	\$67 per hour
	10	C.2.b (10)	For each wet tap witnessed by Utility inspectors	\$200 per tap
	10	E.1.d	Water Service Connections for Individual Premises of 4" or larger, Cash Refundable Bond	\$500.00

#### Vance County Water District Rules and Regulations

4			Vance County Water District Rules and Regulations	
			(per Connection) to guarantee final completion by private contractor	
	10		Water Meter Charges	
			3/4"	\$50.00 plus Cost of Meter
			1"	\$50.00 plus Cost of Meter
			2"	\$50.00 plus Cost of Meter
			>2"	\$50.00 plus Cost of Meter
	10		Water Main Oversizing Reimbursement	
			8-inch Standard – 12-inch Oversized	\$5.00 per ft
			12-inch Standard – 16-inch Oversized	\$7.00 per ft.
	11	B.3	Bacteriological Testing for Water Meters 2-Inch and Larger Flushing Testing Charge	\$200 per flushing event (90 minute maximum)
	11	C.1	Non-Metered Fire Protection Line Connection Fee	Cost of review plus 15%
	11	C.2	Non-Metered Fire Protection Line	Per square feet Schedule WA-5
	11	C.3	Hydrant user fee	\$ 15.00 per month
	11	D.2	Request for larger meter upon lateral replacement (in addition to any applicable Facility Capacity Charges)	Time and Material plus Overhead
	11	D.3	Request for larger meter. No lateral replacement (in addition to any other applicable charges)	\$32.00 plus cost
	11	D.4	Relocation of fire hydrants	Time and Material
	11		Repair of Water Facilities	\$50.00 plus cost
	11		Water Service Connection Charges	
			3/"	\$1,100.00

5			Vance County Water District Rules and Regulations	
			1"	\$1,500.00
			2" and larger	At estimated cost of installation
	11		Bore Fee – Added to connection fee for long taps or situations where road bores are necessary to install a water tap.	\$750
	11	G.2	Fire Service Connection above-ground (2 inch and larger)	
	13	C.4.b	Test/Repair of Backflow Prevention Assembly	\$500.00
	14		Turn-On and Turn-Off of Water Service for Repair by Customer	See Rule 14

\* The early signup period is expired as of July 1, 2020. As of this date the previously approved Connection and Capacity Fee of \$125 is no longer available for Phases 1A, 2A, 2B, 3 or the Kittrell portion of the Vance County Water District System. Effective July 1, 2020, the rates are as shown above in the Water Fees and Charges Schedule.

#### SCHEDULE WA-1 RESIDENTIAL METERED SERVICE

#### **APPLICABILITY:**

Applicable to Single-Family Dwelling Units and Multi-Family Dwelling Units.

**TERRITORY:** Vance County.

#### RATES:

#### A. Basic Area

Quantity Rates (to be added to Customer Charge)

Gallons per Month	Standard	Conservation Rate – Stage 3
1,000 gallons	\$ 10.33	

#### Basic Service Rates (Minimum Monthly Charge)

Customer Charge	Per Meter, Per Month
3/4-inch	\$30.00
1-inch	\$30.00
2-inch	\$30.00

(The Conservation water rate will be in effect from time to time for service rendered during periods of drought which requires that the Utility enact water conservation measures. During Stage 1 & 2 drought conditions, standard rates will apply. If the Water Committee approves Stage 3 or higher water conservation, the Conservation rate shall be applied to water usage during these times. Once Stage 3 or higher water conservation measures have been removed, the Standard rate shall be restored.)

#### B. Surcharge Area Outside County

Charges shall be the amount computed at the Quantity Rates and the Customer charge set forth in the Basic Area of this schedule multiplied by 1.5.

#### SPECIAL CONDITIONS

1. Multi-Family Accommodations

All master meters must conform to the requirements of Water Rule 12, including the execution of an appropriate sub metering agreement.

- 2. Applicable Rate Schedule
  - a. Applicable Rate Schedule

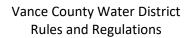
For Customers applying for service at an existing service address, the Utility will assign a water rate schedule based on the characteristics of the service address. The Utility will presume that any water rate previously assigned to that service address is the appropriate schedule, unless the Customer requests a review for another applicable rate schedule, rate, or optional provision. In certain situations when a Customer does not qualify for a water rate previously assigned to that service address, the Utility will assign the applicable rate to the Customer. The Utility assumes no responsibility for advising the Customer of lower optional rates under existing schedules available as a result of the Customer's changes to the characteristics of the service address.

b. Change of Rate Schedule

A change to the applicable rate schedule may be made if the Utility determines that the Customer no longer qualifies for the assigned rate schedule. The change will become effective for service rendered after the next regular meter reading following verification and approval by the Utility of such eligibility. Any change in rate schedules pursuant to this section shall be made prospectively only.

3. Early Sign Up Period Customers

Notwithstanding any other provision of these rules, any customer who has indicated their desire to connect to the Vance County Water District water system and paid the early signup period connection fee, shall have 90 days to connect to the water system. Any Early Sign Up Period Customer who has paid the early sign up period connection fee and fails to connect within 90 days, shall be subject to the connection fees established in Rule 11 and payment of the base monthly fee established in this rule.



#### SCHEDULE WA-2

#### FLAT RATE - TEMPORARY SERVICE

#### APPLICABILITY:

Applicable to special conditions of temporary service including construction water for subdivisions or tracts with five (5) or more lots, fire hydrant meter use and bulk permit delivery.

#### **TERRITORY:**

Vance County, North Carolina.

#### RATES:

A. **Temporary Service** (120 days maximum) for subdivisions or tracts with five (5) or more lots. (Per Rule No.11) Payable with map or water plan.

Service Size

Per Jumper

3/4-inch and 1-inch .....\$100.00

#### B. Temporary Service with a Fire Hydrant Meter.

- 1. Rental of meter shall be \$10.00 per each calendar day or portion of day out of shop. If the rental period is between 26 day and 34 days inclusive, the rental of meter shall be \$300.00
- 2. All water consumed shall be charged at \$ <u>10.33</u> per 1,000 gallons. (Quantity Rate)
- 3. A fifty-five dollar (\$55.00) charge shall be made to cover the cost of estimating billing each month for each meter not returned for reading and checking as provided for in Rule No. 8, Section B.2.d.

Customers may, upon approval of the Utility Director of Operation, purchase and register an acceptable fire hydrant meter with Operation Official. The daily rental fee as specified in Section B.1 of this rate tariff shall be waived for these meters.

#### SPECIAL CONDITIONS

1. Water Conservation Quantity Rate

The rates and charges above are subject to a Water Conservation rate as adopted

#### Vance County Water District Rules and Regulations

by the Water Committee under separate Resolution as in effect from time to time. The Water Conservation Quantity Rate will be applied to the Customer's total water usage charge including without limitation the quantity rates, customer and minimum charge for the applicable billing period.

- 2. Applicable Rate Schedule
  - a. Applicable Rate Schedule

For Customers applying for service at an existing service address, the Utility will assign a water rate schedule based on the characteristics of the service address. The Utility will presume that any water rate previously assigned to that service address is the appropriate schedule, unless the Customer requests a review for another applicable rate schedule, rate, or optional provision. In certain situations when a Customer does not qualify for a water rate previously assigned to that service address, the Utility will assign the applicable rate to the Customer. The Utility assumes no responsibility for advising the Customer of lower optional rates under existing schedules available as a result of the Customer's changes to the characteristics of the service address.

b. Change of Rate Schedule

A change to the applicable rate schedule may be made if the Utility determines that the Customer no longer qualifies for the assigned rate schedule. The change will become effective for service rendered after the next regular meter reading following verification and approval by the Utility of such eligibility. Any change in rate schedules pursuant to this section shall be made prospectively only.

#### SCHEDULE WA-3 IRRIGATION METERED SERVICE (Agricultural and Governmental)

#### **APPLICABILITY:**

Applicable to commercial agriculture service on Premises of 3/4 acre or more. Premises must be used for:

- 1. Irrigated land or fields of at least 75 trees or shrubs, or
- 2. Commercial Farming, or
- 3. Commercial Use of Pasture, or

Premises in excess of 3/4 acre may be occupied by a residence. Residence may have nominal areas of ornamental shrubbery or lawns.

Also applicable to governmental-owned parks of 3/4 acre or more.

#### **TERRITORY:**

Vance County, North Carolina.

#### **RATES:**

#### A. Basic Area (Inside County)

#### 1. With Residence

Quantity Rates (to be added to Customer Charge)

Gallons per Month	Standard	Conservation Rate – Stage 3	
1,000 gallons	\$ 10.33		
Minimum Charge			
-		Minimum Monthly Charge	
All meter sizes through	3-inch	\$48	
	4-inch	\$80	
	6-inch	\$100	
	8-inch		

(The Conservation water rate will be in effect from time to time for service rendered during periods of drought which requires that the Utility enact water conservation measures. During Stage 1 & 2 drought conditions, standard rates will apply. If the Water Committee approves

Stage 3 or higher water conservation, the Conservation rate shall be applied to water usage during these times. Once Stage 3 or higher water conservation measures have been removed, the Standard rate shall be restored.)

#### 2. Without Residence

Minimum Charge

Gallons per Month	Standard	Conservation Rate – Stage 3	
1,000 gallons	\$ 10.33		

Minimum Onlarge		
		Minimum Monthly Charge
All meter sizes through	3-inch	\$48
-	4-inch	\$80
	6-inch	\$100
	8-inch	

The Utility shall specify meter size based on acreage need. The Minimum Charge will entitle the Customer to the quantity of water that the monthly minimum charge will purchase at the Quantity Rates rounded to the nearest billing unit.

#### B. Surcharge Area Outside County

Rates and Charges shall be the amount computed at the Quantity Rates and the Minimum Charge set forth in the Basic Area of this schedule multiplied by 1.5.

#### SPECIAL CONDITIONS

1. Water Conservation Quantity Rate

The rates and charges above are subject to a Water Conservation rate as adopted by the Water Committee under separate Resolution as in effect from time to time. The Water Conservation Quantity Rate will be applied to the Customer's total water usage charge including without limitation the quantity rates, customer and minimum charge for the applicable billing period.

a. Applicable Rate Schedule

For Customers applying for service at an existing service address, the Utility will assign a water rate schedule based on the characteristics of the service address. The Utility will presume that any water rate previously assigned to that service address is the appropriate schedule, unless the Customer requests a review for another applicable rate schedule, rate, or optional provision. In certain situations when a Customer does not qualify for a water rate previously assigned to that service address, the Utility will assign the applicable rate to the Customer. The Utility

assumes no responsibility for advising the Customer of lower optional rates under existing schedules available as a result of the Customer's changes to the characteristics of the service address.

b. Change of Rate Schedule

A change to the applicable rate schedule may be made if the Utility determines that the Customer no longer qualifies for the assigned rate schedule. The change will become effective for service rendered after the next regular meter reading following verification and approval by the Utility of such eligibility. Any change in rate schedules pursuant to this section shall be made prospectively only.

#### **SCHEDULE WA-5**

#### FIRE PROTECTION SERVICES AND FIRE HYDRANTS FIRE PROTECTION SERVICE

#### APPLICABILITY:

Applicable to all Fire Protection Services within the service area of the Utility with a detector assembly installed below grade. Services shall be maintained by the Utility. Cost of maintenance, repair and replacement of the below ground detector assembly shall be paid by the Customer receiving benefit from fire protection service. This schedule is not applicable to Fire Protection Services installed with an above ground detector assembly. Above ground detector assemblies shall be maintained by the Customer and cost of maintenance, repair, replacement and testing of the above ground detector assembly shall be the responsibility of the Customer.

#### TERRITORY:

Vance County, North Carolina.

#### **Connection Cost:**

Non-metered Fire line connection installation cost is responsibility of the customer. The connection cost includes the design review cost, water district inspection fees and any other related service fees, plus a 15% mark-up to cover water district administrative costs. Installation of the fire line and appurtenances are by the customers only as reviewed and approved by the VCWD. All applicable Vance County Planning and Development inspection fees apply.

#### Rates:

#### Non-metered Fire line user fee is:

Non Metered Fire Line User Fee		
Sprinkled Area	<b>Monthly Fee</b>	
<10,000 sq. ft.	\$30	
10,001 - 75,000 sq. ft.	\$50	
75,001 - 150,000 sq. ft.	\$70	
150,001 - 225,000 sq. ft.	\$90	
225,001 - 310,000 sq. ft.	\$110	
310,001 - 1,000,000 sq. ft.	\$125	
Over 1,000,000 sq. ft.	\$135	

#### Hydrant fee is:

\$15.00 per month (does not change with number of hydrants)

#### FIRE HYDRANT FIRE PROTECTIVE SERVICES AVAILABILITY APPLICABILITY

#### **TERRITORY: Vance County, North Carolina**

Applicable to all Utility fire hydrants. Fire hydrants shall be maintained by the Utility and cost of maintenance repair and replacement of fire hydrants shall be paid by the fire districts providing fire protection service or by the customer receiving benefit from hydrant availability.

\$

#### RATES:

Fire Districts	Monthly Charge

Vance County Area

#### SPECIAL CONDITIONS

- 1. Applicable Rate Schedule
  - a. Applicable Rate Schedule

For Customers applying for service at an existing service address, the Utility will assign a water rate schedule based on the characteristics of the service address. The Utility will presume that any water rate previously assigned to that service address is the appropriate schedule, unless the Customer requests a review for another applicable rate schedule, rate, or optional provision. In certain situations when a Customer does not qualify for a water rate previously assigned to that service address, the Utility will assign the applicable rate to the Customer. The Utility assumes no responsibility for advising the Customer of lower optional rates under existing schedules available as a result of the Customer's changes to the characteristics of the service address.

b.Change of Rate Schedule

A change to the applicable rate schedule may be made if the Utility determines that the Customer no longer qualifies for the assigned rate schedule. The change will become effective for service rendered after the next regular meter reading following verification and approval by the Utility of such eligibility. Any change in rate schedules pursuant to this section shall be made prospectively only.

#### SCHEDULE WA-6 GENERAL METERED SERVICE

#### **APPLICABILITY:**

Applicable to all metered water service, except Irrigation Water Service eligible for other applicable rate schedules and metered Residential Service.

#### **TERRITORY:**

Vance County, North Carolina.

#### **RATES:**

#### A. Basic Area

#### **Commercial Rate Structure**

<u>Quantity Rates (to be added to Customer Charge)</u>

Gallons per Month	Standard	Conservation Rate – Stage 3
0-250,000 gallons per month >250,000 gallons per month		
Basic Service Rates (Minimum Monthly	<u>Charge)</u>	
Customer Charge	Per Meter, Per Month	
3/4-inch	\$ 30.00	
1-inch		
2-inch		
Industrial Rate Structure		
Quantity Rates (to be added to Custome Gallons per Month	er Charge) <i>Standard</i>	Conservation Rate –
Quantity Rates (to be added to Custome	Standard	Conservation Rate – Stage 3
Quantity Rates (to be added to Custome Gallons per Month 0-249,999 gallons/month 250,000-3,999,999 gallons/month	Standard	
Quantity Rates (to be added to Custome Gallons per Month 0-249,999 gallons/month 250,000-3,999,999 gallons/month >4,000,000 gallons/month	Standard	
Quantity Rates (to be added to Custome Gallons per Month 0-249,999 gallons/month 250,000-3,999,999 gallons/month >4,000,000 gallons/month Basic Service Rates (Minimum Monthly	Standard Charge)	
Quantity Rates (to be added to Custome Gallons per Month 0-249,999 gallons/month 250,000-3,999,999 gallons/month >4,000,000 gallons/month Basic Service Rates (Minimum Monthly Customer Charge	Standard Charge) Per Meter, Per Month	

#### Vance County Water District Rules and Regulations

6-inch 8-inch 10-inch 12-inch

\$100

(The Conservation water rate will be in effect from time to time for service rendered during periods of drought which requires that the Utility enact water conservation measures. During Stage 1 & 2 drought conditions, standard rates will apply. If the Water Committee approves Stage 3 or higher water conservation, the Conservation rate shall be applied to water usage during these times. Once Stage 3 or higher water conservation measures have been removed, the Standard rate shall be restored.)

#### B. Surcharge Area Outside County

Charges shall be the amount computed at the Quantity Rates and the Customer charge set forth in the Basic Area of this schedule multiplied by 1.5.

#### SPECIAL CONDITIONS

1. Multi-Family Accommodations

All master meters must conform to the requirements of Water Rule 12, including the execution of an appropriate sub metering agreement.

- 2. Applicable Rate Schedule
  - a. Applicable Rate Schedule

For Customers applying for service at an existing service address, the Utility will assign a water rate schedule based on the characteristics of the service address. The Utility will presume that any water rate previously assigned to that service address is the appropriate schedule, unless the Customer requests a review for another applicable rate schedule, rate, or optional provision. In certain situations when a Customer does not qualify for a water rate previously assigned to that service address, the Utility will assign the applicable rate to the Customer. The Utility assumes no responsibility for advising the Customer of lower optional rates under existing schedules available as a result of the Customer's changes to the characteristics of the service address.

b. Change of Rate Schedule

A change to the applicable rate schedule may be made if the Utility determines that the Customer no longer qualifies for the assigned rate schedule. The change will become effective for service rendered after the next regular meter reading following verification and approval by the Utility of such eligibility. Any change in rate schedules pursuant to this section shall be made prospectively only.

#### 3. Early Sign Up Period Customers

Notwithstanding any other provision of these rules, any customer who has indicated their desire to connect to the Vance County Water District water system and paid the early signup period connection fee, shall have 90 days to connect to the water system. Any Early Sign Up Period Customer who has paid the early sign up period connection fee and fails to connect within 90 days, shall be subject to the connection fees established in Rule 11 and payment of the base monthly fee established in this rule.

#### SCHEDULE WA-7 SPECIAL METERED SERVICE

#### **APPLICABILITY:**

Applicable to historic-sites, designated cemeteries and properties owned and/or maintained by the County, including without limitation: parks, groves, landscaped medians and reverse frontage.

#### TERRITORY:

Vance County, North Carolina.

#### RATES:

#### A. Basic Area

<u>Quantity Rates (to be added to Customer Charge)</u>

Gallons per Month	Standard	Conservation Rate – Stage 3
1,000 gallons	\$ 10.33	

Basic Service Rates (Minimum Monthly Charge)

Customer Charge	Per Meter, Per Month
3/4-inch	\$ 30.00
1-inch	
2-inch	

#### B. Surcharge Area Outside County

Charges shall be the amount computed at the Quantity Rates and the Customer charge set forth in the Basic Area of this schedule multiplied by 1.5.

#### SPECIAL CONDITIONS

- Conservation Rates The Conservation water rate will be in effect from time to time for service rendered during periods of drought which requires that the Utility enact water conservation measures. During Stage 1 & 2 drought conditions, standard rates will apply. If the Water Committee approves Stage 3 or higher water conservation, the Conservation rate shall be applied to water usage during these times. Once Stage 3 or higher water conservation measures have been removed, the Standard rate shall be restored.)
  - 2. Applicable Rate Schedule

a. Applicable Rate Schedule

For Customers applying for service at an existing service address, the Utility will assign a water rate schedule based on the characteristics of the service address. The Utility will presume that any water rate previously assigned to that service address is the appropriate schedule, unless the Customer requests a review for another applicable rate schedule, rate, or optional provision. In certain situations when a Customer does not qualify for a water rate previously assigned to that service address, the Utility will assign the applicable rate to the Customer. The Utility assumes no responsibility for advising the Customer of lower optional rates under existing schedules available as a result of the Customer's changes to the characteristics of the service address.

b. Change of Rate Schedule

A change to the applicable rate schedule may be made if the Utility determines that the Customer no longer qualifies for the assigned rate schedule. The change will become effective for service rendered after the next regular meter reading following verification and approval by the Utility of such eligibility. Any change in rate schedules pursuant to this section shall be made prospectively only.

#### Amendments made to this document:

Rule numb	er Regulation	Date
Rule 6, D.	ACCOUNT ADJUSTMENT FOR A WATER LEAK	September 7, 2014
Rule 11, G	NON METERED FIRE LINE/HYDRANT FEE	April 4, 2016
Rule 4, E	REFUND OF SECURITY DEPOSIT	April 3, 2017/ June 5, 2017
Rule 5, G	CUSTOMER REFERRAL INCENTIVE	March 14, 2018
WA 3 & 6	ADDED BASE FEE FOR 3 INCH, 4 INCH & 6 INCH	HMETERS August 21, 2018
Rule 1&5	ADDED AVAILABILITY CUSTOMER FORGIVENESS P	ROGRAM November 4, 2019

# Finance Director's Report

## Vance County Finance Director's Report to the Board June 15, 2020

- **A. Budget Amendments.** See attached. *Recommendation:* Approve budget amendments #33 #35 as presented.
- **B.** Authorization of Year-End Closeouts. In order to finalize the County's fiscal year 2019-20 books and conduct appropriate closeout transactions, it is necessary to obtain Board approval for the required budget actions. *Recommendation:* Authorize the staff to perform the necessary FY 2019-20 year-end budgeting and accounting transactions.
- C. Education Lottery Fund Applications A joint application filed by the County Commissioners and the Board of Education must be submitted to the State in order to draw down available North Carolina Education Lottery funds from the Public School Building Capital Fund. The County has budgeted to use lottery funds to pay the debt service for the 2010 QSCB and 2013 QZAB projects. The Board of Education approved the applications at its June 8, 2020 meeting. *Recommendation: Approve the applications to draw down lottery funds to be used for debt service payments on existing school facilities debt.*
- **D.** Adoption of FY2021-2025 Capital Improvements Plan. The Capital Improvements Plan (CIP) is a five-year planning tool used to identify capital projects and coordinate the financing and timing of those projects. The CIP has gone through its annual review and update process. A draft of the CIP was presented to the Board during the planning retreat as well as during the May board meeting for review and comments. The first year of the CIP (FY 20-21) is included in the budget for the coming year. *Recommendation: Adopt the Capital Improvements Plan for fiscal years 2021-2025 as presented*.

#### VANCE COUNTY BUDGET AMENDMENT REQUEST

2019 - 2020 Fiscal Year

A request to amend the 2019-2020 Vance County Budget is hereby submitted to the Vance County Board of Commissioners as follows:

Revenue Amendment Request

DESCRIPTION	ACCOUNT NUMBER	REVENUE INCREASE (DECREASE)
JCPC Admin	10-380-438009	3,069.00
TOTAL REVENUE INCREASE (DECREASI	E)	\$ 3,069.00

Reason for Revenue Amendment Request: Additional funds from the State. No county dollars were used.

Expenditure Amendment Request

		EXPENSE
DESCRIPTION	ACCOUNT NUMBER	INCREASE (DECREASE)
JCPC Admin	10-600-500255	3,069.00
	•	

TOTAL

3,069.00

\_\_\_\_\_ Date \_\_\_\_\_

Reason for Expense Amendment Request: Additional funds from the State. No county dollars were used.

Requested by:

APPROVED: VANCE COUNTY BOARD OF COMMISSIONERS IN MEETING OF Reviewed by

Finance Office \_\_\_\_\_

\$

Kelly Grissom , Clerk VANCE COUNTY BOARD OF COMMISIONERS

#### VANCE COUNTY BUDGET AMENDMENT REQUEST

2019 - 2020 Fiscal Year

A request to amend the 2019-2020 Vance County Budget is hereby submitted to the Vance County Board of Commissioners as follows:

Revenue Amendment Request

DESCRIPTION	ACCOUNT NUMBER	REVENUE INCREASE (DECREASE)
DPS/JCPC Admin	10-380-438009	10,000.00
TOTAL REVENUE INCREASE (DECREASI	Ξ)	\$ 10,000.00

Reason for Revenue Amendment Request: Additional funds from the State. No county dollars were used.

#### Expenditure Amendment Request

		EXPENSE
DESCRIPTION	ACCOUNT NUMBER	INCREASE (DECREASE)
Boys and Girls Club	10-600-500256	2,300.00
Youth Training	10-620-500014	4,000.00
Other Supplies & Materials	10-620-500034	3,700.00
	-	·

#### TOTAL

\$ 10,000.00

\_\_\_\_\_ Date \_\_\_\_\_

Reason for Expense Amendment Request: Additional funds from the State. No county dollars were used.

Requested by:

APPROVED: VANCE COUNTY BOARD OF COMMISSIONERS IN MEETING OF Reviewed by

Finance Office \_\_\_\_\_

Kelly Grissom , Clerk VANCE COUNTY BOARD OF COMMISIONERS

#### VANCE COUNTY BUDGET AMENDMENT REQUEST

2019 - 2020 Fiscal Year

A request to amend the 2019-2020 Vance County Budget is hereby submitted to the Vance County Board of Commissioners as follows:

Revenue Amendment Request

DESCRIPTION	ACCOUNT NUMBER	REVENUE INCREASE (DECREASE)
GF Fund Balance	10-399-439900	3,000.00
TOTAL REVENUE INCREASE (DECREASI	E)	\$ 3,000.00

Reason for Revenue Amendment Request: Increasing Sheriff Office Interdiction budget line item to accommodate the purchase of a drug dog.

This money is held in our General Fund but is specifically for SO Interdiction Items. No additional County Funds Spent.

#### Expenditure Amendment Request

DESCRIPTION	ACCOUNT NUMBER	EXPENSE INCREASE (DECREASE)
SO Interdiction Funds	10-517-500033	3,000.00
	10 011 000000	5,000100
TOTAL	-	\$ 3,000,00

TOTAL

3,000.00

\_\_\_\_ Date \_\_\_\_\_

Reason for Expense Amendment Request: Increasing Sheriff Office Interdiction budget line item to accommodate the purchase of a drug dog.

This money is held in our General Fund but is specifically for SO Interdiction Items. No additional County Funds Spent.

Requested by:

APPROVED: VANCE COUNTY BOARD OF COMMISSIONERS IN MEETING OF Reviewed by

Finance Office \_\_\_\_\_

Kelly Grissom , Clerk VANCE COUNTY BOARD OF COMMISIONERS

#### **APPLICATION** PUBLIC SCHOOL BUILDING CAPITAL FUND NORTH CAROLINA EDUCATION LOTTERY

Approved:	 

Date:

County:	VANCE	Contact Person:	Katherine Bigelow
LEA:	Vance County Schools	Title:	County Finance Officer
Address:	122 Yount St. Hinderson, NC 27538	Phone:	252-738-2008

2019-2020 Fiscal Year Debt Service to QSCB Project Title:

New Hope, LB Yancey, EM Rollins Elem Schools & VCMS (formerly Northern Vance) Location:

Type of Facility: Public School Buildings

Read of Contra

Norm Carolina General Statutes, Concret HC, provides that a portion of the proceeds of the North, Carolina State Lottery Fund be transferred with a Public School Building Capital Fund in accordance with G.S. 115C-54622. Europer, GrSt 115C-54622 (d) has been amended to include the following:
(3) No county shall have to provide matching funds:
(4) A county may use monies indicated to provide the proceed to provide the proceed to be added to be an encoded to project in local school administrative units; and to pathet indicate a provide to school construction projects.
(5) A county may not be mainted to the proceed to school projects.

Halfmoude only facilities for individual schools that As used in this are used for instantion, and maintenance, or other tacing date of final psychology the inot include central administration, A d within one your following the wohitt AN A STATE 2.5 to feel the

Short description of Construction Project: Construction of 3 elementary school multo-purpose rooms, update to mechanical HVAC system (Northern-VCMS) and renovation of water system (New Hope)

Esumated Costs:			
Purchase of Land	\$		
Planning and Design Services			
New Construction			
Additions / Renovations			
Repair			
Debt Payment / Bond Payment		261,621.33	
TOTAL	_ <b>\$</b>	261,621.33	
Estimated Project Beginning Date: 07/01/2019	Est. Project	Completion Date: 06/30/2	019

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

The County Commissioners and the Board of Education do hereby jointly request approval of the above 261.621.33 from the Public School project, and request release of \$ Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signatura Chair, County Commissioners)	(Date)
(Signatura - Chair, County Commissioners)	6-8-2020
(Signature - Chair, Board of Education)	(Date)

Form Date: July 01, 2011

#### **APPLICATION** PUBLIC SCHOOL BUILDING CAPITAL FUND NORTH CAROLINA EDUCATION LOTTERY

pproved	*
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Date:

County:		Contact Person:	Katherine Bigelow
LEA:	Vance County Schools	Title:	County Finance Officer
Address:	122 Yount St. Hinderson, NC 27538	Phone:	252-738-2008

A

2019-2020 Fiscal Year Debt Service to QZAB Project Title:

#### Various School Buildings Location:

Type of Facility: Public School Buildings

North Carolina General Statistics - Obspace 13 Cantal desites a portion of the propeeds of the North -Carolina State Lotted, Fund the transferred in the Finite School Building Capital Fund in accordance with G.S. 116C-545.2. Purifier, G.S. 116C-545.2 (d) has been amented to include the following: (3) No county shall have be provide matching structs. (4) A county may one mandel or the Finite to pay to rection construction projects. It local school administrative units and to refine the bate dimension for school construction projects. (5) A county may not use models in the Finite Carolic on school school school school (5).

As used in this section. Public Strivel Bulling's shall include only fadilities for individual schools that are used for instructional and military public and all there not include Sentral administration, maintenance, or other fadilities. Applications must be public that within one year following the date of final payment to the Contraction or version.

Short description of Construction Project: Roof replacement at 3 ES, painting of 3 schools.,

Installation of energy efficient windows and tights at 4 school sites

Estimated Costs:		
Purchase of Land	\$	
Planning and Design Services		
New Construction		
Additions / Renovations		
Repair		
Debt Payment / Bond Payment		123,154.63
TOTAL	\$\$	123,154.63
	42 833	

Est. Project Completion Date: 06/30/2019 Estimated Project Beginning Date: 07/01/2019

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

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$\_\_\_\_ 123,154.83 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

	the second s
(Signature Chair, County Commissioners)	(Date)
Edund Billal	6-8-2020
(Signature - Chair Board of Education)	(Date)

Form Date: July 01, 2011

#### <u>Capital Improvement Plan</u> Fiscal Years 2021 - 2025 General Fund Summary

CIP Projects by Department:	Financing Method	Budget Year 2020-21	Planning Year 2021-22	Planning Year 2022-23	Planning Year 2023-24	Planning Year 2024-25	TOTAL BY PROJECT
Annual Vehicle Replacements (all Departments)			525,000.00	525,000.00	525,000.00	525,000.00	2,100,000.00
1 Maintenance Vehicle (truck with tommy lift)	Pay Go	25,000.00	,	,	,	,	25,000.00
1 Fire Marshal Vehicle	Pay Go	28,000.00					28,000.00
4 Sheriff Vehicles	Pay Go	144,000.00					144,000.00
Addition of Fifth Ambulance	Debt-Short Term				178,199.00		178,199.00
VEHICLE SUBTOTAL:		\$ 197,000.00	\$ 525,000.00	\$ 525,000.00	\$ 703,199.00	\$ 525,000.00	\$ 2,475,199.00
Administration Building							
Install Fire Alarm Protection	Pay Go				28,800.00		28,800.00
Replace Airlocks & Install Card Readers on Interior Doors	Pay Go			11,000.00			11,000.00
Administration/Finance							
Financial Software Package	Pay Go		150,000.00				150,000.00
*Additional Annual Operating Cost \$30,000	2		,				,
Payroll - Time Clock	Pay Go		5,000.00				5,000.00
*Additional Annual Operating Cost \$5,000	2						
Cooperative Extension Building							
Building Upgrades	Pay Go	54,000.00					54,000.00
Paint & Replace Carpet	Pay Go			85,000.00			85,000.00
Courthouse/Administration Building Maintenance							
Power Wash Buildings	Pay Go		32,000.00				32,000.00
Replace Intercom System	Pay Go		52,000.00	29,500.00			29,500.00
Tree Removal & Landscaping Maintenance	Pay Go		17,800.00	29,300.00			17,800.00
	149 88		17,000.00				17,000.00
Courthouse Building							
Install Card Readers on Doors at Sheriff's Office (4 doors)	Pay Go		5,500.00				5,500.00
Parking Lot Renovations	Pay Go		,		15,800.00		15,800.00
*connect parking lot to Sheriff Building / Handicap Space	2						
Renovate Law Library/District Attorney's Office	Debt-Long Term	100,000.00					100,000.00
Repair Bathrooms in Holding Cells at Courthouse	Pay Go	11,000.00	8,500.00				19,500.00
Replace Carpet	Pay Go			36,000.00			36,000.00
(Security Hallways, Jury Rooms, & Patrol Rooms)							
Replace HVAC Systems	Debt-Long Term		65,000.00				65,000.00
Replace/Refinish Furniture	Pay Go			45,000.00			45,000.00
Roof Maintenance	Debt-Long Term	120,000.00					120,000.00

#### <u>Capital Improvement Plan</u> Fiscal Years 2021 - 2025 General Fund Summary

CIP Projects by Department:	Financing Method	Budget Year 2020-21	Planning Year 2021-22	Planning Year 2022-23	Planning Year 2023-24	Planning Year 2024-25	TOTAL BY PROJECT
Elections							
Replacement of Voting Equipment	Pay Go		250,000.00				250,000.00
Emergency Operations - 911							
Radio Tower Project (viper equipment cost for tower)	Debt-Long Term		500,000.00				500,000.00
Viper 911 Console Radio Replacement	Pay Go	55,614.00	55,614.00				111,228.00
EMS							
Zoll X-Series Cardiac Monitor	Pay Go	42,000.00					42,000.00
Renovate Existing Fire/EMS Building	Debt-Long Term					1,012,800.00	1,012,800.00
Fire							
New Fire Truck (pumper/tanker apparatus)	Debt-Long Term					500,000.00	500,000.00
Self-Contained Breathing Apparatus & Cylinders *4 SCBA & 4 additional cylinders in each year	Pay Go	29,550.00		30,000.00		30,000.00	89,550.00
Henry Dennis Building				22 000 00			22.000.00
Paint the Main & Second floor of building	Pay Go		80,000,00	23,000.00			23,000.00
Repair & Replace Windows *includes \$4,000 Consultant Fee	Pay Go		89,000.00				89,000.00
Remove 2 Fuel Tanks	Pay Go		10,500.00				10,500.00
Public Safety Departments							
Viper Portable Radio Replacement (134 radios)	Pay Go	136,744.00	121,550.00				258,294.00
Viper Mobile Radio Replacement (78 radios)	Pay Go	49,887.00	65,070.00				114,957.00
Smart Start Building							
Replace Roof (includes \$5,000 Engineering Fee)	Debt-Long Term		5,000.00	120,000.00			125,000.00
Social Services							
New DSS Facility	Debt-Long Term	4,200,000.00					4,200,000.00
* Total Cost: \$4,200,000		.,					.,
Net County Cost (42%): \$1,764,000							
State Reimburses (58%): \$2,436,000 New Senior Center/Flex Office Space	Debt-Long Term	200,000.00					200,000.00
HVAC Replacements	Debt-Long Term	200,000.00		60,000.00			60,000.00

#### <u>Capital Improvement Plan</u> Fiscal Years 2021 - 2025 General Fund Summary

CIP Projects by Department:	Financing Method	]	Budget Year 2020-21	Planning Year 2021-22	Planning Year 2022-23	Pl	anning Year 2023-24	Planning Year 2024-25	TOTAL BY PROJECT
Tax									
NCPTS Tax Software	Debt-Short Term							290,000.00	290,000.00
*Additional Annual Operating Cost \$69,795	Debt-Short Term							290,000.00	290,000.00
COUNTY DEPARTMENTS SUBTOTAL:		\$	4,998,795.00	\$ 1,380,534.00	\$ 439,500.00	¢	44,600.00	\$ 1,832,800.00	\$ 8,696,229.00
COUNTI DEPARTMENTS SUBTOTAL:		Þ	4,990,795.00	\$ 1,300,334.00	\$ 439,500.00	Ф	44,000.00	\$ 1,032,000.00	\$ 8,090,229.00
Vance-Granville Community College (only reflected Vance Count	ty's share as the proj	iect	cost - 75%)						
Annual Capital Outlay for Facilities Maintenance & Repair	Pay Go		41,220.00	41,220.00	41,220.00		41,220.00	41,220.00	206,100.00
Parking Lot Repairs & Resurfacing	Debt-Long Term		533,692.00						533,692.00
Roof Repairs & Renovations	Debt-Long Term			488,358.00	325,547.00				813,905.00
HVAC Replacements	Debt-Long Term			2,434,235.00	1,748,146.00				4,182,381.00
Maintenance Vehicle Replacement	Pay Go			20,025.00					20,025.00
VGCC SUBTOTAL:		\$	574,912.00	\$ 2,983,838.00	\$ 2,114,913.00	\$	41,220.00	\$ 41,220.00	5,756,103.00
TOTAL BY FISCAL YEAR:		\$	5,770,707.00	\$ 4,889,372.00	\$ 3,079,413.00	\$	789,019.00	\$ 2,399,020.00	\$ 16,927,531.00

#### Funding Source Summary

Funding	Budget Year	Planning Year	Planning Year	Planning Year	Planning Year	TOTAL	
Source	2020-21	2021-22	2022-23	2023-24	2024-25		
Pay Go	617,015.00	971,779.00	400,720.00	185,820.00	171,220.00	\$ 2,346,554.00	
Debt	5,153,692.00	3,917,593.00	2,678,693.00	603,199.00	2,227,800.00	\$ 14,580,977.00	
Grant						\$-	
Total	\$ 5,770,707.00	\$ 4,889,372.00	\$ 3,079,413.00	\$ 789,019.00	\$ 2,399,020.00	\$ 16,927,531.00	

\*FY 22-25 \$100,000 is recorded as Pay Go and \$425,000 is recorded as debt for vehicles

#### Capital Improvement Plan

#### Fiscal Years 2021 - 2025

Fire Fund Summary

	Financing	В	udget Year	Pl	anning Year	Planning Year	Planning Year	Planning Year	TOTAL BY
CIP Projects by Department:			2020-21		2021-22	2022-23	2023-24	2024-25	PROJECT
Fire Fund									
Viper Portable Radio Replacement - VFD (120 radios)	Pay Go	\$	121,550.00	\$	72,930.00				\$ 194,480.00
*FY 19-20 replace 7 radios at each Volunteer Fire Department									
*FY 20-21 replace 5 radios at each Volunteer Fire Department									
*FY 21-22 replace 3 radios at each Volunteer Fire Department									
Viper Mobile Radio Replacement - VFD (40 radios)	Pay Go	\$	34,704.00	\$	34,704.00				\$ 69,408.00
*FY 19-20 replace 1 radio at each Volunteer Fire Department									
*FY 20-21 replace 2 radios at each Volunteer Fire Department									
*FY 21-22 replace 2 radios at each Volunteer Fire Department									
TOTAL BY FISCAL YEAR:		\$	156,254.00	\$	107,634.00	\$ -	\$-	\$-	\$ 263,888.00

#### **Funding Source Summary**

Funding Source	Budget Year 2020-21	Planning Year 2021-22	Planning Year 2022-23	Planning Year 2023-24	Planning Year 2024-25	TOTAL
Pay Go	156,254.00	107,634.00				\$ 263,888.00
Debt						\$-
Grant						\$-
Total	\$ 156,254.00	\$ 107,634.00	\$-	\$-	\$-	\$ 263,888.00

#### <u>Capital Improvement Plan</u> Fiscal Years 2021 - 2025 Public Schools Fund Summary

CIP PROJECTS BY DEPARTMENT:	Financing Method	Budget Year 2020-21	Planning Year 2021-22	Planning Year 2022-23	Planning Year 2023-24	Planning Year 2024-25	TOTAL BY PROJECT
			-				
Public Schools Fund							
Capital Outlay	Pay Go	425,000.00	425,000.00	425,000.00	425,000.00	425,000.00	2,125,000.00
Facility Usage Redesign	Debt-Long Term	1,425,000.00					1,425,000.00
Preventive Maintenance/Refurbishment							
Clarke Elementary - LED Lighting Upgrade	Debt-Long Term	171,000.00					171,000.00
HVAC - Aycock	Debt-Long Term		570,000.00				570,000.00
HVAC - Dabney	Debt-Long Term		570,000.00				570,000.00
HVAC - Zeb Vance	Debt-Long Term	570,000.00					570,000.00
Replace High School Boiler System	Debt-Long Term	156,750.00					156,750.00
School Safety/Compliance							
ADA Upgrades & Compliance - District Wide	Pay Go		190,000.00				190,000.00
Middle School - Parking Lot	Pay Go		570,000.00				570,000.00
High School - Parking Lot	Pay Go				600,000.00		600,000.00
Technology							
Technology Upgrades - Teacher Devices *refurbishment cycle - beginning in FY 2020-21	Pay Go	200,000.00	200,000.00	200,000.00	200,000.00		800,000.00
FOTAL BY FISCAL YEAR:		\$ 2,947,750.00	\$ 2,525,000.00	\$ 625,000.00	\$ 1,225,000.00	\$ 425,000.00	\$ 7,747,750.00

#### Funding Source Summary

Funding Source	Budget Year 2020-21	Planning Year 2021-22	Planning Year 2022-23	Planning Year 2023-24	Planning Year 2024-25	7	TOTAL
Pay Go	625,000.00	1,385,000.00	625,000.00	1,225,000.00	425,000.00	\$ 4	4,285,000.00
Debt	2,322,750.00	1,140,000.00	-	-		\$ 3	3,462,750.00
Grant						\$	-
Total	\$ 2,947,750.00	\$ 2,525,000.00	\$ 625,000.00	\$ 1,225,000.00	\$ 425,000.00	\$ 7	7,747,750.00

#### <u>Capital Improvement Plan</u> Fiscal Years 2021 - 2025 Summary of all Funds

#### **Total by Fund and Fiscal Year**

PROJECTS BY FUND:	Budget Year 2020-21	Planning Year 2021-22	Planning Year 2022-23	Planning Year 2023-24	Planning Year 2024-25	TOTAL BY FUND
General Fund	5,770,707.00	4,889,372.00	3,079,413.00	789,019.00	2,399,020.00	\$ 16,927,531.00
Economic Development Fund						\$ -
Fire Fund	156,254.00	107,634.00	-	-	-	\$ 263,888.00
Public Schools Fund	2,947,750.00	2,525,000.00	625,000.00	1,225,000.00	425,000.00	\$ 7,747,750.00
Solid Waste Fund	-	-	-	-	-	\$ -
Tourism Fund						\$ -
TOTAL BY FISCAL YEAR:	\$ 8,874,711.00	\$ 7,522,006.00	\$ 3,704,413.00	\$ 2,014,019.00	\$ 2,824,020.00	\$ 24,939,169.00

#### **Funding Source Summary**

FUNDING SOURCES:	Budget Year 2020-21	Planning Year 2021-22	Planning Year 2022-23	Planning Year 2023-24	Planning Year 2024-25	TOTAL BY FUNDING SOURCE
Pay Go	1,398,269.00	2,464,413.00	1,025,720.00	1,410,820.00	596,220.00	\$ 6,895,442.00
Debt	7,476,442.00	5,057,593.00	2,678,693.00	603,199.00	2,227,800.00	\$ 18,043,727.00
Grant						\$ -
TOTAL BY FISCAL YEAR:	\$ 8,874,711.00	\$ 7,522,006.00	\$ 3,704,413.00	\$ 2,014,019.00	\$ 2,824,020.00	\$ 24,939,169.00

# County Manager's Report

## Vance County Manager's Report to the Board June 15, 2020

- **a.** Adoption of FY 2020-2021 Budget Ordinance. A public hearing was held on June 1, 2020 to gain citizen input on the proposed FY20-21 budget. The budget ordinance and fee schedule are enclosed. The total general fund budget is \$49,498,430 with \$1,310,356 used from fund balance to balance the budget. The overall budget with all funds combined is \$60.7 million. The budget includes no increase in the general fund property tax rate (remains at .89 cents), no increase in the fire tax rate (remains 8.9 cents), and a \$5 increase in the solid waste household fee. Overall the budget addresses the board's top priorities for the coming year while moving the county forward and maximizing county services with limited revenue growth. *Recommendation: Approve the FY20-21 budget ordinance as presented.*
- **b.** Approval of FY 2020-2021 Salary Schedule. Enclosed is the new salary schedule effective July 1, 2020. The hiring rates, minimums, midpoints and maximums have been adjusted 3% in accordance with the budget. *Recommendation: Approve the Salary Schedule effective July 1, 2020.*
- c. Economic Development Incentive Maria Parham Health. The board held a public hearing on June 1, 2020 to receive public input on an economic development incentive agreement with Maria Parham Health. Maria Parham intends to add a Cardiac Cath Laboratory which will add \$3.2 million in real and business personal property investments along with 25 new jobs, with an average wage of \$60,580 per year plus benefits. The agreement is enclosed for your approval. *Recommendation: Approve agreement for job creation and economic development with Maria Parham*.
- d. Rezoning Request Bullocksville Park Road (Parcel 0586 01010). A public hearing was held on June 1, 2020 to gain citizen input on a request to rezone 20.6 acres out of a 120 acre tract from Agricultural Residential (AR) to General Commercial (GC1). Planning staff will be on hand to review the case in detail and seek approval from the board. The board must adopt a written statement describing whether the action is consistent with the county's adopted comprehensive plan. Sample motions and draft rationales are provided in the staff report for the board's consideration. The planning board's recommendation was to approve the rezoning with the condition that the private access easement leading to the 20.687 acres be brought to a 60 foot width. For Consideration and Action.



## Vance County, North Carolina FY 2020-21 Budget Ordinance

BE IT ORDAINED by the Board of Commissioners of Vance County, North Carolina, meeting in special session this 15th day of June, 2020, that revenues and expenditures are hereby appropriated for the operation of Vance County government and its related activities for the fiscal year beginning July 1, 2020 and ending June 30, 2021 according to the following summaries and schedules:

#### SECTION 1. GENERAL FUND (10)

The following amounts are hereby appropriated in the General Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Α.	Expenditures Authorized by Departments:

Department	Amount
410 - Governing Body	313,698
430 - Elections	291,839
440 - Administration/Finance	979,347
450 - Tax Department	721,356
470 - Legal Services	67,300
480 - Register of Deeds	299,361
490 - Information Technology	319,548
491 - Economic Development Commission	227,172
500 - County Administration Building	180,811
501 - County Office Building	103,601
502 - Henry A. Dennis Building	66,357
504 - Senior Center	50,464
505 - Courthouse	693,995
506 - Social Services Building	115,277
510 - Sheriff's Office	4,930,888
514 - Justice Assistance Grant	7,100
517 - Sheriff's Interdiction Program	15,000
518 - School Resource Officers	323,588
519 - New DSS Building – Eaton Johnson	100,000
520 - Jail	4,065,000
525 - Environmental Services	97,500

530 - EMS	2,876,850
531 - Fire	1,305,696
532 - Fire Marshal	118,966
541 - Planning & Development	589,200
555 - Central Services	869,087
576 - Soil & Water Conservation	121,899
580 - Mental Health	277,311
590 - Public Health	777,215
599 - Animal Control	483,479
600 - Contributions to Other Agencies	2,063,682
601 - Smart Start Program - Cooperative Extension	76,074
604 - Cooperative Extension - 4-H	11,500
605 - Cooperative Extension Services	173,053
607 - Veterans Service	127,408
610 - Social Services	9,199,254
611 - Program on Aging	724,832
613 - DSS - Vending/Foster Care Contributions	4,000
615 - Nutritional Meals Program	117,223
619 - Youth Services - NYPUM	173,658
620 - Friends of Youth	74,749
621 - 911 Emergency Communications	1,620,971
622 - Farmers Market	32,696
681 - Schools - Current Expense	8,432,440
Schools - Capital Outlay	625,000
683 - Community College - Current Expense	1,149,698
Community College - Capital Outlay	41,220
Nursing Center - Maria Parham Hospital	0
696 - Transfers to Other Funds	3,312,070
999 - Contingency	150,000
General Fund Expenditures - Grand Total	49,498,430

It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

## B. Revenues Anticipated:

Department	Amount
301 - Ad Valorem Taxes	24,982,549
315 - Vehicle Rental Taxes	30,000
325 - Privilege Licenses	2,750
329 - Investment Earnings	304,000
332 - Animal Control Fees	76,600
333 - Cooperative Extension Revenues	11,500
334 - 4-H Revenues	5,500
342 - Planning Fees	26,000
345 - Local Government Sales Tax	9,110,291

346 - State Revenues	166,600
	,
347 - ABC Revenues	120,000
*ABC Revenues are to be used for the treatment of alcoholism or	
substance abuse, or for research or education on alcohol or substance	
	5 000 404
348 - DSS State Revenues	5,982,491
349 - DSS Federal Revenues	431,610
350 - DSS Local Revenues	47,000
353 - Federal Revenues	59,000
356 - Register of Deeds Revenues	272,500
357 - Inspection Fees	300,000
358 - Jail Revenues	339,100
359 - Sheriff Revenues	267,500
360 - Ambulance Revenues	1,700,000
367 - Refunds & Reimbursements	371,620
369 - Revenue from City of Henderson	974,023
370 - Miscellaneous Revenues	1,020,324
380 - Grants	455,738
397 - Transfers from Other Funds	1,111,378
399 - Fund Balance Appropriated	1,330,356
General Fund Revenues - Grand Total	\$ 49,498,430

#### SECTION 2. FACILITIES FEES FUND (17)

The following is hereby appropriated in the Facilities Fees Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

#### A. Expenditures Authorized:

Account	Amount
Operating Expenditures	80,100
Total Expenditures - Facilities Fees	\$ 80,100

It is estimated that the following revenues will be available in the Facilities Fees Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

#### B. Revenues Anticipated:

Account	Amount
Investment Earnings	100
Court Fees	80,000
Total Revenues - Facilities Fees	\$ 80,100

#### SECTION 3. DEBT SERVICE FUND (20)

The following is hereby appropriated in the Debt Service Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

#### A. Expenditures Authorized:

Account/Debt Satisfaction Date	Amount
USDA Debt Service Reserve – Animal Shelter	8,003
Lease Payment Principal – VGCC (2030)	110,823
Lease Payment Interest – VGCC (2030)	38,687
Lease Payment Principal – Animal Shelter (2047)	42,362
Lease Payment Interest – Animal Shelter (2047)	37,662
Lease Payment Principal – 2017 CIP Projects (2032)	87,000
Lease Payment Interest – 2017 CIP Projects (2032)	28,343
Lease Payment Principal – 2020 DSS	199,945
Lease Payment Interest – 2020 DSS	236,360
Total Expenditures - Debt Service	\$ 789,185

It is estimated that the following revenues will be available in the Debt Service Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

#### B. Revenues Anticipated:

Account	Amount
Investment Earnings	1,000
Transfer from General Fund	788,185
Total Revenues - Debt Service	\$ 789,185

#### SECTION 4. DEBT SERVICE FUND - SCHOOLS (21)

The following is hereby appropriated in the Debt Service Fund - Schools for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Account/Debt Satisfaction Date	Amount
Qualified Zone Academy Bonds - Schools (2022)	101,864
New Elementary School - Principal (2030)	732,192
New Elementary School - Interest (2030)	73,060
Qualified School Construction Bonds (2026)	261,622
Qualified School Construction Bonds - Interest (2026)	79,900
Qualified Zone Academy Bonds - Schools (2028)	122,914
Total Expenditures - Debt Service Schools	\$ 1,371,552

It is estimated that the following revenues will be available in the Debt Service Fund - Schools for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

#### B. Revenues Anticipated:

Account	Amount
Transfer from Capital Reserve - Schools	1,371,552
Total Revenues - Debt Service Schools	\$ 1,371,552

#### SECTION 5. SOLID WASTE ENTERPRISE FUND (30)

The following is hereby appropriated in the Solid Waste Enterprise Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

#### A. Expenditures Authorized:

Account	Amount
Operating Expenses - Solid Waste Management	2,776,686
Total Expenditures - Solid Waste Management	\$ 2,776,686

It is estimated that the following revenues will be available in the Solid Waste Enterprise Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

#### B. Revenues Anticipated:

Account	Amount
Solid Waste Household User Fees	2,210,481
Other Fees & Taxes	146,300
Grants	100,000
Miscellaneous Revenues	53,000
Contributions from General Fund (Salary Progression Plan)	0
Fund Balance Appropriated	266,905
Total Revenues - Solid Waste Management	\$ 2,776,686

#### SECTION 6. REAPPRAISAL RESERVE FUND (40)

The following is hereby appropriated in the Reappraisal Reserve Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Account	Amount
Octennial Reserve - Year 2024	390,700
Total Expenditures - Reappraisal Reserve	\$ 390,700

It is estimated that the following revenues will be available in the Reappraisal Reserve Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

#### B. Revenues Anticipated:

Account	Amount
Investment Earnings	6,000
Contributions from General Fund	48,000
Fund Balance Appropriated	336,700
Total Revenues - Reappraisal Reserve	\$ 390,700

#### SECTION 7. RETIREMENT/PENSION RESERVE (41)

The following is hereby appropriated in the Retirement/Pension Reserve Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

#### A. Expenditures Authorized:

Account	Amount
Separation Allowance - Certified Law Enforcement Officer	320,500
Fringe Benefits - Retiree Insurance	0
Total Expenditures - Retirement/Pension Reserve	\$ 320,500

It is estimated that the following revenues will be available in the Retirement/ Pension Reserve Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

#### B. Revenues Anticipated:

Account	Amount
Investment Earnings	7,000
Fund Balance Appropriated	313,500
Total Revenues - Retirement/Pension Reserve	\$ 320,500

#### SECTION 8. SPECIAL FIRE TAX FUND (43)

The following is hereby appropriated in the Special Fire Tax Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Account	Amount
Telephone/Postage (Verizon Service for MDTs)	12,000
Contracted Services - Financial Reviews	11,000
Tax Refunds	500
Capital Outlay (Radios purchase)	156,254

Administrative Fees	2,000
Kerr Lake/Golden Belt Merger - Substation Debt	33,900
Volunteer Assistance	645,945
*Includes reimbursable funding for up to two positions at all VFDs with	
exception of Epsom which gets one (15 total positions - Up to \$43,663	
per position which includes VFD's portion of Fed and State withholding	
taxes and estimated Workman's Comp insurance)	
**Funding provided for up to 60 hours worked Monday - Friday	
Contributions to Fire Departments (\$100,000 to all depts.)	900,000
Rotating Capital Proceeds (Bearpond)	30,000
Total Expenditures - Special Fire Tax	\$ 1,800,599

It is estimated that the following revenues will be available in the Special Fire Tax Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

#### B. Revenues Anticipated:

Account	Amount
Fire Tax	1,634,270
Fund Balance Appropriated	166,329
Total Revenues - Special Fire Tax	\$ 1,800,599

#### SECTION 9. ROOM OCCUPANCY TAX (45)

The following is hereby appropriated in the Room Occupancy Tax Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

#### A. Expenditures Authorized:

Account	Amount
Operating Expenses - Tourism Development	383,164
Total Expenditures - Room Occupancy Tax	\$ 383,164

It is estimated that the following revenues will be available in the Room Occupancy Tax Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

#### B. Revenues Anticipated:

Account	Amount
Room Occupancy Tax Proceeds	363,814
Investment Earnings	2,000
Miscellaneous Revenues	17,350
Contributions from General Fund (Salary Progression Plan)	0
Total Revenues - Room Occupancy Tax	\$ 383,164

#### SECTION 10. ECONOMIC DEVELOPMENT PROJECT FUND (47)

The following is hereby appropriated in the Economic Development Project Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

#### A. Expenditures Authorized:

Account	Amount
Legal fiscal Cost	14,570
Contracted Services	292,500
Special Projects	175,103
Transfer to General Fund	41,903
Contingency	9,618
Construction and Renovation	2,149,457
Total Expenditures - Economic Dev. Project Fund	\$ 2,683,151

\* Legal Fiscal Cost, Contracted Services, Contingency, and Construction and Renovation line items are associated with the HVIP Phase 3 Project.

It is estimated that the following revenues will be available in the Economic Development Project Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

#### B. Revenues Anticipated:

Account	Amount
Middleburg Loan Payback	3,600
TNCP Repayment	112,727
Lease Proceeds	110,249
NC Ready Site Grant	2,456,575
Fund Balance Appropriated	0
Total Revenues - Economic Development Project Fund	\$ 2,683,151

#### SECTION 11. CAPITAL RESERVE FUND - SCHOOLS (60)

The following is hereby appropriated in the Capital Reserve Fund - Schools for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Account	Amount
Special Projects	655,905
Transfer to General Fund - Capital Outlay (Schools)	625,000
Transfer to Debt Service - Fund 21 (School Debt)	1,371,550
Total Expenditures - Capital Reserve Fund - Schools	\$ 2,652,455

It is estimated that the following revenues will be available in the Capital Reserve Fund - Schools for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

#### B. Revenues Anticipated:

Account	Amount
Investment Earnings	12,000
QSCB Interest Reimbursement	93,216
Lottery Proceeds	384,535
1/2 Sales Tax - 30% Schools	865,288
1/2 Additional Sales Tax Schools	1,297,416
Total Revenues - Capital Reserve Fund - Schools	\$ 2,652,455

#### SECTION 12. CAPITAL RESERVE FUND - GENERAL (61)

The following is hereby appropriated in the Capital Reserve Fund - General for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

#### A. Expenditures Authorized:

Account	Amount
Special Projects	54,000
Total Expenditures - Capital Reserve Fund - General	\$ 54,000

It is estimated that the following revenues will be available in the Capital Reserve Fund - General for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

#### B. Revenues Anticipated:

Account	Amount
Investment Earnings	4,000
Transfer from General Fund	50,000
Total Revenues - Capital Reserve Fund - General	\$ 54,000

#### SECTION 13. EMERGENCY TELEPHONE SYSTEM - WIRELESS FUND (71)

The following is hereby appropriated in the Emergency Telephone System - Wireless Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Account	Amount
Emergency Communications	217,000
Transfer to General Fund - 911 Addressing/Data Base	0
Capital Outlay	993,075

Total Expenditures - Emergency Telephone System -	
Wireless Fund	\$ 1,210,075

It is estimated that the following revenues will be available in the Emergency Telephone System - Wireless Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

#### B. Revenues Anticipated:

Account	Amount
Investment Earnings	10,000
Surcharge - 911 ETS Funds	593,075
Fund Balance Appropriated	607,000
Total Revenues - Emergency Telephone System -	
Wireless Fund	\$ 1,210,075

#### SECTION 14. CONTRIBUTIONS FROM GENERAL FUND TO OTHER FUNDS

(These monies are transferred from the General Fund to other funds and are *deducted* in final computations inasmuch as they are included in other funds.)

Other Funds (10-696)	Amount
Water Fund (16)	261,885
Debt Service (20)	788,185
Reappraisal Reserve (40)	48,000
Capital Reserve - Schools (60) Sales Tax Proceeds	2,164,000
Capital Reserve - General (61)	50,000
Solid Waste (30)	
Room Occupancy Tax (45)	
Total Contributions to Other Funds	\$ 3,312,070

#### SECTION 15. TOTAL BUDGET

GRAND TOTAL EXPENDITURES AUTHORIZED	\$60,698,527
GRAND TOTAL REVENUES ANTICIPATED	\$60,698,527

#### SECTION 16. BUDGET SUMMARY

Fund	Amount
(10) General Fund	49,498,430
(17) Facilities Fees Fund	80,100
(20) Debt Service Fund	789,185
(21) Debt Service - Schools Fund	1,371,552
(30) Solid Waste Enterprise Fund	2,776,686
(40) Reappraisal Reserve Fund	390,700
(41) Retirement/Pension Reserve Fund	320,500

(43) Fire Tax Fund	1,800,599
(45) Room Occupancy Tax Fund	383,164
(47) Economic Development Project Fund	2,683,151
(60) Capital Reserve - Schools Fund	2,652,455
(61) Capital Reserve - General Fund	54,000
(71) Emergency Telephone System Fund	1,210,075
Budget Subtotal	64,010,597
Less: Contributions from General Fund to Other	-3,312,070
Funds	
Budget Grand Total	\$ 60,698,527

#### SECTION 17. PUBLIC SCHOOLS

#### A. Capital Outlay

Appropriations to Capital Outlay - Schools are allocated by project pursuant to NCGS 115C-419B. Any amendments that increase or decrease expenditures among line items within the Capital Outlay appropriation by more than ten percent (10%) from the amount contained in this Budget Ordinance or by subsequent action must receive prior approval by the Board of Commissioners. The reserved amount will be distributed upon receipt and approval of school projects by the Board of County Commissioners. No Capital Outlay funds may be expended until itemization of such funds is approved by the Board of Commissioners.

Account	Amount
Capital Outlay	425,000
	0
Technology Upgrades	200,000
Total Capital Outlay	\$ 625,000

#### B. Current Expense

Account	Amount
Current Expense (\$1,230,000 earmarked for teacher	8,432,440
supplements)	
Total Current Expense - Public Schools	\$ 8,432,440

#### **Total Capital Outlay and Current Expense:**

Account	Amount
Total Public School Appropriation	
(Excluding Bonds and Long-Term Indebtedness)	\$ 9,057,440

#### SECTION 18. TOURISM DEVELOPMENT

The County of Vance established a Tourism Development Authority, effective January 1, 2002. Room Occupancy Tax proceeds generated from the six percent (6%) tax are controlled by the Vance County Tourism Development Authority, with fiscal accounting of such funds performed by the County Finance Director. Such funds are included in this budget ordinance for accounting purposes although under the direct control of the Tourism Development Authority.

#### SECTION 19. MILEAGE REIMBURSEMENT RATE

The County reimbursement for private vehicle mileage expense in the conduct of official business is set at the standard mileage rate issued by the Internal Revenue Service.

#### SECTION 20. METHOD OF LEVY

The tax levy is based on the single levy method. Under this method all taxes are levied for the General Fund, except the Special Fire Tax, which in turn will generate the required revenues in other funds through contributions to those funds. Other revenues will also be received in the General Fund and will comprise the Contributions to Other Funds.

#### SECTION 21. TAX RATES

#### A. Property Tax

An ad valorem tax rate of  $89.0\phi$  per \$100.00 at full valuation is hereby set as the official tax rate for the County of Vance for the fiscal year beginning July 1, 2020 and ending June 30, 2021. This rate is based on a total estimated valuation of \$2,743,230,081 (99% of base) and an estimated rate of collection of 97.16% which is the actual tax collection rate for FY 2018-19.

#### B. Special Fire Tax

The official tax rate for the defined Special Fire Protection Service District in Vance County will be 8.9¢ per \$100 of full valuation for the fiscal year beginning July 1, 2020 and ending June 30, 2021. This rate is based on a total estimated valuation of \$1,837,314,918 (99% of base) with an estimated collection rate of 97.16% which does not exceed the actual tax collection rate for FY 2018-19 for the Special Fire Protection Service District.

#### C. Solid Waste User Household Fee

There is hereby levied for the fiscal year beginning July 1, 2020 and ending June 30, 2021 a Solid Waste Household User Fee (SWHUF) of \$117.00 per household. The

SWHUF shall be assessed on all residential dwelling units in Vance County including those located inside the city/town limits of Henderson, Kittrell, and Middleburg.

#### SECTION 22. FEES FOR SERVICES

Charges for services and fees by Vance County departments, excluding those established by State Statute, are levied in the amounts set forth in the attached Fee Schedule (Attachment 1). Charges for services and fees are subject to change during the fiscal year by action of the Vance County Board of Commissioners.

#### SECTION 23. COUNTY MANAGER AUTHORITY

The County Manager is hereby authorized to execute contractual documents for services, goods, or construction repairs valued at \$10,000 or less as long as expenditures are within budgeted appropriations. All applicable federal, state, and/or local purchasing and procurement regulations must be followed.

#### SECTION 24. DISPENSATION

Copies of this Budget Ordinance shall be furnished to the Finance Director and to the County Manager as Budget Officer of Vance County for direction in executing official duties as prescribed by law.

#### Adopted this 15th day of June, 2020.

Gordon Wilder, Chairman Vance County Board of Commissioners

## VANCE COUNTY FISCAL YEAR 2020-2021 DEPARTMENT FEE SCHEDULES



## **Table of Contents**

Animal Services	1
Elections	2
EMS	3
Farmers Market	4
Fire	5
Planning	6 - 10
Register of Deeds	11-12
Sheriff Office	13
Solid Waste	14
Tax	15
Tourism	16

## Department: <u>Animal Services</u>

<b>Fee Type</b>	Fee Details		Fee
	Cat Fee	\$	100.00
	Dog Fee	\$	150.00
Adoption Fees	Horse Fee	\$	150.00
	Small/Furry/Feathers Fee	\$	20.00
	Livestock Fee	\$	50.00
	1 <sup>st</sup> Impoundment	\$	25.00
Redemption Fees	2 <sup>nd</sup> Impoundment (2 <sup>nd</sup> Impoundment within a one year period)	\$	50.00
	3 <sup>rd</sup> Impoundment (3 <sup>rd</sup> Impoundment within a one year period)	\$	75.00
	1 <sup>st</sup> Citation Violation of County Ordinance	\$	50.00
Citation Fees	2 <sup>nd</sup> Citation Violation of County Ordinance (2 <sup>nd</sup> offense within a one year period)	\$	75.00
	2 <sup>nd</sup> Citation Violation of County Ordinance (2 <sup>nd</sup> offense within a one year period) 3 <sup>rd</sup> Citation Violation of County Ordinance (3 <sup>rd</sup> offense within a one year period)	\$	100.00
Permit Fee	Wild Vicious or Exotic Animal Permit Fee	\$	50.00
Vaccination Fee	Rabies Vaccine	\$	5.00
<b>Rescue Pull Fees</b>	Dog (per dog)	\$	20.00
Rescue I un Pees	Puppy (per puppy)	\$	5.00
	Boarding (per day)	\$	10.00
Miscellaneous Fees	Microchip for owned pets	\$	18.00
	Vet	as incurre	
	Feed	a	s incurred

## **Department:** <u>Elections</u>

<b>Fee Type</b>	Fee Details	Fee
City of Henderson Filing Fee	For all candidates	\$ 10.00
Board of Education	Chairperson	1% of salary
	Members	1% of salary
County Commissioners	Chairperson	1% of salary
County Commissioners	Members	1% of salary
Clerk of Court		1% of starting salary
Register of Deeds		1% of starting salary
Sheriff		1% of starting salary

## Department: <u>EMS</u>

<b>Fee Type</b>	Fee Details			Fee
All Loaded Miles	no loaded miles charge for Medicaid patients within county	*	\$	17.15
	No Treatment & No Transport (basically lifting assistance)		\$	75.00
Treatment & Transport	Treatment & No Transport		\$	150.00
	DOA Transports		\$	150.00
BLS Emergency & Non-Emergency	*	<	\$	540.89
ALS1 Emergency & Non-Emergency	k	<	\$	642.30
ALS2 Emergency	k	:	\$	929.66
			-	
Paramedic Intercept			\$	450.00

\* Rates are 150% above the Medicare Fee Schedule (MFS) and will adjust automatically as the MFS changes.

## **Billing for Supplies**

Description	HCPCS Code	Fee
ALS Disposables	A0398	\$ 100.00
BLS Disposables	A0382	\$ 60.00
Oxygen	A0422	\$ 50.00
IV Supplies	A0394	\$ 50.00

## Department: <u>Regional Farmer's Market</u>

<b>Fee Type</b>	Fee Details	Fee	
Vendor Application	per application	\$ 30	
Vendor Daily Setup	per space	\$ 10	
Facility Rental - Private Entity	up to 4 hours	\$ 200	
	each additional hour (max 4 hours)	\$ 50	
Escility Dontal Covernment Entity	up to 4 hours	\$ 100	
Facility Rental - Government Entity	each additional hour (max 4 hours)	\$ 25	
Special Events	for each vendor	\$ 25	

#### Department: Fire

	MOTOR VEHICLE ACCIDENT RESPONSE			
<b>Fee Type</b>	Fee Details	Fee	e	
LEVEL 1 MVA	Hazard Material control and safety including hazard assessment & containment of hazard materials (i.e. hazardous material spills such as gasoline/diesel fuel, motor oil, coolant or antifreeze) which may be flammable, dangerous to the environment, or cause other hazards such as slippery conditions, debris cleanup from roadway, vehicle systems safety assurance (i.e. disable potential ignition sources such as electrical/power supply systems), fire suppression stand-by, perimeter command and control, to protect involved parties, non-involved parties, establishing a safe environment for mitigating damages and injuries & to protect the safety and welfare of the General Public, until the scene has been secured of all hazards.	\$ 5	595	
LEVEL 2 MVA	Extrication with the use of hand tools in addition to Level 1 services.	\$ 7	790	
		-		
LEVEL 3 MVA	Extrication with the use of hydraulic tools in addition to Level 1 services.	\$ 1,9	995	
	Noted if extrication of deceased individual.	ψ 1,2	//5	
LEVEL 4 MVA	Landing zone command and control in addition to a Level 1, Level 2, and/or Level 3 service.	\$ 2,3	395	
LEVEL 5 MVA	Landing zone command and control in addition to a Level 1, without extrication services.	\$ 9	965	

#### \*\*Rates per Hour by Apparatus Class\*\*

STRUCTURE FIRE/HAZMAT RESPONSE			
Fee Type Fee Details		Fee	
<b>Class 1 Apparatus</b>	Command Vehicles & Personnel Transports (carrier)	\$ 125	
<b>Class 2 Apparatus</b>	Brush Units, Support Units, & Rehabilitation Vehicles	\$ 150	
Class 3 Apparatus	Pumpers/Engines, Tankers, Aerials, & Air Units	\$ 175	

#### Additional Items Billed:

\*Hazardous Materials/Other Incidents:

Will be billed at the hourly rates for the apparatus with an additional itemized bill for materials used.

\*\*May adjust billing rates for MVA or other incidents that require additional services, consumable items and/or lengthy amounts of time on scene.

#### CHARGES ARE BILLED TO THE INSURER OF THE PROPERTY, NOT THE PROPERTY OWNER.

#### Department: <u>Planning</u>

PLANNING & DEVELOPMENT Inspection Division	<b>Fee Type</b>	Current Fee
New Homes (including Modulars)	Up to 1200 sf*	\$479
*Fees reflect all trades	1201 to 2000 sf*	\$629
*Based on gross sf	2001 to 3000 sf*	\$943
	3001 to 5000 sf*	\$1,473
	5001 sf* and up	\$1,473 (add \$0.24/sf over 5000sf
	Homeowners Recovery Fee	\$10.00
	Temporary Service Pole Inspection Fee	\$55.00
Residential Additions/Remodel	Up to 400 sf	\$155 plus trade fees
	401 sf to 1200 sf	\$200 plus trade fees
	1201 sf & up	use new home rates
	Trade Fees (Elect, Plbg & Mech	\$55.00
Housed Moved onto Lots	See New Homes/Modular above	
Manufactured Homes		Without A/C With AC
	Single Wide	\$155 \$210
	Double Wide	\$200 \$255
	Triple Wide	\$285 \$340
Residential Accessory Buildings/Structures	(Storage bldgs, Garages, Carports, Decks, Porches, Gazebos, etc.)	
	Pre-fab storage buildings (placed on lot)	\$55 + trade fees
	Storage bldgs built on site - unfinished walls	\$55 + trade fees
	- finished/closed walls	\$110 + trade fees
	Garage (unfinished)	\$110 + trade fees
	Garage (finished/closed walls)	\$165 + trade fees
	Carports	\$55 + trade fees
	Retaining Walls and/or fencing	\$55
	Residential Decks	\$110
	*Includes the same items > 36 sf added to mobile homes	
Swimming Pools	Base Fee (Residential)	\$100 + trade fees
	Base Fee (Commercial)	\$250 + trade fees
Signs	Base Fee (< 10 ft. height)	\$55
	Base Fee (> 10 ft. height)	\$150
	Trade Fees	\$55/trade

Trade Fees	Building	\$55
	Electrical	\$55
	Plumbing	\$55
	Mechanical	\$55
	Insulation	\$45
	Countywide water hookup fee	\$50
Non-Residential/Commercial	Project Cost:	
*Based on Project Cost	\$0 - \$2500	\$220
	\$2501 - \$25,000	\$400
	\$25,001 - \$50,000	\$560
	\$50,001 - \$100,000	\$850
	\$100,001 - \$200,000	\$1,450
	\$200,001 - \$350,000	\$2,100
	\$350,001 - \$500,000	\$3,300
	\$500,001 - \$750,000	\$3,900
	\$750,001 - \$1,000,000	\$5,100
	\$1,000,001 & up	add \$1.65 per \$1,000 over \$1Million
Additional Items		
	Construction job trailer	\$80
	Temp Pole/Electrical Board	\$55
	Utility connections (water/sewer stub)	\$55
	Signs	See Sign Fee schedule above
	Refrigeration area	Gross floor refrig area x \$0.64 - Max \$640
Plan Review	Project Cost:	
*Based on Project Cost	\$0 - \$100,000	\$55
3	\$100,001 - \$250,000	\$100
	\$250,001 - \$500,000	\$140
	\$500,001 - \$1,000,000	\$175
	\$1,000,001 and up *	\$240 + \$100 per \$1mil or portion thereof
State Mandated Fire Inspections	Up to 50,000 sf facility	\$55
L	50,000 to 500,000 sf facility	\$105
	Greater than 500,000 sf facility	\$120
Fire Protection Systems	Alarm System	sf x (0.013) \$55 minimum
·	Sprinkler System	sf x (0.013) \$55 minimum
	Standpipe System	(w/o sprinklers) \$72 per standpipe
	Hood Suppression System	\$55 per unit
Temporary Structures	Minimum 200 sf To 400 sf	\$55
Tents, Canopies, Shelters, etc	401 sf to 1000 sf	\$110
180 days max. time limit	1001 sf to 5000 sf	\$155
	5000 sf and up	\$220

Electrical Items	Motors/Transformers	\$55 (per each)
Service Change	200 amp or less	\$55 (max 2 inspections)
	> 200 to 400 amp	\$105 (max 3 inspections)
	> 400 to 1000 amp	\$170 (max 4 inspections)
	> 1000 amp	\$265 (max 5 inspections)
Exterior Outlet & Fixture Pricing	Less than 5	\$55 (max 2 inspections)
	>5 to 50	\$95 (max 3 inspections)
	>50 to 100	\$125 (max 4 inspections)
	>100	\$185 + \$0.25 per fixture over (max 6 insp)
Re-Inspection/Trip Fees	First Re-inspection	\$0.00
	Second Re-inspection	\$55
	Third Re-inspection	\$110
	Fourth Re-inspection	\$225
	All following re-inspection	\$225 ea.
	Outside working hours	\$275
	Excessive inspections	\$55
Aiscellaneous Inspections Fees	Cancellation of permit	\$55
	Change of Contractor	\$55
	Clearing & Grading permit (residential > 1 acre)	\$55 (ETJ & County Area)
	Clearing & Grading permit (commercial > 1 acre)	\$125 (ETJ & County Area)
	Damage/Abandoned Bldg. (general reconnection inspection)	\$55
	Demolition	\$55 (max 2 inspections)
	Demolition (Hazardous) (<\$50K)	\$110 (max 4 inspections)
	Demolition (Hazardous) (>\$50K)	\$220 (max 8 inspections)
	Fuel Tank - Above ground (install or removal)	\$105 per ea.
	Fuel Tank - Underground (install or removal)	\$110 per ea.
	Fireworks Display	\$75
	Fireworks Show	\$125
	Foster Care & Day Care Set-up (initial)	\$95
	Foster Care & Day Care Annual Inspection	\$55
	Occupancy Change	\$55
	Pre-Construction inspection/Administrative Fee	\$55
	Permit Renewal/Expired Permit (Permits expired for more than months will not be re-issued. A new permit must be obtained.)	<ul><li>18</li><li>50% of original fee (if renewed before 18 months from expiration date)</li></ul>
	Reproduction fee (per page)	\$0.25
	Shingle Removal (Residential)	\$65 per job (max 1 inspection)
	Shingle Removal (Commercial)	\$75 per job (max 2 inspections)
	Stop order removal/Red Tag Fee	\$55
	Utility Connection (Water line/Sewer line inspection	\$55 per ea
	Relocated Home	\$55 per trade
	Work begun w/out permits	Double Fees
	Any Special Inspection/Minimum fee not covered	\$55
	Restamp Plans (lost original sets)	\$25

Planning Division	<b>Fee Type</b>	Current Fee
Zoning Permit Fees	Single Family, Two Family Dwelling or Manufactured Home	\$60
	Multi-Family Dwelling	\$65 + \$65 per buildin
	Commercial/Industrial/Business	\$75 + \$65 per buildin
	Perk Test Only Permit	\$25
	Conditional Use Permit	\$250
	Conditional Use Permit (Solar Farm)	\$400
	Rezoning Petition	\$250
	Variance	\$250
	Board of Adjustment Appeal	\$150
	Ordinance Amendment	\$200
	Telecommunication Tower Permit Fee	\$5,000 (\$1000 if colocation
	Sign Permit	\$40
Review Fees	Certificate of Exemption	\$30
	Minor Subdivision Plan Review (2-7 Lots)	\$175
	Major Subdivision Preliminary Plan Review (8-20)	\$200 + \$10 per lot (8-20
	Major Subdivision Preliminary Plan Review (21-50)	\$200 + \$8 per lot (21-50
	Major Subdivision Preliminary Plan Review (51-250)	\$200 + \$6 per lot (51-250
	Major Subdivision Final Plan Review (8-20)	\$150 + \$10 per lot (8-20
	Major Subdivision Final Plan Review (21-50)	\$150 + \$8 per lot (21-50
	Major Subdivision Final Plan Review (51-250)	\$150 + \$6 per lot (51-250
	Private Road Construction Plan Review	\$50 + \$65 Consultant fee/hou
	Street Naming Sign 2-bladed	\$100 per e
	Street Naming Sign 4-bladed	\$150 per e
	Street Naming Sign 6-bladed	\$200 per e
Watershed Protection/Floodplain	Single Family, Two Family Dwelling or Manufactured Home	\$60
······	Commercial/Industrial/Business/Multi-Family Dwelling	\$125 + \$65 per buildin
Compliance Fees		
Civil Penalties: Accidental/No Environmental	Non Commercial (First Offense)	\$50
	Non Commercial (Repeat Violation)	\$100
	Commercial (First Offense)	\$100
	Commercial (Repeat Violation)	\$150
MAPS, PRINTS & PRODUCTS		
36'' wide Opaque Roll Paper	36" x 48"	\$15
	36" x 56"	\$20
	36" x 60" & over	\$25- Setup Fee + $$2$ per every 6" beyond 60
36'' wide High Gloss Roll Paper	36" x 48"	\$17
50 wat high 61055 Kou Puper	36" x 56"	\$25
	36" x 60" & over	\$30- Setup Fee + $$2$ per every 6" beyond 60
	24" x 36"	\$12 \$12
	18" x 24"	\$12
	10 X 24 11" X 17"	\$10
	8.5" x 11"	\$3

GIS and Other Fees	Data CD/DVD	\$50
	CD GIS parcel file	\$10
	CD Ordinances	\$20
	CD Fee Schedule	\$5
	Copy of Ordinances	\$5

END OF FEE SCHEDULE

## **Department:** <u>Register of Deeds</u> Fees Effective October 1, 2011

Recording Real Estate Instruments				
<b>Fee Type</b>	e Type Fee Details Fee			
Instruments	first 15 pages	\$ 26.00		
(except: Deeds of Trust & Mortgages)	each additional page	\$ 4.00		
	£	¢ (4.00		
Deeds of Trust & Mortgages	first 35 pages	\$ 64.00		
	each additional page	\$ 4.00		
Plats	per sheet	\$ 21.00		
Nonstandard Document		\$ 25.00		
Multiple Instruments as One	each	\$ 10.00		
Satisfaction Instruments		No Fee		
Additional Subsequent Instrument Index Reference	per each party listed in excess of 20	\$ 2.00		
Excise Tax	based on purchase price	\$2.00 per \$1,000		

UCC Records				
Fee Type Fee Details Fee				
1 or 2 pages in writing		\$ 38.00		
Mono then 2 negres in writing	up to 10 pages	\$ 45.00		
More than 2 pages in writing	each page over 10	\$ 2.00		

Marriage Licenses				
<b>Fee Type</b>	Fee Details	Fee		
Marriage License	cash only	\$ 60.00		
	Ι	<b>A 10.00</b>		
Application or License Correction with 1 Certified copy		\$ 10.00		
Marriage License Certified copy		\$ 10.00		

Other Records				
<b>Fee Type</b>	Fee Details	Fee		
Recording Military Discharge		No Fee		
Birth Certificate Certified copy		\$ 10.00		
Death Certificate Certified copy		\$ 10.00		
Birth Record Amendment		\$ 10.00		
Death Record Amendment		\$ 10.00		
Legitimations		\$ 10.00		
Delayed Births		\$ 20.00		
Certified copies unless statute otherwise provides	first page	\$ 5.00		
certified copies unless statute other wise provides	each additional page	\$ 2.00		
Uncertified copies	per page	\$ 0.25		
	mailing per page	\$ 0.50		
Postage	* per request	\$ 1.00		
any vital records request made online and/or by mail will	be charged a postage fee per request	÷ 1.00		

Other Services				
Fee Type Fee Details Fee				
Notary Public Oath			10.00	
Verification of signature per each signature verification \$ 1.00				

Miscellaneous Services			
<b>Fee Type</b>	Fee Details	Fee	
Return Check Fee		\$ 25.00	
Map Copies	range in cost	\$0.25 to \$5.00	

## Department: <u>Sheriff</u>

Fee Type	Fee Details	Fee	
Civil Service Papers	per defendant	\$ 30.00	
Gun Permits	each permit to purchase	\$ 5.00	
	each new concealed handgun permit	\$ 90.00	
	each renewal concealed handgun permit	\$ 75.00	
Fingerprinting	each fingerprint card	\$ 10.00	
Posted Property & Posted Signs	each posted property sign	\$ 1.25	
	each posted property application	\$ 10.00	
Writs of Execution (Periodic)		5% of first \$500	
		2.5% over \$500	
	· · ·		
Reimbursements: Out-of-County	per mile	IRS Standard Mileage Rate	
Transport of Mental Patients	hourly rate of pay for Deputy	\$ 22.00	

#### Department: Solid Waste

<b>Fee Type</b>	Fee
Solid Waste Household Fee (per household)	\$ 117
Yard Waste Fee (per ton)	
* Applies to non-residential & commercial users	\$ 40
Mulch Fees	
*mulch fee	\$ 5.00
Loading Fee	
*\$5 per scoop if the county loads mulch	\$ 5.00
<b>Disposal of Ineligible Tires</b> (see detailed note)	
* per ton	\$ 110.00

\* Ineligible tires include the following: New tires being disposed of by their manufacturer due to defect or substandard condition or scrap tires that are not accompanied by a scrap tire certification form [which also means, an incomplete or inaccurately filed out certification form], a certification form lacking original signatures, or if the scrap tires do not qualify for free disposal.

## Department: <u>Tax</u>

<b>Fee Type</b>	Fee
Copies (per page)	\$ 0.25
Print Property Record Cards (per page)	\$ 0.25
CD of Tax Files (per CD)	\$ 5.00

#### **Department:** <u>Tourism Development</u>

FOR: Show, Shine, Shag, & Dine Car Show		
Fee Type	Fee Details	Fee
Vendor Space	each vendor space: 10' (deep) x 20' (wide) additional space is charged at the same rate	\$ 125

\* A standard vendor space is 10' (deep) x 20' (wide) and is priced at \$125. Additional spaces, if needed, are charged at the same rate. In some instances, on case by case basis, should a vendor need additional space of 10 feet or less due to length of their trailer the additional fee will be charged at half of the standard fee or \$62.50 for additional space.

\* Due to the location of the event, neither water nor electricity is available to vendors. Vendors must furnish their own generators.

Dear Commissioners,

Having learned recently that the County Manager is recommending a 3% raise for county employees in the upcoming budget, I respectfully ask that you oppose the proposal.

The reasons are numerous.

- 1. Our local economy is on the verge of collapse and may not ever fully recover.
- 2. Many local businesses are struggling to stay afloat and may not survive.
- 3. Many local businesses have closed and may never reopen.
- 4. Many local citizens have lost their jobs. Many of these jobs will not exist when unemployment compensation ends.
- 5. Many local citizens cannot pay their rent.
- 6. Many property owners will not be able to pay their property taxes.
- 7. Many local citizens will probably lose their homes.
- 8. Local government revenue may never return to previous levels.

The private sector is suffering like it's never suffered before. As I understand it, no county employees have been laid off, none have been asked to voluntarily stay home, and none have had to endure a pay cut. Additionally, I assume that most have received direct payments from the federal government as well.

Given our current economic situation, raising county employee salaries is giving the middle finger to hard working Vance Countians who pay for local government. Raising county employee salaries during an economic crisis demonstrates a disturbing lack of awareness and an alarming level of disdain for those who produce products and services in the local economy. It shows that you care more for 350 county employees than you do for 45,000 citizens, hundreds of business owners, thousands of private sector employees, and thousands of property owners.

At a time when local government revenue is trending quickly downward, it seems obvious to the most casual observer that cutting spending would be the prudent thing to do. Since you already owe millions to the general fund for the county water system fiasco, further raiding our rainy day fund is nearly as wrongheaded as raising our property taxes, something the county manager said he had planned to recommend. Since the COLA raise is a recurring expense, a future property tax increase will be necessary to pay for it, a tax increase that Vance County property owners can ill afford. Our having to reprioritize our budgets and sacrifice so you don't have to is the height of despotic arrogance and demonstrates your unwillingness and/or inability to do the job for which you were hired or elected. Marie Antoinette would be proud!

There is very little blood left in our turnip. Do what is right for those who pay the bills. Do your job! Oppose the 3% pay raise.

Rusty McMahon Kittrell

GRADE	CLASSIFICATION	HIRING RATE	MINIMUM	MID POINT	MAXIMUM
52	HR Aide	19,320	20,292	25,116	30,900
53		20,088	21,108	26,124	32,136
54	Nutrition Site Supervisor (49%)	20,892	21,948	27,156	33,432
55		21,732	22,824	28,248	34,776
56	Animal Shelter Attendant Custodian Habilitation Assistant	22,596	23,736	29,388	36,156
57	Office Assistant III Landfill Scale Operator Processing Assistant III	23,508	24,684	30,564	37,608
58		24,444	25,668	31,788	39,108
59	Administrative Support Specialist Income Maintenance Technician Library Assistant (Circulation/Outreach Asst) Processing Assistant IV Technical Services Assistant	25,428	26,688	33,048	40,668
60	Senior Technical Services Assistant	26,448	27,768	34,368	42,300
61	Deputy Register of Deeds IMC II (I) Processing Assistant V Program Assistant V Senior Admin Support Specialist Staff Development Technician I Tax Customer Service Representative	27,492	28,872	35,736	43,992
62	Animal Services Officer Elections Specialist EMT- Basic Library Associate Maintenance Specialist Permits Technician Social Worker I (Trainee) Solid Waste Equipment Operator	28,728	30,180	37,356	45,972
63	Administrative Assistant Child Support Agent I Detention Officer EMS Accounts Specialist Foreign Language Interpreter II IMC II Social Worker I Tax Collections Specialist	30,024	31,524	39,036	48,036

GRADE	CLASSIFICATION	HIRING RATE	MINIMUM	MID POINT	MAXIMUM
64	Administration and Conservation Education Coordinator Assistant Register of Deeds Deputy Bailiff Detention Food Services Supervisor Finance Technician Firefighter Trainee Lead Animal Services Officer Personal Property Appraiser Senior Library Associate Senior Maintenance Specialist Staff Development Technician II Telecommunicator (with EMD - hired at minimum rate) Telecommunicator (w/o EMD - hired at hiring rate)	31,380	32,940	40,788	50,196
65	Building/Security Specialist Child Support Agent II Circulation Supervisor Detention Center Shift Supervisor (Sgt.) Detention Officer/Liaison E911 Addressing & Mapping Coordinator Firefighter IM Investigator II IMC III IMC III IM Supervisor I Planning Technician Senior Administrative Assistant Senior Telecommunicator	32,784	34,428	42,624	52,464
66	Deputy Sheriff (with BLET - hired at minimum rate) Deputy Sheriff (w/o BLET - hired at hiring rate) Environmental Codes Inspector Fire Engineer Trainee Lead Child Support Agent Personnel Technician II School Resource Officer Senior Finance Technician Telecommunications Shift Supervisor	34,272	35,976	44,544	54,816
67	Accounting Specialist I Community Paramedic Detention Center Supervisor (Lt.) EMT Paramedic Fire Engineer Income Maintenance Supervisor II Payroll Specialist Resource Conservation Manager Social Worker II Social Worker III (II) Staff Development Specialist I Veterans Services Officer	35,796	37,596	46,536	57,288

GRADE	CLASSIFICATION	HIRING RATE	MINIMUM	MID POINT	MAXIMUM
68	Animal Services Manager Building Codes Enforcement Officer I Child Support Supervisor II Deputy Specialist Gang Resource Specialist Human Resources Specialist Human Services Coordinator III Librarian Real Property Appraiser Telecommunications Training Specialist	37,416	39,288	48,648	59,856
69	Social Worker III Social Worker IA/T (III) Staff Development Specialist II	39,096	41,052	50,832	62,544
70	Administrative Officer II Assistant Detention Center Administrator Building Codes Enforcement Officer II Clerk to the Board/Executive Assistant Deputy Sergeant Elections Director Emergency Operations Specialist EMT Paramedic/ FTO Fire Captain Trainee Maintenance Superintendent Planner Social Worker IA/T Social Work Supervisor II Systems Support Technician	40,860	42,900	53,112	65,364
71	Fire Captain Property Valuation Manager Technology Coordinator	42,696	44,832	55,500	68,304
72	Assistant Library Director Building Codes Enforcement Officer III Deputy Lieutenant Fire Marshal Income Maintenance Administrator I Plans Examiner 911 Operations Manager	44,616	46,848	57,996	
73	Assistant Tax Administrator Deputy Tax Assessor EMS Division Chief Fire Battalion Chief GIS Administrator Lead Code Enforcement Officer Senior Planner Social Work Supervisor III Tourism Development Director	46,632	48,948	60,612	74,604

GRADE	CLASSIFICATION	HIRING RATE	MINIMUM	MID POINT	MAXIMUM
74	Assistant Finance Director Special Projects Coordinator	48,732	51,168	63,336	77,952
75	Business Officer II Register of Deeds	50,916	53,460	66,180	81,456
76	Deputy Sheriff - Captain Detention Center Administrator-Major Emergency Operations Director Library Director	53,208	55,860	69,156	85,116
77	Chief of Staff SW Program Administrator II	55,596	58,380	72,276	88,944
78	EMS Director Fire Chief	58,092	61,008	75,528	92,952
79	Human Resources Director	60,720	63,744	78,924	97,140
80	Planning & Development Director Tax Administrator	63,444	66,612	82,488	101,508
81	Economic Development Director IT Director	66,300	69,612	86,196	106,080
82	Assistant County Manager/ Finance Director Sheriff Social Services Director	69,288	72,744	90,060	110,856
	E = Exempt from the Wage and Hour Provisions of the Fair Labor Standards Act (FLSA) under current regulations				
NG	Board of Commissioners - Member	9,492			
NG	Board of Commissioners - Chair	11,856			

#### AGREEMENT FOR JOB CREATION AND ECONOMIC DEVELOPMENT IN VANCE COUNTY, NORTH CAROLINA

#### June , 2020

This Agreement ("Agreement") is entered into, effective as of June , 2020, by and between DLP Maria Parham Medical Center, LLC (the Company) and Vance County, (County) and describes the agreement among the parties relating to an economic development project to assist the Company in the location of a manufacturing and distribution facility at the Site (as defined below).

#### **Recitals:**

- A. The County is vitally interested in the economic welfare of its citizens and the creation and maintenance of sustainable jobs for its citizens in strategically important industries and therefore wishes to provide the necessary conditions to stimulate investment in the local economy and promote business, resulting in the creation of a substantial number of jobs at competitive wages, and to encourage economic growth and development opportunities which the County has determined will be made possible pursuant to the Project (as defined below).
- B. The Company is engaged in the operation and provision of healthcare, and is in the process of constructing a new Cardiac Cath Lab.
- C. The Company has proposed to make a capital investment of at least Two Million Dollars (\$2,000,000.00) at the Site in the form of building a new Cardiac Cath Lab, and an additional investment of at least One Million, Two Hundred Thousand Dollars (\$1,200,000.00) in equipment and business personal property. These additional investments are referred to herein as the "Project." The Company represents that the Project will include taxable real estate improvements having an initial taxable value of at least \$2 million for real estate and \$1.2 million for business personal property, will create at least 25 local Qualified Jobs (as defined below) as a result of the Project at an average salary of \$60,580 per year, plus benefits (Employment Benchmark).
- D. The County recognizes that the Project will bring direct and indirect benefits to the City of Henderson and the County, including job creation and retention, further economic and employment diversification and stimulus, increased healthcare services available and an increased level of skilled healthcare professionals locally, and has offered economic development incentives (the "Local Incentives") to induce the Company to locate the Project at the Site.

E. The Company fully intends to further, through the Project, an important presence in the City and the County by employing local employees and making a substantial investment in the Project and in the training and development of those employees. The County hereby acknowledges that the terms of this Agreement, including specifically the Local Incentives and other assistance described in this Agreement, constitute a dispositive inducement to the Company to locate the Project at the Site. Similarly, the Company hereby acknowledges that its decision to locate the Project at the Site resulted from the County's offer of Local Incentives and other assistance described in this Agreement.

Now, therefore, for and in consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows;

- I. Local Economic Development Incentives In consideration of the Company's agreement to locate the Project at the Site, the County will provide the following Local Incentive to the Company, which is in addition to any other economic incentives provided by other organizations.
  - A. Local Economic Development Incentive Grants For a period of five (5) years beginning with the first fiscal year of the County the Company first pays property taxes on the Project, the County will provide a Local Economic Development Incentive Grant consisting of five Annual Incentive Grant Payments in a cumulative amount not to exceed \$35,600 in Ad Valorem property tax and \$15,165.60 in Business Personal Property taxes, for a total of \$50,765.60 (the "Maximum Total Grant"), in the manner permitted by North Carolina law, which amounts shall be expended only in accordance with N.C.G.S. 158-7.1 and other applicable federal, state and local laws. By way of explanation, it is anticipated the Project will be complete by December, 2020 and the first grant payment will be February, 2022.

1. Payment shall be conditioned upon the execution of all of the Grant Agreements and the continued performance of all requirements of said Grants and payments of all Vance County Ad Valorem Taxes due.

2. The amount of the Annual Incentive Grant payment for each year shall be paid after the current ad valorem taxes have been paid, but shall not be sooner than January 31.

3. The maximum amount of any Annual Incentive Grant Payment shall not exceed \$10,964.80.

4. Such Annual Incentive Grant Payments shall be determined based upon the Ad Valorem Taxes paid during the County fiscal year on the Company's investments pursuant to this agreement as shown by submissions from the Company of appropriate documentation as requested by the County. 5. A Qualified Job shall be defined as employment by the Company in a permanent, full time position directly connected to the Project, with an average salary of \$60,580 per year, plus benefits

- B. Payment and retention of County Annual Incentive Grant Payments is contingent upon the Company achieving the Project investment goal and taxable valuations and achieving and maintaining employment goals. The Company shall be entitled to the full amount of the Maximum Total Incentive Grant described in paragraph A above only if within twenty four (24) months after the execution of this agreement (i) it has a minimum increase of \$3.2 million in taxable improvements and business personal property from the Project, (ii) it has employed and maintained the Employment Benchmark, and (iii) it is not in arrears in the payment of its annual Ad Valorem property taxes. The Company shall submit to the County Manager, annually during such five-year period, a written statement containing such information as shall be sufficient to reasonably ascertain whether such conditions have been met. Payment of County funds will be proportionately reduced if Company fails to achieve or maintain these commitments in accordance with the methodology described below.
- C. **Investment Step-Down**. In the event the Company does not achieve the \$3.2 million investment threshold within the two years from the execution of this agreement, the "Maximum Total Grant" shall be reduced by the same percentage as such shortfall.
- D. Employment Step-Down and Claw Back. Subject at all times to the Maximum Total Grant, Company's failure to hire and maintain the Employment Benchmark within the ten year period following the first Annual Incentive Grant Payment shall result in the repayment of the Incentive Grant to be calculated as follows:
  - (a) For failure to maintain the Employment Benchmark during the five years following the first Annual Incentive Grant Payment, all Incentive Grant Payments made pursuant to the agreement shall be repaid to the County, by the Company.
  - (b) If Company fails to maintain the Employment Benchmark during any calendar year during calendar years six through ten following the first Annual Incentive Grant Payment, the actual number of employees shall be divided by 25. The resulting figure shall be subtracted from 1.00. This new figure shall be the percentage reduction of the Maximum Incentive Grant to be assessed against and repaid by Company, up to the Maximum Local Grant previously paid.

#### II. Other provisions

A. **Reimbursement and Refund** – If the Company ceases operations at the Facility or otherwise ceases to use the Site for the purposes contemplated herein, in either case within ten years after the first annual incentive grant payment, for any reason other than nonperformance by the County of its covenants under this Agreement, then, at the County's request, the Company will refund to the County, a percentage of the Incentive Grant previously paid to the Company, in each case depending on the year in which the Company ceases operations at the Facility as determined in the following table:

<u>centage</u>
00%
50%
40%
30%
20%
10%

- B. 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 Local Incentives 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 Local Incentives 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.
- C. **Changes in Law -** In the event any applicable law, policy or regulations applicable to the Company adversely affects or impacts the effective operation of the Project, the County will endeavor to amend such law, policy or regulation to facilitate effective operation of the Project, so long as such amendment is in the interest of the County and the public.
- D. Further Action The parties acknowledge that the Local Incentives and other assistance described in this Agreement 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.

- E. Entire Agreement; Amendment; Authority This Agreement is the entire agreement between these parties as to the subject matter referenced herein, without regard to any prior agreements, understandings or undertakings (whether oral, written, electronic or otherwise), and no amendment may be made to this Agreement except with the prior written consent of all parties. The parties, and each person executing this Agreement on behalf thereof, represent and warrant that they have the full right and authority to enter into this Agreement, which is binding, and to sign on behalf of the party indicated, and are acting on behalf of themselves, their constituent members and the successors and assigns of each of them.
- F. Applicable Law; Construction This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to any construction arising from the application of conflicts or choice of law principles, and without regard to any construction arising by virtue of the negotiation or the persons who drafted this Agreement. References to each constituent member comprising the "Community" shall collectively refer to, bind and include their respective representatives, governing boards, the members of such boards and the successors and assigns of each of them, in each case in their official capacities. Furthermore, NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE CITY OR COUNTY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF NORTH CAROLINA. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COUNTY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED BY THE COUNTY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON AY CLASS OR SOURCE OF THE COUNTY'S MONIES, NOR SHALL ANY PROVISION OF THE AGREEMENT OPERATE BEYOND ITS INTENDED SCOPE SO AS TO RESTRICT, TO ANY EXTENT PROHIBITED BY LAW, ANY FUTURE ACTION OR RIGHT OF ACTION ON THE PART OF THE CITY OR THE COUNTY GOVERNING BODY. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS SECTION AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS SECTION SHALL TAKE PRIORITY. THE COUNTY HAS HAD THIS AGREEMENT, AND THE INCENTIVES CONTEMPLATED HEREUNDER PRE-AUDITTED TO ENSURE COMPLIANCE WITH THE BUDGETARY ACCOUNTING **REQUIREMENTS (IF ANY) THAT APPLY. THIS AGREEMENT IS**

CONDITIONED UPON, AND SHALL NOT BECOME OPERATIVE UNTIL, ANY REQUIRED PRE-AUDITED CERTIFICATION IS SUPPLIED.

- G. Severability If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then (a) such holding shall not invalidate or render unenforceable any other provision of this Agreement, unless such provision is contingent on the invalidated provisions; and (b) the remaining terms hereof shall, in such event, constitute the parties' entire agreement.
- H. Assignment The Company shall not assign this Agreement or any portion thereof without the written consent of the other parties, nor shall the Company assign any funds due or to become due to it hereunder without the prior written consent of the other parties; provided however, the Company shall be permitted to assign this Agreement or any portion thereof, or any funds due or to become due to it hereunder, to any direct or indirect wholly-owned subsidiary of the Company. However, in the event of such assignment, the Company will still remain ultimately responsible and liable for the performance of the Company's obligations hereunder.
- I. **Counterparts; Jurisdiction** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original. The parties submit to the exclusive jurisdiction of the state courts sitting in the County.

#### III. Other Assurances

- A. Audit Right The County reserves the right to require a certified audit or may perform the audit through the use of its staff pertaining to the Company's compliance with the Capital Investment Condition described in this Agreement and the ongoing compliance with the Job Creation Condition described in this Agreement.
- B. **Annual Report** In the event the Company should cease to be a public company, with its annual report publicly available on line for review, the Company shall furnish to the County a copy of its annual audit report performed by a certified public accountant as soon as it becomes available to the Company, but no later than six months following the Company's fiscal year end.
- C. **Due Authorization** Each of the parties hereto represents and warrants to each of the other parties that the execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary corporate or governmental action on its part.

- D. E-Verify The Company and the Company's contractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall sign the Owner's Affidavit certifying compliance therewith as requested.
- E. Iran Divestment List The Company does hereby certify that they are not a person identified on the Iran Divestment List as defined in North Carolina General Statutes 147-86.58.

In Witness whereof, the parties have caused this Agreement to be executed effective as of the date first written above.

DLP Maria Parham Medical Center, LLC

By:

#### VANCE COUNTY

By: \_\_\_\_\_ Gordon Wilder, Chairman

ATTEST:

Kelly H. Grissom Clerk to the Board

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

Katherine Bigelow, Finance Director

# **DEPARTMENT OF PLANNING & DEVELOPMENT**

# PLANNING BOARD

PLANNING STAFF REPORT <u>Rezoning</u> – 20.06 acres on Bullocksville Park Rd from AR (Agricultural Residential) to GC1 (General Commercial).

#### Case RZ20200109-1: CONTINUATION

STAFF PROJECT CONTACT: Angle Blount

March 12, 2020

# **EXPLANATION OF THE REQUEST**

The applicant recently submitted an application for a Conditional Use Permit to operate a rodeo with other family entertainment options, on 120 acres on Bullocksville Park Rd. The request was to operate twice per month from March through November, however, the inclusion of a permanent rodeo structure as well as permanent playground equipment made it necessary for the property to be zoned Commercial, or for the equipment to be temporary. The applicant has chosen to ask for a rezoning of the property rather than to proceed with a Conditional Use Permit and temporary structures. Upon obtaining a recommendation and then an approval of the rezoning, the applicant must also obtain a Conditional Use Permit, as their intended use of the property, Amusement, Outdoor, requires. The applicant has revised the acreage to be rezoned to 20.6 acres.

#### **OWNER/APPLICANT**

Applicant: Guillermo Rangel Montiel Blanca Arriga Sotelo Sandra Faulkner Lawhorne

#### IMPACTS

The properties that surround this 20.6 acre tract on Bullocksville Park Road are all residentially zoned, either R30 or AR. The property also borders Kerr Lake Property in the rear. The impacts of a commercial rezoning to surrounding property could be minimal or great depending on the use.

#### STAFF COMMENTS

The allowed uses listed in the Permitted Use Table for property zoned General Commercial vary. Some uses require a Conditional Use Permit as well and could have additional requirements placed by the Board of Adjustment.

The planning board should consider the following factors in deciding this case:



- A. The proposal will place all property similarly situated in the area in the same category, or in appropriate complementary categories.
- B. There is convincing demonstration that all uses permitted under the proposed zone classification would be in the general public interest and not merely in the interest of an individual or small group.
- C. There is convincing demonstration that all uses permitted under the proposed zone classification would be appropriate in the area included in the proposed change. (When a new zone designation is assigned, any use permitted in the zone is allowable, so long as it meets zone requirements, and not merely uses which applicants state that they intend to make of the property involved.)
- D. There is convincing demonstration that the character of the neighborhood will not be materially or adversely affected by any use permitted in the proposed change.
- E. The proposed change is in accord with the County Land Use Plan and sound planning principles.

# PLANNING BOARD RECOMMENDATION: To approve with the condition that the private access easement leading to the 20.687 acres be brought to a 60' width.

# **BOARD OF COMMISSIONERS**

Whenever the Board of Commissioners makes a decision to adopt or to reject a zoning amendment, the board must approve a written statement describing whether the action is consistent with an adopted comprehensive plan. The statement must also address why the board considers the action taken to be reasonable and in the public interest. The board is not required to follow its adopted plans in zoning decisions, but must consider its reasons for deciding to follow the plan or not.

**Draft Motion and Rationale for Board of Commissioners Approval**: Motion to approve the rezoning request on the basis that it is reasonable and consistent with the county's land use plan by promoting the county's agricultural character.

**Draft Motion and Rationale for Board of Commissioners Disapproval**: Motion to deny the rezoning request on the basis that the uses allowed within the proposed zoning category would not be consistent with the surrounding zoning and current uses.

Attachments: Rezoning Application (A), Survey Map (B)







# **Rezoning Process**

NORTH CAROLINA

Vance County Planning & Development Department

# For Administrative Use Only:

Case #	
Fee Paid	T
PB Date	
BOC Date	

156 Church Street, Suite 3 Henderson, NC 27536 Ph: (252) 738-2080 Fax: (252) 738-2089

#### **Property Owner Information**

Property Owner: Givilles mo Range	Jel Montiel +1	Blanca Yur	i Arriaga	Sotelo
Mailing Address: 19,94 Ropard 7	Thurrington rd			
City: Louisbing	State: NC	Zip Code:	27549	
Phone #: (252) 425 - 3285	Fax #: (			
E-mail Address: blanka yuri @ 9mail	. Com			

#### **Applicant Information**

Applicant: <u>Sandra F. Lawhor</u>	ine		
Mailing Address: 124 Shadowb	rook DR		
City: <u>Henderson</u>	State: NC	Zip Code: 27537	
Phone #: (252) 432 - 9881	Fax #: (	) -	
E-mail Address: San 1800 QYAHO	oo. com		

# Property Information For multiple properties please attach an additional sheet. Property Address: PIN # 0586 DICID BUILDCKSVIILE RKK Rd

Tax Map Number: \_\_\_\_\_ PIN (parcel identification #):0586\_01010

Existing Zoning:	Residental	Proposed Zoning:	Lonnercial
Acreage:	120 Reduced - 20.6	Road Frontage:	
Existing Use:	Cattle Farm		

#### **Deed Reference**

X X

Metes and bounds description attached Site plan/sketch of proposal attached

JAN 0 6 2020 Nevised: 2-20-20

vision • vitality • variety

\* Continued

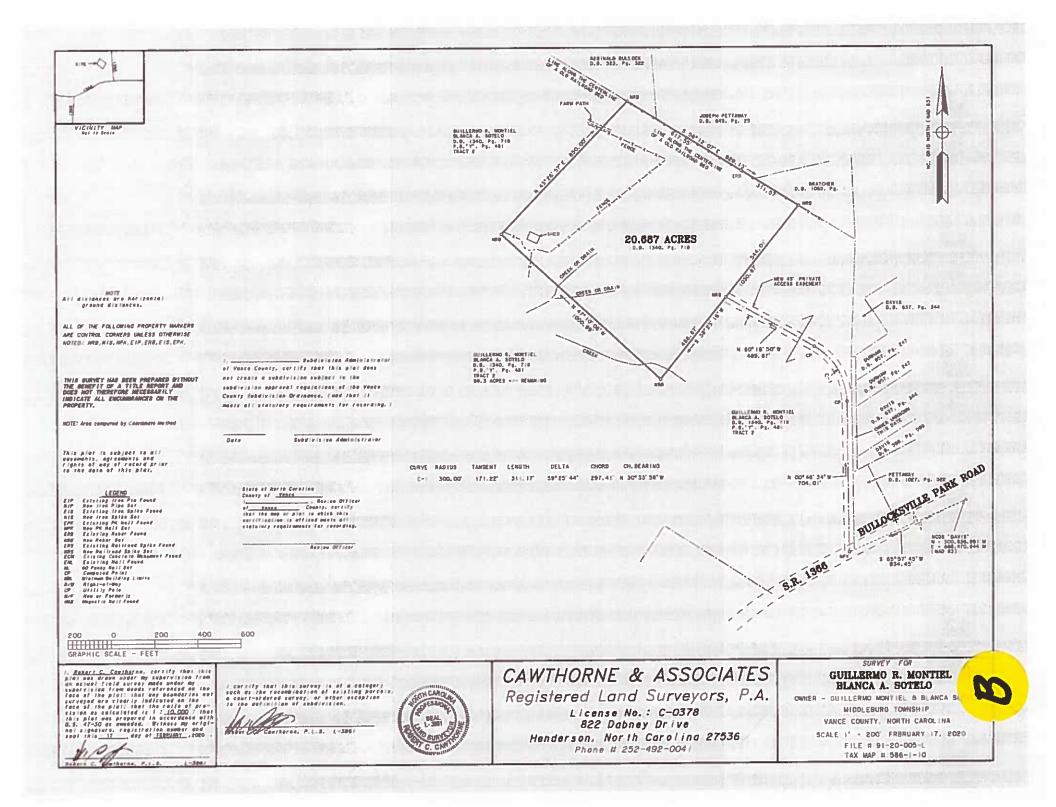
rom Page 1612 Mectury

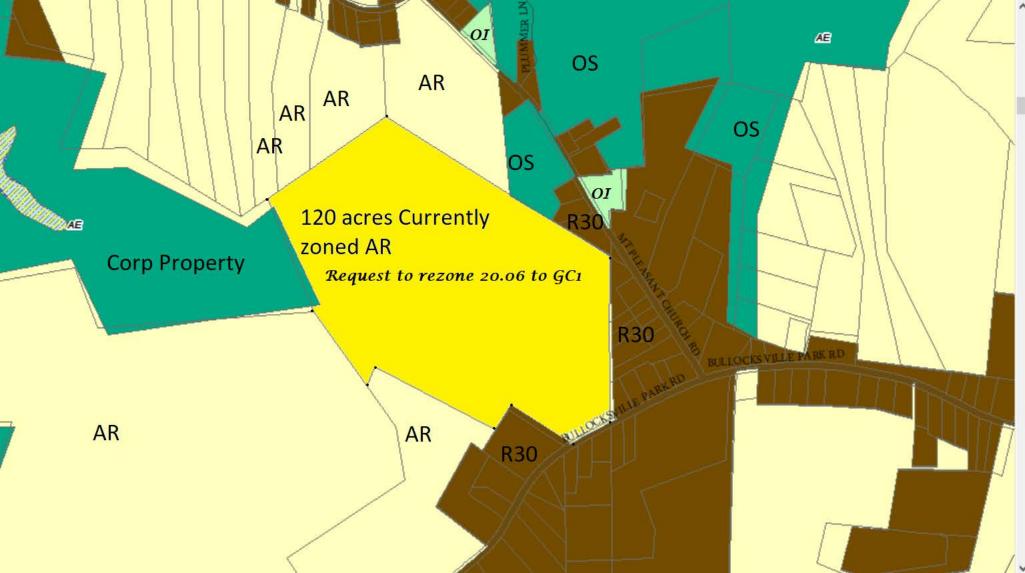


TH CAROLINE	NORTH CAROLINA	Rezoning Proce Vance County Planning & Development Departm
		156 Church Street, Su
	ent of Justification	Henderson, NC 2 Ph: (252) 738-
I. Wou below	ld the amendment correct an :	error in the zoning map? NO YES: Process2520/2018
2. Have Please	e conditions changed in the a e explain below:	rea to justify the requested amendment? 🗌 NO 🔀 YES
The	area is Dimin	shing as several businesses around the
area	have close. We	asso want the area to grow and we w
here		it to the area and also employment.
	by bringing entertainme	it to the area and also employment.
3. What	er bringing entertain me	
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3. What Bus Propert	y Owners Signature	amendment?

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From: John Wester
Sent: Thursday, January 9, 2020 11:03 AM
To: Dan Wester <<u>danwester@westerinsurance.com</u>>; <u>abwester3@yahoo.com</u>
Subject: My letter to Planning Board

REZONING

January 9, 2020

Vance County Planning & Development Department

156 Church Street

Henderson, NC 27536

Angela Blount,

My comments are in regard to the rezoning request for the 120 acre property referred to as pin number 0586 01010 owned by Montiel and Sotelo. The schedule hearing January 9, 2020.

When individuals purchase property they do so with the understanding that the property is zoned for specific usage. They understand that its usage has been "pre-determined" in order to safeguard that a usage will not be proposed that adversely affects both the contiguous neighbors but the community at large. In other words, they knew prior to purchase what the property could be used for. It is also true that they have a right to appeal the zoning to the Planning Board which can recommend to the Board of Commissioners the classification be modified.

As an <u>adjacent property owner</u> I *personally* have no objection to the owner having a rodeo facility which is what I understand is their intended usage. Others may! What I do object to is the property being reclassified to GC1 (General Commercial) as that very broad definition would allow usages that are inconsistent with what Vance County had previously established to be the proper zoning classification.

While the owner may have honorable and desirable intentions, the concern that I have is that once the property is rezoned you must consider that they could utilize the property for whatever the zoning restrictions would potentially allow. It is not about what they say they are going to do, it is all about what THEY, or future owners, could POSSIBLY do with it. Changing the zoning opens the door to an uncertainty that must be addressed.

My concern is that the broad definition of GC1 would allow usage that is potentially devastating to area residents and a much larger community. My specific objection is that the GC1 classification would allow such usages as a Junk Yard. Protecting the existing community from the adverse impact this type of usage would create currently exists as AR (Agricultural Residential). **Subjecting the critically vital Kerr Lake watershed to hazardous runoff would be the result of a change to GC1.** 

If the owner wants to host a Rodeo and the residents of this area pose no objection then I say "saddle up" **IF...and only IF...** the Planning Board can accommodate that request in a manner that does not open the door for other usages that may disrupt the community and pose harm.

My point is simply this...make certain that the Vance County Planning Board does not take any action that effectively broadens the zoning in such a way that the actual or potential usage could create bigger concerns in the future.

John Wester

#### **Kelly Grissom**

From: Sent: To: Subject: AC <lac\_jac@yahoo.com> Tuesday, June 2, 2020 2:18 PM Kelly Grissom Rezoning Request Notice

Hi,

I was unable to attend the rezoning hearing held on June 1 at 6:00 pm. My only comments are: Have the applicants, Montiel, Sotelo, and Lawhorn to be mindful of the surrounding houses that are close to their property when making decisions as to what they are trying to build. for example:

Have an entrance for incoming traffic as well as outgoing traffic. Doing this will keep cars from parking in front of adjacent houses, possibly cutting through the yards trying to get to their establishment. Also, having a private entrance for coming and going will also cut down on trash being thrown in front of adjacent homes.

Also if they want to have something that might cause a lot of noise, could possibly establish certain hours to have events as not to disturb neighbors late in the evenings.

Lastly, if whatever they are trying to do is too close to adjacent property, possibly putting up a privacy fence to keep things separate.

Thank you for hearing these comments.

Have a good day.

# Eaton Johnson Project

# Vance County Eaton Johnson Project June 15, 2020

- a. Public Hearing Local Government Commission Financing.
- b. Preliminary Findings Resolution and Bank Financing Selection. The County along with Davenport & Company distributed a Request for Proposal to 43 banks soliciting bids for financing for the remodel of the Eaton Johnson to the new DSS facility, renovation of the law library, repair/maintenance of the courthouse roof, reimbursement to the general fund balance for land purchase for economic development, and resurfacing of the parking lot at the community college. In response to the RFP, the County received five financing proposals. The proposal from JP Morgan Chase Bank offers the lowest total financing cost and is for a term up to 15 years with an indicative interest rate at 1.53% (Rate to be updated on 6/15/20). The indicative rate is subject to change based on market conditions until the morning of June 15<sup>th</sup> and can be locked-in following Board approval. If market conditions result in an increase in the JP Morgan Chase indicative rate, the next best proposal was provided by Truist Bank at 2.11%. The financing arrangement is subject to final Board and LGC approval. **Recommendation:** Approve preliminary findings resolution and resolution to select JP Morgan Chase Bank to provide financing for renovation of Eaton Johnson for the new DSS Facility, renovations to roof and law library at the courthouse, repair and resurfacing of the parking lot at the community college, and reimbursement to the general fund for purchasing land for economic development, subject to LGC approval.
- c. Review of Bids and Award of Construction Contract. Project bids were received on June 2<sup>nd</sup> and bank financing bids were received on June 4<sup>th</sup>. The architects will be on hand to provide an overview of the bids. The low bidder was Danco Builders, Inc. with an overall bid of \$3,030,856.38 to include alternates G-1, G-2 and M-1. Staff recommends awarding the project to Danco Builders with all alternates included. *Recommendation: Award construction contract to Danco Builders, Inc. totaling \$3,030,856.38 to include alternates G-1, G-2, M-1 subject to LGC approval of financing and subject to attorney review of contract documents.*

#### AGENDA APPOINTMENT FORM

June 15, 2020

#### **Public Hearing:** LGC Installment Financing Agreement

#### **Public Notice**

The Board of Commissioners for the County of Vance, North Carolina (the "County") has determined to consider whether to enter into an installment financing agreement (the "Agreement") pursuant to Section 160A-20 of the General Statutes of North Carolina obligating the County to make installment payments thereunder in a principal amount not to exceed \$7,000,000 to finance the cost of the up fitting of a former elementary school to a Department of Social Services building and for reimbursement of funds advanced for the purchase of land to expand the Vance County Industrial Park. The obligations of the County under the Agreement will be secured by a deed of trust on all or a portion of the former elementary school property, together with any improvements or fixtures located or to be located thereon.

Please take notice that the Board of Commissioners for the County will conduct a public hearing in the Commissioners' Meeting Room in the Vance County Administration Building located at 122 Young Street in Henderson, North Carolina at 6:00 p.m., or shortly thereafter, on June 15, 2020 at which time any person may be heard regarding the proposed Agreement described above.

This notice was published on June 5, 2020.

The Board of Commissioners for the County of Vance, North Carolina, met in a called meeting in the Commissioners' Meeting Room at the Vance County Administration Building located at 122 Young Street in Henderson, North Carolina at 6:00 p.m. on June 15, 2020.

Present: Chairman Gordon Wilder, presiding, and Commissioners

Absent: Commissioners

Also present:

\* \* \* \* \* \*

Commissioner \_\_\_\_\_\_ introduced the following resolution the title of which was read and copies of which had been distributed to each Commissioner:

RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS REGARDING THE FINANCING OF CERTAIN PURSUANT TO AN IMPROVEMENTS FOR THE COUNTY INSTALLMENT FINANCING AGREEMENT, REQUESTING THE LOCAL GOVERNMENT COMMISSION TO APPROVE THE FINANCING ARRANGEMENT AND CALLING A PUBLIC HEARING

BE IT RESOLVED by the Board of Commissioners (the "Board") for the County of Vance, North Carolina (the "County") as follows:

Section 1. The Board does hereby find and determine as follows:

(a) The Board has determined to proceed with various improvements, repairs and renovations to County buildings and school facilities including, without limitation, improvements, repairs and renovations to the former Eaton Johnson Middle School facility conversion to county use and associated equipment (collectively, the "Project") and the reimbursement of funds advanced for the purchase of real estate for the expansion of the Henderson-Vance Industrial Park by Vance County.

(b) After due consideration, the County has determined to consider entering into an installment financing agreement (the "Agreement") in the aggregate principal amount not to exceed \$7,000,000 for the purpose of financing the cost of the Project various other repairs and improvements and reimbursement, and the fees and expenses associated with the Agreement.

(c) If the County proceeds with all or some part of the financing, the County will enter into the Agreement with a financial institution to be selected by the County with the advice of the

County's financial advisor (the "Lender"), pursuant to which the Lender will advance to the County amounts sufficient to pay the costs of financing the Project, and the County will repay the advancement in installments (the "Installment Payments").

(d) In order to secure the Installment Payments, the County will grant a lien on all or a portion of the sites of the Project, together with any improvements or fixtures located or to be located thereon.

(e) It is in the best interest of the County to enter into the Agreement in that such transaction will result in providing financing for such Project in an efficient and cost effective manner.

(f) Entering into the Agreement is preferable to a general obligation bond and revenue bond issue in that (i) the County does not have the constitutional authority to issue non-voted general obligation bonds pursuant to Article V, Section 4 of the North Carolina Constitution because the County has not retired a sufficient amount of debt in the preceding fiscal year to issue a sufficient amount of general obligation bonds for the Project without an election; (ii) the nature of the financing does not allow for the issuance of revenue bonds; (iii) the cost of the Project exceeds the amount to be prudently provided from currently available appropriations and unappropriated fund balances; (iv) the circumstances existing require that funds be available to commence construction of the Project as soon as practicable and the time required for holding an election for the issuance of voted general obligation bonds pursuant to Article V, Section 4 of the North Carolina Constitution and the Local Government Bond Act will delay the commencement of construction of the Project by several months; and (v) there can be no assurances that the Project will be approved by the voters and the necessity of such Project dictates that the Project be financed by a method that assures that such Project will be constructed in an expedient manner.

(g) It has been determined by the Board that the cost of financing the Project through an installment financing agreement is reasonably comparable to the costs of issuing general obligation bonds or other available methods of financing and is acceptable to the Board.

(h) Counsel to the County will render an opinion to the effect that the proposed undertaking as described above is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of the State of North Carolina.

(i) The debt management policies of the County have been carried out in strict compliance with law, and the County is not in default under any obligation for repayment of borrowed money.

(j) Any tax rate increase necessary to pay the Installment Payments will be reasonable and not excessive.

Section 2. The Board hereby authorizes, ratifies and approves the filing of an application with the Local Government Commission for approval of the Agreement and requests the Local

Government Commission to approve of the Agreement and the proposed financing in connection therewith.

Section 4. This resolution shall take effect immediately upon its passage.

Upon motion of Commissioner \_\_\_\_\_\_, seconded by Commissioner \_\_\_\_\_\_, the foregoing resolution was adopted by the following vote:

Ayes:\_\_\_\_\_
Noes:\_\_\_\_\_

\* \* \* \* \* \*

I, Kelly H. Grissom, Clerk to the Board of Commissioners for the County of Vance, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of such much of the proceedings of said Board, at a called meeting held on June 15, 2020, as it relates in any way to the holding of a public hearing and the passage of the foregoing resolution relating to an installment financing by said County and that said proceedings are recorded in the minutes of said Board.

I DO HEREBY FURTHER CERTIFY that proper notice of such called meeting was given as required by North Carolina law.

WITNESS my hand and official seal of said County this 15th day of June, 2020.

[SEAL]

Clerk to the Board of Commissioners

The Board of Commissioners for the County of Vance, North Carolina, met in a duly called meeting in the Commissioners' Meeting Room at the Vance County Administration Building located at 122 Young Street in Henderson, North Carolina at 6:00 p.m. on June 15, 2020.

|--|

Absent: Commissioners

Also present:

\* \* \* \* \* \*

The Chairman announced that this was the hour and day of the public hearing on a proposed installment financing agreement to be entered into by the County of Vance, North Carolina (the "County") pursuant to Section 160A-20 of the General Statutes of North Carolina in an amount not to exceed \$7,000,000 for the purpose of financing improvements, repairs and renovations to certain County buildings including, without limitation, improvements, repairs and renovations to the former Eaton Johnson Middle School facility conversion to county use and associated equipment (collectively, the "Project"), the reimbursement of funds advanced for the purchase of real estate for the expansion of the Henderson-Vance Industrial Park by Vance County, renovations to the law library, repairs to the courthouse roof, and resurfacing of parking lot at Vance Granville Community College. To secure its obligations under the Agreement, the County will grant a lien on all or a portion of the sites of the Project, together with any improvements or fixtures located or to be located thereon.

The Chairman acknowledged due publication of a notice of public hearing in a newspaper with general circulation in said County as required by Section 160A-20 of the General Statutes of North Carolina and directed the Clerk to the Board to attach the affidavit showing publication in said newspaper on a date at least ten (10) days prior to the date hereof as Exhibit A hereto.

The Chairman then announced that the Board of Commissioners would immediately hear anyone who might wish to be heard on the advisability of the proposed Project or financing as described above.

A list of any persons making comments and a summary of such comments are attached as Exhibit B hereto.

All statements and comments were duly considered by the Board of Commissioners.

\* \* \* \* \* \*

Commissioner\_\_\_\_\_\_introduced the following resolution the title of which was read and copies of which had been distributed to each Commissioner:

#### **RESOLUTION ACCEPTING THE PROPOSAL OF JP MORGAN CHASE** IN CONNECTION WITH AN INSTALLMENT FINANCING OF CERTAIN IMPROVEMENTS FOR THE COUNTY

WHEREAS, the County of Vance, North Carolina (the "County") intends to enter into an installment financing agreement pursuant to Section 160A-20 of the General Statutes of North Carolina for the purpose of financing improvements, repairs and renovations to certain County buildings and school facilities including, without limitation, improvements, repairs and renovations to the former Eaton Johnson Middle School facility conversion to county use and associated equipment (collectively, the "Project") and the reimbursement of funds advanced for the purchase of real estate for the expansion of the Henderson-Vance Industrial Park by Vance County;

WHEREAS, the County has solicited proposals from banks to provide the financing for the Project and reimbursement of funds; and

WHEREAS, upon careful review and consideration of the proposals submitted by banks to provide such financing, the County desires to accept the Bank Qualified, 15 year Option B of the proposal of **JP MORGAN CHASE** (the "Bank");

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County as follows:

1. The proposal of the Bank to provide financing through an installment financing agreement in the principal amount not to exceed of \$7,000,000 for the purpose of providing funds, together with any other available funds, to pay the costs of improvements, repairs and renovations to certain County buildings and school facilities including, without limitation, improvements, repairs and renovations to the former Eaton Johnson Middle School facility conversion to county use and associated equipment (collectively, the "Project") and the reimbursement of funds advanced for the purchase of real estate for the expansion of the Henderson-Vance Industrial Park by Vance County, subject to further approval of the particular documentation related thereto by the County.

2. The County Manager and the Finance Director of the County are each hereby authorized and directed to execute and deliver such documentation as may be necessary to accept the proposal of the Bank.

3. This resolution shall take effect immediately upon its passage.

Upon motion of Commissioner\_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, the foregoing resolution was adopted by the following vote:

Ayes:\_\_\_\_\_

Noes:

\* \* \* \* \* \*

I, Kelly H. Grissom, Clerk to the Board of Commissioners for the County of Vance, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of the proceedings of said Board, at a duly called meeting held on June 15, 2020, as it relates in any way to the holding of a public hearing and the passage of the foregoing resolution relating to an installment financing by said County and that said proceedings are recorded in the minutes of said Board.

I DO HEREBY FURTHER CERTIFY that proper notice of such called meeting was given as required by North Carolina law.

WITNESS my hand and official seal of said County this 15<sup>th</sup> day of June, 2020.

[SEAL]

Clerk to the Board of Commissioners

# EXHIBIT A

[Attach publisher's affidavit for notice of public hearing]

# EXHIBIT B

[A list of any persons making comments and a summary of such comments to be attached. If no comments are made, please insert "None".]

#### **BID TABULATION**

Vance County Department of Social Services Renovation OCA Project # 19017

#### Date: June 2, 2020

BIDDE	RS					BIDS					ALTERNATES	
CONTRACTOR	LIC #	Bonds	Addenda	MBE	BASE BID	Site Subcontractor	Plumbing Subcontractor	Mechanical Subcontractor	Electrical Subcontractor	Alt. G-1 Gym Renovation	Alt. G-2 Rubberized Play Surface	Alt. M-1 Replace AHUs
C.T. Wilson Construction Company, Inc.	2443	x	x	x	\$3,552,000	Ellington	Hockaday License # 11291	Perfomance Heating & Cooling License # 13303	Rick Edwards Electric License # 26907	152,000	10,101	211,000
*Danco Builders Inc.	23259	x	x	x	\$2,660,346	Ellington & Sons Inc	Hyde Plumbing License # 31064	Perfomance Heating & Cooling License # 13303	Rick Edwards Electric License # 26907	172,157.44	16,000.00	182,352.94
Group III Mgt, Inc.	22369	x	x	x	\$2,990,000	State Contracting License # 62182	Tim McCarter License # 19702	Group III License # 6674	Triple R Electric License # 13241-U	150,000	12,000	512,000
H G Reynolds Co Inc.	14149	x	x	x	\$3,049,000	J Walker	Watkins Plumbing License # L23520	Brummitt Heating & Cooling License # 19552	Rayman Electric License # 11784-U	145,000	114,000	224,000
MUTER Construction	73095	x	x	x	\$3,580,000	ST Wooten License # 1	Tim McCarter License # 19702	Perfomance Heating & Cooling License # 13303	Triple R Electric License # 13241-U	125,000	15,000	246,000

\*Apparent Low Bidder

I hereby certify the above information to be correct and true to the best of my knowledge. Certified By:



## **Summary of Alternates**

**Summary of Alternate M-1 – AHU replacement:** This alternate would include replacing all of the Air Handling Units (AHUs). According to the 1998 plans, the existing Air Handling Units were replaced at this time, now putting them at 21 years old. Some units may have already been replaced over time, but it will require inspection of each individual unit to know. We thought it was worth noting that according to ASHRAE standards, the median lifespan of an AHU is 19 years old. Because we've surpassed the median lifespan we recommend replacement.

In reference to this Alternate, Michael Killian had expressed concern about the spread of bids, considering the commonality of subcontractors. Group III confirmed with Bailey that their Alt. M-1 number was off because the runner marked it down incorrectly (theirs should have been \$222,000).

#### Alternate No. G-2 - Rubberized Play Surface:

The contractor shall stipulate a sum to be added/deducted to/from the Base Bid for the concrete paving, rubber paving, and mounds within Play Area 1 (160A) and Play Area 2 (154A) as indicated in the drawings. Base Bid shall be artificial turf in lieu of concrete paving, rubber paving and mounds within the play areas.

Alternate G-2 would include the paving, turf, and colorful rubberized play surfaces in the outdoor visitation play areas, in lieu of these areas being all turf (base bid). I've also attached our renderings of this alternate.







#### June 15, 2020

1	Development and Construction				
	Demolition & Renovation	1	LS		\$1,602,946.00
	Sitework (only 226 new spaces)	1	LS		\$165,000.00
	Fire Protection	1	LS		\$80 <i>,</i> 000.00
	Plumbing	1	LS		\$60,000.00
	HVAC	1	LS		\$404,900.00
	Electrical	1	LS		\$347,500.00
	CONSTRUCTION COST SUBTOTAL				\$2,660,346.00
2	Land and Rights			TBD	\$0.00
	SUBTOTAL				\$0.00
3	Legal Fees			TBD	\$0.00
	SUBTOTAL				\$0.00
4	Soft Costs				
	Technology / Wiring	1	LS		\$219,242.00
	Equipment and Furnishings	1	LS		\$750,000.00
	Survey / Reports / Application Fees	1	LS		\$25 <i>,</i> 000.00
	Nutrient Buydown	1	LS		\$65,000.00
	Architect & Engineering Fees	1	LS		\$224,000.00
	SUBTOTAL				\$1,283,242.00
5	Construction Contingency	8%	LS		\$217,563.00
	SUBTOTAL				\$217,563.00
	TOTAL PROJECT COST				\$4,161,151.00

In providing this opinion of probable cost, it must be understood that we have no control over costs or the price of labor, equipment or materials, contractors' methods of determining bid prices, competitive bidding, market or negotiating conditions. Accordingly, we cannot and do not warrant that bids or negotiated prices will not vary from our opinion. We make no warranty, express, or implied, as to the accuracy of any opinion we may give as compared to bid or actual cost.

Oakley Collier Architects, PA 1111 Haynes Street, Suite 109, Raleigh NC 27604

In providing this opinion of probable cost, it must be understood that we have no control over costs or the price of labor, equipment or materials, contractors' methods of determining bid prices, competitive bidding, market or negotiating conditions. Accordingly, we cannot and do not warrant that bids or negotiated prices will not vary from our opinion. We make no warranty, express, or implied, as to the accuracy of any opinion we may give as compared to bid or actual cost.

June 15, 2020



PHASE	COMPLETION
Schematic Design Documents	50% July 31, 2019
Schematic Design Documents	August 16, 2019
Rezoning Planning Board Approval Rezoning City Council Approval	September 30, 2019 October 14, 2019
Properties Committee Update	October 22, 2019
Zoning Board of Adjustment - Special Use	November, 2019
Design Development Drawings	January 17, 2020
Properties Committee Update	January 27, 2020
Construction Documents	March 13, 2020
DSS and DOI Submission	March 02, 2020 (Potentially 30 days)
Owner / Regulatory Review (ONGOING)	March 13, 2020 (2 Weeks)
Properties Committee Update	March 24, 2020
LGC Submission	May 1, 2020
Release for Bid	May 5, 2020
Special Use Permit Approval	May 5, 2020
Pre-Bid Meeting	May 14, 2020
LGC Approval	July 7, 2020 (1 month) - Expected
Bids Received	June 2, 2020
<b>Board of Commissioners Special Meeting</b>	June 15, 2020 (Award Construction Contract)
Construction Start (Tentative)	August 1, 2020
Construction Complete	April 2021 (8-9 Months)