

AGENDA
VANCE COUNTY BOARD OF COMMISSIONERS
July 6, 2020

Invocation

Commissioner Gordon Wilder

1. **ABC Composite Board to Reappoint Member and Chair to ABC Board**
2. **Public Comments** (for those registered to speak by 5:45 p.m. - speakers are limited to five minutes)
3. **Appointment** **6:15 p.m.** **Brian Short, Emergency Operations**
COVID-19 Response Update
4. **Appointment** **6:30 p.m.** **Alan Helias, Alan Fitzpatrick, Kent Winrich**
Open Broadband Update
5. **Public Hearing** **6:45 p.m.** **Angie Blount, County Planner**
Rezoning Request – Case RZ20200409-1
12996 NC Hwy 39 North; Parcel 0325C03002
6. **Water District Board**
 - a. **Committee Report**
 - b. **Monthly Operations Report**
7. **Committee Reports and Recommendations**
 - a. **Public Safety Committee**
 - Used Ladder Truck
 - Animal Services Ordinance Amendments
 - Redistricting
 - Fire Reorganization
 - b. **Properties Committee**
 - Shared Parking Agreement at Eaton Johnson – Henderson Institute
 - Green Rural Redevelopment (GRRO) Proposal – Eaton Johnson Kitchen/Cafeteria
8. **Finance Director’s Report**
 - a. **Surplus Property**
 - b. **COVID-19 – Coronavirus Relief Fund**
 - c. **DSS Relocation Project Ordinance**
 - d. **Final Resolution – JP Morgan Chase Financing**
9. **County Attorney’s Report**
 - a. **REO Properties – New Offers**
 - Oak Ridge Church Road Lot (Parcel 0482 04006)
 - Lot 4 Tanner Street (Parcel 0111 04009)

- 10. County Manager's Report**
 - a. Economic Development Director Search**
 - b. CRF Funding Agreements**

- 11. Consent Agenda Items**
 - a. Budget Amendment**
 - b. Tax Refunds and Releases**
 - c. Monthly Reports**
 - d. Minutes**

- 12. Miscellaneous**
 - a. Appointments**

- 13. Closed Session**
 - a. Economic Development Project**

ABC Composite Board

ABC Board Appointments

July 6, 2020

Jerry Stainback has submitted a letter requesting to be reappointed to the Vance County ABC Board for a three year term. Nancy Wilson has requested to be reappointed as chair for a one year term. *No other applications received.*

STAINBACK, SATTERWHITE & ZOLLIFFER, PLLC

Attorneys at Law
115 NORTH GARNETT STREET
P.O. BOX 1820
HENDERSON, NORTH CAROLINA 27536

PAUL J. STAINBACK
MICHAEL E. SATTERWHITE
JOHN H. ZOLLIFFER, JR.
D. RIX EDWARDS

TELEPHONE
(252) 438-4136
TELECOPIER
(252) 438-6044

May 20, 2020

Mr. Gordon Wilder, Chairman
6086 NC 39 South
Henderson, NC 27537

Re: Appointment to Vance County ABC Board – July, 2020 through
June, 2023

Dear Mr. Wilder:

Several months ago I sent to you a letter expressing my interest in reappointment to a three-year term on the Vance County ABC Board, which will come before all of you at the first meeting of the Board of Vance County Commissioners held in July, 2020. I want to take this opportunity to again express my interest of/in reappointment to that board, and remind you that I am requesting that you reappoint me to that board.

Since I have been on the Vance County ABC Board we have made unprecedented strides in sales, profits, and in providing funds to both the county and the city. In addition, we now operate out of a building which is debt free (and which was paid for early), and it is viewed as a model to most other ABC stores which have been constructed since that time. Further, our sales have increased every year I have been on the Board, and I think that comes about as a result of good management, the encouragement of providing premium products for sale, and putting together a good team of workers within the store. I certainly appreciate what everyone at that store does to make that operation a success, and I want to see that success continue for Vance County and the City of Henderson.

Therefore, I am again soliciting your support for reappointment to the Vance County ABC Board. I hope that you will consider the success the board has had over the last several years since my original appointment,

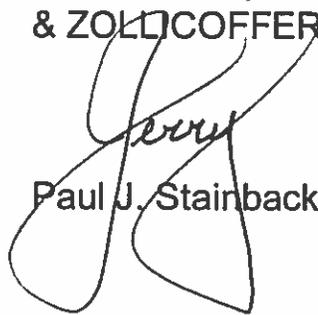
and consider reappointing me once again. I would appreciate the opportunity of serving our county and city in this capacity, and I would appreciate your support.

If you have any questions, please feel free to call me.

With best regards and appreciation, I remain

Very sincerely yours,

STAINBACK, SATTERWHITE
& ZOLICOFFER, PLLC

A handwritten signature in black ink, appearing to read "Paul J. Stainback", is written over the printed name. The signature is stylized and somewhat abstract.

Paul J. Stainback

PJS/krb

Cc: David Parham
Jordan McMillan
Kelly Grissom

JUN 10 2020

June 3, 2020

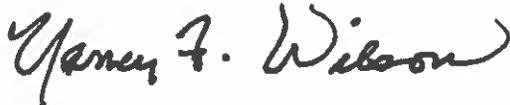
Vance County Board of Commissioner's,

Re: Vance County Alcohol Beverage Control Board Reappointment

I am submitting my name for your consideration for reappointment as chairperson to the Vance County Alcoholic Beverage Control Board for another one-year term. The Vance County ABC Board continues to be one of the most efficient and profitable in the system. The sitting board was responsible for planning and overseeing building one of the most modern ABC stores in North Carolina. Sales at the new store continue to increase each year. I am available when needed for check signing and other business matters the chairperson is required to take care of during business hours. The Vance County Alcoholic Beverage Control Board collected and distributed to Vance County the highest revenue tax ever in 2019. Sales continue to grow due to good management and purchasing. The board appreciates the manager and staff for operating an efficient facility. During the Covid-V pandemic new operating policies were carried out by management and staff, Store sales continue to rise along with a tremendous sales tax increase to Vance County.

I would like to continue serving on the Vance County ABC Board as Chairperson. It has been a pleasure working with and serving the system.

Thanking you for your consideration,

A handwritten signature in black ink that reads "Nancy F. Wilson". The signature is written in a cursive style with a large initial 'N' and 'W'.

Nancy F. Wilson



Office of the Mayor

134 Rose Avenue, P. O. Box 1434, Henderson, NC 27536

Phone 252.430.5708 : Fax 252.492.7935 : E-mail eellington@ci.henderson.nc.us

www.ci.henderson.nc.us

June 15, 2020

Ms. Kelly H. Grissom
Clerk to the Board
Vance County Board of Commissioners
122 Young Street, Suite B
Henderson, NC 27536

Re: Appointments to Vance County ABC Board

Dear Kelly:

I will be unable to attend the Board of Commissioners meeting on July. However, I would like my vote to be considered regarding the ABC Board appointments.

I would like to affirm the reappointment of Mr. Paul "Jerry" Stainback to the Board for a three-year term. I would also like to affirm the reappointment of Ms. Nancy Wilson for a one-year term.

If you have any questions, please do not hesitate to call me at the above number.

Sincerely,

Eddie Ellington
Mayor

AGENDA APPOINTMENT FORM

July 6, 2020

Name: Brian Short

Name of Organization: Emergency Operations

Purpose of Appearance: Provide Update on COVID-19 Response

AGENDA APPOINTMENT FORM

July 6, 2020

Name: Alan Helias, Alan Fitzpatrick and Kent Winrich

Name of Organization: Open Broadband

Purpose of Appearance: Provide Update on Broadband Initiative

Open Broadband, LLC

Broadband project for Vance County

Update July 6, 2020

<http://openbb.net>

704-237-0102

open
broadband

Open Broadband Management Team

Alan Fitzpatrick – CHIEF EXECUTIVE OFFICER

Kent Winrich - CHIEF TECHNICAL OFFICER

Alan Helias – NORTH CENTRAL AREA MANAGER

Vance County Broadband Project Update – March 19, 2020

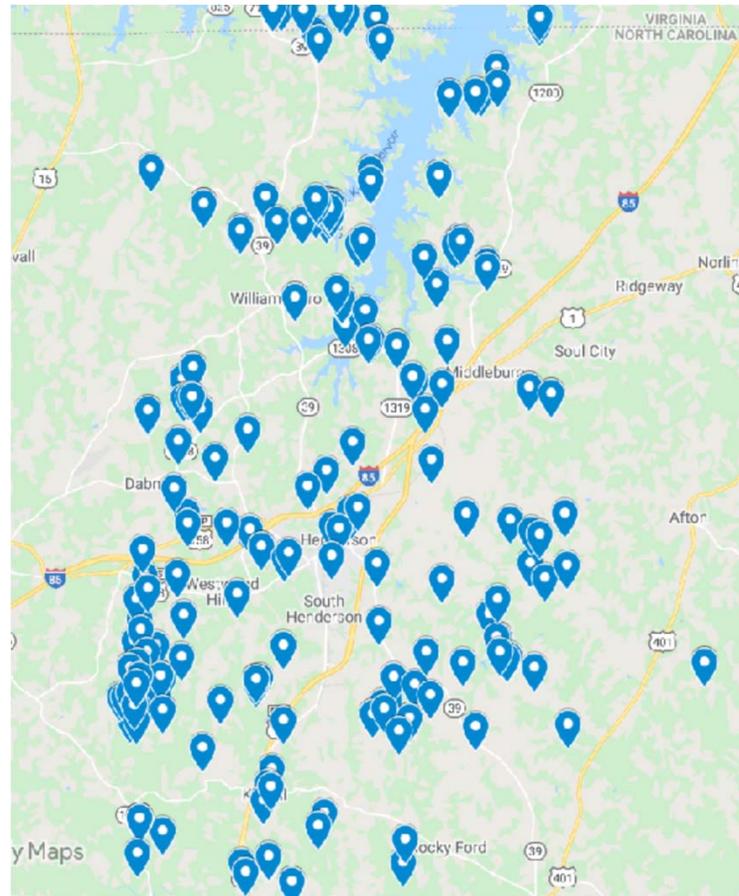
The construction phase has begun.

- A Tower Lease Agreement has been signed for Vance County Water District towers
- A Tower Lease Agreement has been signed with a radio station for access to their privately owned tower.
- Fixed-wireless RF Propagation maps have been created for signal coverage at 3.65 GHz, 5 GHz, and 11 GHz frequencies from each tower, and equipment lists were finalized.
- Met with the Henderson-Vance County Economic Development Commission and presented the scope of the project and discussed how businesses can participate in the broadband expansion.
- Created and distributed a joint marketing flyer with Vance County.
- Presented to Vance County Commissioners on Nov 4, 2019.
- Established monthly planning and update meetings with county officials.
- Joint planning of public Wi-Fi zones is in process.
- Open Broadband hired an Area Manager, Alan Helias, who will be overseeing the project.
- Open Broadband created a signup page: <https://openbb.net/vanceco/> As of June 30, 2020 375 sign ups.

Upcoming work plan:

- Identify and define county owned tower locations
- Turn up fiber circuit
- Configuration of all equipment, testing, and initial customer service activation
- Contact with Envirolink for water towers located at Warrenton Rd, Hwy 39 & Morgan Rd., Kittrell

Website Signups: 375 as of June 30, 2020



<http://openbb.net>
704-237-0102

Project Timeline

	2020	2021	2022	2023	Total
Sector Deployments	2 sectors	2 additional	2 additional	All remaining	Entire County
	Sector 1 deployment in first 120 days	Sector 3 deployment in first 120 days	Sector 5 deployment in first 120 days	All remaining sectors deployed in first 120 days	
	Sector 2 deployment in 180 days	Sector 4 deployment in 180 days	Sector 6 deployment in 180 days	Customer installs begin in all remaining sectors in 180 days	
	Customer installs begin in Sector 1 in early summer	Customer installs begin in Sector 3 in 180 days	Customer installs begin in Sector 5 in 180 days		
	Customer Installs begin in Sector 2 in 210 days	Customer Installs begin in Sector 4 in 210 days	Customer Installs begin in Sector 6 in 210 days		



FCC Commissioner Brendan Carr Visits Orange County

In February, Open Broadband and Orange County IT hosted a visit from FCC Commissioner Brendan Carr, to address broadband in rural North Carolina.

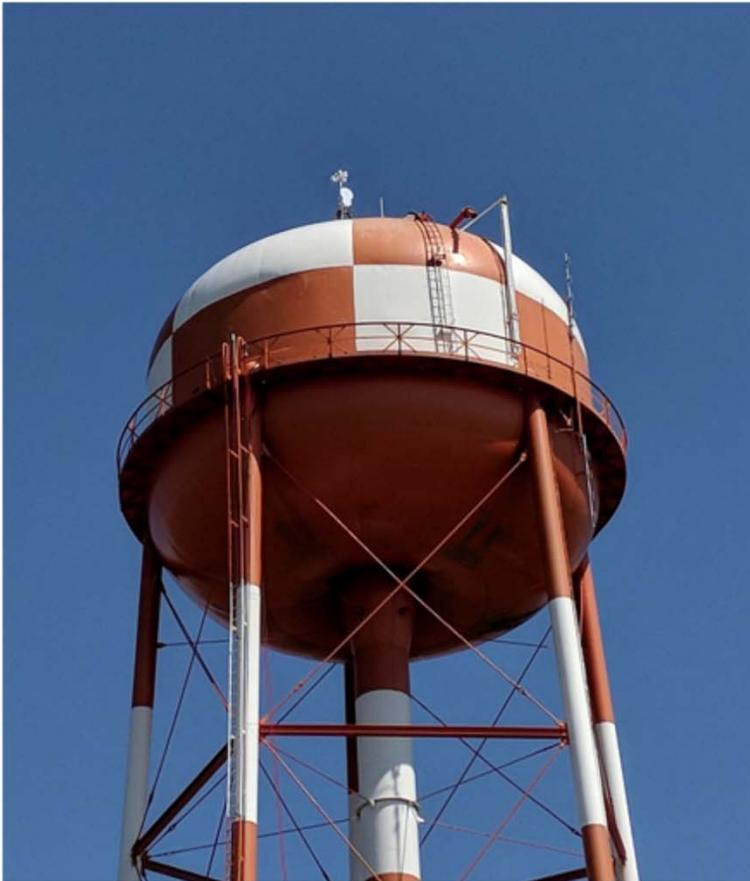
WRAL Techwire also attended and posted this story.
<https://www.wraltechwire.com/2020/02/21/bringing-broadband-to-thousands-of-underserved-in-orange-county-one-home-at-a-time/>



Commissioner Carr posted this video shortly after his visit.

<https://youtu.be/jzfsqNnIIYg>

Example Water Tower Installation



<http://openbb.net>

704-237-0102

Example Communication Tower Installation



<http://openbb.net>

704-237-0102

Example of a Non-Penetrating Roof Mount Antenna



The Value of the Regional Kerr-Tar Effort: Wireless coverage across county lines



Tower Sites in 2020

- Warrenton Rd. Water Tower – Signed Agreement*
- Hwy 39 & Morgan Rd – Signed Agreement
- Kittrell Water Tower – Signed Agreement

We have done a site survey of the three towers with Envirolink to determine mounting locations on rails and power availability

*We have selected the Warrenton Rd. tower as our hub site and a fiber circuit is on order.

- Coverage reach from towers in Franklinton and Alert NC:
- BBN - WYFL-FM Alert, North Carolina – Signed Agreement
- Additional antennas are being added to point into Vance County

Warrenton Rd., Morgan Rd. and Kittrell Water Towers



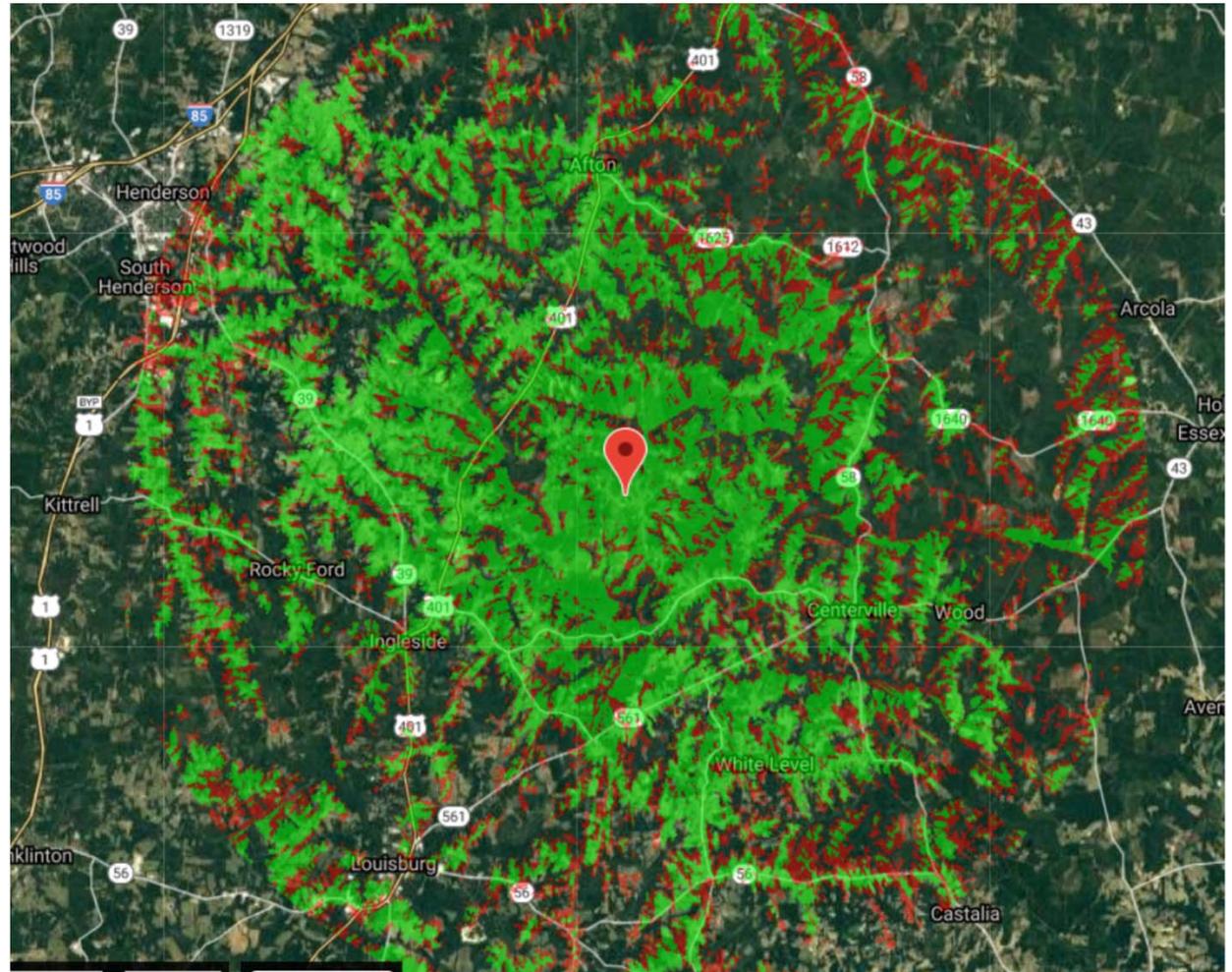
104 Cone Drive, Franklinton

- County owned communications tower
- Height: 265 ft
- Covers area north of Franklinton along US1 where resident demand is high
- Pictured: LTE (non-line of sight) propagation map
- Speeds of 25mbps/3mpbs



Bible Broadcasting Tower Alert

- Private tower
- Height: 1100 ft
- Covers a very wide range, particularly north
- Pictured: LTE (non-line of sight) propagation map
- Speeds of 25mbps/3mpbs



Customer Installation Process

open
broadband

Business Internet Home Internet Open Communities

How it Works

Step 1



Signal Check

An Open Broadband representative will perform a site evaluation to determine if your residence is a candidate for service. If your home is serviceable the representative will let you know what packages and speeds are available.

Step 2



Installation

An Open Broadband installation representative will come to your home to determine the best location for optimal signal and speed. Installation of the high speed fixed wireless antenna will take approximately 1-3 hours.

Step 3



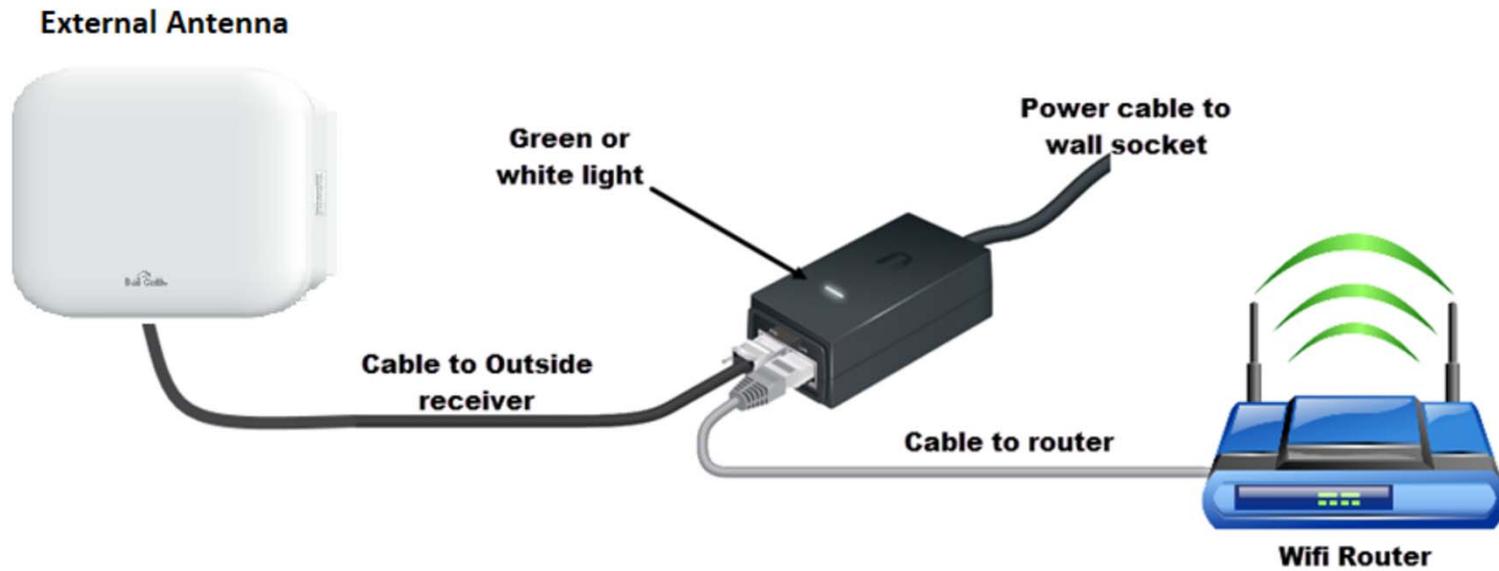
Getting Connected

After installation is complete the Open Broadband representative will setup the provided WiFi router and assist you with connecting your devices. Though we do provide home WiFi routers you may elect to configure and use your own.

<http://openbb.net>

704-237-0102

Home Equipment



Example of a Home Mounted antenna



Example of a Silo Mount Antenna



Free Public Wi-Fi Zones



Proposed - Henderson Downtown

Leveraging High-Speed Internet



WRAL Weathercam in downtown Angier with 50 Mbps service



Digital Kiosk in downtown Belmont NC with 200 Mb service

Next Steps

- Activate fiber circuit
- Install equipment on towers
- Configure and test equipment and coverage area
- Configure OSS (support, billing, etc.)
- Turn up initial customers early summer
- Initiate Communications Plan
- Initiate Monthly Project Review calls

<http://openbb.net>

704-237-0102



Setting Expectations

- This will take a while...
- It is not first-in, first-out. Service activations will depend on network readiness for each area
- We won't be able to serve everyone
- Hub sites will be needed to fill in gaps
- Most service will be 25 Mbps
- We will need to hire additional installers

Orange County October Newsletter

openbroadband

Customer Activations

We are continuing to progress with customer activations in Cedar Grove. We have activated multiple homes on Jessie Lane and have also begun extending service to residents on Lees Chapel Rd. West of the Ruritan Club has been a challenging area for us due to the density of the woods/trees behind the club. Fortunately we have found a path via the Eno River Coon Hunters Association to add a microPOP and extend service westward on Lees Chapel Rd, towards Oakley Rd. We are still reviewing other network enhancement options to reach further down Lees Chapel and also serve homes on Oakley Rd.

We were able to complete one activation on Birdsong Ln. However, the signal was not yet satisfactory to establish a hub home/microPOP. In the remainder of October, we will continue our efforts and network enhancements to serve more homes on Dawn Dr and Birdsong Ln.



<http://openbb.net>

704-237-0102

Support



Business Internet Home Internet Open Communities

Frequently Asked Questions

- 24x7x365 live support in NC
833-201-4807
- FAQs on website
- Email support@openbb.net
- Social Media
- Website Contact Form

<http://openbb.net>

704-237-0102

- New to Open Broadband? See our Welcome Package for Important Info

Thank you for becoming an Open Broadband customer! For important information on your new service see our up-to-date online document [here](#)

+ What is Open Broadband Fixed Wireless?

+ What speed does Open Broadband Fixed Wireless provide?

+ Is WiFi included with Open Broadband's Fixed Wireless Internet?

+ How can I find out if I qualify for Open Broadband Fixed Wireless service?

+ How far does Open Broadband Fixed Wireless WiFi signal reach?

+ Where does Open Broadband mount antennas?

+ Does Open Broadband Lease Land and put up Towers?

+ Does weather affect Open Broadband Fixed Wireless Internet?

+ What type of support is available for Open Broadband Fixed Wireless?

+ What service limitations apply to Open Broadband Fixed Wireless?

Open Broadband, LLC

To participate in Vance County sign up:

<https://openbb.net/vanceco/>

Call 704-237-0102

Email: info@openbb.net

info@openbb.net

704-237-0102

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AGENDA APPOINTMENT FORM

July 6, 2020

Public Hearing: Rezoning Request – Case RZ20200409-1
12996 NC Hwy 39 North; Parcel 0325C03002

Request of Board: Approve Rezoning Request

DEPARTMENT OF PLANNING & DEVELOPMENT



PLANNING BOARD

PLANNING STAFF REPORT

Case# RZ20200409-1 Rezoning, 12996 NC Hwy 39 North, from R20 (Residential Medium Density) to HC (Highway Commercial). Pin# 0325C03002.

STAFF PROJECT CONTACT: Angie Blount

June 11, 2020

EXPLANATION OF THE REQUEST

This request is to rezone one (1), 1.018 - acre parcel of land currently zoned Residential Medium Density (R20) to Highway Commercial (HC). The property consists of a former restaurant and accessory building. A recent recombination plat increased the property to the required 1 acre in order to seek a rezoning, which would allow the reopening of the restaurant.

OWNER/APPLICANT

Applicant: James Thomas Jr. or Kelly S. Guill

STAFF COMMENTS

The applicant recently made an inquiry regarding reopening a restaurant on this property, .74 acres, currently zoned R20 and has been since zoning was introduced in 2011. The business had been closed for over a year, resulting in loss of the grandfather, which had allowed the business to operate under R20 zoning. Since the business has been closed for over a year, it is necessary to rezone the property before it could be used for a commercial purpose. The property currently meets the 1 acre of land requirement due to a recent recombination. The structures on the property do not meet all setback requirements for the proposed zoning, and will continue to be non-conforming. That non-conformity will be acceptable as long as the structure is not increased in size.

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: The Vance County Planning Board on 6/11/2020, unanimously recommended the rezoning of (1) 1.018 acre tract of land at 12996 NC 39 HWY N, from R20 (Residential Medium Density) to HC (Highway Commercial).

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 focusing commercial development within a designated development area.

Draft Motion and Rationale for Board of Commissioners Disapproval: Motion to deny the rezoning request on the basis that the character of the neighborhood will be materially and adversely affected by uses allowed in the proposed zoning category.

Attachments: Rezoning Application (A), Survey Map (B) Aerial View with Zonings (C)



Vance COUNTY

NORTH CAROLINA

Rezoning Process

Vance County Planning & Development Department

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

For Administrative Use Only:

Case #	
Fee Paid	
PB Date	
BOC Date	

Property Owner Information

Property Owner: James Thomas Guill Jr / Kelly S. Guill
Mailing Address: 5650 Hicksboro Rd
City: Oxford State: NC Zip Code: 27565
Phone #: (252) 433-8033 Fax #: ()
E-mail Address: Xguill@Live.com

Applicant Information

Applicant: James Thomas Guill Jr / Kelly S. Guill
Mailing Address: 5650 Hicksboro Rd
City: Oxford State: NC Zip Code: 27565
Phone #: (252) 433-8033 Fax #: ()
E-mail Address: Xguill@Live.com

Property Information *For multiple properties please attach an additional sheet.*

Property Address: 12996 NC HWY 39 North
Tax Map Number: 325C-3-1+2 PIN (parcel identification #): 0325C03001-0325C03002
Existing Zoning: A-20 Proposed Zoning: HC
Acreage: 1.018 Road Frontage: 200' + 99'
Existing Use: Dairy Bar previous years

Deed Reference

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

Handwritten signature/initials



Vance COUNTY

NORTH CAROLINA

Rezoning Process

Vance County Planning & Development Department

Statement of Justification

1. Would the amendment correct an error in the zoning map? NO YES: *Please explain below:*

Changing from R-20 to HC would allow
Business to be allowed to reopen

2. Have conditions changed in the area to justify the requested amendment? NO YES:
Please explain below:

Property was zoned R-20 when dairy bar
was opened as a seasonal business at the
time of zoning process.

3. What factors justify the proposed amendment?

Business has operated for 46 years on property
prior to new ownership.
Existing building and business would be a great
way to build Townsville back up in growth.

Property Owners Signature

Kelly & Quill Date 3/19/20
Please sign in blue or black ink

Applicants' Signature

Kelly & Quill Date 3/19/20
Please sign in blue or black ink

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VICINITY MAP
SEE PAGE 10

Angel D. Brent
I, *Angel D. Brent*, Subdivision Administrator
of Vance County, certify that this plat does
not create a subdivision subject to the
subdivision approval regulations of the Vance
County Subdivision Ordinance, (and that I
meets all statutory requirements for recording.)

2-27-20
Date

Angel D. Brent
Subdivision Administrator

State of North Carolina
County of Vance
I, *Carly E. Lead*, Register of Deeds,
do hereby certify that the map or plat to which this
certification is affixed meets all
statutory requirements for recording.

Carly E. Lead 2-27-2020
Register of Deeds



To the best of my knowledge,
this survey is not located
within 2000 feet of a Grid
Monument.

NOTE
All distances are horizontal
ground distances.

ALL OF THE FOLLOWING PROPERTY MARKERS
ARE CONTROL CORNERS UNLESS OTHERWISE
NOTED: NRB, NIS, NPK, EIP, ERB, EIS, EPK.

THIS SURVEY HAS BEEN PREPARED WITHOUT
THE BENEFIT OF A TITLE REPORT AND
DOES NOT THEREFORE NECESSARILY
INDICATE ALL ENCUMBRANCES ON THE
PROPERTY.

NOTE: Area compared by Coordinates Method

This plat is subject to all
easements, agreements and
rights of way of record prior
to the date of this plat.

LEGEND

- EIP Existing Iron Pin Found
- NIP New Iron Pin Set
- EIS Existing Iron Stake Found
- NIS New Iron Stake Set
- EPK Existing PC Nail Found
- NPK New PC Nail Set
- ERB Existing Rubber Found
- NRB New Rubber Set
- ERS Existing Rebar Stake Found
- NRS New Rebar Stake Set
- ECH Existing Concrete Monument Found
- EM Existing Metal Found
- MS 60 Penny Nail Set
- CP Computed Point
- NUL Stationing Utility Limits
- AW Right-of-Way
- UP Utility Pole
- WF Well or Farmyard
- WGF Well or Farmyard



7-182

7-182

FILED Feb 27, 2020 04:46 pm
BOOK 09962
PAGE 0183
INSTRUMENT # 00689
FILED FOR RECORD - VANCE COUNTY NC
CASSANDRA D. NEAL, REGISTER OF DEEDS

I, *Robert C. Coutherne*, certify that this
plat was drawn under my supervision from
an actual field survey made under my
supervision from woods referenced on the
face of the plat; that any boundary not
surveyed are clearly indicated on the
face of the plat; that the ratio of pro-
portion as calculated is 1 : 10,000; that
this plat was prepared in accordance with
G.S. 47-50 as amended. Witness my original
signature, registration number and
date this 26 day of FEBRUARY, 2020.

I certify that this survey is of a
category, such as the recombination
of existing parcels, a court ordered
survey, or other exception to the
definition of subdivision.



CAWTHORNE & ASSOCIATES
Registered Land Surveyors, P.A.
License No. : C-0378
822 Dabney Drive
Henderson, North Carolina 27536
Phone # 252-492-0041

RECOMBINATION SURVEY FOR
JAMES THOMAS GULL, JR.
KELLY S. GULL
OWNER - JAMES B KELLY GULL
TOWNVILLE TOWNSHIP
VANCE COUNTY, NORTH CAROLINA
SCALE 1" = 50'
FEBRUARY 26, 2020
FILE # 91-20-013-L
TAX MAP # 3235-1-1-7

Handwritten initials or signature.



James Thomas Guill, Jr.
Pin # 0325C03002
12996 NC Hwy 39 N
R20 1.0183 Acres



Water District Board

Vance County Water Board Report July 6, 2020

Committee Report

Capacity Charge Update. The committee (Brummitt[C], Wilder & Taylor) met on Monday, June 29, 2020 to discuss changes to the water district’s capacity charges. With the FY20-21 budget, the board approved changing from the preconstruction connection rate to the post construction rate. The committee was made aware that the new fees will begin August 1st and marketing letters have been provided to all residents located along the waterline that have not hooked on to date. With moving to the regular connection fees, Envirolink has informed the water district that recent legislation precludes the district from charging a capacity fee or system development fee unless a financial analysis is completed to determine the appropriate rate. Staff anticipates such an analysis would cost \$20,000 to \$30,000 and systems that have not completed this analysis should remove capacity fees from their fee schedules. The committee discussed the importance of recovering costs of installing the water tap while also complying with the law. The committee recommended zeroing out the capacity charge and increasing the connection charge by the same amount. This change would cause the total connection fee to remain the same for a standard ¾ inch residential tap and decrease overall for 1 inch taps. Below are the current and proposed changes. Fees changing are highlighted in yellow.

<u>Current Connection Charges (for ¾ inch tap)</u>	<u>Proposed (¾ inch tap)</u>
\$1,100 Connection Fee	\$1,600 Connection Fee
\$500 Capacity Charge (¾ inch meter)	No Capacity Charge
\$150 refundable security deposit	\$150 refundable security deposit
\$195 Cost of Meter and installation charge	\$195 Cost of Meter and installation
\$750 bore fee – if bore is necessary	\$750 bore fee – if bore is necessary

<u>Current Connection Charges (for 1 inch tap)</u>	<u>Proposed (1 inch tap)</u>
\$1,500 Connection Fee	\$2,000 Connection Fee
\$5,000 Capacity Charge (¾ inch meter)	No Capacity Charge
\$150 refundable security deposit	\$150 refundable security deposit
\$285 Cost of Meter and installation charge	\$285 Cost of Meter and installation
\$750 bore fee – if bore is necessary	\$750 bore fee – if bore is necessary

Recommendation: Approve revision to fee schedule reducing all capacity fees to \$0 and adjusting the connection fee to \$1,600 for a ¾ inch tap and \$2,000 for a 1 inch tap.

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2017

SESSION LAW 2017-138
HOUSE BILL 436

AN ACT TO PROVIDE FOR UNIFORM AUTHORITY TO IMPLEMENT SYSTEM DEVELOPMENT FEES FOR PUBLIC WATER AND SEWER SYSTEMS IN NORTH CAROLINA AND TO CLARIFY THE APPLICABLE STATUTE OF LIMITATIONS.

The General Assembly of North Carolina enacts:

SECTION 1. Chapter 162A of the General Statutes is amended by adding a new Article to read:

"Article 8.

"System Development Fees.

"§ 162A-200. Short title.

This Article shall be known and may be cited as the "Public Water and Sewer System Development Fee Act."

"§ 162A-201. Definitions.

The following definitions apply in this Article:

- (1) Capital improvement. – A planned facility or expansion of capacity of an existing facility other than a capital rehabilitation project necessitated by and attributable to new development.
- (2) Capital rehabilitation project. – Any repair, maintenance, modernization, upgrade, update, replacement, or correction of deficiencies of a facility, including any expansion or other undertaking to increase the preexisting level of service for existing development.
- (3) Existing development. – Land subdivisions, structures, and land uses in existence at the start of the written analysis process required by G.S. 162A-205, no more than one year prior to the adoption of a system development fee.
- (4) Facility. – A water supply, treatment, storage, or distribution facility, or a wastewater collection, treatment, or disposal facility, including for reuse or reclamation of water, owned or operated, or to be owned or operated, by a local governmental unit and land associated with such facility.
- (5) Local governmental unit. – Any political subdivision of the State that owns or operates a facility, including those owned or operated pursuant to local act of the General Assembly or pursuant to Part 2 of Article 2 of Chapter 130A, Article 15 of Chapter 153A, Article 16 of Chapter 160A, or Articles 1, 4, 5, 5A, or 6 of Chapter 162A of the General Statutes.
- (6) New development. – Any of the following occurring after the date a local government begins the written analysis process required by G.S. 162A-205, no more than one year prior to the adoption of a system development fee, which increases the capacity necessary to serve that development:
 - a. The subdivision of land.



- b. The construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure which increases the number of service units.
 - c. Any use or extension of the use of land which increases the number of service units.
- (7) Service. – Water or sewer service, or water and sewer service, provided by a local governmental unit.
- (8) Service unit. – A unit of measure, typically an equivalent residential unit, calculated in accordance with generally accepted engineering or planning standards.
- (9) System development fee. – A charge or assessment for service imposed with respect to new development to fund costs of capital improvements necessitated by and attributable to such new development, to recoup costs of existing facilities which serve such new development, or a combination of those costs, as provided in this Article. The term includes amortized charges, lump-sum charges, and any other fee that functions as described by this definition regardless of terminology. The term does not include any of the following:
- a. A charge or fee to pay the administrative, plan review, or inspection costs associated with permits required for development.
 - b. Tap or hookup charges for the purpose of reimbursing the local governmental unit for the actual cost of connecting the service unit to the system.
 - c. Availability charges.
 - d. Dedication of capital improvements on-site, adjacent, or ancillary to a development absent a written agreement providing for credit or reimbursement to the developer pursuant to G.S. 153A-280, 153A-451, 160A-320, 160A-499 or Part 3A of Article 18, Chapter 153A or Part 3D of Article 19, Chapter 160A of the General Statutes.
 - e. Reimbursement to the local governmental unit for its expenses in constructing or providing for water or sewer utility capital improvements adjacent or ancillary to the development if the owner or developer has agreed to be financially responsible for such expenses; however, such reimbursement shall be credited to any system development fee charged as set forth in G.S. 162A-207(c).
- (10) System development fee analysis. – An analysis meeting the requirements of G.S. 162A-205.

"§ 162A-202. Reserved.

"§ 162A-203. Authorization of system development fee.

(a) A local governmental unit may adopt a system development fee for water or sewer service only in accordance with the conditions and limitations of this Article.

(b) A system development fee adopted by a local governmental unit under any lawful authority other than this Article and in effect on October 1, 2017, shall be conformed to the requirements of this Article not later than July 1, 2018.

"§ 162A-204. Reserved.

"§ 162A-205. Supporting analysis.

A system development fee shall be calculated based on a written analysis, which may constitute or be included in a capital improvements plan, that:

- (1) Is prepared by a financial professional or a licensed professional engineer qualified by experience and training or education to employ generally accepted accounting, engineering, and planning methodologies to calculate system development fees for public water and sewer systems.
- (2) Documents in reasonable detail the facts and data used in the analysis and their sufficiency and reliability.
- (3) Employs generally accepted accounting, engineering, and planning methodologies, including the buy-in, incremental cost or marginal cost, and combined cost methods for each service, setting forth appropriate analysis as to the consideration and selection of a method appropriate to the circumstances and adapted as necessary to satisfy all requirements of this Article.
- (4) Documents and demonstrates the reliable application of the methodologies to the facts and data, including all reasoning, analysis, and interim calculations underlying each identifiable component of the system development fee and the aggregate thereof.
- (5) Identifies all assumptions and limiting conditions affecting the analysis and demonstrates that they do not materially undermine the reliability of conclusions reached.
- (6) Calculates a final system development fee per service unit of new development and includes an equivalency or conversion table for use in determining the fees applicable for various categories of demand.
- (7) Covers a planning horizon of not less than 10 years nor more than 20 years.
- (8) Is adopted by resolution or ordinance of the local governmental unit in accordance with G.S. 162A-209.

"§ 162A-206. Reserved.

"§ 162A-207. Minimum requirements.

(a) Maximum. – A system development fee shall not exceed that calculated based on the system development fee analysis.

(b) Revenue Credit. – In applying the incremental cost or marginal cost, or the combined cost, method to calculate a system development fee with respect to water or sewer capital improvements, the system development fee analysis must include as part of that methodology a credit against the projected aggregate cost of water or sewer capital improvements. That credit shall be determined based upon generally accepted calculations and shall reflect a deduction of either the outstanding debt principal or the present value of projected water and sewer revenues received by the local governmental unit for the capital improvements necessitated by and attributable to such new development, anticipated over the course of the planning horizon. In no case shall the credit be less than twenty-five percent (25%) of the aggregate cost of capital improvements.

(c) Construction or Contributions Credit. – In calculating the system development fee with respect to new development, the local governmental unit shall credit the value of costs in excess of the development's proportionate share of connecting facilities required to be oversized for use of others outside of the development. No credit shall be applied, however, for water or sewer capital improvements on-site or to connect new development to water or sewer facilities.

"§ 162A-208. Reserved.

"§ 162A-209. Adoption and periodic review.

(a) For not less than 45 days prior to considering the adoption of a system development fee analysis, the local governmental unit shall post the analysis on its Web site and solicit and furnish a means to submit written comments, which shall be considered by the preparer of the analysis for possible modifications or revisions.

(b) After expiration of the period for posting, the governing body of the local governmental unit shall conduct a public hearing prior to considering adoption of the analysis with any modifications or revisions.

(c) The local governmental unit shall publish the system development fee in its annual budget or rate plan or ordinance. The local governmental unit shall update the system development fee analysis at least every five years.

"§ 162A-210. Reserved.

"§ 162A-211. Use and administration of revenue.

(a) Revenue from system development fees calculated using the incremental cost method or marginal cost method, exclusively or as part of the combined cost method, shall be expended only to pay:

(1) Costs of constructing capital improvements including, and limited to, any of the following:

a. Construction contract prices.

b. Surveying and engineering fees.

c. Land acquisition cost.

d. Principal and interest on bonds, notes, or other obligations issued by or on behalf of the local governmental unit to finance any costs for an item listed in sub-subdivisions a. through c. of this subdivision.

(2) Professional fees incurred by the local governmental unit for preparation of the system development fee analysis.

(3) If no capital improvements are planned for construction within five years or the foregoing costs are otherwise paid or provided for, then principal and interest on bonds, notes, or other obligations issued by or on behalf of a local governmental unit to finance the construction or acquisition of existing capital improvements.

(b) Revenue from system development fees calculated using the buy-in method may be expended for previously completed capital improvements for which capacity exists and for capital rehabilitation projects. The basis for the buy-in calculation for previously completed capital improvements shall be determined by using a generally accepted method of valuing the actual or replacement costs of the capital improvement for which the buy-in fee is being collected less depreciation, debt credits, grants, and other generally accepted valuation adjustments.

(c) A local governmental unit may pledge a system development fee as security for the payment of debt service on a bond, note, or other obligation subject to compliance with the foregoing limitations.

(d) System development fee revenues shall be accounted for by means of a capital reserve fund established pursuant to Part 2 of Article 3 of Chapter 159 of the General Statutes and limited as to expenditure of funds in accordance with this section.

"§ 162A-212. Reserved.

"§ 162A-213. Time for collection of system development fees.

For new development involving the subdivision of land, the system development fee shall be collected by a local governmental unit either at the time of plat recordation or when water or sewer service for the subdivision or other development is committed by the local governmental unit. For all other new development, the local governmental unit shall collect the system development fee at the time of application for connection of the individual unit of development to the service or facilities.

"§ 162A-214. Reserved.

"§ 162A-215. Narrow construction.

Notwithstanding G.S. 153A-4 and G.S. 160A-4, in any judicial action interpreting this Article, all powers conferred by this Article shall be narrowly construed to ensure that system development fees do not unduly burden new development."

SECTION 2. G.S. 130A-64 reads as rewritten:

"§ 130A-64. Service charges and rates.

(a) A sanitary district board shall apply service charges and rates based upon the exact benefits derived. These service charges and rates shall be sufficient to provide funds for the maintenance, adequate depreciation and operation of the work of the district. If reasonable, the service charges and rates may include an amount sufficient to pay the principal and interest maturing on the outstanding bonds and, to the extent not otherwise provided for, bond anticipation notes of the district. Any surplus from operating revenues shall be set aside as a separate fund to be applied to the payment of interest on or to the retirement of bonds or bond anticipation notes. The sanitary district board may modify and adjust these service charges and rates.

(b) The district board may require system development fees only in accordance with Article 8 of Chapter 162A of the General Statutes."

SECTION 3. G.S. 153A-277 reads as rewritten:

"§ 153A-277. Authority to fix and enforce rates.

(a) A county may establish and revise from time to time schedules of rents, rates, fees, charges, and penalties for the use of or the services furnished or to be furnished by a public enterprise. Schedules of rents, rates, fees, charges, and penalties may vary for the same class of service in different areas of the county and may vary according to classes of service, and different schedules may be adopted for services provided outside of the county. A county may include a fee relating to subsurface discharge wastewater management systems and services on the property tax bill for the real property where the system for which the fee is imposed is located.

...

(a2) A county may require system development fees only in accordance with Article 8 of Chapter 162A of the General Statutes.

...."

SECTION 4.(a) G.S. 160A-314 reads as rewritten:

"§ 160A-314. Authority to fix and enforce rates.

(a) A city may establish and revise from time to time schedules of rents, rates, fees, charges, and penalties for the use of or the services furnished or to be furnished by any public enterprise. Schedules of rents, rates, fees, charges, and penalties may vary according to classes of service, and different schedules may be adopted for services provided outside the corporate limits of the city.

...

(e) A city may require system development fees only in accordance with Article 8 of Chapter 162A of the General Statutes."

SECTION 4.(b) G.S. 160A-317 is amended by adding a new subsection to read:

"(a4) System Development Fees. – A city may require system development fees only in accordance with Article 8 of Chapter 162A of the General Statutes."

SECTION 5.(a) G.S. 162A-6(a) is amended by adding a new subdivision to read:

"(9a) To impose and require system development fees only in accordance with Article 8 of this Chapter."

SECTION 5.(b) G.S. 162A-9 is amended by adding a new subsection to read:

"(a5) An authority may require system development fees only in accordance with Article 8 of this Chapter."

SECTION 6.(a) G.S. 162A-36(a) is amended by adding a new subdivision to read:

"(8a) To impose and require system development fees only in accordance with Article 8 of this Chapter."

SECTION 6.(b) G.S. 162A-49 reads as rewritten:

"§ 162A-49. Rates and charges for services.

(a) The district board may fix, and may revise from time to time, rents, rates, fees and other charges for the use of land for the services furnished or to be furnished by any water system or sewerage system or both. Such rents, rates, fees and charges shall not be subject to supervision or regulation by any bureau, board, commission, or other agency of the State or of any political subdivision. Any such rents, rates, fees and charges pledged to the payment of revenue bonds of the district shall be fixed and revised so that the revenues of the water system or sewerage system or both, together with any other available funds, shall be sufficient at all times to pay the cost of maintaining, repairing and operating the water system or the sewerage system or both, the revenues of which are pledged to the payment of such revenue bonds, including reserves for such purposes, and to pay the interest on and the principal of such revenue bonds as the same shall become due and payable and to provide reserves therefor. If any such rents, rates, fees and charges are pledged to the payment of any general obligation bonds issued under this Article, such rents, rates, fees and charges shall be fixed and revised so as to comply with the requirements of such pledge. The district board may provide methods for collection of such rents, rates, fees and charges and measures for enforcement of collection thereof, including penalties and the denial or discontinuance of service.

(b) The district board may require system development fees only in accordance with Article 8 of this Chapter."

SECTION 7.(a) G.S. 162A-69 is amended by adding a new subdivision to read:

"(8a) To impose and require system development fees only in accordance with Article 8 of this Chapter."

SECTION 7.(b) G.S. 162A-72 reads as rewritten:

"§ 162A-72. Rates and charges for services.

(a) The district board may fix, and may revise from time to time, rents, rates, fees and other charges for the use of and for the services furnished or to be furnished by any sewerage system. Such rents, rates, fees and charges shall not be subject to supervision or regulation by any bureau, board, commission, or other agency of the State or of any political subdivision. Any such rents, rates, fees and charges pledged to the payment of revenue bonds of the district shall be fixed and revised so that the revenues of the sewerage system, together with any other available funds, shall be sufficient at all times to pay the cost of maintaining, repairing and operating the sewerage system the revenues of which are pledged to the payment of such revenue bonds, including reserves for such purposes, and to pay the interest on and the principal of such revenue bonds as the same shall become due and payable and to provide reserves therefor. If any such rents, rates, fees and charges are pledged to the payment of any general obligation bonds issued under this Article, such rents, rates, fees and charges shall be fixed and revised so as to comply with the requirements of such pledge. The district board may provide methods for collection of such rents, rates, fees and charges and measures for enforcement of collection thereof, including penalties and the denial or discontinuance of service.

(b) The district board may require system development fees only in accordance with Article 8 of this Chapter."

SECTION 8. G.S. 162A-85.13 is amended by adding a new subsection to read:

"(a1) The district board may require system development fees only in accordance with Article 8 of this Chapter."

SECTION 9. G.S. 162A-88 reads as rewritten:

"§ 162A-88. District is a municipal corporation.

(a) The inhabitants of a county water and sewer district created pursuant to this Article are a body corporate and politic by the name specified by the board of commissioners. Under that name they are vested with all the property and rights of property belonging to the corporation; have perpetual succession; may sue and be sued; may contract and be contracted with; may acquire and hold any property, real and personal, devised, sold, or in any manner conveyed, dedicated to, or otherwise acquired by them, and from time to time may hold, invest, sell, or dispose of the same; may have a common seal and alter and renew it at will; may establish, revise and collect rates, fees or other charges and penalties for the use of or the services furnished or to be furnished by any sanitary sewer system, water system or sanitary sewer and water system of the district; and may exercise those powers conferred on them by this Article.

(b) The district board may require system development fees only in accordance with Article 8 of this Chapter."

SECTION 10.(a) G.S. 1-52(15) reads as rewritten:

"(15) For the recovery of taxes paid as provided in ~~G.S. 105-381~~G.S. 105-381 or for the recovery of an unlawful fee, charge, or exaction collected by a county, municipality, or other unit of local government for water or sewer service or water and sewer service."

SECTION 10.(b) This section is to clarify and not alter G.S. 1-52.

SECTION 11. Sections 1 through 9 of this act become effective October 1, 2017, and apply to system development fees imposed on or after that date. Section 10 of this act, being a clarifying amendment, has retroactive effect and applies to claims accrued or pending prior to and after the date that section becomes law. Nothing in this act provides retroactive authority for any system development fee, or any similar fee for water or sewer services to be furnished, collected by a local governmental unit prior to October 1, 2017. The remainder of this act is effective when it becomes law and applies to claims accrued or pending prior to and after that date.

In the General Assembly read three times and ratified this the 29th day of June, 2017.

s/ Daniel J. Forest
President of the Senate

s/ Tim Moore
Speaker of the House of Representatives

s/ Roy Cooper
Governor

Approved 4:13 p.m. this 20th day of July, 2017

Vance County Water District
Rules and Regulations

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

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

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	
		¾"	\$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 (per Connection) to guarantee final	\$500.00

Vance County Water District
Rules and Regulations

		completion by private contractor	
10		Water Meter Charges	
		¾"	\$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	
		¾"	\$1,100.00
		1"	\$1,500.00

Vance County Water District
Rules and Regulations

		2" and larger	At estimated cost of installation
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.*



Vance County Water District
 Operations Report
 May 2020

Fiscal Year-to Date

May 2020

Operations Highlights:

Work Order Completions:

Discolored Water/ Air in lines	16	1
Set Meters	114	7
Replace Meter/ERT	50	7
Repaired ERTS	39	0
Remove Meter	6	0
Locate Lines	602	101
Odor In Water / Chlorine Check	8	0
Check Usage / Leaks	263	24
Replace Meter Lid/ Box	14	2
Low pressure/ No Water	21	4
Water Main Break	0	0
Distribute Boil Water Notices	0	0
Distribute Rescind Notices	0	0
Move in / move out	207	30
Kittrell Water Tower Response	0	0
Water line repairs	4	0
Actual Shut offs	287	0
Restores	328	0
Cross Connection Checks	6	1
Intent to Serve inspections	0	0
Hydrant/Site Care/Mowing	4	0
Delivered Return Mail	0	0
Water Taps Requests	0	0

Satellite Office Activity:

Information requests	27	2
Bill pays	1737	203
Applications received	26	1

Billing Summaries:

February Billing 02/01/2020 through 02/29/2020
 1690 active customers of which 1,296 were metered services
 Gallons billed 3,532,205 Average usage 2,726 @ .01033 = \$28.16 plus \$ 30 Base = \$50.16
 March Billing 03/01/2020 through 03/31/2020
 1753 active customers of which 1,326 were metered services
 Gallons billed 3,804,715 Average usage 2,869 @ .01033 = \$29.64 plus \$ 30 Base = \$59.64
 April Billing 04/01/2020 through 04/30/2020
 1762 active customers of which 1,338 were metered services
 Gallons billed 4,094,791 Average usage 3,060 @ .01033 = \$31.61 plus \$ 30 base = \$61.61
 May Billing 05/01/2020 through 05/31/2020
 1755 active customers of which 1,337 were metered services
 Gallons billed 4,620,276 Average usage 3,456 @ .01033 = \$35.70 plus \$ 30 base = \$65.70
 (The above numbers include all three systems)

Water System Overview:

The current customer count is as follows:

* Phase 1 – 787 total customers, 220 availability accounts and 567 metered accounts

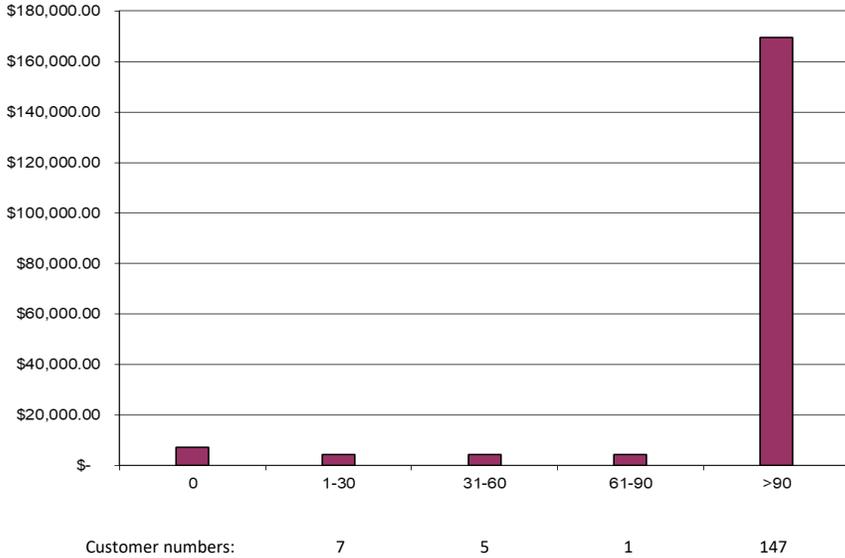
* Phase 2 - 614 total customers, 198 availability accounts and 416 metered accounts

* Kittrell - 354 total Customers, 0 availability accounts and 354 metered accounts

There is a total of 1,755 VCWD customers committed to the system with 1,337 metered customers.

Vance County Water District
 Operations Report
 May 2020

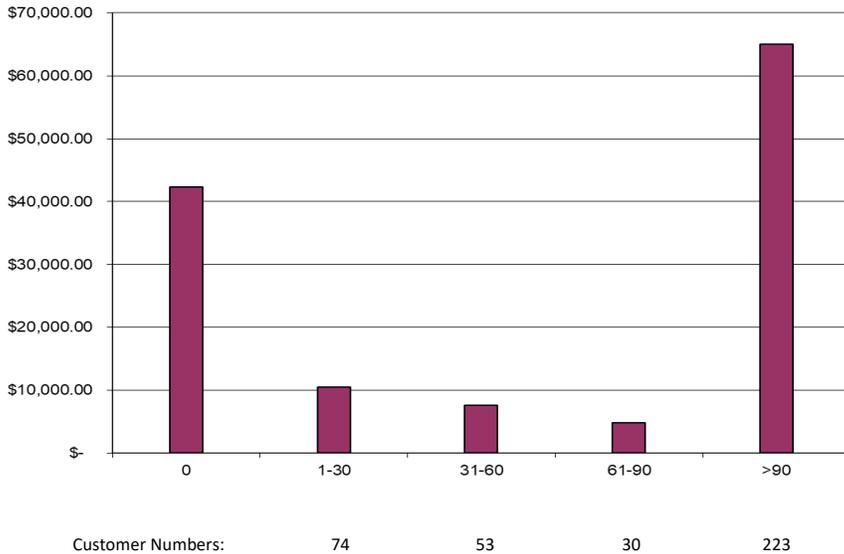
Availability Aging Report for Vance County



Availability Accounts AR*

Age	Current Month
0	\$ 7,338.19
1-30	\$ 4,293.00
31-60	\$ 4,510.43
61-90	\$ 4,365.52
>90	\$169,410.44
Total Availability AR to date:	\$ 189,917.58

Metered Aging Report for Vance County



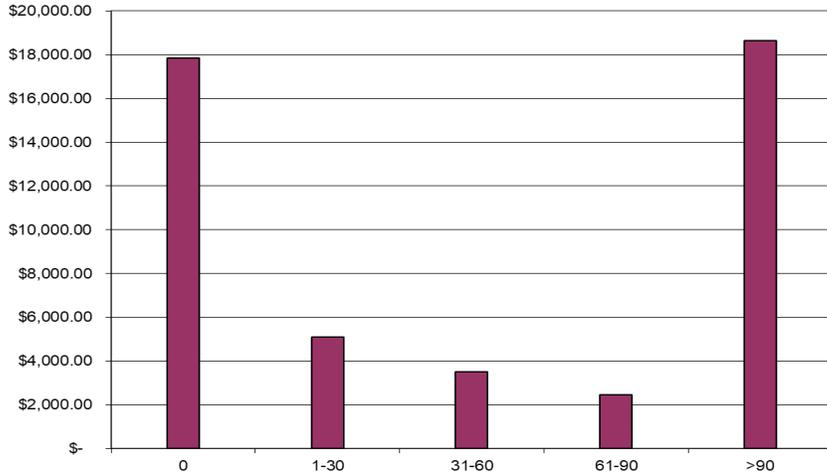
Metered Accounts AR*

Age	Current Month
0	\$ 42,387.24
1-30	\$ 10,501.92
31-60	\$ 7,555.24
61-90	\$ 4,782.39
>90	\$ 64,987.28
Total Metered to date:	\$ 130,214.07
Total AR to date*	\$ 320,131.65

*Graph information as of May 31, 2020

Vance County Water District
 Operations Report
 May 2020

Metered Aging Report for Kittrell-Vance



Kittrell Metered Accounts AR*

Age	Current Month
0	\$ 17,866.48
1-30	\$ 5,095.14
31-60	\$ 3,500.60
61-90	\$ 2,462.97
>90	\$ 18,652.31

Total Kittrell Metered AR to date:

\$ 47,577.50

Number of Customer: 34 22 17 57

*Graph information as of May 31, 2020

Revenue & Expenditure Statement
 Water Fund(16) 04/01/2020-04/30/2020

	Current Period 4/30/2020	YTD	Budget (\$)	%
Revenue				
16-329-432900 INVESTMENT EARNINGS	526.17	5,702.67	6,500.00	88
16-367-436701 WATER LINE REIMB-CITY	0.00	0.00	16,504.00	0
16-375-437500 METERED WATER SALES	74,513.68	800,172.93	775,000.00	103
16-375-437501 NON-METERED WATER REVENUE	7,648.92	82,121.54	125,000.00	66
16-375-437502 WATER - DEBT SETOFF REVENUE	129.00	4,016.03	5,000.00	80
16-376-437005 MISCELLANEOUS REVENUES	422.00	6,278.33	3,200.00	196
16-376-437505 CONNECTION FEES	375.00	5,500.00	10,000.00	55
16-376-437506 RECONNECT FEES	0.00	14,040.00	500.00	2,808
16-376-437507 NSF CHECK FEES	-86.50	-2,751.12	750.00	-367
16-376-437508 LATE PAYMENT FEES	0.00	23,362.95	14,000.00	167
16-397-439710 TRANSFER FROM GENERAL FUND	0.00	0.00	285,948.00	0
	\$83,528.27	\$938,443.33	\$1,242,402.00	76

	Current Period 4/30/2020	YTD	Budget (\$)	%
Expenditure				
16-660-500621 BOND PRINCIPAL - WATER	13,687.65	13,687.65	201,688.00	7
16-660-500622 BOND INTEREST - WATER	0.00	0.00	339,625.00	0
16-665-500011 TELEPHONE & POSTAGE	279.65	1,414.01	2,200.00	64
16-665-500013 UTILITIES	338.40	3,787.39	4,500.00	84
16-665-500026 ADVERTISING	0.00	0.00	1,200.00	0
16-665-500033 DEPARTMENTAL SUPPLIES	55.90	22,679.81	20,000.00	113
16-665-500044 SPECIAL CONTRACTED SERVICES	3,360.00	96,476.07	120,000.00	80
16-665-500045 CONTRACTED SERVICES	8,431.46	136,996.66	157,500.00	87
16-665-500054 INSURANCE & BONDS	0.00	1,781.36	1,750.00	102
16-665-500079 PURCHASED WATER	19,655.45	185,981.98	250,000.00	74
16-665-500088 BANK SERVICE CHARGES	292.09	2,678.82	2,500.00	107
16-665-500282 BAD DEBT EXPENSE	0.00	0.00	5,000.00	0
16-665-500283 DEBT SERVICE RESERVE	0.00	0.00	52,763.00	0
16-665-500286 SYSTEM MAINTENANCE	0.00	45,778.97	57,500.00	80
16-665-500347 PERMITS	0.00	2,520.00	2,600.00	97
16-665-500390 DEPRECIATION EXPENSE	0.00	0.00	23,576.00	0
	\$46,100.60	\$513,782.72	\$1,242,402.00	41

Excess (Deficit) of Revenue	\$37,427.67	\$424,660.61	\$0.00
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*Committee Reports
and Recommendations*

Vance County

Committee Reports and Recommendations

July 6, 2020

Public Safety Committee

Used Ladder Truck. The committee (Wilder[C], Brummitt & Taylor) met on Monday, June 8, 2020 to discuss the purchase of a used ladder truck for the county fire department. County staff identified a quality used ladder truck in Emerald Isle, but prior to the committee meeting, another department purchased the truck. The committee discussed the critical nature of meeting the fire flow of 3,500 gallons per minute in the Goldenbelt district and discussed whether a ladder truck or other type of truck could satisfy this need. The committee recommended holding off in fixing or replacing the county's existing ladder truck at the current time and mentioned the possibility of fixing the older 1988 engine the county owns to assist in meeting fire flow in the short term. *For Your Information.*

Animal Services Ordinance Amendments. The committee reviewed proposed changes to the animal services ordinance during their meetings on June 8th and June 30th. The changes are designed to update the ordinance in accordance with updated general statutes. The committee worked with staff to better define a standard measurement for minimum space requirements for varying animal sizes and was agreeable to the proposed amendments. ***Recommendation: Set a public hearing for the August meeting prior to considering approval of the amendments to Chapter 90 of the county's code of ordinance concerning animals.***

Redistricting. The committee reviewed five areas where neighboring fire chiefs have agreed and are recommending changing response districts. These include allowing Townsville VFD to serve both sides of Morgan Road (currently Hicksboro District), allowing Kittrell VFD to serve all of Edwards Road (currently Bearpond District), allowing Epsom VFD to serve an area further west on Dr. Finch Road and NC 39 (currently Bearpond District), allowing Goldenbelt VFD to serve Anderson Creek Road and Flemingtown Road (currently Drewry District), and moving the Bearpond district further north on the south side of Henderson (currently Goldenbelt District). The committee recommended adding the area on either side of Garrett Road from the Goldenbelt district into Bearpond District, but recognized that Bearpond's current split rating only has comparable insurance savings within 1,000 feet of a hydrant. The committee felt holding off in making further changes between Bearpond and Goldenbelt until Bearpond updates their ISO rating was best for the time being. The enclosed maps reflect the changes as agreed upon by the chiefs and as discussed by the public safety committee. The committee was made aware of potential changes by the Office of the State Fire Marshal (OSFM) that may allow fire departments to update automatic aid agreements and avoid having to change the fire district boundaries. The committee decided to hold off in making any formal recommendation on changes until additional information is learned on the latest guidance from OSFM. *For Your Information.*

Fire Reorganization. The committee met and discussed potential further changes that may be necessary to reorganize county fire services. Commissioner Brummitt discussed a plan he presented to the committee and board last year which would split county fire department employees between Hicksboro and Bearpond and create a new volunteer/combo department

consisting of the Rescue Squad to serve the Goldenbelt District. Committee members expressed concerns with this plan eliminating the county fire department and a concern was raised as to whether the new volunteer department could produce the number of volunteers that would be required. The committee requested staff to update and bring back a financial analysis on Commissioner Brummitt's plan. *For Your Information.*

Properties Committee

Shared Parking Agreement at Eaton Johnson – Henderson Institute. The committee (Brummitt[C], Taylor & Wilder) met on Monday, June 29, 2020 to discuss and review a proposed easement agreement permitting Henderson Institute to utilize 10 parking spaces on county property adjacent to the Henderson Institute. The institute requested the use of the spaces after having a similar agreement with the school system. The use would occur outside of working hours and would not interfere with Social Services or the Senior Center's use of the parking lot. The committee is in favor of the easement agreement. The attorney recommends holding off in approving the agreement until the project financing is closed. *For Your Information – Action to be taken once closing of financing is complete.*

Green Rural Redevelopment (GRRO) Proposal – Eaton Johnson Kitchen/Cafeteria. The committee discussed a proposal from GRRO requesting to enter into negotiations with the county to lease the cafeteria and kitchen at Eaton Johnson. GRRO received an \$830,000 grant to fund the first three years of a project that would create a healthy food institute to include food storage, processing, preparation and a distribution hub. The committee reviewed a feasibility analysis submitted by GRRO and was supportive of the concept, but felt it would interfere with and limit the senior center's ability to expand its meals program to those individuals on their waiting list. The DSS Director mentioned the senior center has to stagger their meal program due to size limitations in their current location and that the expanded size at Eaton Johnson would be beneficial. The director mentioned the importance of the expanded size at Eaton Johnson due to additional COVID funds that have been received to expand their food program further. The committee declined further conversations with GRRO on leasing the cafeteria and kitchen at Eaton Johnson due to the senior centers long range plans for needing the space. *For Your Information.*

AMENDMENT TO VANCE COUNTY CODE OF ORDINANCES - CHAPTER 90: ANIMALS

WHEREAS, Vance County Board of Commissioners previously adopted Ordinances that are now codified as Chapter 90, Animals, of the Code of Ordinances, Vance County, North Carolina, which formally created the Animal Control Department and standards for care of animals and the enforcement thereof; and

WHEREAS, Animal Services serves a vital role in enforcing County Ordinances and related ordinance amendments and recommending such changes to the Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, that Chapter 90, Animals in the Code of Ordinances, Vance County, North Carolina be amended as follows (removed text shown as ~~strikethroughs~~ and additions shown as underlined text):

1) Replace Animal Control, Animal Control Officer, or ACO with Animal Services, Animal Service Officer or ASO throughout the entire ordinance to match the department name.

2) AMEND Section 90.003 (A) as follows:
Enforcing in ~~the~~ Vance County all Federal, State or County laws, ordinances and resolutions relating to ~~dogs and to~~ the care, treatment, custody and control of animals.

3) AMEND Section 90.004, Definitions by adding:
Vaccinated required animal. Any animal listed in NCGS 130A-185 (a) as amended, updated and replaced, required to be vaccinated. (Currently these are a cat, dog or ferret over four months of age)

4) AMEND Section 90.005 as follows:

(A) It shall be unlawful for the owner of a ~~dog~~ vaccinated required animal listed in NCGS 130A-185 (a) over four (4) months of age to fail to comply with state laws relating to the control of rabies.

(B) Unless proof of vaccination is available, it shall be the duty of the Animal ~~Control~~ Services Department to give a rabies vaccination to every vaccinated required animal ~~dog or cat~~ four ~~over six~~ months of age or older adopted from the animal shelter.

5) AMEND Section 90.006 (B) as follows:

Bite Cases: Duty of Owner: Every vaccinated required animal which has bitten or scratched (per Health Director) any human or which shows signs of rabies shall be confined immediately and shall be promptly reported to the Animal ~~Control~~ Services Department in addition to the County Director of Public Health, by its owners or persons having the animal in charge, and thereupon shall be securely quarantined at the direction of the ~~Animal Control Department~~ County Director of Public Health for a period of ten (10) days, and shall not be released from such quarantine except by written permission from the Health Director and Animal Control Services Department.

The biting, and/or scratching animal and its records of vaccination and registration shall be inspected by the Animal ~~Control~~ Services Officer who will then observe the following policy:

- (1) A properly vaccinated ~~dog~~ animal may be confined on the owner's premises provided, however, that the owner has an adequate means of confinement upon ~~his~~ their own premises and the animal is subject to observation by the officer at any time during the 10-day period.
- (2) A ~~dog~~ vaccinated required animal not properly vaccinated, belonging to an owner, shall immediately be confined ~~in a veterinary hospital of~~ by the County Animal Shelter, in which case the expense shall be borne by the owner of the animal for the ten day confinement. The ~~dog~~ animal shall not be vaccinated during confinement.
- (3) Bite quarantined animals not reclaimed with seventy two hours (72) after the end of quarantine period will be considered abandoned and will be treated as a surrendered animal to the Animal Shelter immediately available for disposition.

6) AMEND Section 90.006 (E) as follows:

Emergency Quarantine and Procedure: When reports indicate a positive diagnosis of rabies, the County Director of Public Health may order an area-wide quarantine for a period as he or she deems necessary; and upon invoking such emergency quarantine by said Health Director, no animal shall run at large during such time. During such quarantine, no animal may be taken or shipped from the County without written permission from the animal ~~control~~ services department. No animal which has been impounded may be adopted from the Animal Shelter during the period of emergency rabies quarantine, except by special authorization of the public health officials. Animals bitten by a known rabid animal shall be immediately destroyed unless the owner agrees to strict isolation of the animal in the animal shelter or at a veterinary hospital for a period of ~~six (6) months~~ four (4) months; or provided however in the event said animal has a current rabies vaccination, and if given a booster vaccination it may be returned to its owner.

7) AMEND Section 90.009 (B) as follows:

Any citizen in violation of Chapter 90 shall be guilty of cruel treatment and subject to prosecution and/or a citation. ~~by the County Animal Control Officer~~

8) AMEND Section 90.010 (B) as follows:

An animal may not be restricted or confined in such a way that it cannot seek relief from extreme temperatures, the sun, and/or the elements. All ~~dogs and cats~~ animals under the care, custody or control of an owner shall be given adequate food, water, shelter from winter weather, and shade in summer.

- (1) All water receptacles shall be kept clean and free of contaminants and be positioned or affixed to minimize spillage.
- (2) Animals are to be fed daily or as recommended. Feed shall be provided in sufficient quantity and be of appropriate and sufficient nutritional value (wholesome, palatable, and free from contamination such as feces, mold, mildew, insects, and other contaminating substances).

9) AMEND Section 90.010 (D) as follows:

No animal shall be tied with less than 10 feet of unrestricted area. Animals over 12 weeks of age, except females with litters, housed in enclosures must be provided a minimum floor space for that animal determined as follows; (length of animal in inches plus 6) x (length of animal in inches plus 6) divided by 144 = minimum enclosure floor space in square feet required for each animal in an enclosure. The animal shall be measured from the tip of the nose to the base of its tail.

10) AMEND Section 90.010 (E) as follows:

No animal shall be confined to an area that does not provide space for exercise as necessary to reduce stress and maintain good physical condition. Space and provision for exercise must be appropriate and sufficient for age, breed/type, quality, condition, and size of the animal and at a minimum shall provide two times the minimum enclosure floor space required in Section 90.010(D) for each animal.

11) ADD Section 90.010 (G) as follows:

(G) All animals will be afforded immediate veterinary care at the expense of the owner or caretaker if there is a known or suspected injury or illness that should require professional medical treatment.

12) AMEND Section 90.011 (E) as follows:

Other Diseased or Injured Animals: Any animal impounded which is badly wounded or diseased (not a rabies suspect) and has no identification and is not adoptable, shall be destroyed or otherwise disposed of immediately in a humane manner. If the animal has identification, the Animal Control Services Department shall attempt to notify the owner before disposing of such animal; but if the owner cannot be reached readily, and the animal is suffering, the Animal Control Services Department may destroy or dispose of the animal at its discretion in a humane manner. As used herein, *otherwise disposed* may include giving the animal to rescue group who the Animal Services Department reasonably believes has the necessary resources and medical ability to provide care for the animal.

13) AMEND Section 90.012 (A) as follows:

When any animal has been impounded at the Animal Shelter, notice thereof shall be given to the owner if known or reasonably able to be determined; or if the owner is unknown, then notice and picture thereof shall be posted for three (3) days, or until the animal is disposed of, on a bulletin board at the Animal Shelter, and the time and place of taking said animal, together with the time and date of posting the notice. The time for redemption of the animal, as herein above provided, shall not begin to run until such notice has been given or posted. Except as otherwise provided in State law, a person who comes to an animal shelter attempting to locate a lost pet is entitled to view every animal held at the shelter, subject to rules providing for such viewing during at least four hours a day, three days a week. If the shelter is housing animals that must be kept apart from the general public for health reasons, public safety concerns, or in order to preserve evidence for criminal proceedings, the shelter shall make reasonable arrangements that allow pet owners to determine whether their lost pets are among those animals. If the shelter is housing animals in foster care at least one photograph depicting the head and face of the animal shall be displayed at the shelter in a conspicuous location that is available to the general public during hours of operation, and that photograph shall remain posted until the animal is disposed of as allowed herein.

14) AMEND Section 90.012 (B) as follows:
Owners shall be entitled to resume possession of their animal except as hereinbefore provided upon compliance with State law, provision of required identification, the provisions of this subchapter and the payment of shelter fees incurred. ~~The shelter fees shall be as follows:~~

~~Adoption Fees:~~

~~Redemption Fees:~~

~~Equine Citation Fees:~~

~~Vaccination Fee~~

~~Rescue Pull Fee~~

~~Miscellaneous Fees~~

~~Citation Fees~~

1st citation for violation of ordinance \$25-\$50

2nd citation for violation of ordinance (within one year period) \$50 \$75

3rd and subsequent citations for violation of ordinance (within one year period) \$75 \$100

15) AMEND Section 90.017 as follows:

A dog not under direct control of its owner and determined to be at large by an Animal ~~Control~~ Services Officer can be picked up by that office and the owner may be subject to a ~~fine~~ citation and fee as set forth under Section 90.012.

16) Delete Section 90.018

17) AMEND Section 90.067 (A) as follows:

As a condition precedent to the keeping, sheltering or harboring of any wild, vicious or exotic animal, the owner shall make advance written application for and receive from the County Animal ~~Control~~ Services Officer (hereinafter referred to as ASO) a permit and authorization to keep any such animal.

18) Delete Section 90.067 (14) as follows:

~~Submission of a \$50 permit fee.~~

B. The above amendments are effective upon adoption of this ordinance.

Adopted this ____th day of _____, 2020.

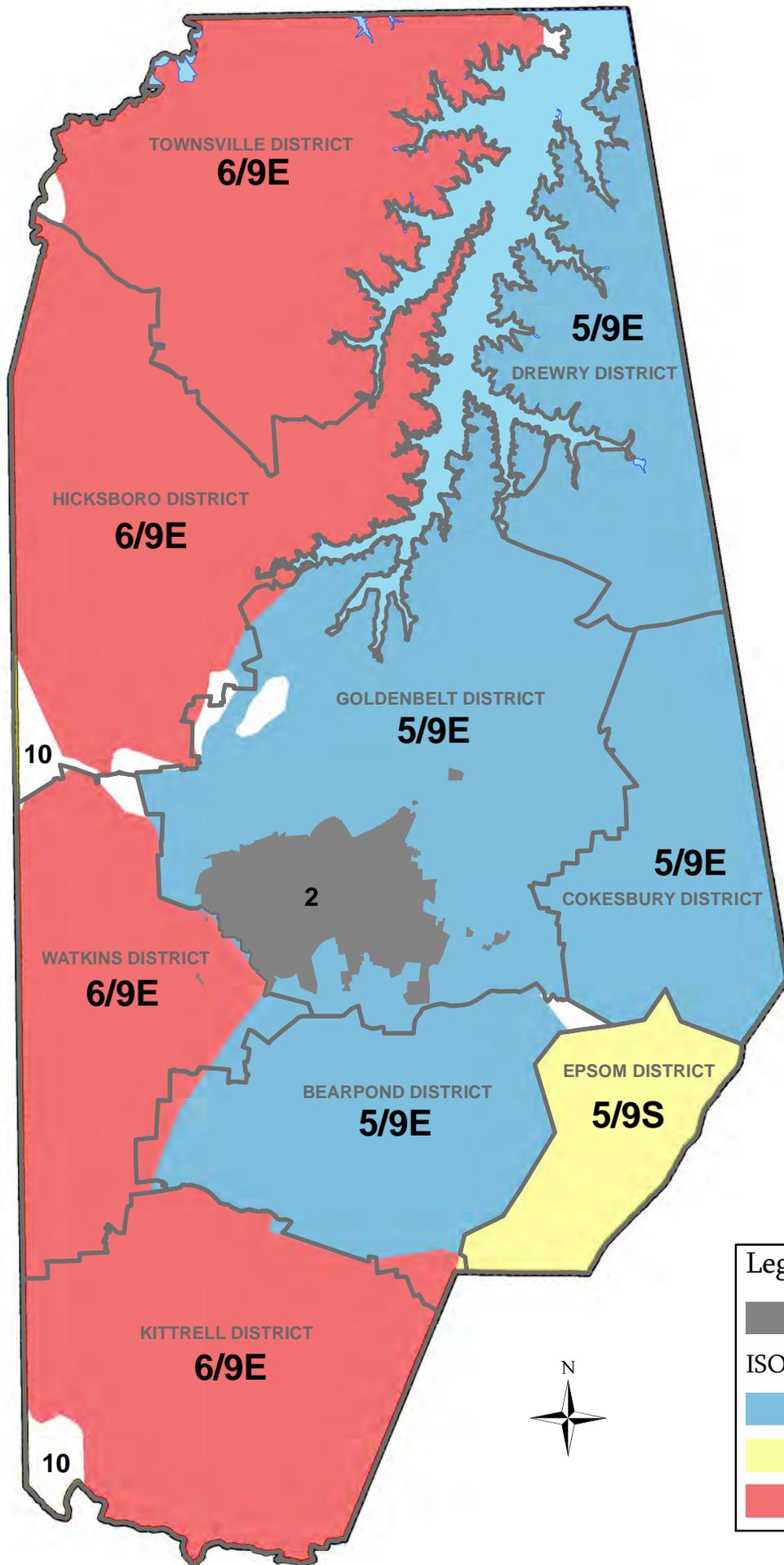
ATTEST:

Gordon Wilder, Chairman
Vance County Board of Commissioners

Kelly H. Grissom
Clerk to the Board

Vance County Fire District ISO Ratings

Effective May 1, 2020



Legend

 Henderson City Limits

ISO_Rating

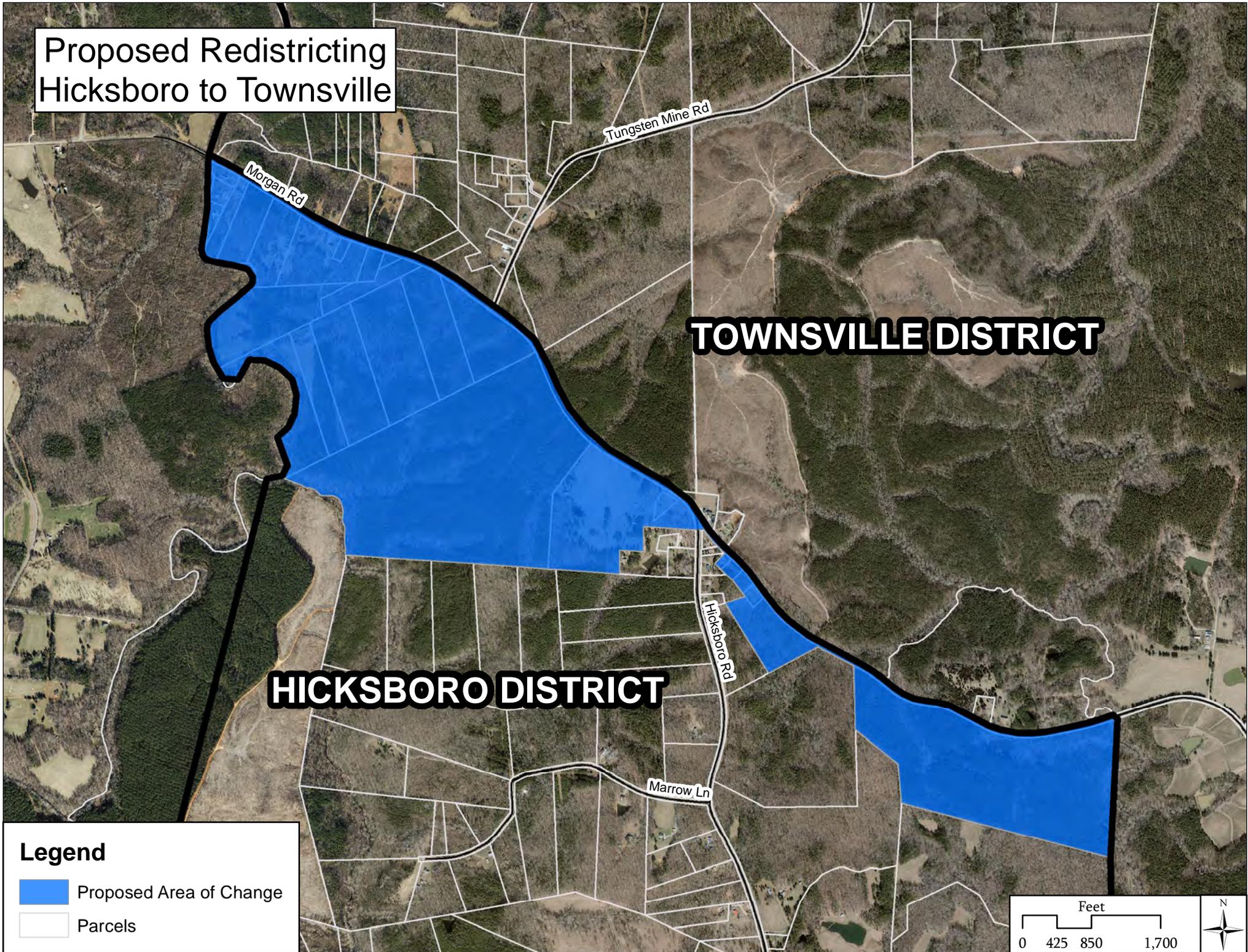
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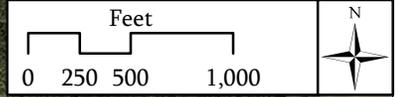
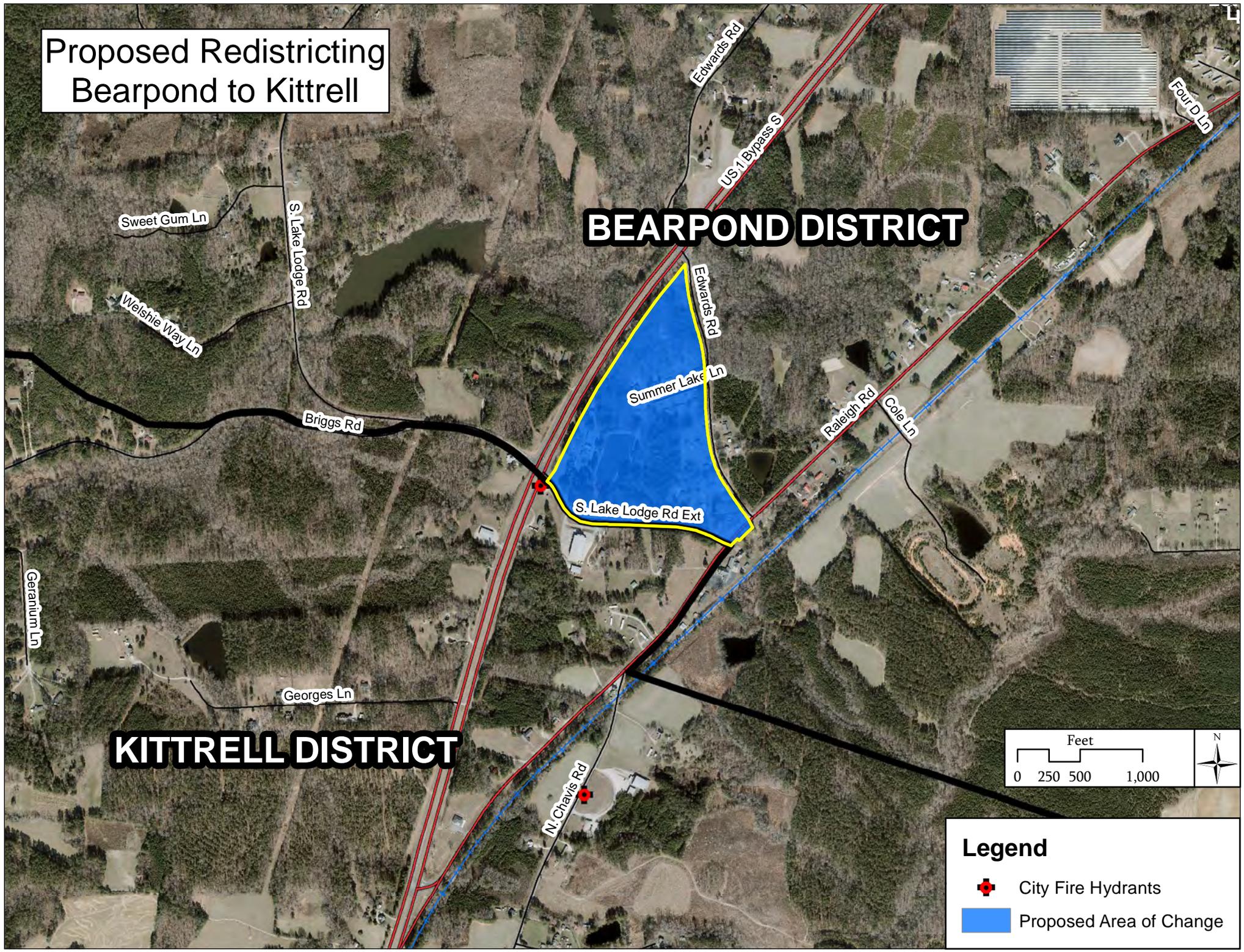
Proposed Redistricting Hicksboro to Townsville



Proposed Redistricting Bearpond to Kittrell

BEARPOND DISTRICT

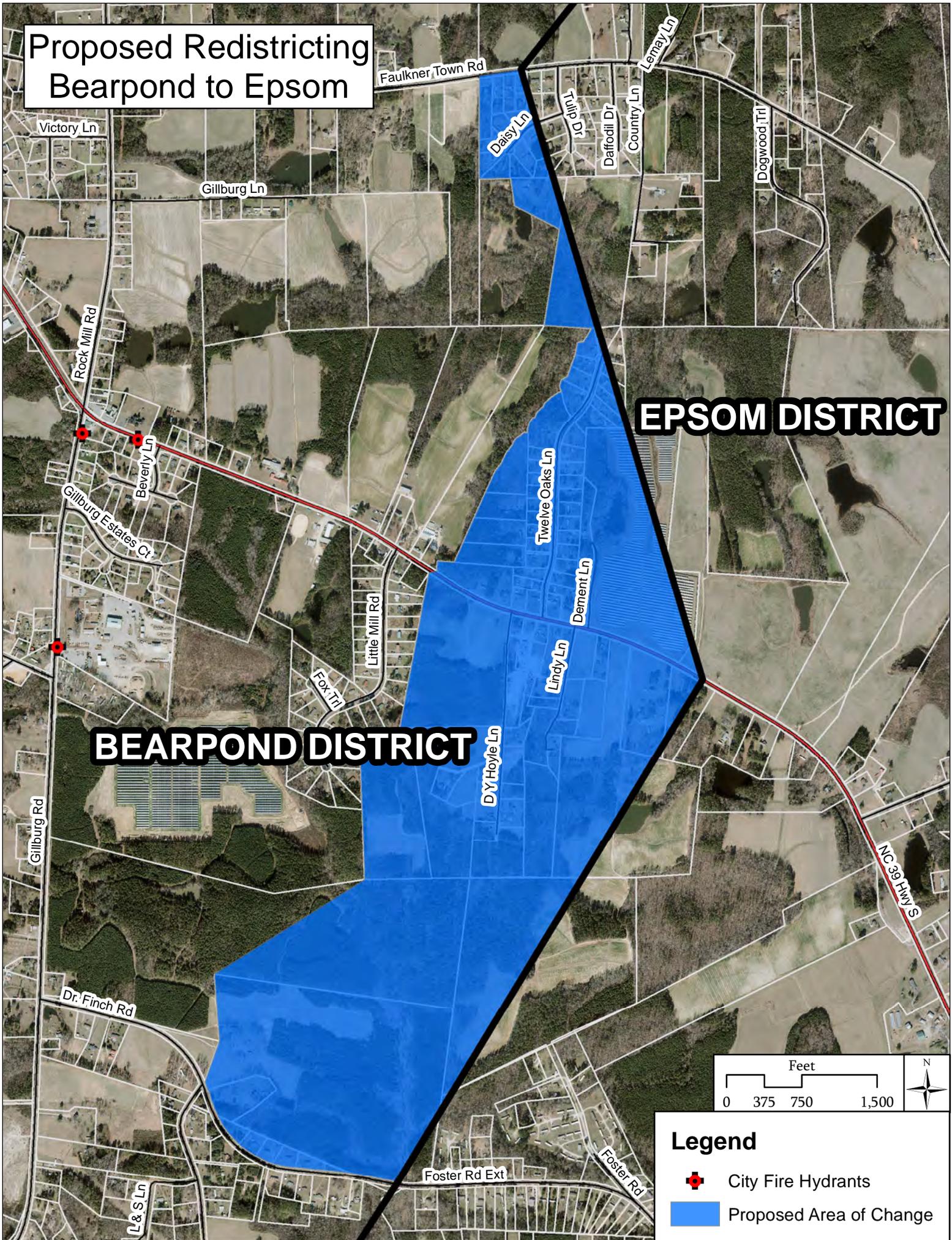
KITTRELL DISTRICT



Legend

-  City Fire Hydrants
-  Proposed Area of Change

Proposed Redistricting Bearpond to Epsom



Proposed Redistricting
Drewry to Goldenbelt

DREWRY DISTRICT

GOLDENBELT DISTRICT

DREWRY DISTRICT

GOLDENBELT DISTRICT

Satterwhite Point Rd

Holly Cir

East Holly Ln

Flemingtown Rd

Regional Water Ln

Intake Ln

Flemingtown Ln

Cedar Cove Rd

Autumn Ln

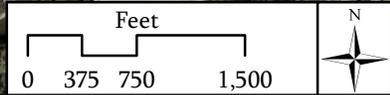
Spring Ln

Joshua Ln

Pegam Ln

Anderson Creek Rd

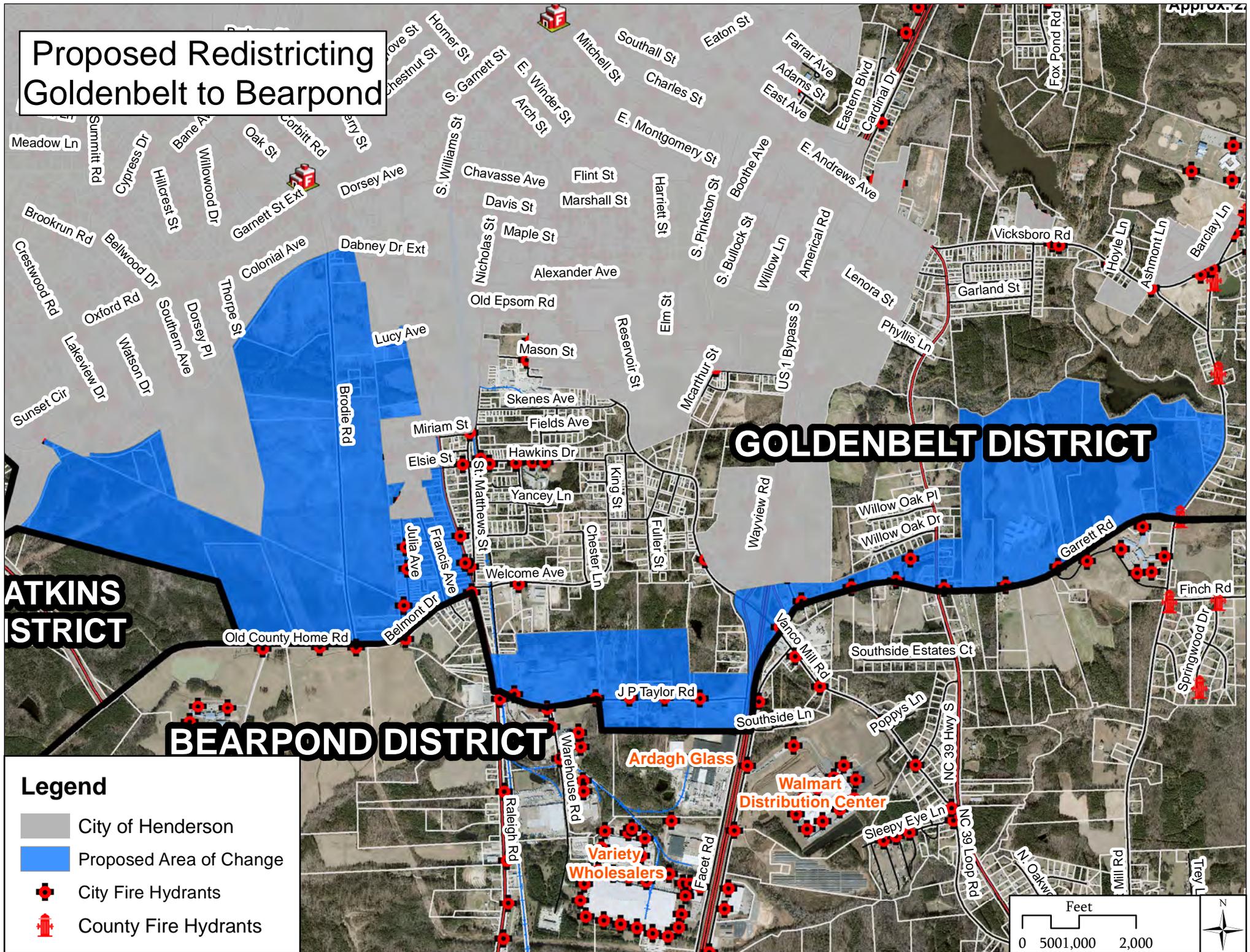
Jackson Royster Rd



Legend

- City Fire Hydrants
- Proposed Area of Change

Proposed Redistricting Goldenbelt to Bearpond



Approx. 2024

GOLDENBELT DISTRICT

ATKINS DISTRICT

BEARPOND DISTRICT

Legend

- City of Henderson
- Proposed Area of Change
- City Fire Hydrants
- County Fire Hydrants

Scale: 0 500 1,000 2,000 Feet

North Arrow

Ardagh Glass

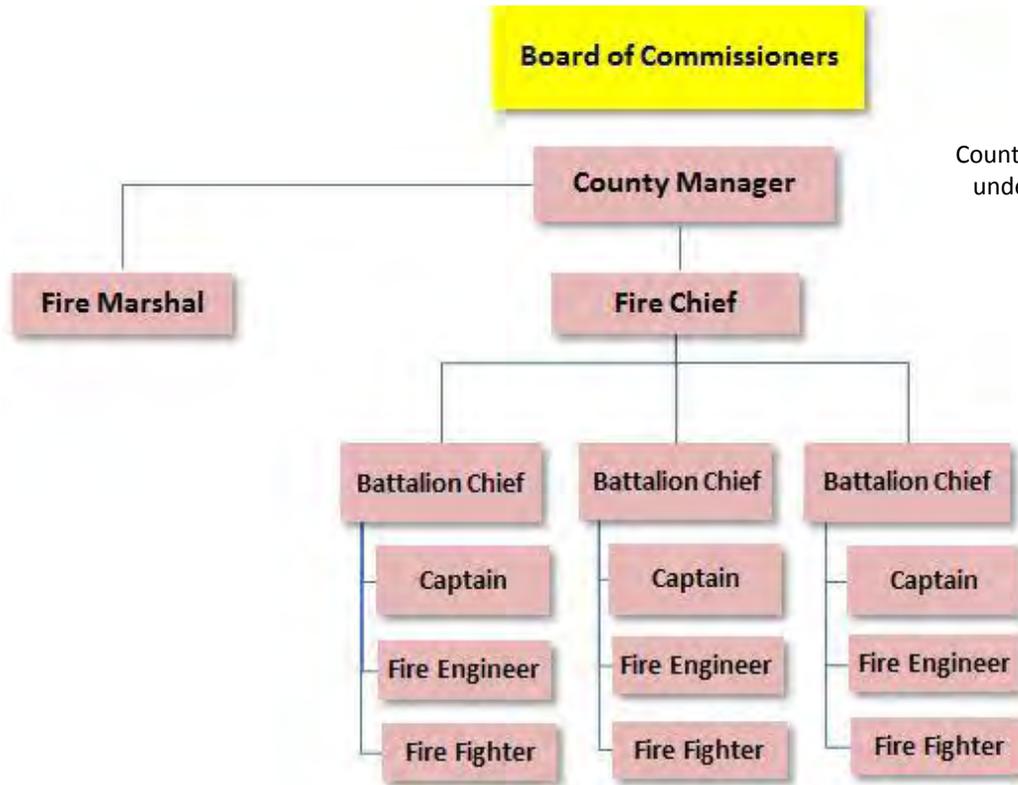
Walmart Distribution Center

Variety Wholesalers

County Fire Department (24/7) – Full Time, Career Status

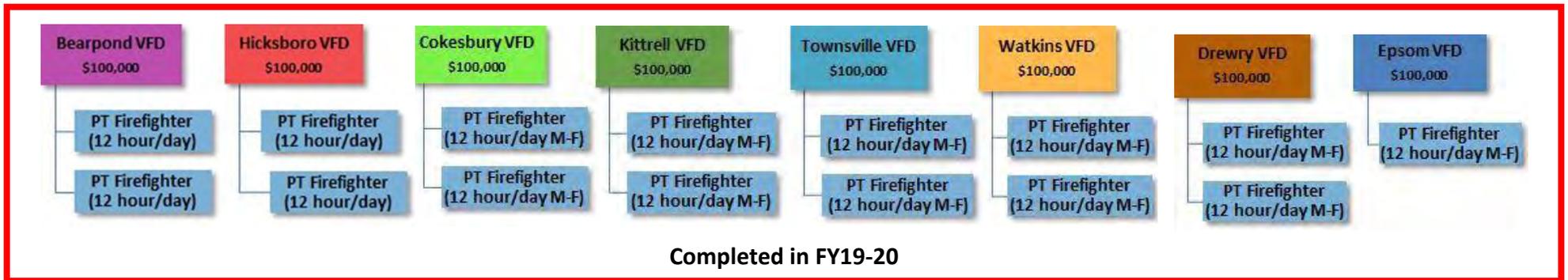
As per NFPA 1710 standards

Existing Scenario



County Fire Department remains in Goldenbelt District under the management of the county manager and control of the Board of Commissioners

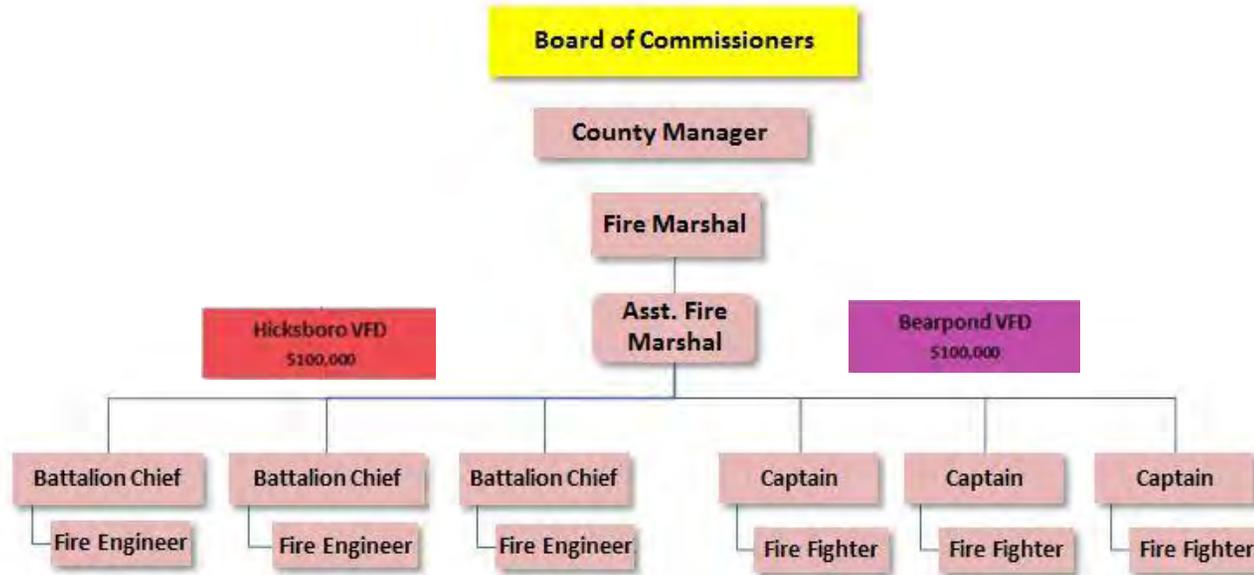
PT positions were added to Volunteer Fire Departments in FY19-20. The departments now have the lowest ISO ratings that will benefit residential property owners and response times have been improved dramatically.



Salaries funded by county
 Salaries funded by fire tax

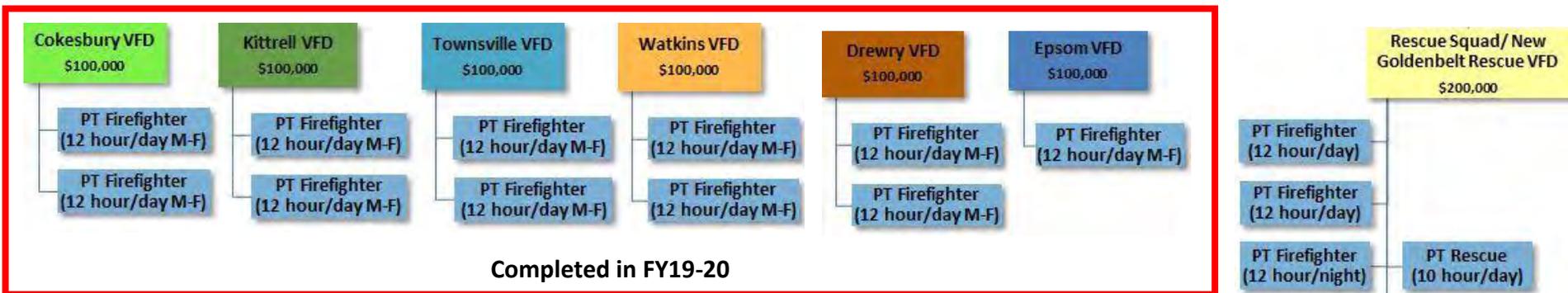
Fire Services Department

Commissioner
Brummitt
Proposal



County fire department is eliminated. Goldenbelt district becomes volunteer district with county fire staff split between Hicksboro and Bearpond VFDs. County staff remains county employees, but report to volunteer station under control of volunteer chief and nonprofit board.

PT positions employed by Volunteer Fire Departments as shown (completed in FY19-20)
Rescue Squad incorporates as VFD to take on Goldenbelt district (Receives \$200,000 base funding plus 6 PT positions)



Completed in FY19-20

Salaries funded by county
Salaries funded by fire tax

Prepared by: Jonathan S. Care, Attorney at Law, PA,
109 W. Montgomery Street
Henderson, NC 27536

NORTH CAROLINA
COUNTY OF VANCE

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2020, by and **Henderson Institute Graduates and Former Students Association, Inc.** (hereinafter "Institute") whose address is 620 Beckford Drive, Henderson, North Carolina, parties of the first part and **Vance County, North Carolina**, (hereinafter "County") whose address is 122 Young Street, Henderson, NC, party of the second part;

WITNESSETH:

WHEREAS, the Institute is the owner of record of a certain tract of land shown and delineated on that plat recorded in Plat Book "Z", Page 154, Vance County Registry and being further identified as Vance County Tax Parcel 0096 03025 (the "Institute Property"); and,

WHEREAS, the County is the owner of certain tract of land as described in Book 1371, Page 1133, Plat Book "Z", Page 154, Vance County Registry and being located adjacent to the Institute Property and being further identified as Vance County Tax Parcel 0096 03024 (the "County Property"); and,

WHEREAS, the Institute previously had a verbal agreement for the use of parking adjacent to their property on the land of the County when said property was owned by the Vance County Board of Education; and,

WHEREAS, the Institute has requested permission to the use of ten (10) parking spaces immediately adjacent to the Institute's property, such use being conditioned upon not interfering with any operations of the County or its departments and further only being between the hours of 6:00pm to 10:00pm Monday through Friday, and 10:00am to 6:00pm on Saturdays, Sundays and holidays.

WHEREAS the County is willing to provide a license to the Institute for the use of ten (10) parking spaces immediately adjacent to the Institute, subject to the imposed conditions.

NOW, THEREFORE, the County does hereby grant unto the Institute, a non-exclusive conditional license to the use of ten (10) parking spaces in the County paved parking lot situated immediately adjacent to the Institute's property, subject to the following terms and conditions:

1. The Institute agrees to use the above described parking solely for Institute use, and shall not attempt to let, rent, assign or permit use of the parking spaces for other purposes.
2. This license is limited in scope and time of use, and shall only be between the hours of 6:00pm to 10:00pm Monday through Friday, and 10:00am to 6:00pm on Saturdays, Sundays and holidays, subject to availability or prior use by the County, its Departments and their programming.
3. The Institute agrees not to block, impede or otherwise attempt to dissuade members of the public from utilizing the parking area located on the County Property.
4. Each party hereto shall be responsible for the maintenance and upkeep of the

- improvements located on its respective property.
5. This Agreement is a license, and may be terminated by the either party with 30 days notice.

IN WITNESS WHEREOF, each party herein has set their hand and seal the day and year first above written.

Henderson Institute Graduates and Former Students Association, Inc.

By: _____ (SEAL)
Name: _____, President

Vance County, North Carolina,

By _____ (Seal)
Gordon Wilder, Chairman

State of North Carolina
County of Vance

I, a Notary Public of said County and State aforesaid, certify that Gordon Wilder, Chairman for Vance County Board of Commissioners, personally appeared before me this day and acknowledged the execution of the foregoing instrument on behalf of Vance County, North Carolina, a Body Politic.

Witness my hand and official seal, this _____ day of _____, 2020.

Notary Public
Print Notary Name: Kelly H. Grissom
My commission Expires: 09/24/2021
(Notary Seal)

NORTH CAROLINA
COUNTY of

I, a Notary Public of said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing Agreement for the purposes therein expressed.

Witness my hand and Notarial seal, this the ___ day of _____, 2020

Notary Public _____

My commission expires: _____

GREEN RURAL REDEVELOPMENT, INC.



PROPOSAL

Support the development of a holistic wellness culture in the rural Kerr-Tar Region of North Carolina



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INTRODUCTION

This document is prepared for and presented to the Vance County Manager and the Vance County Board of Commissioners.

Green Rural Redevelopment, Inc. (GRRO), a 501(c)(3) tax exempt organization is proposing to enter into a good faith negotiation with Vance County for an occupancy lease for the approximately 9,000-10,000 square foot commercial kitchen and cafeteria facility located at the decommissioned Eaton-Johnson School campus, situated at 500 N. Beckford Drive Henderson, NC 27536.

Attached are 3 appendices that are references for the proposal detailed in this document. Please note that on appendix C, the Feasibility Study, we have included sections of the study that are pertinent to the audience addressed in this proposal. Sections excluded contain internal information that does not impact this body's ability to understand and consider our proposal.

We appreciate your attention to this proposal, and look forward to the next steps necessary to negotiate this partnership.

Henry B. Crews

Henry B. Crews
Executive Director
Green Rural Redevelopment, Inc.

04/20/2020



ABOUT GRRO

Green Rural Redevelopment Organization, Inc. is a tax-exempt organization that is governed by a diverse Board of Directors selected from the communities we serve. [SEE APPENDIX A]

GRRO's Mission is to positively impact our community by providing avenues of economic development using food agriculture and food supply chain economics in the face of persistent poverty; access to fresh, healthy foods for vulnerable members of the community; and support for health providers to reduce certain chronic diseases through patient access to better, fresh foods. These identified needs are easily found in the various statistics measuring income, health outcomes, occurrences of and death rates from chronic diseases and life expectancy among the populations in our catchment area -- Vance, Warren, Granville, Franklin and Halifax Counties in North Carolina.

For the past 8 years, GRRO has worked to create a community-based healthy food system pipeline that generates income and gets fresh, locally grown/raised vegetables, fruit, eggs and protein to area residents in need, through evidence-based community programs.

This healthy food system begins with local area small farmers that grow and raise produce and livestock, and culminates with selling their harvests to GRRO, who distributes the produce to the community through our various fresh, healthy food programs. The need to support the most vulnerable residents with ways to earn income and access fresh, healthy food continues to grow, and GRRO is uniquely structured and qualified to meet this growing

need.

Despite the area's agricultural history of growing food crops and raising livestock, the availability of fresh, affordable food has been reduced because of the farming shift to raising commodity crops for export (feed corn, soybeans, tobacco, etc.). This reduction in the availability of fresh produce at the direct farm-to-consumer level, coupled with this being a rural area with no public transportation system has resulted in much of the area being designated a food desert by the U.S. Department of

Agriculture and the American Nutrition Association. The criteria used and the research have shown a direct correlation between poverty, reduced access to fresh, quality foods and higher occurrences & death rates from certain chronic diseases. GRRO is working to change this equation. [SEE APPENDIX B]



We focus on three issues at the grass-roots level: poverty and the need for income generation; food insecurity; and a high occurrence of chronic diseases in the population.

Creating a Holistic Wellness Culture in Rural NC Communities



WHY IS THIS IMPORTANT?

There has been an increase in the demand for our services, GRRO has built a series of dynamic partnerships to create a healthy food institute in Henderson, NC. The new GRRO Good Food Institute



The Kerr-Tar Region of North Carolina is home to 2.2% of North Carolina's population. This area boasts almost 1000 new or beginning farmers that may prove important to reviving this rural region.

will allow GRRO and our food and fresh produce to more opening the GRRO Good Food Institute, supports and expands the reach of the

partners to expand our ability to provide healthy members of our community who are in need. By GRRO will have a well-equipped food facility that organization's mission.

The Need: There are three primary needs that will be addressed by our proposed program and facility expansion:

1. The need to expand GRRO's programming of healthy food generation and distribution to improve the overall health and health outcomes of our residents.
2. The need to create opportunities for economic development, job creation, and workforce development for the residents of our catchment area.
3. The need to create a commercial community food hub in Henderson that will provide the necessary crop and food storage and prep facilities to support the expansion of GRRO's many healthy food programs that are so needed in our rural catchment communities.

Opportunity: The opportunity here is to create a critically needed community food resource for our rural areas that are in recognized food deserts. This is also an opportunity to complete the establishment of the Eaton-Johnson Campus as a central resource for community service programs.

By joining the Vance County Department of Social Services and the Vance County Senior Center on the campus, GRRO's expanded healthy food and nutrition program services will complete a holistic



resource campus for the deserving residents of our area. Significantly, GRRO is uniquely able to provide the healthy meals and nutritional support that will be supported by the upcoming Healthy Opportunities Pilot that will transform Medicaid; GRRO has years of experience addressing one of the most important social determinants of health—good nutrition.

Mission: Our mission is to ultimately reduce the amount of food insecurity in our communities by making more fresh, healthy foods available, and to reduce the occurrence and impact of certain chronic diseases that are prevalent in our communities—Type II Diabetes, Malignant High Blood Pressure, Heart Disease and Obesity--all of which can be controlled, reversed or prevented by better food intake. Central to our business model is economic development, directly related to purchasing 30+% of our produce from local area larger traditional farms and micro market farms and the creation of up to 22 jobs.

Solution: The solution is to organize and operate the GRRO Good Food Institute, a commercial kitchen and co-packing facility for GRRO to expand its operations and programming in the 5 County Kerr-Tar Region.

WHAT BUSINESS VALUE DOES THIS BRING?

GRRO has been recognized as an innovative organization that delivers program results and does so with a philosophy of strategic partnerships and community accountability. We have presented funders with our proposal not simply as an application for a grant, but as a proposal to invest in GRRO to create an important community resource that is not available elsewhere. Funders have responded positively, resulting in GRRO raising over \$800,000 in funding to support and expand our programming in Vance County and the rest of the Kerr-Tar 5 County Region. We are currently working with Managing Director of The Fair Food Fund to access additional funders/investors and valuable technical assistance for our expansion. The GRRO GFI brings business value to the area in a number of different ways.

- If we addressed this question from the perspective of **economic development** in a significantly job-depressed area, the ability to expand GRRO's aggregation of small area farms with a sustainable marketplace for selling their food crops helps to renew our efforts to empower residents who are eager to succeed in new models of sustainable farming. Further, the food hub will require up to 22 staff positions, all new jobs to the marketplace.
- From the perspective of **reversing/reducing food insecurity**, our programs are designed to address and fill the needs of the most disenfranchised in our communities. Our programs do not simply distribute food. They fill the gaps that define our communities as food deserts and create opportunities for participants to improve different aspects of their lives. GRRO's healthy food programs are based on improving lifestyle choices around food access, shopping, storage, healthy meal preparation; and provide affordable options to including more fresh produce when shopping for their families.
- The issues of **healthcare, access and cost controls** are prominent drivers in GRRO's healthcare provider support programs. We partner with local hospitals, medical practitioners, clinics, and



public health departments to introduce healthy, unprocessed foods (fresh fruit, vegetables, eggs, chicken, etc.) into their patients' diets as an integral part of their medical treatment and health improvements.

An investment in better nutrition to reduce the impact of chronic diseases on area residents will result in significantly reducing the healthcare costs associated with treatments for type II diabetes, high blood pressure, heart disease, obesity and certain cancers. Changing the health outlook for our communities and creating an overall culture of wellness will pay out in great dividends.

Expected Returns: The expected returns from this program and facility expansion are manifold:

1. The lease for the space occupied by the GRRO Good Food Institute will generate income for Vance County.
2. Jobs will be created in our area, as the food hub will require a staff of 10 to run the GRRO Good Food Institute, with the potential for an additional 10-12 jobs to be created, related to the production line needed for new business development; the facility could also be made available for contracts with other businesses.
3. These new jobs will add more purchasing power and tax revenue to the area economy.
4. Area farmers will have a newly-created market for the sale of the produce and other agricultural products they grow or raise.
5. There will be a reduction in the number of individuals and families that are food insecure in our area.
6. There will be trackable improvements in the health and wellbeing of more of the population in the rural communities we serve.
7. This should result in lowering the amount spent on healthcare in this area, whether from out-of-pocket, private insurance or Medicaid resources.

HOW DO WE MAKE THIS HAPPEN?

GRRO has, in various stages of development and delivery, multiple programs designed to provide different segments of our communities with healthy, fresh foods:

GRRO Farm School/Vance Granville Community College: We are expanding our farm school program in a collaboration with the local community college. The college is seeking a partnership with GRRO to provide classroom and hands-on training with their agriculture department. Additionally, GRRO works with area churches and other organizations to conduct farm school classes and seminars to install and maintain food gardens. GRRO has already trained some 30+ micro-market farmers through the farm school and has a waiting list of interested students.



GRRO Wellness on Wheels Mobile Healthy Food Pantry: GRRO is an agency partner with the Food Bank of Central & Eastern NC and will use their healthy food boxes to expand the types of foods we can offer to our various healthy food programs. Our innovative model fills the service gap by providing door-to-door delivery of healthy prepared and frozen meals and pantry distributions to rural home bound individuals. The Food Bank provided GRRO with 100 healthy food boxes to seed the launch of our Mobile Healthy Food Pantry. Our ability to split the boxes and augment with locally sourced fresh produce, eggs and fresh protein will benefit more people in the community.

Food Rx Program: This is GRRO’s health provider partnership program that changes the concept of medical treatment for diseases such as Obesity, Type II Diabetes, High Blood Pressure, Heart Disease, etc. Working with the providers, GRRO’s nutrition team creates pantry distributions tailored to aid the patient in their health access to GRRO’s Food Rx lifestyle support programs is through enrollment by participating doctors, via a “prescription” for a medically-directed nutrition distribution. So far, participants have tracked some 600+ pounds of weight loss and some have eliminated or reduced the need for some medications.



GRRO'S refrigerated mobile farmer's market is well-recognized and highly regarded as a healthy food resource in the community.

Farm to Head Start Fresh Food Fridays: Working with Franklin Vance Warren Opportunity, the administrators of the area’s Head Start Program, GRRO has created a pilot program to introduce fresh produce and other healthy, locally sourced meals for their centers’ nutrition program.

We have also created curriculum and special activities that teach and reinforce healthy eating choices. This new partnership will also involve providing convenient monthly access to our refrigerated mobile farmers market and healthy pantry market for Head Start families, the majority of whom qualify for food assistance programs.

Hospital Community Cardiac Para-medicine Pilot: Partnering with the local rural hospital, GRRO will pilot this program that provides post-discharge nutritional support for cardiac patients. Patients will receive 7-10 days of healthy prepared and frozen meals, and up to 6 monthly pantry distributions from our Food Rx Program. These patients will also receive healthcare support services from the hospital’s cardiac paramedic. The pilot is designed to track the health outcomes of these interventions, and to prevent re-admissions within the first 30-45 days of discharge.

Diabetes Prevention Lifestyle Program: In one of our partnerships with the Granville Vance Public Health Department, GRRO has assembled a 6-member team who is trained as Certified Diabetes Prevention Lifestyle Coaches. GRRO will be able to conduct ongoing programs designed to help adults with a diagnosis of Pre-Diabetic Condition to prevent the onset of Type II Diabetes. The GRRO

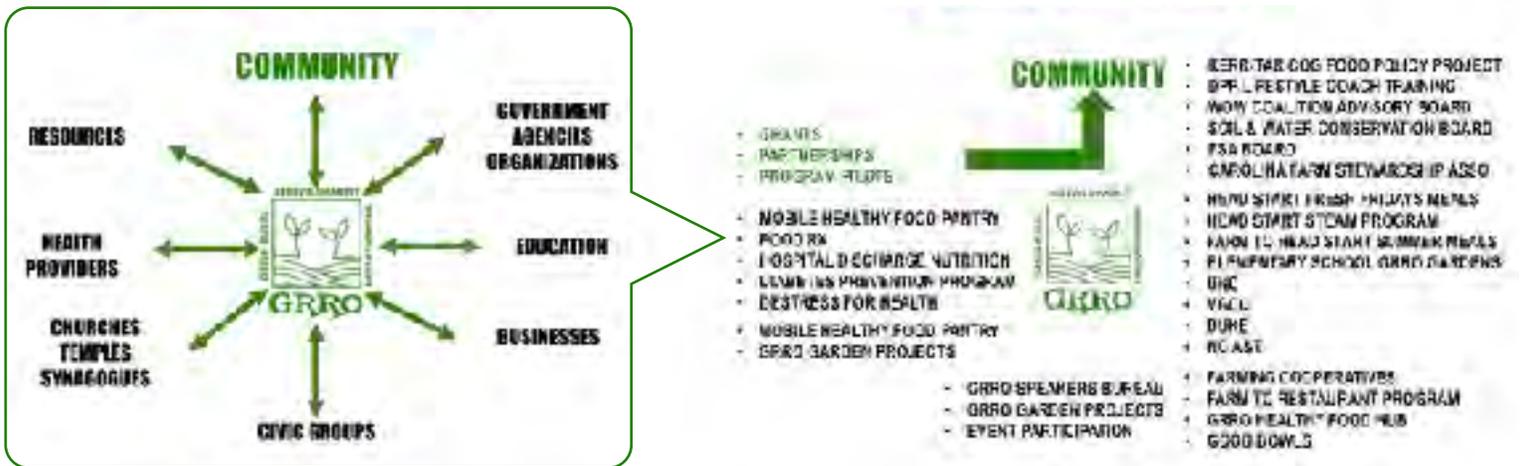


DPP program will include distribution of healthy food bags designed specifically for a low-sugar, low-carb diabetic diet.

Good Bowls: Our partnership with this Chapel Hill food company will result in us creating healthy food bowls based on regional food culture and healthy kid meals for use in our Farm to Head Start program. Our partner will also source fresh produce ingredients from GRRO's local farming cooperative, Southern Sustainable Initiative (SSI). We are currently in talks with Good Bowls about moving production for their products to a location in our rural area, specifically at the new GRRO Good Food Institute.

KEY PARTNERSHIP ENGAGEMENT

GRRO's central operational philosophy is guided by the principle of systems engagement. Every community functions through a network of partnerships formed with other organizations, agencies, government offices, medical providers, religious congregations, educators and civic groups. We use these partnerships to contribute significantly to the work we conduct to aid in economic development, food system development, and the amelioration of hunger and chronic disease in our community.



GRRO has fostered key partnerships with the following local organizations:

The City of Henderson: *The City of Henderson has partnered with GRRO programs, including farm school and the mobile markets.*

Vance County, Warren County, NC: *Our partnership with Vance & Warren Counties is part of our micro-market farm development by providing some County-owned properties, and partnering with the Counties' Cooperative Extension Programs to get resources out to the interested communities.*

Franklin Vance Warren Opportunity: *We have partnered with the Head Start Program to pilot the Fresh Food Friday healthy nutrition program to introduce fresh produce and freshly-prepared healthy meals at Henderson, Haliwa-Saponi and Soul City Head Start Centers. Our expansion will also allow us to work with the Career Up Program, a Federal Community Services Block Grant program to identify, train and employ individuals in various capacities in the community.*

Kerr-Tar Regional Council of Governments: *We have partnered with the Regional COG to create a comprehensive food agriculture and supply chain policy for the area's 5-year economic development plan. We are also exploring how to provide support for the home meals delivery program for low income senior citizens who are homebound.*

Beckford Medical Clinics: *These two rural medical centers have partnered with GRRO to provide our Prescription Produce Program services to their patients.*

Maria Parham Health: *We have partnered with Maria Parham Health to pilot the Community Cardiac Para-medicine Program and install an organic micro-market farm on the hospital campus.*

Granville-Vance Public Health Department: *6 of GRRO's associates have been trained as Certified Lifestyle Coaches to facilitate a Diabetes Prevention Program for Vance, Granville and Warren Counties. This program will also incorporate fresh produce and healthy food support.*

Vance-Granville Community College: *VGCC has agricultural courses that they would like to offer off-campus, in collaboration with GRRO's Farm School.*

Duke University: *Our partnership with Duke is related to health studies and community classes, for which we recruit participants and provide healthy food bags.*

North Carolina State University: *Professor Kofi Boone at the School of Architecture Design Studio, and his classes are providing landscape architectural usage design services for the new GRRO Good Food Institute.*

North Carolina A&T State University: *Our partnership with NCA&T revolves around GRRO's experience with micro-market farming & small farm equipment and systems.*



Food Bank of Central and Eastern North Carolina: *GRRO is an agency partner with the Food Bank. With an initial award of 100 healthy food boxes, and a pricing agreement for subsequent boxes, GRRO has been able to diversify the types of healthy foods we provide.*

Area Congregations in Ministry (ACIM): *GRRO is partnering with this non-profit food pantry to aid in the delivery of pantry distributions to home bound persons within their catchment area in Granville County. The two agencies are also partnering to coordinate preparing and delivering hot and frozen meals to homebound individuals.*

Good Bowls, LLC: *This Chapel Hill-based private enterprise has partnered with GRRO to create healthy frozen bowl meals designed around local/regional food culture(s) and kid bowls for distribution through our programs. Our partnership has been recognized by the Wallace Institute and was chosen as one of three organizations in the US to participate in their Gamechangers Lab to build our system of collaboration.*

Community Food Lab: *Erin White, the principal and founder of this firm is a food systems architect. GRRO's work with this group began with our partnership on Project 40, an Institute for Emerging Issues cohort at NC State University. Erin has taken the lead in designing the space, operations systems, and the budget estimates for the new enterprise.*

By operating our programs from a commercial community food hub with ample refrigerated, freezer and dry storage, food preparation equipment, and with the ability to hire the skilled staff necessary for managing the facility and programs, GRRO will have turned the corner to becoming a sustainable organization with the capacity to deliver expanded services.

THE ASK

The ask is to negotiate a good faith agreement between Green Rural Redevelopment and Vance County that leases the kitchen and cafeteria space (approximately 9200 square feet), and the kitchen equipment contained therein.

GRRO requests that we enter into discussions with key decision makers in the City of Henderson and Vance County to move our operations to kitchen portion of the decommissioned Eaton-Johnson School campus. We believe that joining the County Social Services Department and the Council of Governments' Senior Center on the campus will make the GRRO Good Food Institute even more accessible to our community given our proximity to these regularly-visited resource facilities.

Our redesign and use of the commercial kitchen facilities there will allow GRRO to expand our programs and services, conduct training and other events related to our mission and create a new food storage, processing, preparation and distribution hub that will greatly benefit our community.



FEASIBILITY STUDY UPDATES

Prior to undertaking this expansion project, GRRO hired Community Food Labs, a food systems architecture firm to conduct a comprehensive feasibility study and an operational analysis recommendation. [SEE APPENDIX C]



GRRO commissioned a feasibility study with a thorough analysis of the proposed GRRO Good Food Institute. Included in the analysis are in-depth operational recommendations for the new community resource.

In the 10 weeks since the feasibility study was completed, GRRO has worked on the critical moves identified in the report, particularly those on page 7 of that document:

1. Finalize Year 1 agreement with Vance County Head Start for meal sales and kitchen use
 - *GRRO is currently partnered with Franklin Vance Warren Opportunity, Inc. to re-design the nutrition program offered by that agency's 9 Head Start centers in the Kerr-Tar region. The team is also designing a nutrition pilot program to support the Head Start learners and their families throughout the pandemic and the Summer months, ensuring their access to nutritious meals and healthy foods.*
2. Hire chef and nutritionist
 - *The following individuals have been hired to join the GRRO team:
Dr. Kathryn Cole, Nutritionist
Evelyn Alston, Chef*
3. Join the Food Bank's emerging Vance County food pantry network conversations
 - *GRRO has been working the The Food Bank of Central & Eastern NC to coordinate the launch of the new GRRO GFI Mobile Food Pantry. Progress on the network conversations have taken a different direction, given the emerging needs caused by the pandemic. Discussions are ongoing with Area Christians Together in Service (ACTS), Area Congregations In Ministry (ACIM) and The Salvation Army of Henderson to coordinate pantry and prepared meals activities in our communities.*
4. Negotiate lease terms with Vance County for Eaton-Johnson kitchen
 - *Currently being worked on.*
5. Develop agreements with anchor customers for prepared meals
 - *Currently being worked on.*



6. Raise remaining grant funds needed to support five-year plan
 - *GRRO is currently working the the managing director of the Fair Food Fund, a funding organization focused on investment and technical assistance for food system organizations and businesses.*

7. Begin operations at Eaton-Johnson school site
 - *This is the goal.*

On page 16 of the feasibility study, the analysis suggests one business opportunity would be for GRRO to rent out the commercial kitchen in a “shared kitchen” model. **This is not the model that would be employed.** The GRRO GFI will be operated entirely by GRRO staff. Contracts for use of the facility will be fulfilled by the GRRO commercial kitchen team(s).

On page 31 of the feasibility study, the discussion on parking suggests the use of the Eaton-Johnson parking lot. After discussions with both the County Manager and the City Manager, GRRO has obtained permission to utilize the 10 parking spaces located at the Henderson Institute Museum.

PROPOSED BUDGET & FINANCING

The following partner funders have already committed to funding the initial 3 years of this project:

BlueCross BlueShield of North Carolina

Z. Smith Reynolds Foundation

The Conservation Fund/Resourceful Communities

TOTAL FUNDING RAISED TO DATE: \$830,000

By the end of year three of operations, the GRRO GFI projects that our contracts will generate approximately \$1.5 Million in revenue annually, and the organization will become self-funded, not fully dependent on grant funding for our operations. *[SEE APPENDIX C, PAGE 15]*



APPENDIX A

GRRO BOARD OF DIRECTORS 2019-2020

<u>Board Member</u>	<u>Position</u>	<u>Area</u>	<u>Occupation</u>
Archie B. Taylor, Jr.	Chairman	Henderson	Vance County Commissioner
Carlton Gay	Vice Chairman	Greenville	EXCEED, Inc. Chief Admin.
Logan Darrensburg II	Treasurer	Warrenton	Accountant/Comptroller
Rev. Dr. David Vellenga	Secretary	Henderson	Pastor, Nutbush Presb. Church
Bishop Marion Barnes	Member	Greenville	Retired Pharmaceutical Supervisor
Eva Clayton	Member	Warrenton	Retired U.S. Congresswoman
Philip Farland	Member	Bertie County	Retired FSA Director
Dr. Shauna L. Guthrie	Member	Henderson	Med. Dir., Granville/Vance Health
Andrea Harris	Member	Henderson	Self Help Credit Union Fellow
Heather Joi Kenney	Member	Henderson	Attorney
Monica Satterwhite	Member	Oxford	Workforce Development Agency
Grace Summers	Member	Greensboro	Small Farm Agent, VA State Univ.
Delores Talley	Member	Henderson	Retired Educator
J. Henry Banks	Member	Henderson	Retired District Court Judge

GRRO TEAM

Henry B. Crews, Executive Director

Lucette Mercer, Deputy Director

Ardis Crews, Operations Manager

Dr. Kathryn Cole, Nutritionist

Evelyn Alston, Chef

Tanya Branch, CPA, Finance Manager



APPENDIX B

REGIONAL DEMOGRAPHIC & HEALTH DATA

The importance of having a resource that expands GRRO's work in the area can best be seen through the 2019 demographic, health and financial data on the populations at the county level in North Carolina. Pulled from the NC Department of Health & Human Services' aggregated data sets and U.S. Census Data, you will find that when comparing the profile data for our catchment area to the average for the State of North Carolina, the need is easily recognized:

Demographics:

- The population in our catchment area tend to be older, with the percentage of our 65+ population being 18% higher than the NC state average.
- In our catchment area, there is a 41% higher occurrence of food insecurity than is found on average in North Carolina (24% vs 17%).

Economics:

- 2 of our counties, Vance (96) & Warren (94) rank at the bottom 10% of the State when looking at social and economic factors.
- The median household income in our region is 30% lower than the overall NC state average (\$38,757 vs \$50,320).
- The employment rate for persons 16 and older is 7.5% lower than the NC state average (53.9% vs 61.4% employed).

Health Stats:

The majority of counties in our service area have very poor health outcomes.

- In the State Health Outcomes County rankings, 2 of our counties, Franklin (35th) and Granville (25th) ranked in the top 1/3 of NC counties, while the remaining 3 counties, Halifax (91st), Vance (98th) and Warren (89th) ranked in the bottom 20% of NC counties.
- Our populations have a 21% higher rate of adults in poor or fair health compared to the average for NC (21.8% vs 17.6% of the population in poor or fair health).
- Our communities have 19.4% more physically unhealthy days than NC on average (4.3 days vs 3.6 days of poor physical health).
- 36.2% of the residents in our area are obese; this is 22.3% greater than the average rate of obesity in North Carolina, which is 29.6%.



FEBRUARY 2020



GRRO Healthy Food Hub: Feasibility Analysis & Operational Recommendations

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This report produced by Community Food Lab, and was written by Jodi Hart and Erin White.

1 INTRODUCTION

EXECUTIVE SUMMARY

The goal of this report is to provide actionable and accurate information to GRRO and its partners as they move forward with decisions to develop a Healthy Food Hub in Henderson, North Carolina. The project, as imagined, combines revenue-generating food programs with community-serving food donation programs to create a self-sustaining model for community nutrition, health, and economic development.

The analysis in this study includes a multi-faceted approach to building confidence in a project. We studied the project from numerous angles, asking at every point whether we saw insurmountable barriers or causes for concern, or whether this project presented a feasible opportunity for GRRO to reach its goals.

Our view, after completing the in-depth analysis presented here, is that this project is well-positioned to move forward, with the assumptions that key milestones and "Critical Moves" are taken on in a timely way. The project boasts strong in-hand grant resources, a proven record of grant development, vibrant networks and partnerships, and a viable core business model. If GRRO can build on these resources and pull the needed pieces together, we believe the project will generate a lasting impact for Henderson, Vance County, and the region.

Based on our analysis and study, we recommend that GRRO continue moving ahead with the development of the Healthy Food Hub as described here.

THE BIG IDEA BEHIND THE PROJECT

GRRO is developing a hub kitchen in Henderson, North Carolina, where they can build a prepared meals business that will provide healthy food to seniors and youth, support area farmers, create jobs, and generate enough revenue to operate non-profit food pantry and food prescription programs.

PURPOSE OF REPORT

This document is presented to assist GRRO, its partners, and funders in making investment, management, and operational decisions relating to the redevelopment of the Eaton-Johnson school kitchen into a Healthy Food Hub.

The study results presented include a comprehensive investigation of multiple factors required for a successful project. Enough investigation has been completed to help GRRO and its partners make a decision to move forward. There will be further analysis needed, of course, as the project moves forward. Closer cost estimates for kitchen renovations, equipment, and food will be needed as the business gains clarity. New discoveries made during leasing, customer, and vendor agreements will present opportunities to adjust the model. The study presented here is the best current view of the project, at a level useful for making the decisions currently on the table.

This document is meant to show a viable path forward for the combination of mission-based activities proposed by GRRO, and it is meant to build confidence among partners that investing in these activities will result in effective long-term impact. This document is meant to convey that while there is a viable path forward, there are also enough diverse, inter-related activities to build flexibility and dynamism into the project's future. This flexibility is designed strategically, so that in the near-certain event that things don't happen as written, the overall project can shift and adapt and still find stability and success.

This document is intended to be used to increase confidence and buy-in among partners, and it is intended to be used by GRRO as a resource in their ongoing development process. It is intended to serve as a loose roadmap forward.

This document should also be seen as a warning. While it shows a viable path forward, the risks in any project like this are real and steps forward should be taken with great care. The included recommendations - the "Critical Moves" - and information help point a way forward to be taken with care. That is, this document should NOT be seen as an alternative to GRRO's continued critical decision-making, creative opportunism, or willingness to adapt and evolve in support of their mission.

Most of all, this document is meant to show that this project has a viable future. Yes, things can still go wrong. Yes, not every detail can be known or mapped. But at this moment, there is enough strength in the GRRO Healthy Food Hub concept to move forward.

2 CRITICAL MOVES

The following list of what we call “Critical Moves” is presented as a set of major steps, or milestones, to move GRRO along a thoughtful sequence of steps to realize a successful Healthy Food Hub. These Critical Moves are the catalytic steps that unlock numerous follow-on activities and build the overall progress for the project.

Unless and until GRRO achieves these Critical Moves, the project will face serious and in some cases disqualifying barriers. For instance, if in Year 1 no purchase agreements can be created with buyers of prepared meals, the whole project may need to be completely re-evaluated. Each of these Critical Moves carries that level of importance to the project's success.

While the sequence of some decisions and investments may have some flexibility, others have a more critical timing for the overall effectiveness of the project. Other steps are actually crucial for the survival of the project. The list here reflects our best thinking on not only the most important strategic moves in developing the project, but also the general sequence with which to accomplish these key steps.

CRITICAL MOVES

- 1 Finalize Year 1 agreement with Vance County Headstart for meals sales and kitchen use
- 2 Hire chef and nutritionist
- 3 Join the Food Bank's emerging Vance County food pantry network conversations
- 4 Negotiate lease terms with Vance County for Eaton-Johnson kitchen
- 5 Develop agreements with anchor customers for prepared meals
- 6 Raise remaining grant funds needed to support five-year plan
- 7 Begin operations at Eaton-Johnson school site

3 PROJECT NARRATIVE

ACTIVITIES & OUTCOMES OF APPROACH

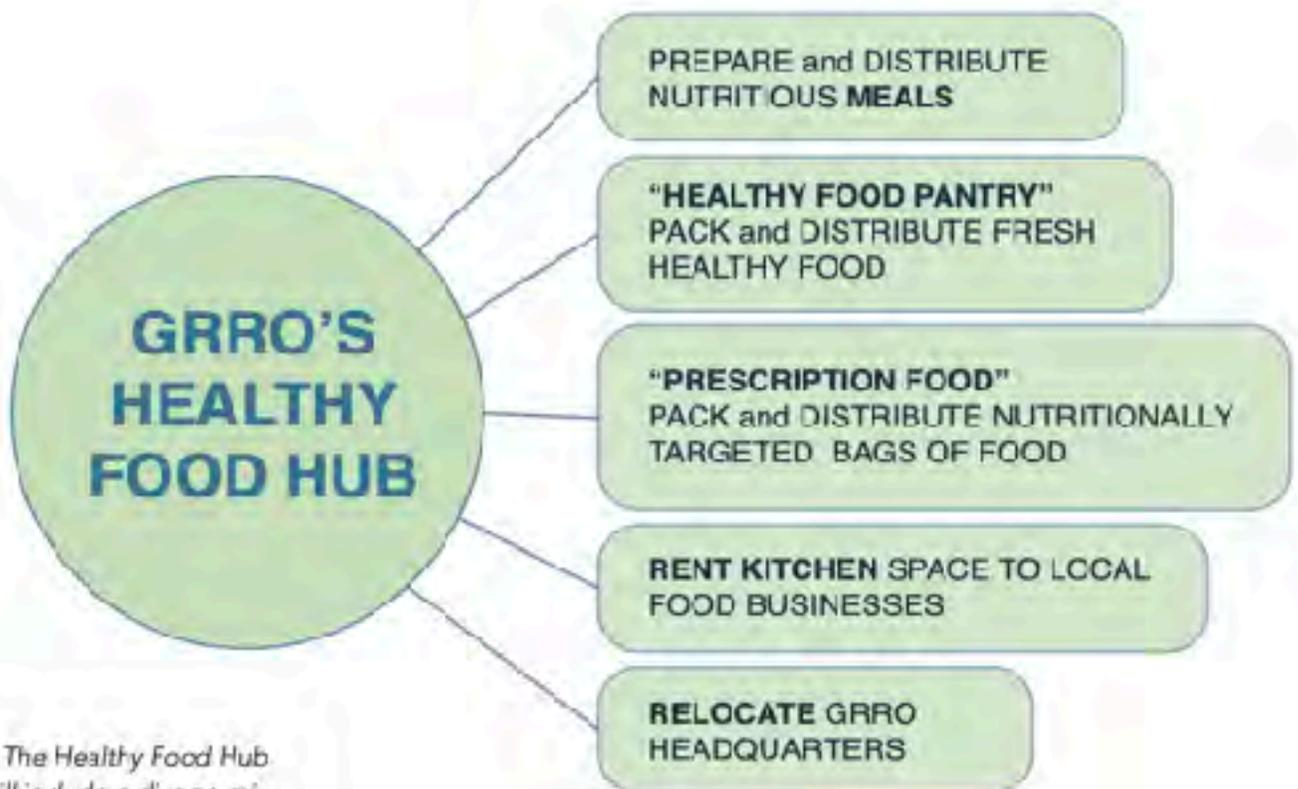
GRRO is pursuing the redevelopment of the school kitchen and cafeteria at the decommissioned Eaton-Johnson school in Henderson to support mission-based expansion of multiple food programs.

Key Project Goals

1. Generate enough revenue to support a sustainable model of mobile food pantry and community nutrition activity
2. Increase access to healthy food across a five-county area for people dealing with food insecurity, chronic diet-related disease, and low access to transportation.
3. Create economic opportunity through job creation and job training.
4. Build new markets for local farmers.
5. Support long-term neighborhood redevelopment by investing in the Eaton-Johnson school site

GRRO hopes to take on a lease of this facility from Vance County and move a significant portion of its operations to this site. Using this kitchen and cafeteria as a central facility, GRRO expects to:

- Prepare and distribute nutritious hot and frozen meals for seniors and headstart programs that utilize up to 30% locally-sourced food;
- Pack and distribute fresh healthy food through a "Healthy Food Pantry" model, targeting seniors with access challenges;
- Pack and distribute nutritionally-targeted bags of food as part of a food prescription program for low-income individuals struggling with diet-related disease;
- Rent kitchen space to other food businesses, or act as co-packer for other food businesses;
- Transfer certain administration and headquarters activities to the site.



The Healthy Food Hub will include a diverse mix of revenue-generating activity, donation-based community nutrition work, and administrative support space.

PROJECT TIMELINE

The project will be managed by a full-time operations manager, as well as a chef with a background in commercial food preparation and team management. By year five, these programs will have established a total of twelve full-time jobs, and will support an additional three rotating job training positions for local workforce development.

In Year One, it is expected that the Eaton-Johnson kitchen will not yet be available. However, through partnership with the Head Start program in Vance County, GRRD expects to fast-track their menu development and food processing activity by sharing space at the Headstart center. Volume may be low during this period, but the needed learning and organizational development can happen in a lower-stakes environment. At some point in Year One the school kitchen should become available, and all food activities should begin to ramp up.

The project will be heavily supported in Years One through Three by grants, with a growing percentage of operational costs provided by sales of meals, food prescription reimbursements, and facility rental. By Year Five, the meals preparation and food prescription programs are expected to be self-sustaining on a revenue basis. Facility rentals to other food business will contribute to overall facility costs such as rent, utilities, and maintenance. The food prescription program is expected to be internally supported in years one and two, with the possible launch of the Healthy Opportunities Pilot to provide support from there forward. Food pantry programs will require ongoing grant funding, with shared underwriting from other program profits.

The core financial engine to allow this range of mission-driven programs will be the meals preparation program. This meals program will pay for the facility and administration-level personnel costs that will allow the Healthy Food Hub to meet the project's key goals in a sustainable financial model.

The following timeline shows how key activities could unfold during Year 1, and suggests that by taking full advantage of Year 1 the project will be well-positioned to shift into full-scale operations and growth in Year 2. Further details of timeline and project management will be developed by the project team as it moves forward.

YEAR 1

- Hire **Chef and Nutritionist**
 - Begin **testing meals** at offsite kitchen
 - **Fresh Fridays** begins
 - Purchase critical **equipment** (such as sealer)
 - Begin piloting **Headstart meals** sales
 - Begin piloting **Seniors Meals**

- Gain **site control** for Ealon-Johnson School

- Begin needed **remodeling**
 - Create **food safety plan** for facility
 - Purchase and install **equipment**
 - Obtain needed **certifications**

- **Begin operations** at Ealon-Johnson School

Year 1 will be characterized by ramping up staffing and key partner and lease agreements, and preparing to move into the Ealon-Johnson school.

4 ACTIVITIES ANALYSIS

SETTLING ON A BUSINESS MODEL

The outcome of the analysis behind this document is the mixed model described above. Through the course of this study, however a range of activities and schemes were explored. A valuable part of the analysis consisted of the discarding of non-workable options, until a viable set of activities emerged. The following section describes key reasons certain activities were included or not in the final proposed model.

RECOMMENDED ACTIVITIES

Prepared Meals

This will be the core activity for the Healthy Food Hub, generating the most working revenue, the most jobs, the greatest reach of healthy food, and the greatest impact to small, local farmers. This activity fits most closely with the existing layout of the kitchen, and is best suited to working with likely customers in a five county region.

The concept behind this activity is that GRRO prepare hot meals in volume every Monday through Friday morning. These meals will either be transported in metal pans and insulated hot boxes to senior centers for on site congregate feeding, or to Headstart centers to be served to preschoolers. Some of the hot meals will be portioned into individual trays and distributed hot. Some of the individual tray meals can also be frozen, to be packed weekly and distributed to homebound seniors. The food program that this is modeled after is the Food Runners' Collaborative in Wake County (see sidebar).

In Year 1, as the Prepared Meals program begins work, the primary goals are to hire a chef to lead the program development, begin testing meals on a limited basis through the Fresh Fridays pilot, and formalize agreements with initial customers such as county level seniors programs and Headstart programs. Year 1 will allow a steep learning curve with limited risk, as small customer numbers will allow flexibility and trialing of different approaches. Year 1 cooking activity is expected to occur in the Headstart center in Henderson, where a small commercial kitchen is available.

Years 2 and 3 will include relocation of operations from the Headstart kitchen to the Eaton-Johnson facility (if it hasn't happened yet), an increase in number of days of operations, number of meals served, number of organizational customers, and number of job positions. Year 2 will also mark the beginning of the job training program, with an anticipated three trainees in the program at a time (to increase year by year). Year 3 is expected to end with nearly \$600,000

The Medicaid reimbursement program that is anticipated would come through the form of the Healthy Opportunities Pilot (HOP), a large-scale state-level grant program designed to pilot a new reimbursement program for comprehensive set of services designed to support the social determinants of health for Medicaid recipients. GRRO has been a key voice in one highly competitive grant application, and award of this Pilot grant is expected in the first half of 2020.

The Healthy Food Hub business model only relies on this grant in the area of Food Prescription. If the Healthy Opportunities Pilot does not come through, other project activities should not be affected, and GRRO certainly has the grant development ability to seek funding to expand Food Prescription independently from the HOP.

Healthy Food Pantry

This primarily mobile pantry will focus on those people struggling with food insecurity and limited means of transportation - that is, those unable to reach the traditional brick-and-mortar food pantries in the area. In addition to providing a mobile solution, the food offered will prioritize healthy fresh food. In addition, as the prepared meal program grows, GRRO will have the opportunity to deliver either hot or frozen meals as well as boxes of shelf-stable food and fresh produce.

The food delivered through this Pantry will all be donated to the recipients, as it would be in a traditional pantry.

Delivery of food may occur across multiple platforms. GRRO may task its own drivers with delivery. GRRO may build upon new relationships with the Community Paramedic program, in which GRRO would provide the Community Paramedic with food boxes to hand out as needed throughout the day. Other partners and delivery opportunities may also be explored.

Identification and locating of in-need recipients will be a critical factor in this program's success as well. Generation of distribution lists will occur through work and creative dialogue with multiple partners.



Comparison Project: Food Runners Collaborative

In their 2,200sf kitchen facility, Food Runners Collaborative prepares about 2,000 meals per day, Monday through Friday. The meals are distributed to about 30 stops for 6 different, mostly seniors-focused, organizations. Started as a purpose-built non-profit to jointly support the missions of Wake County Meals on Wheels and the Inter-Faith Food Shuttle, Food Runners is a fully self-sufficient operation selling meals to Meals on Wheels and other customers. Most of the food prepared is transported hot, in large pans, for congregate meals sites. The rest of the food is portioned into individually wrapped trays and either delivered hot or blast frozen at the Food Runners facility and delivered the following week. Food Runners typically delivers to organizational sites, not to individual homes. The partner organizations are responsible for transportation to homes.



The overall operation has an annual budget of \$2.2 million, employs 16 people, uses 5 unrefrigerated delivery vans, and is working at a sustainable scale near a natural maximum facility size of roughly 2,700 meals per day, at one shift per day. Staff turnover is reportedly quite low, possibly due in part to its generous wages and early shift hours that allow staff to take on other jobs or family responsibilities if needed.

Food Runners also occasionally produces box lunches for sale, and rents its unused kitchen time to the Inter-Faith Food Shuttle.

Key factors behind Food Runners' success include its clarity of activity and function, its built-in exclusive customer relationship with Meals on Wheels, and the quality of its operational leadership.

ACTIVITIES CONSIDERED BUT NOT INCLUDED

The activities and individual enterprises that were explored and discarded include a shared commercial kitchen, local food aggregation, and an on-site cafe to be located in the cafeteria.

Shared Commercial Kitchen

This activity would have made the kitchen, in whole or in part, available for hourly rental by any food business or community organizations. These kitchen models, where successful, can lead to increases in local food entrepreneurship, strong networks of supportive local business, and steady revenue to the kitchen operator. The considerations in managing a successful shared kitchen are significant, however. There are overhead requirements for and costs associated with scheduling, marketing, technical assistance to start-ups, sanitation, and general facility management. It was determined early on in the study that GRRO was uninterested in taking on the liability associated with managing and overseeing a busy shared facility. The typical pricing models for shared kitchen rent, in combination with the likely difficulty in recruiting a high number of area food businesses in Vance County, provided additional argument away from this activity.

(It is worth noting here, however, that the proposed model does call for selective rental of the kitchen space. The rental approach included in the proposed model consists of renting the entire kitchen during unused time to no more than one or two long-term tenants, thus eliminating the marketing and coordination overhead and the need for intensive tenant management associated with a typical shared kitchen. Some community benefits are forgone in favor of a streamlined rental model.)

Local Food Aggregation

One of GRRO's areas of expertise and interest is working to develop new markets for small farmers, and to support farmers in new farming models, such as the micro-market farm. Early on in Healthy Food Hub conversations the idea was explored of using the kitchen as a site for aggregation, packing, and distribution of locally-grown food as a way to continue GRRO's work in supporting local farms.

Initial reservations about this activity emerged, that included:

- Limited loading dock space, and the inability (without significant remodeling) to handle pallet loads of produce
- Problematic flow diagram in the kitchen facility, that would have necessitated a crossing-over of flow paths between unwashed 'dirty' produce and consumer-ready 'clean' food products. This crossing-over presents a serious food safety concern
- The time requirement to develop and manage multiple farmer relationships. While GRRO has had successful farmer relationships, the desired scale of the Healthy Food Hub would have required the number of relationships and produce lines to increase significantly, thus requiring a nearly full-time sourcing and local food coordination position.

REGIONAL OPPORTUNITIES

The following page presents a geographic angle on project feasibility. It examines how well placed the project is to potential customers and food sources, how well the food sourcing strategy would support local farms, and how advantageously GRRO is located in relation to the Eaton-Johnson school, downtown Henderson, and regional transportation networks.

SUMMARY ANALYSIS OF GRRO

The proposed Healthy Food Hub represents a *drastic expansion of operations* for GRRO, and a broad new area of activity. While these activities all align with GRRO's mission, the potential for risk is significant. However, based on review from multiple angles we believe that GRRO is well-positioned as an organization to make these expansions.

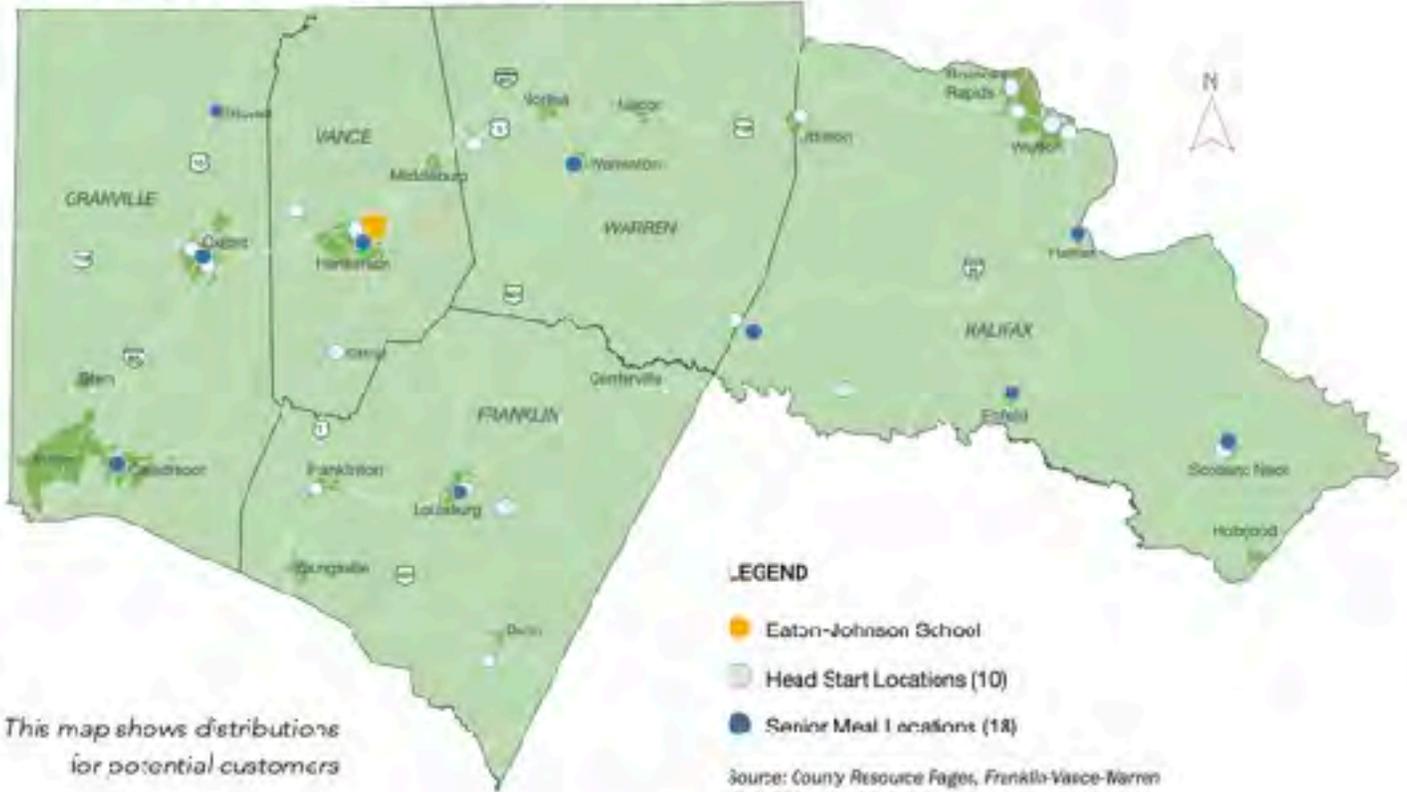
From a partner and program operation standpoint, GRRO is ready to expand its programs into this Healthy Food Hub. The ability of GRRO to develop energetic, visionary partnerships around creative programs is a strength that will serve the new project well.

Current staffing is clearly not sufficient to operate the Healthy Food Hub, but we feel that with smart, timely hires in key positions will provide GRRO the staff resources it needs to begin moving into these expanded operations. We see reason for caution when looking at current staffing resources, as there are disconnects between specific needs and skills, but with a thoughtful approach to staffing up this is not a disqualifying situation.

It is our recommendation that GRRO continue building its energetic network of partners around the core activities of the Healthy Food Hub. We also recommend that GRRO staff up as soon as a kitchen is available with a chef and part-time nutritionist.

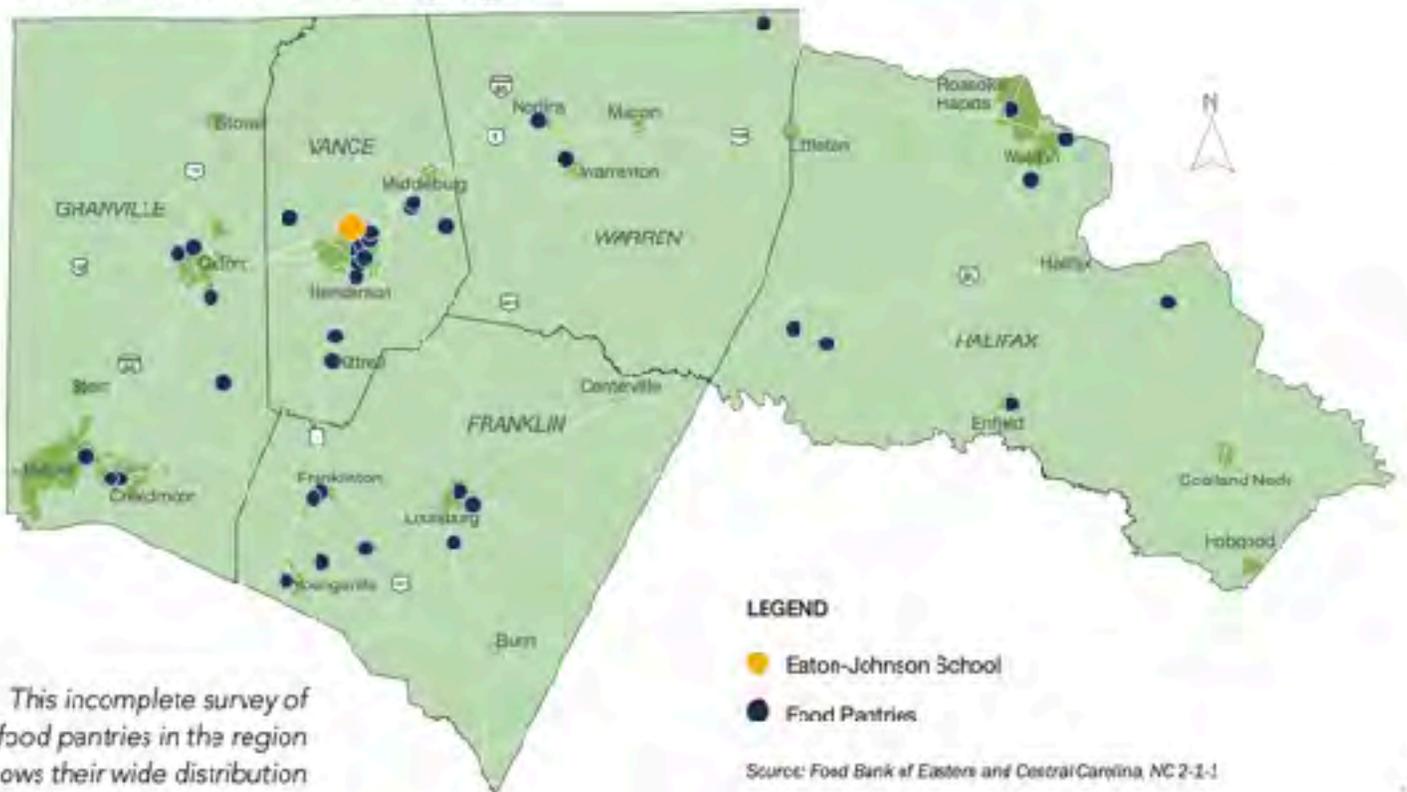
Our final organizational recommendation is that as GRRO moves through the initial stages of Healthy Food Hub development, it works to limit any other new initiatives. This may be difficult, as one of GRRO's patterns is a creative opportunism, but we feel that to the extent possible GRRO must work hard to stay focused on the Healthy Food Hub.

Head Start & Senior Meal Locations in 5 County Region



This map shows distributions for potential customers

Food Pantry Locations in 5 County Region



This incomplete survey of food pantries in the region shows their wide distribution

6 EATON-JOHNSON SCHOOL FACILITY



An aerial view of Eaton-Johnson School with existing uses.

FACILITY ANALYSIS

The Kitchen Space

Our analysis shows that the combined kitchen and cafeteria space at the Eaton-Johnson school will be sufficient to support the activities proposed in this study, with some concerns that should not pose insurmountable barriers.

The kitchen space of approximately 3500 gross square feet includes enough space, a double-width hood system, dry storage, dish room, and other features suitable for the proposed food activities. The only concerns with the existing kitchen are that the cold storage capacity may prove to be too small by years 2 or 3, and that the loading dock and exterior doors leading to loading dock may be so small as to create a pinch point in smooth movement of delivery trucks and goods. However, until the details of sourcing and daily schedules are determined, the degree to which the cold storage or loading capacity are an issue is unknown. At minimum, space should be allocated to place a future refrigerated walk-in. Future decisions should take these two issues into account. One additional concern regards provision of a locker room or changing room. It is recommended that such a space be created out of the current office and restroom area.

The cafeteria space of approximately 5,200 gross square feet will easily provide the space necessary for multiple activities such as workshops, classes, office work, and packing of food bags and boxes. The space itself could be subdivided relatively easily to create privacy and security between these uses. The concerns, however, by introducing these uses to this area include restroom facilities and entry/exit to the space for visitors, staff, and material.

Currently the only restroom in the kitchen/cafeteria area is in the rear of the kitchen. This will not be suitable for class or workshop participants, nor will the single toilet be sufficient if a larger group gathers. It is recommended that the GRRO proposal include access to the nearest set of bathrooms (just off of the bus entry lobby, or that GRRO construct a new set of bathrooms in one part of the cafeteria.

The access to the cafeteria area also poses a challenge if the large bus entry lobby can not be utilized by GRRO. This large lobby would provide an effective sequence of parking, entry, and welcome for visitors. In the event that this entry is not available, however, a continuous set of signs and pathways would need to lead visitors from the parking area around the outside of the loading area, under the covered breezeway, and into the exterior doors leading into the cafeteria. This path would need to be evaluated for accessibility.

If the cafeteria (or a portion of it) is used for packing food pantry boxes and/or food prescription bags, a safe and efficient route will need to be established to move packed boxes and bags from their packing and storage area to the loading dock.

Eaton-Johnson kitchen floor plan



Potential Remodeling

The drawing on the previous page shows a general approach to a minor remodeling of the kitchen space that may improve circulation of goods between the loading dock and the cafeteria, between the loading dock and the dry storage area, and will allow for future expansion of cold storage capacity. This includes removal of the existing office in the kitchen, and creation of space in the cafeteria for offices (can be through lightweight partitions or even an open office strategy) and a space for packing of food pantry and food prescription boxes. In addition, allowing space for another walk-in refrigerator will be important as a flexibility strategy for the future.

General Condition

After a cursory site examination, and with recognition that the kitchen has been in certified food service use within the past three years, it seems as though the space itself will not be difficult to re-certify as a food preparation space. Surfaces appear to be durable, light-colored and cleanable. Drains seem sufficient in number and effectively placed. Ventilation systems are in place. Lighting levels have not been reviewed, and higher output lights may need to be installed.

Overall, the kitchen and cafeteria seem to be in good condition for certification once a general cleaning, systems check, and upgrading occurs. This assumes the creation of a safety management plan to support safe food handling and facility practices. Any remodeling or additions to the space will need to follow a food safety specification to ensure compatible systems and surfaces.

Zoning

The site is zoned as Office-Institutional, which limits the types of principal activities that are permitted for the site. As long as the uses of the kitchen and cafeteria include a substantial mix of educational, office, and on-site food service use, we don't predict zoning challenges to the inclusion of meal preparation and food distribution for social services in the facility.

As principal use, for instance, no restaurant uses or manufacturing uses are allowed. However, because the entire site needs to fit into a single principal use, and the County services will represent the largest use, the GRRD operations should be considered secondary or supporting uses.

Additionally, because the GRRD operation does not propose an increased footprint of food manufacturing space, and instead intends to simply continue the original kitchen's original activity, we feel that the GRRD activity should fall within zoning allowances.

A recommended step, however, once negotiations are opened with the County about leasing the space, will be to contact County Planning to discuss in detail any issues with zoning and use for the facility, and obtain clear direction and/or approval for the planned GRRD activity.

Parking

Parking appears to be sufficient, pending investigation into neighbor's needs. GRRO's parking needs for activities include a total of 26 parking spaces for 10-12 staff cars, up to 4 vans, and up to 20 visitor cars. Visitors likely to include participants in classes and workshops, as well as food pantry and other partners picking up food boxes.

The current parking lot adjacent to kitchen and cafeteria include 32 spaces, 3 of which are accessible. These spaces appear to be shared between the school and the neighboring Henderson Institute Historical Museum. Conversation should be initiated with the Museum to determine how many parking spaces they require, and at what frequency and typical schedule.

It is not recommended that this parking lot be reduced in capacity.

Loading Dock

Loading dock will need to accommodate a variety of trucks. The current configuration, while not ideal, will serve pickup trucks and vans well, and will allow delivery box trucks to access with use of ramps. The current loading configuration will not allow movement of pallets, and it is not recommended that this be changed.

EQUIPMENT

Our analysis included a revision to the previous equipment list included in GRRO's three-year project budget prepared in fall of 2019. The changes made reflected new information about the facility and changes to the program. Key elements removed from the initial budget included new walk-in coolers and a range hood, as these are already in place at Eaton-Johnson and should not need major work (though minor work or mechanical refurbishment may be needed). Key elements added include cooking equipment such as a steam jacketed kettle, a tilt skillet, a double convection oven, and a commercial chopper, and storage/transport equipment such as insulated boxes.

The kitchen facility currently houses a number of pieces of equipment, from stand mixers to ovens to fryers to choppers. It is unclear whether any of this equipment is in good working order, or if it will convey with a lease.

The overall equipment list will need to be revised once a chef is hired and can bring their own perspective and personal insights; a menu concept is created; negotiations begin with the County; and current equipment can be assessed.

REGULATORY ANALYSIS

The regulatory environment surrounding food involves many players; each assigned to work with a specific process or product. Currently, the Food and Drug Administration (FDA) regulates most food handling, using a uniform food code enforced by local or county health departments, with the exception of livestock meats, poultry, and some egg products which are regulated by the US Department of Agriculture (USDA). This analysis will be looking at the regulatory environment for both the commercial kitchen selling prepared food wholesale, as well as acting as being a co-packer of wholesale food products.

Separate from the following analysis is the regulatory oversight for direct-to-consumer food products, and prepared food sold retail. The oversight for these processes would be handled by local health departments.

FDA Requirements

The FDA has primary oversight of food safety and labeling. The Food Safety Modernization Act (FSMA), enacted on January 4, 2011 and regulated by the FDA, is a set of rules and guidelines that affects both storage, processing and packaging of all food products for consumption.

An Overview of The FDA's Seven Major Rules

- Preventive Controls Rules for Human and Animal Food.
- Produce Safety Rule.
- Foreign Supplier Verification Program (FSVP) Rule.
- Accredited Third-Party Certification.
- Sanitary Transportation Rule.
- Intentional Adulteration Rule.
- Complying with FSMA.

Rule 68 FR 71562

Pertains to section 414 and 704 of the Federal Food, Drug, and Cosmetic Act (FD&C Act). The rule requires the establishment and maintenance of records by persons who manufacture, process, pack, transport, distribute, hold, or import food in the US and for them to register with the FDA. These records are to identify and catalog the immediate previous sources and the immediate recipients of the food. There are no fees associated with this registration.

Exempt from this registration are Non-profit food facilities that are charitable entities that meet the terms of 26 U.S.C. 501(c)(3) of the Internal Revenue Code. This includes those that prepare or serve food directly to the consumer or otherwise provide food or meals for consumption by humans or animals in the United States. Examples: central food banks, soup kitchens, and nonprofit food delivery services.

If not exempt, a facility must register before manufacturing, processing, packing, transporting, distributing, holding commences; and must be renewed every other year.

Kitchens owned by nonprofit organizations do not require licensing unless they are used to prepare, serve, and sell more than one meal per week. The license is not held by the facility itself, but by the entity that produces the food.

Labeling

Food manufacturers are responsible for developing labels, including nutrition information, that meet legal food labeling requirements regulated by the FDA. Most laws governing labeling, claims, and marketing of food apply to processed and packaged foods rather than raw agricultural products. Proper labeling, including nutrition labeling and labeling for the major food allergens, is required for most prepared foods. The FDA provides Guidance for Industry: A Food Labeling Guide to assist producers in navigating the complex rules that govern food labeling requirements. The complete guide can be found here: <http://www.fda.gov/Food/GuidanceComplianceRegulatoryInformation/> (see page 19)

Note that “raw agricultural commodities—i.e., fresh, unprocessed fruits and vegetables—are exempt from compliance with the Good Manufacturing Processes set forth in federal regulations. The Nutrition Labeling and Education Act (NLEA), which amended the FD&C Act requires most foods to bear nutrition labeling and requires food labels that bear nutrient content claims and certain health messages to comply with specific requirements. Assistance with developing nutrition labels for final product: https://fbns.ncsu.edu/extension/program/nutrition_labeling.html

NC Regulations can be found here: <https://ehs.ncpublichealth.com/fef/docs/foodpriv/NC-FoodCodeManual-2009-FINAL.pdf>

North Carolina Food, Drug, and Cosmetic Act

This law is to ensure products are “safe, wholesome, unadulterated, properly labeled, registered, manufactured, stored and distributed in a manner that ensures their safety and efficacy to consumers and the environment.” The NCDA regulates packaged whole scales need to be certified by the NC Department of Weights and Measures.

Next Steps

While the above regulations may seem difficult, confusing, and time consuming, the key steps to navigating them will include involvement of a food professional to help lead the team’s process to certification, enlistment of local NCDA and health department representatives, creation of a food safety plan for the facility and for GRRO, and strong on-site practices.

As long as food safety is seen as a serious area for attention, we do not see these regulations as a barrier to success.

7 A WORKING BUSINESS MODEL

COST ANALYSIS

We have constructed a cost analysis model to evaluate different scenarios for program combinations and growth, and believe that a working model for sustainability at the five-year mark (if not sooner) is feasible. This model combines the different enterprise costs and revenues for the meals program, the food pantry program, the food prescription program, and the costs associated with the overall facility, administration, and soft costs in developing the facility and program. In addition to costs and revenues, the model tracks jobs created and the number of job trainee graduates. The model looks at five years of operations, which could begin as early as the first quarter of 2020.

As with any business modeling, our model makes a number of assumptions that will need to be clarified further by the project team as questions are answered and more information is gathered. In particular, the assumptions made that may have a significant impact on overall costs include:

- The rental rate that the County may offer for the kitchen facility;
- The sale price that GRRU can obtain for prepared meals;
- GRRU's ability to raise remaining grant funds to cover outstanding needs.

As currently modeled, the total revenues each year (including grants) step up from a start of \$539,910 in Year 1 to \$930,500 in Year 5. It is worth noting that Year 5 is not grant supported at all. Another key point is that each of the first five years of operations balances out to a slightly cash-positive position. Over the five-year period, the total balance is a net positive \$51,000. At this early stage of planning, a slight surplus is reasonable as a planning cushion, but building in a larger profit doesn't make sense. As a non-profit enterprise, the cost analysis model was set to nearly zero-out each year, with all activities supported by the whole.

SUMMARY PRO FORMA

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Total Revenue	\$ 539,910.00	\$ 763,196.00	\$ 894,240.00	\$ 851,500.00	\$ 930,500.00
Grants Revenue	\$ 511,160.00	\$ 489,196.00	\$ 396,865.00	\$ 70,000.00	\$
Total Costs	\$ 531,750.00	\$ 757,197.00	\$ 873,235.82	\$ 843,596.05	\$ 922,535.21
Project Total Budget	\$ 8,160.00	\$ 5,999.00	\$ 21,004.18	\$ 7,903.95	\$ 7,964.79
Total Jobs	4.5	8	10	11.5	12
Total Job Trainee Graduates	0	12	24	36	48

The overall approach to building this model was to maintain a slightly conservative approach around costs, sales volumes, and revenue levels. We feel that this provided a good opportunity to build in a safety factor while also maintaining a slightly competitive, ambitious stance towards building a lean model designed to best serve its mission.

DISCUSSION, ISSUES, RISKS & OPPORTUNITIES

As with any early-stage business model, this one is full of assumptions. In regards to this cost analysis, the first priority of the GRRO team should be to identify and understand where the assumptions are within this model and work diligently to tighten them up and adjust the model as needed with new information.

A key issue embedded in this model is the degree of donated food and its costs. Through food pantry operations and the pre-reimbursement food prescription program, \$50,000 to \$80,000 in food costs may be expected in any given year. These donations are clearly a high priority and a core part of GRRO's community nutrition programs, but the scale of donations must be evaluated on an ongoing basis to assure the capacity of the larger project to support them.

Another issue is the overall staffing strategy. The current model includes most, if not all, of GRRO's staff in the cost analysis. It also includes a robust staffing approach that includes HR, nutritionist, and other administrative positions. If future iterations of cost analysis present tighter bottom lines, staffing may be a way to cut costs.

The costs included for kitchen uplift and equipment are also worth discussion. We recommend a minor remodel of the area just inside the loading dock doors, to allow more flow and staging of product in and out. We also anticipate minor cosmetic needs such as spot floor repair, repainting, and replacement of some lights to provide brighter work areas. Our allowance for these items is \$100,000. Kitchen and other equipment costs, over the first three years, totals to \$105,000. As a chef joins the team and a menu is developed, the equipment needs may shift, and the kitchen uplift needs may adjust as well. We know from experience that both of these cost areas can be unpredictable. We advise GRRO to keep a careful eye on these and work to minimize scope creep and cost overruns, while also allowing new information to shift budgets. If costs do run over, we recommend that GRRO first look to raise additional grant funding to support.

The main risk that we see in the current model are the assumptions about projected meals sales numbers. We know that the potential market for seniors centers and HeadStart programs exist, but minimal contact has been made to date with these organizations about becoming customers. To be honest, the meal product is so far off from a readiness standpoint that these purchasing conversations would be preliminary at best, but even so these potential customers represent a question mark that needs to be clarified as soon as appropriate.

The opportunities that we see in the future, that are not captured in the model, include expansion of meals markets to new places and to new populations, and the potential expansion of the food prescription program. Over the first few years of operations the kitchen team should establish the maximum capacity of meals that can be comfortably prepared (physical capacity of kitchen), and based on this may be able to expand to new counties, or new customers such as private childcare centers, private schools, summer nutrition programs, or others.

The potential expansion of the food prescription program is a massive opportunity that is currently impossible to predict, and as such we have included a conservative volume of reimbursed food through this channel. If the Healthy Opportunities Pilot is awarded to a regional lead entity, GRRO will have the chance to take on a much larger volume of reimbursed healthy food provision, through food boxes and meals both. More information and clarity should be available as soon as awards are announced later in the spring or early summer 2020.

8 ECONOMIC & COMMUNITY IMPACT

ECONOMIC IMPACT

A commercial community kitchen will provide a pathway for GRRO to expand and build upon existing programs as well as to develop new ones. It will allow space for small producers and entrepreneurs to develop businesses for markets in a manner that meets all food safety regulations and food health requirements.

There are relatively few coordinated efforts aimed at expanding healthy and local food access, especially to populations living in poverty, within GRRO's service area. Given GRRO's experience in and commitment to health, nutrition and access to healthy food; and their success in building relationships that address these issues, they will be well positioned to make greater and greater economic and community impacts.

Direct Economic Impact

The median income of GRRO's service area lies 30% below that of the rest of the state: \$38,757 vs \$50,320. Similarly, 3 of the counties - Vance, Warren, and Halifax - rank at the bottom 10% of the state in economic and social factors. All 5 counties experience high unemployment rates with low opportunity for meaningful and consistent employment. The need for economic generation cannot be understated.

Many parts of the food system will be positively affected by the creation of a GRRO shared-use kitchen. This includes people involved in growing food (farmers), those supplying it (Working Landscapes, Happy Dirt, etc), marketing, packaging, and consumers.

This project plans to generate annual revenue of over \$800,000 and create 12 new living wage positions within a 5 year period. In addition to this impact, the GRRO program also plans to participate in job training programs, and by year five the project hopes to have provided fully-supported workplace job training for 48 individuals.

Additionally, it will be important for GRRO to establish one or two renting tenants to support the long-term success of the kitchen. Providing space for food entrepreneurs to begin/expand food businesses without the high cost of developing individual certified kitchen space can help drive the success of nascent food related businesses. It will not only help to generate income for the

kitchen, but it will allow the kitchen to have a greater local economic impact by providing additional jobs and local purchasing.

Direct economic job growth within GRRQ facilities is threefold:

1. Leadership and production jobs in GRRQ's Kitchen, including training cooks, as well as supporting staff including packers, delivery drivers, etc.
2. Food manufacturing jobs in incubator businesses and/or by permanent tenants of the commercial kitchen space
3. Administrative and management jobs to oversee all operations

Indirect Economic Impact

With any new economic activity, impact can be measured in direct terms - such as how many jobs are created in the enterprise - or indirect terms. The indirect economic impacts include the effects seen in the larger economy as a result of this new enterprise's operations. For instance, the Healthy Food Hub will buy food from a local distributor, who buys food from a local farm. The food purchased will support employment and additional spending at both the distributor and the farm. Resources exist to help estimate indirect economic impacts, and for simplicities' sake we have used the Economic Policy Institute's employment multipliers table to determine projected indirect employment impacts.

As GRRQ expands its operations over a 5 year period it expects to create at least 12 new direct jobs. As a result of this scale of direct employment in a food service operation, the Vance/Henderson area should in turn should see the creation of 1.6 times that in indirect jobs, or over 19 new indirect jobs.

COMMUNITY IMPACT

Health Impacts

The majority of counties in GRRQ's service area have very poor health outcomes, with Halifax, Vance, and Warren ranking in the bottom 1/5th of NC Counties. There is a high percentage of health related diseases within these counties: including obesity, diabetes, heart disease, certain cancers, and high blood pressure. These health trends highlight the need for a more holistic approach in addressing the health of residents.

The programs that GRRQ has developed have already produced positive health impacts with the communities served, and the ability to expand these programs will allow the organization to effectively reach more community members with healthy, unprocessed foods. GRRQ's investment in promoting and teaching about better nutrition will have both short and long term community and economic

benefits. Their programs ameliorate impacts of chronic poor health related diseases on area residents. Their partnership with local hospitals, medical practitioners, clinics and public health departments to integrate healthy food options at critical moments within their medical treatment are aimed at improving lifestyle choices around shopping, storage, healthy meal preparation. The Fresh Food Friday's program targets children from birth to age 5 and introduces them to healthy meals during this critical time.

Food Access

Rural communities face unique challenges when it comes to accessing healthy foods, and there are huge gaps in food access within GRRO's service area, much of it rural with small towns. There is an abundance of accessible corner stores selling unhealthy processed and packaged food, and fewer full grocery stores; these grocery stores tend to be further away and thus require transportation to get there. These food deserts have created access to fresh fruits and vegetables difficult. Compounding this issue are high poverty and unemployment rates, making affordability challenging. Lack of transportation is also a huge barrier. For many, especially at-home seniors with low transportation access, getting to a grocery store can be quite a challenge.

GRRO's programs are designed to strategically fill gaps in service and access to the most disenfranchised in their community service areas. GRRO's affordably priced Mobile Market is stocked with locally sourced produce and offers a huge benefit for those lacking transportation access. It takes EBT and SNAP benefits increasing its availability to low-income residents. The increase in access that ramping up GRRO's programs will provide should begin to close the food desert reality.

Farmer Support

One of GRRO's first successful programs was its training of new farmers at its farm school and then setting them up with micro-market farm lots within Henderson, NC. These farms in turn supplied produce for the Mobile Farmers Market. This process taught them a lot about fresh produce handling and what it takes to grow food, intrinsically linking them the realities of small farmers. Because of the need to create a self-sustaining Commercial Kitchen GRRO will be shifting their focus to food preparation and distribution. They will continue to align themselves with supporting small, local and marginalized farmers out through creating partnerships with local distributors instead. For example, GRRO will work with Working Landscapes in Warren County as a fresh local produce vendor to source their produce that they use in their hot meals.

Map of counties where local produce distributors source their products.



Source: Working Landscapes. Farmer Focus/arts, Happy Dirt

The kitchen will thus create indirect support for local farmers in the region through their relationships with local distributors. The map above indicates the counties where food distributor partners typically source their products. The counties shown represent the areas where GRRC's spending could impact local farm economies.

In the initial cost analysis for the meals program, a rough target of up to 30% local food was included. This percentage may fluctuate based on season, pricing, and availability. Local ingredients may include relatively inexpensive or seasonal items such as sweet potato or berries, and smaller amounts of local proteins. Some local produce may be purchased as minimally-processed as well, such as pre-washed salad greens, or pre-cut carrot dice. The remainder of food ingredients would be sourced from mainline distributors.

Urban Redevelopment

A difficult to measure economic impact will be the re-purposing of a portion of the decommissioned Eaton-Johnson High School into a multi-use kitchen facility. The area where the school is located falls within a federally mandated Opportunity Zone. This is a program that encourages investment in neighborhoods deemed in need of economic development.

To qualify for an opportunity zone a neighborhood must:

- Have a poverty rate of at least 20%, or
- A median family income of:
 - o No more than 80% of the statewide median family income for census tracts within non-metropolitan areas.
 - o No more than 80% of the greater statewide median family income or the overall metropolitan median family income for census tracts within metropolitan areas.
 - o <https://undrise.com/education/blog-posts/what-are-opportunity-zones-and-how-do-they-work#what-are-ozones>

As the Eaton-Johnson School gets revitalized and partnerships are solidified and programs expanded, the economic activity generated within this space will contribute to community vibrancy and rejuvenate an underutilized real estate asset in North Henderson.

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*Finance Director's
Report*

Vance County
Finance Director's Report to the Board
July 6, 2020

- A. Surplus Property.** There are four desks and four chairs that are not in usable condition and they also have flood damage. *Recommendation: Approve the property presented as surplus and authorize the Finance Director to dispose of said property accordingly as allowed by state statute.*
- B. COVID-19 – Coronavirus Relief Fund.** We are actively working on projects to help protect our citizens and staff from the community spread of COVID-19 as approved by the board at the June 1st meeting. At this time we have no additional approvals. *For Your Information.*
- C. DSS Relocation Project Ordinance.** The board previously approved a project ordinance establishing the budget for architectural services related to the Eaton Johnson Renovation. The enclosed ordinance updates the project budget based upon the awarded construction contract. *Recommendation: Approve the project ordinance related to the approved Eaton Johnson Renovation project as presented.*
- D. Final Resolution – JP Morgan Chase Financing.** The board previously selected and approved JP Morgan Chase to provide financing for the new DSS facility renovation, parking lot improvements at the community college, law library renovation and roof maintenance at the courthouse. The enclosed final resolution authorizes the execution and delivery of an installment financing agreement, a deed of trust, and related documents in connection with the financing. *Recommendation: Approve the resolution authorizing the execution and delivery of an installment financing agreement, a deed of trust, and related documents in connection with the financing of certain improvements for the county, subject to LGC approval.*

County of Vance
Disposal of Surplus Personal Property
July 6, 2020

The Finance Director requests to dispose of the following surplus personal property owned by the County of Vance:

ITEM NO.	EQUIPMENT DESCRIPTION	SERIAL/VIN#	REASON NO LONGER NEEDED	DEPARTMENT
1007	4 desks & 4 chairs		furniture is old and not in reusable condition	Sheriff - Drug Unit

2020 Vance County DSS Relocation Project Ordinance

BE IT ORDAINED by the Governing Board of the County of Vance, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1. The project authorized is to pay any cost associated with the project. The County will enter into an installment financing agreement with a JP Morgan Chase Bank to provide funding for the project.

Section 2. The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

Section 3. The following amounts are appropriated for the project:

Development and Construction	\$2,660,346.00
Alternates	370,511.00
Soft Costs (including A&E Fees)	1,291,742.00
<u>Contingency</u>	<u>205,431.00</u>
Total Project Cost	4,528,030.00

Section 4. The following revenues are anticipated to be available to complete this project:

Loan Proceeds	\$ 4,528,030.00
---------------	-----------------

Section 5. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the grantor agency, the grant agreements, and federal regulations.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7. The Finance Director is directed to report, on a monthly basis, on the financial status of each project element in Section 3.

Section 8. The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 9. Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Director for direction in carrying out the project.

Adopted this 6th day of July, 2020.

Gordon Wilder, Chairman
Vance County Board of Commissioners

Motion was made by Commissioner _____, seconded by Commissioner _____, vote unanimous, to approve the following resolution authorizing the execution and delivery of an installment financing agreement, a deed of trust, and related documents in connection with the financing of certain improvements for the County of Vance, North Carolina.

* * * * *

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING AGREEMENT, A DEED OF TRUST, AND RELATED DOCUMENTS IN CONNECTION WITH THE FINANCING OF CERTAIN IMPROVEMENTS FOR THE COUNTY OF VANCE, NORTH CAROLINA

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 enter into an installment contract financing for the purpose of providing funds, together with any other available funds, to pay the cost of financing the cost of certain improvements, repairs and renovations to certain County buildings including, without limitation, improvements, repairs and renovations to the former Eaton Johnson Middle School facility and associated equipment and parking facilities and the reimbursement of funds advanced for the purchase of real estate for the expansion of the Henderson-Vance Industrial Park by the County (collectively, the “**Project**”).

(b) After a public hearing and due consideration, the Board has determined that the most efficient manner of financing the Project will be through the entering of an Installment Financing Agreement (the “**Agreement**”), between the County and JP Morgan Chase Bank, N.A. (the “**Lender**”) pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended. At

the Board's June 15, 2020 meeting, the Board finally approved and accepted the proposal of the Lender to provide the above-described financing pursuant to the Agreement.

(c) Pursuant to the Agreement, the Lender will advance moneys to the County in an amount of not to exceed \$7,000,000 to pay the cost of the Project and the financing costs relating thereto, and the County will repay the advancement in installments, with interest (the "*Installment Payments*"), as described in the Agreement.

(d) In order to secure the repayment pursuant to the terms of the Agreement by the County of the advance of moneys to pay the cost of the Project, the County will, pursuant to the Agreement, grant to the Lender a deed of trust on the former Eaton Johnson Middle School real property (the "*Deed of Trust*").

(e) There have been presented to the Board at this meeting drafts of the Agreement, and the Deed of Trust.

Section 2. In order to provide for the financing of the Project, the County is hereby authorized to enter into the Agreement and receive an advancement pursuant thereto in a principal amount not to exceed \$7,000,000. The County shall repay the advancement in installments due in the amounts and at the times set forth in the Agreement. The payments of the Installment Payments shall be designated as principal and interest as provided in the Agreement. The interest rate payable under the Agreement shall not exceed 1.50% *per annum* (subject to adjustment as provided in the Agreement) and the final maturity shall not exceed August 1, 2035.

Section 3. The Board hereby approves the Agreement and the Deed of Trust in substantially the forms presented at this meeting. The Chairman, the Vice Chairman, the County Manager and the Assistant County Manager/Finance Director are each hereby authorized to execute and deliver on behalf of the County said documents in substantially the forms presented at this meeting, containing such insertions, deletions and filling in of blanks as the person executing such

document shall approve, such execution to be conclusive evidence of approval by the Board of any such changes. The Clerk to the Board or any Deputy or Assistant Clerk to the Board is hereby authorized and directed to affix the seal of the County to each of said documents and to attest the same.

Section 4. No deficiency judgment may be rendered against the County in any action for breach of any contractual obligation authorized pursuant to this resolution and the taxing power of the County is not and may not be pledged directly or indirectly to secure any moneys due under any contract herein authorized.

Section 5. The Chairman, the Vice Chairman, the County Manager, the Finance Director/Assistant County Manager, the County Attorney and the Clerk to the Board of the County, and any other officers, agents and employees of the County, are hereby authorized and directed to execute and deliver such closing certificates, agreements, opinions and other items of evidence as shall be deemed necessary to consummate the transactions described above.

Section 6. The County hereby represents that it reasonably expects that it, all subordinate entities thereof and all issuers issuing obligations on behalf of the County will not issue in the aggregate more than \$10,000,000 of tax-exempt obligations (not counting certain current refunding obligations and private-activity bonds except for qualified 501(c)(3) bonds, as defined in the Internal Revenue Code of 1986, as amended (the “*Code*”) during calendar year 2020. In addition, the County hereby designates each of the Installment Payments under the Agreement as a “qualified tax-exempt obligation” for the purposes of the Code.

Section 7. On August 6, 2018 and June 3, 2019, the Board of the County adopted resolutions declaring its official intent to reimburse certain expenditures relating to the Project from the proceeds of tax-exempt debt (collectively, the “*Reimbursement Resolution*”). The description

of the Project set forth in the Reimbursement Resolution is hereby amended to add costs related to the purchase of real estate for the expansion of the Henderson-Vance Industrial Park by the County.

Section 8. This resolution shall take effect immediately upon its passage.

* * * * *

I, Kelly H. Grissom, Clerk to the Board of the County of Vance, North Carolina, **DO HEREBY CERTIFY** that the foregoing is a true copy of so much of the proceedings of the Board of Commissioners for said County at a regular meeting held on April 3, 2017, as it relates in any way to the passage of the foregoing resolutions 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 regular meeting was given as required by North Carolina law.

WITNESS my hand and official seal of said County this 6th day of July, 2020.

Kelly H. Grissom Clerk to the Board

[SEAL]

* * * * *

INSTALLMENT FINANCING AGREEMENT

Dated as of July 14, 2020

between

COUNTY OF VANCE, NORTH CAROLINA

and

JP MORGAN CHASE BANK, N.A.

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INSTALLMENT FINANCING AGREEMENT

This **INSTALLMENT FINANCING AGREEMENT**, dated as of July 14, 2020 (this “**Agreement**”), between **COUNTY OF VANCE, NORTH CAROLINA**, a body corporate and politic duly organized and validly existing under the laws of the State of North Carolina (the “**County**”), and **JP MORGAN CHASE BANK, N.A.**, a national banking association (the “**Lender**”);

WITNESSETH:

WHEREAS, the County is a body corporate and politic duly organized and validly existing under and by virtue of the Constitution and laws of the State of North Carolina;

WHEREAS, pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended, the County may finance the acquisition of property and the construction of fixtures or improvements on real property by contracts that create in the fixtures or improvements, or in all or some portion of the property upon which the fixtures or improvements are located, or in both, a security interest to secure repayment of the moneys advanced or made available for construction;

WHEREAS, after a public hearing and due consideration, the Board of Commissioners for the County has determined to finance the cost of certain improvements, repairs and renovations to certain County buildings including, without limitation, improvements, repairs and renovations to the former Eaton Johnson Middle School facility and associated equipment and parking facilities and the reimbursement of funds advanced for the purchase of real estate for the expansion of the Henderson-Vance Industrial Park by the County (collectively, the “**Project**”);

WHEREAS, in order for the County to obtain the funds to pay the costs of financing the Project; the County has determined to enter into this Agreement whereby the Lender will advance funds to the County to be applied, together with any other available funds, to (a) pay the costs of the Project and (b) pay certain financing costs relating thereto, and the County will repay such advancement with interest in installments pursuant to the terms of this Agreement;

WHEREAS, as security for the performance of its obligation under this Agreement, including the payment of the installment payments hereunder, the County will execute and deliver a Deed of Trust, dated as of the date hereof (the “**Deed of Trust**”), to the Deed of Trust trustee named therein, for the benefit of the Lender, pursuant to which the County will grant a lien on the Site (as hereinafter defined), together with all buildings, improvements and fixtures located and to be located thereon;

WHEREAS, the Lender is willing to advance moneys to the County for the purpose of financing the costs of the Project, and the County is willing to repay the moneys so advanced by the Lender in installments as more fully provided herein; and

WHEREAS, the County and the Lender have each duly authorized the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

**ARTICLE I
DEFINITIONS AND EXHIBITS**

SECTION 1.1. Definitions and Rules of Construction. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The words “*hereby*”, “*herein*”, “*hereof*”, “*hereto*”, “*hereunder*” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof. All references herein to “*Articles*”, “*Sections*” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement unless some other reference is indicated.

“*Act*” means Section 160A-20 of the General Statutes of North Carolina, as amended.

“*Advancement*” means the advance being made by the Lender to the County pursuant to Section 3.1 of this Agreement to (a) pay the costs of the Project and (b) pay the Closing Costs.

“*Agreement*” means this Installment Financing Agreement, including any amendment or supplement hereto as permitted hereby.

“*Board*” means the Board of Commissioners for the County.

“*Closing*” means the date on which the County executes and delivers this Agreement, and the Lender makes the Advancement to the County.

“*Closing Costs*” means and further includes all items of expense directly or indirectly payable by or reimbursable to the County relating to the financing of the Project, including, but not limited to, filing and recording costs, settlement costs, word processing costs, reproduction and binding costs, legal fees and charges and financing and other professional consultant fees.

“*County*” mean the County of Vance, North Carolina, a body corporate and politic duly organized and validly existing under and by virtue of the Constitution and laws of the State of North Carolina, and any successor entity.

“*Deed of Trust*” means the Deed of Trust, of even date herewith, from the County to the Deed of Trust Trustee, for the benefit of the Lender, securing the Installment Payments and the performance by the County of its other obligations specified hereunder and thereunder, as supplemented and amended from time to time.

“*Deed of Trust Trustee*” means the person or other entity at the time serving as trustee under the Deed of Trust.

“Determination of Taxability” means and shall be deemed to have occurred on the date when (a) the County shall receive notice from the Lender that the Internal Revenue Service has assessed as includable in gross income the interest component of the Installment Payments made by the County under this Agreement due to the occurrence of an Event of Taxability or (b) the County or the Lender shall receive notice from the Commissioner or any District Director of the Internal Revenue Service that the interest component of the Installment Payments made by the County under this Agreement is includable in the gross income of the Lender for federal income tax purposes due to the occurrence of an Event of Taxability.

“Enforcement Limitation” means the provisions of the Act that provide that no deficiency judgment may be rendered against the County in any action for breach of a contractual obligation incurred under the Act and that the taxing power of the County is not and may not be pledged directly or indirectly to secure any moneys due under this Agreement.

“Event of Nonappropriation” means (a) the failure by the Board to budget and appropriate in its budget for the ensuing Fiscal Year adopted on or about June 30 of each year moneys sufficient to pay all Installment Payments and any reasonably estimated additional payments under this Agreement coming due in the next ensuing Fiscal Year or (b) the Board’s deletion from its duly adopted budget of any appropriation for the purposes specified in clause (a). In the event that during any Fiscal Year, any additional payments shall become due that were not included in the County’s current budget, and if there are no moneys available to pay such additional payments prior to the date upon which such additional payments are due, an Event of Nonappropriation shall be deemed to have occurred upon notice by the Lender to the County to such effect.

“Event of Taxability” means the occurrence or existence of any fact, event or circumstance caused by the failure of the County to comply with any covenants in this Agreement or any document or certificate executed by the County in connection with the transactions contemplated by this Agreement which has the effect of causing the interest component of the Installment Payments made by the County under this Agreement to be includable in the gross income of the Lender for federal income tax purposes.

“Fiscal Year” means the period beginning on July 1 of any year and ending on June 30 of the following year.

“Inclusion Date” means the effective date that the interest component of the Installment Payments made by the County under this Agreement is includable in the gross income of the Lender as a result of a Determination of Taxability.

“Installment Payment Date” means each of the dates set forth on the Installment Payment Schedule attached as **EXHIBIT A** hereto.

“Installment Payments” means the payments required to be paid by the County pursuant to Section 4.1 in order to repay the Advancement, as specified in **EXHIBIT A** hereto.

“Lender” means JP Morgan Chase Bank, N.A., and its successors and assigns.

“LGC” means the Local Government Commission of North Carolina, a division of the Department of the State Treasurer, and any successor thereto.

“Mortgaged Property” means the property subject to the lien of the Deed of Trust, consisting of the Site, together with substantially all of the buildings, improvements and fixtures to be located thereon.

“Net Proceeds” means any proceeds of insurance or taking by eminent domain or condemnation paid with respect to the Mortgaged Property remaining after payment therefrom of any expenses (including attorneys’ fees) incurred in the collection thereof.

“Permitted Encumbrances” means and includes (a) liens for taxes, assessments and other governmental charges due but not yet payable; (b) landlord’s, warehouseman’s, carrier’s, worker’s, vendor’s, mechanic’s and materialmen’s liens and similar liens incurred in the ordinary course of business remaining undischarged for not longer than sixty (60) days from the filing thereof; (c) attachments remaining undischarged for not longer than sixty (60) days from the making thereof; (d) liens in respect of pledges or deposits under workers’ compensation laws, unemployment insurance or similar legislation and in respect of pledges or deposits to secure bids, tenders, contracts (other than contracts for the payment of money), leases or statutory obligations, or in connection with surety, appeal and similar bonds incidental to the conduct of litigation; (e) the lien created by the Deed of Trust and any lease of all or any portion of the Mortgaged Property permitted by Section 8.2; (f) this Agreement; (g) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which the County certifies in writing to the Lender will not materially impair the use of the Mortgaged Property for its intended purpose or the marketability of the Mortgaged Property; and (h) any mortgage or encumbrance on the Mortgaged Property consented to by the Lender pursuant to Section 9 of the Deed of Trust.

“Project” means certain improvements, repairs and renovations to certain County buildings including, without limitation, improvements, repairs and renovations to the former Eaton Johnson Middle School facility and associated equipment and parking facilities and the reimbursement of funds advanced for the purchase of real estate for the expansion of the Henderson-Vance Industrial Park by the County.

“Project Costs” means all costs of the design, planning, constructing, acquiring, installing and equipping of the Project as determined in accordance with

generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Installment Payments payable by the County under this Agreement, including (a) sums required to reimburse the County or its agents for advances made for any such costs, (b) interest during the construction process and for up to six months thereafter, and (c) all Closing Costs (as defined in this Agreement) or other costs related to the financing of the Project through this Agreement and all related transactions.

“*Site*” means the real property upon which the portion of the Project is located as more particularly described in **EXHIBIT A** to the Deed of Trust.

“*State*” means the State of North Carolina.

SECTION 1.2. Exhibits. The following exhibits are attached to, and by reference made a part of, this Agreement:

EXHIBIT A: **Installment Payment Schedule**

EXHIBIT B: **Form of Requisition**

ARTICLE II
REPRESENTATIONS OF THE COUNTY AND THE LENDER

SECTION 2.1. Representations, Covenants and Warranties of the County. The County represents, covenants and warrants to the Lender as follows:

(a) The County is a body corporate and politic duly organized and validly existing under and by virtue of the Constitution and laws of the State.

(b) The Constitution and laws of the State authorize the County to execute and deliver this Agreement and the Deed of Trust and to enter into the transactions contemplated by and to carry out its obligations under this Agreement and the Deed of Trust.

(c) The County has duly authorized and executed this Agreement and the Deed of Trust in accordance with the Constitution and laws of the State.

(d) Neither the execution and delivery of this Agreement or the Deed of Trust, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions or any charter provision, restriction or any agreement or instrument to which the County is now a party or by which the County is bound, or constitutes a default under any of the foregoing.

(e) No approval or consent is required from any governmental authority with respect to the entering into or performance by the County of this Agreement, the Deed of Trust, or any other documents related thereto and the transactions contemplated hereby and thereby, or if such approval is required, it has been duly obtained.

(f) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the County challenging the validity or enforceability of this Agreement, the Deed of Trust, or any other documents relating hereto or the performance of the County's obligations hereunder and thereunder.

(g) The County shall obtain or cause to be obtained all licenses, permits and other approvals of any other governmental entity having jurisdiction over the County or the Project that are necessary for the acquisition, construction and equipping of the Project.

(h) The County is not in violation of any laws or regulations relating to terrorism or money laundering ("**Anti-Terrorism Laws**"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "**Executive Order**"), and the Uniting and Strengthening America by Providing Appropriate Tools

Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107 56 (signed into law October 26, 2001) (the “*Patriot Act*”). Specifically, the County (i) is not an entity that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (ii) is not an entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) is not an entity with which the Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (iv) is not an entity that commits, threatens or conspires to commit or supports “*terrorism*” as defined in the Executive Order; or (v) is not an entity that is named as a “*pecially designated national and blocked person*” on the most current list published by the Office of Foreign Asset Control (“*OFAC*”) or any list of persons or entities issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list. The County does not and will not conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any blocked or prohibited person or entity described in the preceding sentence or deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or engage in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law or the Patriot Act.

(i) The County shall not (i) request the assignment of a rating on this Agreement by any municipal securities rating agency, (ii) register this Agreement with The Depository Trust Company or any other securities depository, (iii) offer this Agreement pursuant to any type of offering document or official statement or (iv) request the assignment of a CUSIP number by Standard & Poor’s CUSIP Service unless otherwise required by applicable law.

SECTION 2.2. Representations, Covenants and Warranties of the Lender. The Lender represents, covenants and warrants to the County as follows:

(a) The Lender is a national banking association organized and existing under and by the laws of the United States and has the power and authority to enter into this Agreement.

(b) Neither the execution and delivery of this Agreement nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of the organizational documents of the Lender or any restriction or any agreement or instrument to which the Lender is now a party or by which the Lender is bound.

(c) The Lender (i) is familiar with the County; (ii) has been furnished certain financial information about the County; (iii) acknowledges that the County

has made available to it the opportunity to obtain additional information to verify the accuracy of the information supplied and to evaluate the merits and risks of entering into this Agreement; (iv) has had the opportunity to ask questions of and receive answers from the County representatives, including officers, attorneys, advisors and accountants, concerning the terms of this Agreement, the information supplied to it and the County's condition, financial and otherwise; and (v) acknowledges that the County has been responsive to all of its requests for information.

(d) The Lender is capable of evaluating the merits and risks of entering into this Agreement and has agreed to enter into this Agreement although no formal offering material has been provided to it.

(e) The Lender has undertaken to discuss and investigate the form and substance of this Agreement and the transactions related thereto with such counsel and other persons as it has deemed appropriate.

(f) The Lender acknowledges that this Agreement is not registered under the United States Securities Act of 1933, as amended, and that the County is not presently required to register this Agreement under the United States Securities Exchange Act of 1934, as amended. Therefore, if and when the Lender wishes to sell or assign part or all of this Agreement, current financial and other information may not be available. The Lender further realizes that the County may, but is not under any obligation to, provide current financial and other information upon the sale or assignment of all or part of this Agreement at some subsequent time, or to pay any costs associated with any such sale or assignment. Further, the Lender understands that it may need to bear the risks of this Agreement for an indefinite period of time, because any sale or assignment of this Agreement may not be possible or, if possible, may be at a price below that which the Lender is entering into this Agreement.

(g) The Lender represents that it is entering into this Agreement for its own account with no present intention to resell or distribute this Agreement or any interest therein; provided, however, that the Lender reserves the right at all times to control the disposition of its assets, including this Agreement. The Lender or its assignees may assign or reassign all or any part of this Agreement in accordance with the provisions of Section 8.1.

**ARTICLE III
ADVANCEMENT**

SECTION 3.1. Advancement.

(a) **Advance.** In consideration of the covenants, warranties and representations contained herein, and in consideration of the County's agreement to repay the moneys advanced hereunder and interest thereon, the Lender hereby agrees to advance \$[7,000,000] to the County at Closing, and the County accepts the Advancement.

(b) **Form of Advance; Project Account.** The Lender will make the Advancement described in this Section 3.1, as directed by the County, by disbursing the Advancement as follows:

- (i) Paying \$7,500 to Butler Snow LLP directly.
- (ii) Depositing the remaining portion of the Advancement (\$[____]) into an interest-bearing account of JP Morgan Chase Bank, N.A., in North Carolina (the "**Project Account**"). The Project Account will be held separate and apart from all other County funds. The Project Account is the County's property, but the County will withdraw amounts on deposit in the Project Account only as provided in this Agreement and only for application from time to time to the payment of Project Costs. Pending such application, such amounts shall be subject to a lien and charge in favor of the Lender to secure the County's obligations to the Lender. The County grants to the Lender a security interest in the funds and investments on deposit to the credit of the Project Account from time to time. This Contract is intended as a security agreement between the County and the Lender with respect to this security interest.
- (iii) The Lender will disburse funds from the Project Account to the County, or to its order, upon the Lender's receipt of a completed requisition form substantially in the form of **EXHIBIT B** signed by a County representative. Upon receipt of a requisition, the Lender will promptly undertake such review of the matters referred to in such requisition as it deems appropriate, and will then promptly notify the County of its approval of the requisition or the reasons for its disapproval.

SECTION 3.2. Acquisition, Construction and Equipping of Project. The County shall enter into, or cause to be entered into, one or more contracts or purchase orders providing for the acquisition, construction and equipping of the Project. The County shall cause the acquisition, construction and equipping of the

Project to be carried on expeditiously in accordance with the plans and specifications therefor and in compliance with all applicable ordinances and statutes and requirements of all regularly constituted authorities having jurisdiction over the same. The County shall require, or cause to be required, that each contractor for the Project provide performance and labor and materials payment bonds in an amount not less than the amount of the respective contract. The net proceeds received by the County from any such bond or bonds shall be applied as provided herein. If the moneys advanced pursuant to this Agreement are insufficient to pay all of the Closing Costs and the costs of the Project, the County shall provide any balance of the funds needed to complete the acquisition, construction and equipping of the Project.

SECTION 3.3. Reliance of Lender on Documents. The Lender may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Lender shall not be liable in any manner for the sufficiency or correctness as to the form, manner of execution, or validity of any instrument or as to the identity, authority, or right of any person executing the same; and the Lender's duties hereunder shall be limited to the receipts of such moneys, instruments or other documents received by it as the Lender, and for the disposition of the same in accordance herewith.

SECTION 3.4. Disclaimer of Lender. The County acknowledges and agrees that the design of the Project has not been made by the Lender, and the Lender has not supplied any plans or specifications with respect thereto and that the Lender (a) is not a manufacturer of, nor a dealer in, any of the component parts of the Project or similar projects, (b) has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any contractor with respect to, the Project or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Project or any component part thereof or any property or rights relating thereto at any stage of the construction thereof, (c) has not at any time had physical possession of the Project or any component part thereof or made any inspection thereof or any property or rights relating thereto, and (d) has not made any warranty or other representation, express or implied, that the Project or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the County intends therefor, or (iii) is safe in any manner or respect.

THE LENDER MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE PROJECT OR ANY COMPONENT PART THEREOF TO THE COUNTY OR ANY OTHER CIRCUMSTANCE WHATSOEVER WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR

SUITABILITY THEREOF FOR ANY PURPOSE; THE DESIGN OR CONDITION THEREOF; THE SAFETY, WORKMANSHIP, QUALITY OR CAPACITY THEREOF; COMPLIANCE THEREOF WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; ANY LATENT DEFECT; THE TITLE TO OR INTEREST OF THE LENDER THEREIN BEYOND THAT TITLE OR INTEREST WHICH THE COUNTY OBTAINS FROM THE LENDER PURSUANT HERETO; THE ABILITY THEREOF TO PERFORM ANY FUNCTION; THAT THE PROCEEDS DERIVED FROM THE ADVANCEMENT WILL BE SUFFICIENT, TOGETHER WITH ANY OTHER AVAILABLE FUNDS OF THE COUNTY, TO PAY THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING THE PROJECT; OR ANY OTHER CHARACTERISTICS OF THE PROJECT, IT BEING AGREED THAT ALL RISKS RELATING TO THE PROJECT, THE COMPLETION THEREOF OR THE TRANSACTIONS CONTEMPLATED HEREBY ARE TO BE BORNE BY THE COUNTY, AND THE BENEFITS OF ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS OF THE LENDER ARE HEREBY WAIVED BY THE COUNTY.

ARTICLE IV
REPAYMENT OF THE ADVANCEMENT; SECURITY FOR REPAYMENT

SECTION 4.1. Repayment of the Advancement. (a) The County shall repay the Advancement, with interest computed at the rate of 1.5% *per annum*, in installments due at the times and in the amounts set forth in **EXHIBIT A** attached hereto and made a part hereof.

(b) All payments required to be made to the Lender hereunder shall be made to JP Morgan Chase Bank, N.A. in accordance with wire instructions provided by the Lender or as may otherwise be directed by the Lender.

(c) In the event of a Determination of Taxability, the interest rate relating to the Advancement payable under this Agreement, from and after the Inclusion Date, shall be adjusted to preserve the Lender's after-tax economic yield with respect to the interest components of the Installment Payments relating to the Advancement. In addition, the County shall pay to the Lender (i) an amount necessary to reimburse the Lender for any interest, penalties, or other charges assessed by the Internal Revenue Service and the Department of Revenue by reason of the Lender's failure to include the interest portion of the Installment Payments relating to the Advancement in its gross income for income tax purposes, and (ii) upon request of the Lender, additional interest as a result of the increase in the interest rate on all previous payments made by the County after the Inclusion Date. In the event of a Determination of Taxability, the Lender shall provide the County with a new Installment Payment Schedule with respect to the Advancement which reflects the new interest rate which will replace the Installment Payment Schedule set forth in **EXHIBIT A** hereto.

(d) The County represents that (i) it is a governmental unit with general taxing powers, (ii) the obligations represented by this Agreement do not constitute private activity bonds within the meaning of the Internal Revenue Code of 1986, as amended (the "**Code**"), (iii) 95% or more of the net proceeds advanced to the County under this Agreement are to be used for local governmental activities of the County and (iv) the aggregate face amount of all tax-exempt obligations (not counting private-activity bonds except for qualified 501(c)(3) bonds, as defined in the Code) issued by the County (and all subordinate entities thereof) during calendar year 2020 does not, and will not, exceed \$10,000,000. The County also represents that it has designated each of the Installment Payments under this Agreement as a "**qualified tax-exempt obligation**" for the purposes of the Code. In the event the County breaches either of these representations, the interest rate payable under this Agreement shall be adjusted to preserve the Lender's after-tax economic yield with respect to the interest component of the Installment Payments, taking into account any interest expense deductions lost by the Lender as a direct or indirect result of the County's actions. In addition, the County shall pay to the Lender (i) an amount necessary to reimburse the Lender for any interest, penalties, or other charges assessed by the Internal

Revenue Service and the Department of Revenue by reason of such loss of bank qualification, and (ii) upon request of the Lender, additional interest as a result of the increase in the interest rate on all previous payments made by the County since the effective date of the loss of such interest expense deductions. In such event, the Lender shall provide the County with a new Installment Payment Schedule which reflects the new interest rate which reflects the new interest rate which will replace the Installment Payment Schedule set forth in EXHIBIT A hereto.

(e) The County agrees to give prompt written notice to the Lender upon the County's receipt of any notice or information from any source whatsoever to the effect that an Event of Taxability or a Determination of Taxability or any event affecting the Lender's deductibility of its interest expense as described in subsection (d) of this Section shall have occurred.

SECTION 4.2. Budget and Appropriation. (a) The officer of the County at any time charged with the responsibility for formulating budget proposals shall include in the budget proposals for review and consideration by the Board in any Fiscal Year in which this Agreement shall be in effect, items for all Installment Payments and any additional payments required for such Fiscal Year under this Agreement or the Deed of Trust. Any budget item referred to in this Section shall be deleted from the applicable budget by the Board only by the adoption of a resolution to such effect containing a statement of its reasons therefor, which resolution shall be adopted by roll-call vote and shall be spread upon the minutes of the Board. Upon request, the County shall furnish the Lender with copies of its annual budget promptly after its adoption and copies of any amended budget affecting appropriations for Installment Payments or additional payments required under this Agreement or the Deed of Trust. The County shall promptly provide written notice to the Lender of any Event of Nonappropriation.

(b) 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 CREATING A DELEGATION OF GOVERNMENTAL POWERS NOR AS A DONATION BY OR A LENDING OF THE CREDIT OF THE COUNTY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COUNTY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE COUNTY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT IS IN EFFECT; PROVIDED, HOWEVER, THAT ANY FAILURE OR REFUSAL BY THE COUNTY TO APPROPRIATE FUNDS WHICH RESULTS IN THE FAILURE BY THE COUNTY TO MAKE ANY PAYMENT COMING DUE HEREUNDER WILL IN NO WAY OBLIATE THE OCCURRENCE OF THE EVENT OF DEFAULT

RESULTING FROM SUCH NONPAYMENT. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE COUNTY IN ANY ACTION FOR BREACH OF A CONTRACTUAL OBLIGATION UNDER THIS AGREEMENT AND THE TAXING POWER OF THE COUNTY IS NOT AND MAY NOT BE PLEDGED DIRECTLY OR INDIRECTLY OR CONTINGENTLY TO SECURE ANY MONEYS DUE UNDER THIS AGREEMENT.

No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the County's moneys, nor shall any provision of this Agreement restrict the future issuance of any of the County's bonds or moneys. To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.

SECTION 4.3. Deed of Trust. In order to secure its obligations under this Agreement, including its obligation to make the Installment Payments hereunder, the County shall execute and deliver the Deed of Trust simultaneously with the execution and delivery of this Agreement.

SECTION 4.4. No Set-Off; Recoupment, Etc. Subject to Section 4.2 and the Enforcement Limitation, the obligation of the County to make the Installment Payments hereunder and to perform and observe the other covenants of this Agreement shall be absolute and unconditional, and the County will pay without abatement, diminution or deduction all such amounts regardless of any cause or circumstance whatsoever, including, without limitation, any defense, set-off, recoupment or counterclaim that the County may have against the Lender.

ARTICLE V INSURANCE

SECTION 5.1. Comprehensive General Liability. The County shall maintain or cause to be maintained throughout the term of this Agreement, a comprehensive general liability policy or policies in protection of the County, its officers, agents and employees, with a minimum liability limit of \$2,000,000 for personal injury or death and \$2,000,000 for property damage. Said policy shall cover such losses and for such amounts and shall have such deductible amounts as shall be satisfactory to the Board and, in the judgment of the Board, shall protect the County against losses not protected under the principles of sovereign immunity. The net proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid.

SECTION 5.2. Workers' Compensation. The County shall maintain workers' compensation insurance issued by a responsible carrier authorized under the laws of the State to insure its employees against liability for compensation under the laws now in force in the State, or any act hereafter enacted as an amendment or supplement thereto or in lieu thereof. The proceeds of such workers' compensation insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid.

SECTION 5.3. Insurance. (a) The County shall procure and maintain, or cause to be procured and maintained, throughout the term of this Agreement, insurance against loss or damage to any portion of the Mortgaged Property by fire and lightning, with extended coverage, and vandalism, theft and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. Such insurance policies shall name the Lender as a loss payee/mortgagee and additional insured.

(b) If any buildings, fixtures or other improvements are located on any portion of the Mortgaged Property that is located in a special flood hazard area according to the Federal Emergency Management Agency ("**FEMA**"), then the County must maintain a flood insurance policy on the Mortgaged Property. If at any time during the term of this Agreement, such portion of the Mortgaged Property is classified by FEMA as being located in a special flood hazard area, flood insurance will be mandatory. Should the Lender become aware of such an event, federal law requires the Lender to notify the County of the reclassification. If, within forty-five (45) days of receipt of notification from the Lender that any portion of the Mortgaged Property has been reclassified by the FEMA as being located in a special flood hazard area, the County has not provided sufficient evidence of flood insurance, the Lender is mandated under federal law to purchase flood insurance on behalf of the County, and any amounts so expended shall immediately become debts of the County, shall

bear interest at the rate specified in this Agreement, and payment thereof shall be secured by the Deed of Trust.

(c) Such insurance required by this Section shall be in an amount equal to 100% of the replacement cost of the Mortgaged Property (except that such insurance may be subject to a reasonable and customary deductible clause for any one loss.

(d) The Net Proceeds of such insurance required by this Section shall be applied as provided in Section 6.1 or Section 6.2.

SECTION 5.4. Reserved.

SECTION 5.5. General Insurance Provisions. (a) The County shall pay or cause to be paid when due the premiums for all insurance policies required by this Agreement.

(b) All insurance policies required by this Article shall be issued by a responsible carrier authorized to do business under the laws of the State.

(c) The Lender shall not be responsible for the sufficiency or adequacy of any insurance herein required and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by the Lender.

(d) In lieu of obtaining the policies of insurance required by Section 5.1, Section 5.2, and Section 5.3, the County may adopt alternative risk management programs which the County determines to be reasonable, including, without limitation, to self-insure in whole or in part, individually or in connection with other units of local government or other institutions, to participate in programs of captive insurance companies, to participate with other units of local government or other institutions in mutual or other cooperative insurance or other risk management programs, to participate in State or federal insurance programs, to take advantage of State or federal laws now or hereafter in existence limiting liability, or to establish or participate in other alternative risk management programs, all as may be reasonable and appropriate risk management by the County.

(e) The insurance coverage required under Section 5.3 may be maintained under a blanket policy covering other properties of the County.

(f) The County shall cause to be delivered to the Lender annually on or about July 1 of each year a certificate stating that the insurance policies or alternative risk management programs required or permitted by this Agreement are in full force and effect.

(g) The County shall cooperate fully with the Lender in filing any proof of loss with respect to any insurance policy maintained pursuant to this Article and in

the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Mortgaged Property or any portion thereof.

**ARTICLE VI
DAMAGE AND DESTRUCTION; USE OF NET PROCEEDS**

SECTION 6.1. Obligation of the County to Repair and Replace the Mortgaged Property. Unless applied to the payment in full of the remaining Installment Payments pursuant to Section 6.2 and Section 10.1, the County shall cause the Net Proceeds of any insurance policies to be applied to the prompt repair, restoration or replacement of the Mortgaged Property. In the event that any such Net Proceeds exceeds \$1,000,000, the County shall cause such Net Proceeds to be deposited in a separate fund maintained by the County with the Lender or its designee and, except as set forth in Section 6.2, all Net Proceeds so deposited shall be disbursed upon receipt of requisitions of the County approved by the Lender, stating, with respect to each payment to be made, (a) the requisition number; (b) the name and address of the person, firm or corporation to whom payment is due; (c) the amount to be paid; and (d) that each obligation mentioned therein has been properly incurred, is a proper charge against the separate fund, and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation. The Lender shall cooperate with the County in the administration of such fund and shall not unreasonably withhold its approval of requisitions under this Section. Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of such Net Proceeds shall be the property of the County, subject to the Deed of Trust and Permitted Encumbrances, and shall be included as part of the Mortgaged Property under this Agreement.

SECTION 6.2. Insufficiency of Net Proceeds; Discharge of the Obligation of the County to Repair the Mortgaged Property. (a) If the Net Proceeds shall be insufficient to pay in full the cost of repair, restoration or replacement of the Mortgaged Property, the County may elect to complete the work and pay any cost in excess of the amount of the Net Proceeds, and the County agrees that, if by reason of any such insufficiency of the Net Proceeds, the County shall make any payments pursuant to the provisions of this subsection (a), the County shall not be entitled to any reimbursement therefor from the Lender, nor shall the County be entitled to any diminution of the Installment Payments payable under Section 4.1.

(b) If the County elects not to apply the Net Proceeds to the repair, restoration or replacement of the Mortgaged Property, the County may apply the Net Proceeds of such insurance policies, together with any other available funds of the County, to the prepayment in whole of the principal component of the Installment Payments in accordance with Section 10.1. In the event the amount of such Net Proceeds exceeds the amount necessary to prepay the principal component of all remaining Installment Payments, plus any prepayment premium and the interest component of the Installment Payments accrued to the date of prepayment, such excess shall be paid to or retained by the County.

Within ninety (90) days following the receipt of Net Proceeds, unless a further extension is approved by the Lender, the County shall commence the repair, restoration or replacement of the Mortgaged Property, or shall elect, by written notice to the Lender, to apply the Net Proceeds to the prepayment in whole of the Installment Payments under the provisions of Section 10.1. For purposes of this subsection, “**commence**” shall include the retention of an engineer in anticipation of the repair, restoration, modification, improvement or replacement of the Mortgaged Property. In the event that the County shall, after commencing the repair, restoration, modification, improvement or replacement of the Mortgaged Property, determine that the Net Proceeds (plus any amount withheld therefrom by reason of any deductible clause) shall be insufficient for the accomplishment thereof, the County may elect to apply the Net Proceeds to the prepayment in whole of the Installment Payments under the provisions of Section 10.1.

SECTION 6.3. Cooperation of the Lender. The Lender shall cooperate fully with the County in filing any proof of loss with respect to any insurance policy covering the events specified in Section 5.1 and Section 5.3. In no event shall the Lender or the County voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Mortgaged Property without the written consent of the other.

**ARTICLE VII
COVENANTS OF THE COUNTY**

SECTION 7.1. Installation of Additional Improvements. The County may at any time and from time to time, in the sole discretion of the County, and at its own expense, construct real property improvements and install items of equipment or other personal property in or upon any portion of the Mortgaged Property that does not materially impair the effective use, nor materially decrease the value, of the Mortgaged Property; provided, however, that the County shall repair and restore any and all damage resulting from the construction, installation, modification or removal of any such items. All such items provided by the County shall be subject to the lien of the Deed of Trust.

SECTION 7.2. Access to the Mortgaged Property. The County agrees that the Lender and its agents and employees, shall have the right, at all reasonable times during normal business hours of the County upon the furnishing of reasonable notice to the County under the circumstances, and subject to such safety restrictions or requirements that the County may deem appropriate, to enter upon the Mortgaged Property or any portion thereof to examine and inspect the same. The County further agrees that the Lender and the Lender's successors, assigns or designees shall have such rights of access to the Mortgaged Property as may be reasonably necessary to cause the proper maintenance of the Mortgaged Property in the event of failure by the County to perform its obligations hereunder. No right of inspection shall be deemed to impose on the Lender any duty or obligation whatsoever to undertake any inspection, and no inspection made by the Lender shall be deemed to impose upon the Lender any duty or obligation to identify any defects in the Mortgaged Property or to notify any person with respect thereto.

SECTION 7.3. Maintenance, Utilities, Taxes and Assessments. (a) Subject to the Enforcement Limitation, the County shall provide for the repair and replacement of any portion of the Mortgaged Property required on account of ordinary wear and tear or want of care.

(b) Subject to the Enforcement Limitation, the County shall also pay, or provide for the payment of, all taxes and assessments, including, but not limited to, utility charges of any type or nature levied, assessed or charged against any portion of the Mortgaged Property; provided, however, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the County shall be obligated to pay only such installments as are required to be paid as and when the same become due.

(c) The County may, at the County's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided,

however, that prior to such nonpayment, the County shall furnish to the Lender an opinion of counsel acceptable to the Lender to the effect that, by nonpayment of any such items, the interest of the Lender in the Mortgaged Property will not be materially endangered and that all or any portion of the Mortgaged Property will not be subject to loss or forfeiture. Otherwise, subject to the Enforcement Limitation, the County shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof.

SECTION 7.4. Modification of the Mortgaged Property. The County shall, in its sole discretion and at its own expense, have the right to make additions, modifications and improvements to any portion of the Mortgaged Property if such additions, modifications or improvements are necessary or beneficial for the use of the Mortgaged Property. Such additions, modifications and improvements shall not in any way damage any of the Mortgaged Property (unless such damage is to be repaired as provided in Section 6.1) or cause the Mortgaged Property to be used for purposes other than those authorized under the provisions of law, and the Mortgaged Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not less than the value of the Mortgaged Property immediately prior to the making of such additions, modifications and improvements. The Mortgaged Property, as so modified, shall be subject to the lien of the Deed of Trust.

Except for Permitted Encumbrances, the County shall not permit any lien to be established or remain against the Mortgaged Property for labor or materials furnished in connection with any additions, modifications or improvements made by the County pursuant to this Section; provided, however, that if any such lien is established, the County may, at its own expense and in its name, in good faith contest any lien filed or established against the Mortgaged Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, provided that the County shall furnish to the Lender full security against any loss or forfeiture which might arise from the nonpayment of any such item in form satisfactory to the Lender.

SECTION 7.5. Encumbrances. Except as provided in this Article (including, without limitation, Section 7.4 and this Section), the County shall not, directly or indirectly, create, incur, assume or suffer to exist any pledge, lien, charge, encumbrance or claim, as applicable, on or with respect to the Mortgaged Property, other than Permitted Encumbrances. Except as expressly provided in this Article and subject to the Enforcement Limitation, the County shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such pledge, lien, charge, encumbrance or claim for which it is responsible if the same shall arise at any time; provided, however, that the County may contest any such lien, charge, encumbrance or claim if it desires to do so and if it provides the Lender with full security against any loss or forfeiture which might arise from the nonpayment of any such item in form satisfactory to the Lender.

SECTION 7.6. Indemnification of the Lender and the Local Government Commission. To the fullest extent permitted by law, the County covenants to defend, indemnify and hold harmless the Lender and the LGC and their respective officers, directors, members, employees and agents (collectively, the “*Indemnified Party*”) against any and all losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such Indemnified Party may become subject under any statute or at law or in equity or otherwise in connection with the transactions contemplated by this Agreement or the Deed of Trust and shall reimburse any such Indemnified Party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of the transactions contemplated by this Agreement or the Deed of Trust. In particular, without limitation, the County shall and hereby agrees to indemnify and save the Indemnified Party harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of any breach or default on the part of the County in the performance of any of its obligations under this Agreement or the Deed of Trust.

SECTION 7.7. Financial Information. The County agrees that it will furnish the Lender, when the same become available, but in no event later than 210 days after the end of the Fiscal Year, its annual audited financial statements and, upon the written request of the Lender, it will furnish to the Lender information regarding its annual budget as submitted or approved.

**ARTICLE VIII
ASSIGNMENT AND LEASING**

SECTION 8.1. Assignment by the Lender. The Lender may, at any time and from time to time, assign to any bank, insurance company or similar financial institution or to any other entity approved by the LGC all or any part of its interest in the Mortgaged Property or this Agreement, including, without limitation, the Lender's rights to receive the Installment Payments and any additional payments due and to become due hereunder. Reassignment by any assignee may also only be to a bank, insurance company or similar financial institution or to any other entity approved by the LGC. In addition, the Lender or its assignees may assign or reassign all or any part of this Agreement, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Agreement, or making this Agreement part of a pool of obligations without the consent of the LGC, so long as such assignment or reassignment is to (i) a bank, insurance company or similar institution or any other entity approved by the LGC; or (ii) a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in this Agreement, provided such certificates are sold only to a bank, insurance company or similar financial institution or other entity approved by the LGC. Notwithstanding the foregoing, no assignment or reassignment of the Lender's interest in the Mortgaged Property or this Agreement shall be effective unless and until the County shall receive a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each assignee. The County covenants and agrees with the Lender and each subsequent assignee of the Lender to maintain for the full term of this Agreement a written record of each such assignment or reassignment. The County hereby appoints the Lender as its agent for the purpose of maintaining any written record in connection with an assignment under this Section, and the Lender hereby accepts such appointment. The County agrees to execute any document reasonably required by the Lender in connection with any assignment. Notwithstanding any assignment by the Lender of its interest in this Agreement, the County shall not be obligated to provide any financial or other information to any assignee of the Lender except as set forth in Section 7.7.

After the giving of notice described above to the County, the County shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgement shall in no way be deemed to make the assignment effective.

The Lender covenants that any disclosure document circulated by it or an assignee in connection with the sale of the Lender's rights in this Agreement will contain a statement to the effect that the County has not reviewed and is not responsible for the disclosure document. The Lender covenants to defend, indemnify and hold harmless the County and its officers, employees and agents against any and all losses, claims, damages or liabilities, joint or several, including fees and expenses

incurred in connection therewith, to which such Indemnified Party may become subject on account of any statement included in a disclosure document, or failure to include a statement in a disclosure document, unless the County shall have expressly approved the use of such disclosure document.

SECTION 8.2. Assignment and Leasing by the County. (a) This Agreement may not be assigned by the County.

(b) The County may lease all or any portion of the Mortgaged Property, subject to each of the following conditions:

(i) the obligation of the County to make Installment Payments hereunder shall remain obligations of the County;

(ii) the County shall within thirty (30) days prior to the execution and delivery of any such lease, furnish or cause to be furnished to the Lender, a true and complete copy of the form of such lease;

(iii) the Lender shall have received evidence satisfactory to the Lender that such lease is subordinate in all respects to the lien of the Deed of Trust; and

(iv) the lease by the County shall not cause the Mortgaged Property to be used for a purpose other than a governmental or proprietary function of the County authorized under the provisions of the Constitution and laws of the State and shall not cause the interest component in the Installment Payments to be includable in gross income of the Lender for federal income tax purposes.

**ARTICLE IX
EVENTS OF DEFAULT AND REMEDIES**

SECTION 9.1. Events of Default Defined. The following shall be “*events of default*” under this Agreement and the terms “*events of default*” and “*default*” shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) The failure by the County to pay any Installment Payment required to be paid hereunder when due.

(b) The occurrence of an Event of Nonappropriation.

(c) Failure by the County to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) or (b) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the County by the Lender; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period and if corrective action is instituted by the County within the applicable period and diligently pursued, the County shall have such additional period of time to correct the failure as shall be necessary to correct such failure so long as such correction is diligently pursued.

(d) The County becomes insolvent or the subject of insolvency proceedings; or is unable, or admits in writing its inability, to pay its debts as they mature; or makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its property; or files a petition or other pleading seeking reorganization, composition, readjustment or liquidation of assets, or requesting similar relief; or applies to a court for the appointment of a receiver for it or for the whole or any part of its property; or has a receiver or liquidator appointed for it or for the whole or any part of its property (with or without the consent of the County) and such receiver is not discharged within ninety (90) consecutive days after his appointment; or becomes the subject of an “*order for relief*” within the meaning of the United States Bankruptcy Code; or files an answer to a creditor’s petition admitting the material allegations thereof for liquidation, reorganization, readjustment or composition or to effect a plan or other arrangement with creditors or fail to have such petition dismissed within sixty (60) consecutive days after the same is filed against the County.

(e) The occurrence of an “*Event of Default*” under the Deed of Trust as defined therein.

(f) The County shall fail to pay the principal of or the interest or any redemption premium on any general obligation bonds or notes of the County as required by such bonds or notes or the documents providing for the issuance thereof.

(g) Any warranty, representation or statement made by the County herein or in the Deed of Trust or any other document executed and delivered by the County in connection herewith is found to be incorrect or misleading in any material respect as of the date made.

SECTION 9.2. Remedies on Default. Upon the occurrence of any event of default under Section 9.1, the Lender may, without any further demand or notice, exercise any one or more of the following remedies:

(a) declare the entire amount of the principal component of the Installment Payments and the accrued and unpaid interest component to the date of declaration to be immediately due and payable;

(b) exercise all remedies available at law or in equity or under the Deed of Trust, including foreclosure and sale of the Mortgaged Property, and apply the proceeds of any such sale or other disposition, after deducting all costs and expenses, including court costs and reasonable attorneys' fees incurred with the recovery, repair, storage and other sale or other disposition costs, toward the principal component and accrued and unpaid interest of the balance of Installment Payments due; and

(c) subject to the Enforcement Limitation, proceed by appropriate court action to enforce performance by the County of the applicable covenants of this Agreement or to recover for the breach thereof.

NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, IT IS THE INTENT OF THE PARTIES HERETO TO COMPLY WITH SECTION 160A-20 OF THE GENERAL STATUTES OF NORTH CAROLINA, AS AMENDED. NO DEFICIENCY JUDGMENT MAY BE ENTERED AGAINST THE COUNTY IN FAVOR OF THE LENDER OR ANY OTHER PERSON IN VIOLATION OF SAID SECTION 160A-20, INCLUDING, WITHOUT LIMITATION, ANY DEFICIENCY JUDGMENT FOR AMOUNTS THAT MAY BE OWED HEREUNDER WHEN THE SALE OF ALL OR ANY PORTION OF THE MORTGAGED PROPERTY IS INSUFFICIENT TO PRODUCE ENOUGH MONEYS TO PAY IN FULL ALL REMAINING OBLIGATIONS HEREUNDER.

SECTION 9.3. No Remedy Exclusive. No remedy conferred herein upon or reserved to the Lender is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. To the extent permitted by law, any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power nor shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lender to exercise any remedy reserved to it in this

Article, it shall not be necessary to give any notice other than such notice as may be required in this Article or by law.

SECTION 9.4. Agreement to Pay Attorneys' Fees and Expenses. In the event the County should default under any of the provisions hereof and the Lender should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the County contained herein, the County agrees that it will pay on demand to the Lender, subject to the limitations and provisions of Section 6-21.2 of the General Statutes of North Carolina, as amended, the reasonable fees of such attorneys and such other expenses so incurred by the Lender. For purposes of this Section, the reasonable fees of attorneys shall mean attorneys' fees actually incurred at such attorneys' standard hourly rate for such services and shall not be based on any percentage of the outstanding amount due; provided, however that such attorneys' fees shall not exceed the maximum amount permitted by law.

SECTION 9.5. No Additional Waiver Implied by One Waiver. In the event any provision contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder except as may be provided by law.

ARTICLE X
PREPAYMENT OF INSTALLMENT PAYMENTS

SECTION 10.1. Optional Prepayment of Installment Payments. Upon at least ten (10) days' prior written notice to the Lender (unless otherwise waived by the Lender), the County may prepay the outstanding principal component of the Installment Payments in whole, but not in part, on any date after July 14, 2023 at a prepayment price of 100% of the principal component of the Installment Payments to be prepaid, plus accrued interest thereon to the prepayment date.

**ARTICLE XI
MISCELLANEOUS**

SECTION 11.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received upon the earlier of actual receipt or three days after deposit in The United States first-class, registered or certified mail (unless otherwise provided herein), postage prepaid, at the following addresses:

If to the County:

County of Vance, North Carolina
122 Young Street, Suite B
Henderson, North Carolina 27536
Attention: Finance Director

If to the Lender:

JP Morgan Chase Bank, N.A.
4350 Congress Street, Floor 02
Charlotte, North Carolina 28209
Attention: Government and Institutional Banking

The County and the Lender, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

SECTION 11.2. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the County and the Lender and their respective successors and assigns. Whenever in this Agreement either the County or the Lender is named or referred to, such reference shall be deemed to include the successors or assigns thereof and all the covenants and agreements in this Agreement contained by or on behalf of the County or the Lender shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

SECTION 11.3. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 11.4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 11.5. Commitment Letter. The terms of this Agreement shall supersede the terms of any commitment letter, proposal or other term sheet provided

by the Lender. To the extent of any conflict between this Agreement and such other documents, this Agreement shall take priority.

SECTION 11.6. Applicable Law. This Agreement shall be construed and governed in accordance with the laws of the State of North Carolina.

SECTION 11.7. No Advisory Services. The County acknowledges and agrees that: (i) this Agreement is an arm's length commercial transaction between the County and the Lender in which the Lender is acting solely as a principal to make a loan to the County, and not as a municipal advisor, financial advisor or fiduciary to the County or any other person or entity regardless of whether the Lender or an affiliate has or is currently acting as such on a separate transaction; (ii) the Lender has not assumed any advisory or fiduciary responsibility to the County with respect to the transaction contemplated by this Agreement, and the discussions, undertakings and procedures leading to this Agreement (irrespective of whether the Lender or its affiliates have provided other services or are currently providing other services to the County on other matters); (iii) the only obligations the Lender has to the County with respect to the transaction contemplated by this Agreement are expressly set forth herein or the relating financing documents; and (iv) the County has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

SECTION 11.8. Iran Divestment; E-Verify. (a) The Lender hereby certifies that, as of the date hereof, it is not included on a list of persons engaged in investment activities in Iran created and maintained by the North Carolina Department of State Treasurer pursuant to the Iran Divestment Act of 2015, Article 6E, as amended, of Chapter 147 of the General Statutes of North Carolina. The Lender shall not utilize any subcontractor that is listed on any such list in connection with the transactions contemplated by this Agreement.

(b) The Lender hereby certifies that the Lender understands that "***E-Verify***" is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Lender uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Lender shall require that any subcontractor that it uses in connection with the transactions contemplated by this Agreement certify to such subcontractor's compliance with E-Verify.

IN WITNESS WHEREOF, the County and the Lender have caused this Agreement to be executed in their respective names by their respective duly authorized officers as of the date first above written.

**COUNTY OF VANCE, NORTH
CAROLINA**

[SEAL]

By: _____
Chairman of the Board

ATTEST:

Clerk of the Board

JP MORGAN CHASE BANK, N.A.

By: _____
Jeremy E. Fisher, Senior Vice President

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The foregoing Installment Financing Agreement has been approved under the provisions of Section 160A-20 and Article 8 of Chapter 159 of the General Statutes of North Carolina, as amended.

Secretary, Local Government Commission
of North Carolina

*[Signature page to the Installment Financing Agreement, dated as of July 14, 2020,
between the County of Vance, North Carolina and JP Morgan Chase Bank, N.A.]*

EXHIBIT A

INSTALLMENT PAYMENT SCHEDULE

<u>Installment Payment Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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EXHIBIT B

FORM OF REQUISITION

[To Be Prepared on County's Letterhead for Submission]

JP Morgan Chase Bank, N.A.
4350 Congress Street, Floor 02
Charlotte, North Carolina 28209
Attention: Government and Institutional Banking

Phone: _____ Email: _____

Re: Disbursement from the Project Account pursuant to Section 3.1 of the Installment Financing Agreement dated as of July 14, 2020, between Vance County, North Carolina (the "**County**") and JP Morgan Chase Bank, N.A. (the "**Lender**")

Requisition No: _____ Date of Requisition: _____

Pursuant to the terms and conditions of Section 3.1 of the Installment Financing Agreement, the County requests the disbursement of funds from the Project Account for the following Project Costs:

Disbursements will be to the County of Vance, North Carolina.

Amount: \$ _____

Attach copies of applicable vendor invoices or spreadsheet of expenditures to requisition when submitting.

Project Description: _____

Location of Equipment/Project: _____

To receive funds via wire transfer please include:

ABA Routing Number: _____

Account Number: _____

Physical address of County: 122 Young Street, Suite B, Henderson, North
Carolina 27536

The County makes this requisition pursuant to the following representations:

1. The County has appropriated in its current fiscal year funds sufficient to pay the Installment Payments and estimated additional payments due in the current fiscal year.
2. The purpose of this disbursement is for partial payment on the Project provided for under the Contract referenced above.
3. The requested disbursement has not been subject to any previous requisition.
4. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.
5. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.
6. No Event of Default is continuing under the Contract, and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.
7. The County shall allow the Lender to deliver and file, or cause to be filed, any Uniform Commercial Code financing statements with respect to the Project or portion of the Project that the Lender may request to evidence its security interest.
8. The County has in place insurance on this portion of the Project that complies with the insurance provisions of the Contract.

Capitalized terms used in this requisition have the meanings ascribed in the Project Fund Agreement.

Each amount requested for payment in this requisition either (a) represents reimbursement to the County for a Project Cost expenditure previously made or (b) will be used by the County promptly upon the receipt of funds from the Lender to make the payments to third parties described in this requisition.

Attached is evidence that the amounts shown in this requisition are properly payable at this time, such as bills, receipts, invoices, architects' payment certifications or other appropriate documents.

**COUNTY OF VANCE,
NORTH CAROLINA**

By: _____

Printed Name: _____

Title: _____

53436731.v1

Prepared by, and after recording
returned to:

Adam C. Parker, Esq.
North Carolina Bar No. 46309
Butler Snow LLP
City Plaza
445 North Boulevard, Suite 300
Baton Rouge, Louisiana 70802
Phone: (225) 325-8704

DEED OF TRUST

STATE OF NORTH CAROLINA

COUNTY OF VANCE

This **DEED OF TRUST**, dated as of July 14, 2020 (the “*Deed of Trust*”), from the **COUNTY OF VANCE, NORTH CAROLINA**, a body corporate and politic duly organized and validly existing under the Constitution and laws of the State of North Carolina (the “*County*”), to [_____], an individual, as trustee (the “*Deed of Trust Trustee*”), for the benefit of JP Morgan Chase Bank, N.A, and its successors and assigns (the “*Beneficiary*”);

WITNESSETH:

WHEREAS, the County has entered into an Installment Financing Agreement, of even date herewith (the “*Agreement*”), with the Beneficiary, whereby the Beneficiary agrees to advance moneys to the County for financing the costs of the Project (as defined in the Agreement) and related financing costs, and the County agrees to repay the moneys advanced to the County in installments due at the times and in the amounts set forth in **EXHIBIT A** to the Agreement (the “*Installment Payments*”) and to pay certain additional payments as more fully provided therein;

COLLATERAL IS OR INCLUDES FIXTURES

WHEREAS, pursuant to the Agreement, the County is delivering this Deed of Trust to secure the repayment by the County to the Beneficiary of the moneys advanced and all other sums payable under the Agreement and to secure the other obligations of the County under the Agreement and this Deed of Trust;

WHEREAS, the County has agreed to pay to the Beneficiary the sum of \$[_____], representing the moneys advanced, as evidenced by, and payable as provided in, the Agreement, with interest payable at the times and rate specified therein, with the final Installment Payment being due and payable on August 1, 2035;

WHEREAS, the County desires to secure (a) the payment of the Installment Payments due under the Agreement, (b) the payment by the County of all additional payments required to be paid by the County under the Agreement and the performance by the County of all of the additional covenants of the County set forth in the Agreement and (c) the performance of the covenants and agreements contained in this Deed of Trust, and any amendments and supplements hereto or thereto; and

WHEREAS, the County desires to execute and deliver this Deed of Trust as security for the payment of the amounts described above and the performance of the covenants described above;

NOW, THEREFORE, the County, subject to Permitted Encumbrances (as defined in the Agreement), as security for the Installment Payments and other payments to be made by the County under the Agreement and for the performance by the County of all of its obligations under the Agreement and this Deed of Trust, and in further consideration of the sum of \$1.00 paid to the County by the Deed of Trust Trustee, receipt and sufficiency of which are hereby acknowledged, has given, granted, bargained and sold, and by these presents does give, grant, bargain, sell and convey unto the Deed of Trust Trustee, its successors and assigns, in trust, with power of sale, the real property lying and being in Vance County in the State of North Carolina, constituting so much thereof as constitutes real Property or fixtures, and more particularly described as set forth in **EXHIBIT A** attached hereto and made a part hereof; **TOGETHER** with all buildings, improvements and fixtures of every kind and description now or hereafter erected or located thereon, all rights, appurtenances, easements, privileges, remainders and reversions appertaining thereto and all materials intended for construction, reconstruction, alteration and repair of such buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises hereby conveyed immediately upon the delivery thereof to the aforesaid real property, and all apparatus, equipment, fixtures and articles of personal property now or hereafter attached thereto as fixtures, and replacements thereof, including, but not limited to, all heating, refrigerating, air conditioning, gas, plumbing and electric apparatus and equipment, all boilers, engines, motors, power equipment, piping and plumbing fixtures, pumps, tanks, lighting equipment and systems, fire prevention and sprinkling equipment and systems, and other things now or hereafter thereon or therein, including all interests

of any owner thereof in any of such items, and all renewals or replacements thereof or articles in substitution thereof; **TOGETHER** with all rents, issues, profits and revenues of the aforesaid real Property, fixtures and other property and all of the right, title and interest of the County in and to any and all leases and contracts now or hereafter affecting the real Property, fixtures and other property covered hereby or any part thereof; **TOGETHER** with all proceeds of any of the foregoing real property and fixtures including, without limitation, proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, all awards and other payments as a result of or in lieu or in anticipation of the exercise of the right of condemnation or eminent domain by any governmental authority ("*Eminent Domain*"), all insurance proceeds and claims therefor as a result of damage to or destruction of all or any part of any of the foregoing, and all proceeds of title insurance with respect to all or any part of any of the foregoing (the real property, fixtures and proceeds granted to the Deed of Trust Trustee pursuant to the foregoing provisions hereof being collectively referred to as the "*Mortgaged Property*");

TO HAVE AND TO HOLD the Mortgaged Property, with all the rights, privileges and appurtenances thereunto belonging or appertaining to the Deed of Trust Trustee, its heirs, successors and assigns, in fee simple forever, upon the trusts and for the uses and purposes hereinafter set out;

AND THE COUNTY COVENANTS to and with the Deed of Trust Trustee and the Beneficiary that the County is seized of the Mortgaged Property in fee, that the County has the right to convey the Mortgaged Property in fee simple, that the Mortgaged Property is, to the County's knowledge, free and clear from all encumbrances and restrictions that would prevent such conveyance, and that the County does hereby forever warrant and will forever defend the title to the Mortgaged Property against the claims of all persons whatsoever; provided, however, that

THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST, that if the County shall make all of the payments required under the Agreement secured hereby in accordance with its terms, together with interest thereon and all taxes, charges, assessments and any premiums for insurance hereby secured, and, further, shall comply with all the covenants, terms and conditions of this Deed of Trust and the Agreement and any amendments and supplements thereto, then this conveyance shall be null and void and may be canceled of record at the request and at the cost of the County.

THE COUNTY FURTHER COVENANTS, REPRESENTS AND AGREES AS FOLLOWS:

SECTION 1. Amount Secured; Maintenance and Modification of Mortgaged Property by County. This Deed of Trust secures all present and future indebtedness owing by the City under the Agreement and this Deed of Trust. The principal amount of the indebtedness is \$[7,000,000].

The Deed of Trust Trustee shall not be under any obligation to operate, maintain or repair the Mortgaged Property. The County agrees that it will at its own expense (a) keep the Mortgaged Property in as reasonably safe condition as its operations shall permit, (b) keep the Mortgaged Property in good repair and in good operating condition, (c) comply with all applicable governmental requirements imposed upon the Mortgaged Property or in connection with its use and (d) make from time to time all necessary repairs thereto and renewals and replacements thereof.

Subject to the provisions of the Agreement, the County may also, at its own expense, make from time to time any additions, modifications or improvements to the real property covered hereby that it may deem desirable and that do not materially impair the effective use, nor materially decrease the value, of the Mortgaged Property. All such additions, modifications and improvements so made by the County within the boundaries of the Mortgaged Property shall become a part of the Mortgaged Property. The County will do, or cause to be done, all such things as may be required by law in order to fully protect the security and all rights of the Beneficiary under this Deed of Trust. The County shall not cause or permit the lien of this Deed of Trust to be impaired in any way.

SECTION 2. Grant and Release of Easements; Release of Mortgaged Property. If no Event of Default under this Deed of Trust shall have occurred and shall continue to exist, the County may at any time or times grant easements, licenses, rights of way and other rights or privileges in the nature of easements with respect to any part of the Mortgaged Property, and the County may release existing interests, easements, licenses, rights of way and other rights or privileges with or without consideration, and the Beneficiary agrees that it shall execute and deliver and will cause, request or direct the Deed of Trust Trustee to execute and deliver any instrument necessary or appropriate to grant or release any such interest, easement, license, right of way or other right or privilege but only upon receipt of (a) a copy of the instrument of grant or release, (b) a written application signed by an authorized representative of the County requesting such instrument and (c) a certificate executed by an authorized representative of the County stating that the grant or release (i) is not detrimental to the proper conduct of the operations of the County at the Mortgaged Property and (ii) will not impair the effective use of or interfere with the operations of the County at the Mortgaged Property and will not diminish the value of the security under this Deed of Trust in contravention of the provisions hereof.

SECTION 3. Default; Remedies of the Deed of Trust Trustee and Beneficiary Upon Default.

- (a) If any of the following events shall occur:
 - (i) default in any payment under the Agreement or default in any of the other terms or conditions of the Agreement secured hereby and the expiration of any applicable grace or notice periods provided thereby;

(ii) failure by the County to observe and perform any warranty, covenant, condition or agreement on the part of the County under this Deed of Trust other than Section 6 hereof for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the County by the Beneficiary unless the Beneficiary shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be reasonably corrected within the applicable period, and if corrective action is instituted by the County within the applicable period, the County shall have such additional period of time to correct the failure as shall be necessary, so long as such correction is diligently pursued;

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

then and in any of such events (hereinafter referred to as an “*Event of Default*”), all payments under the Agreement shall, at the option of the Beneficiary, become at once due and payable, regardless of the maturity date or other due date thereof.

(b) Upon the occurrence of an Event of Default:

(i) To the extent permitted by law, the Deed of Trust Trustee shall have the right to enter upon the Mortgaged Property to such extent and as often as the Deed of Trust Trustee, in his sole discretion, deems necessary or desirable in order to cure any default by the County. To the extent permitted by law, the Deed of Trust Trustee may take possession of all or any part of the Mortgaged Property and may hold, operate and manage the same, and from time to time make all needful repairs and improvements as shall be deemed expedient by the Deed of Trust Trustee; and the Deed of Trust Trustee may lease any part of the Mortgaged Property in the name of and for the account of the County, and collect, receive and sequester the rent, revenues, receipts, earnings, income, products and profits therefrom, and out of the same and from any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of, all proper costs and expenses of so taking, holding and managing the same, including reasonable compensation to the Deed of Trust Trustee, his agents and counsel, and any taxes and assessments and other charges prior to the lien of this Deed of Trust which the Deed of Trust Trustee may deem it proper to pay, and all expenses of such repairs and improvements, and apply the remainder of the moneys so received in accordance with the provisions hereof.

(ii) To the extent permitted by law, the Deed of Trust Trustee shall have the right after an Event of Default to the appointment of a receiver to collect the rents and profits from the Mortgaged Property without consideration

of the value of the premises or the solvency of any person liable for the payment of the amounts then owing, and all amounts collected by the receiver shall, after expenses of the receivership, be applied to the payment of the obligations hereby secured, and the Deed of Trust Trustee, at his option, in lieu of an appointment of a receiver, shall have the right to do the same. If such receiver should be appointed or if there should be a sale of the said premises, as provided below, the County, or any person in possession of the premises thereunder, as tenant or otherwise, shall become a tenant at will of the receiver or of the purchaser and may be removed by a writ of ejectment, summary ejectment or other lawful remedy.

(iii) The Deed of Trust Trustee shall have the right to assign to any other person, for lawful consideration, any rents, revenues, earnings, income, products and profits receivable under this Deed of Trust, provided that the proceeds of any such assignment shall be applied as provided in this Deed of Trust

(iv) The Deed of Trust Trustee is hereby authorized and empowered to expose to sale and to sell the Mortgaged Property or such part or parts thereof or interests therein as the Deed of Trust Trustee deems prudent at public auction for cash, and upon collection of the proceeds from such sale to make and deliver a deed therefor, after first having complied with all applicable requirements of North Carolina law with respect to the exercise of powers of sale contained in deeds of trust. The County agrees that in the event of a sale hereunder, the Beneficiary shall have the right to bid at it and to become the purchaser. The Deed of Trust Trustee may require the successful bidder at any sale to deposit immediately with the Deed of Trust Trustee cash or a certified check in an amount not to exceed five percent (5%) of his bid, provided notice of such requirement is contained in the advertisement of the sale. The bid may be rejected if the deposit is not immediately made and thereupon the next highest bidder may be declared to be the successful bidder. Such deposit shall be refunded in case a resale is had; otherwise it shall be applied to the purchase price. The sale of the Mortgaged Property or any part thereof or any interest therein, whether pursuant to judicial foreclosure, foreclosure under power of sale or otherwise under this Deed of Trust, shall forever bar any claim with respect to the Mortgaged Property by the County.

(v) To the extent permitted by law, the Beneficiary, immediately and without additional notice and without liability therefor to the County, may do or cause to be done any or all of the following: (A) take physical possession of the Mortgaged Property; (B) exercise its right to collect the rents and profits thereof; (C) enter into contracts for the completion, repair and maintenance of the Mortgaged Property; (D) expend any rents, income and profits derived from the Mortgaged Property for payment of any taxes, insurance premiums, assessments and charges for completion, repair and maintenance of the

Mortgaged Property, preservation of the lien of this Deed of Trust and satisfaction and fulfillment of any liabilities or obligations of the County arising out of or in any way connected with the Mortgaged Property whether or not such liabilities and obligations in any way affect, or may affect, the lien of this Deed of Trust; (E) enter into leases demising the Mortgaged Property or any part thereof; (F) take such steps to protect and enforce the specific performance of any covenant, condition or agreement in this Deed of Trust or the Agreement or to aid the execution of any power herein granted; and (G) generally, supervise, manage, and contract with reference to the Mortgaged Property as if the Beneficiary were the equitable owner of the Mortgaged Property. The County also agrees that any of the foregoing rights and remedies of the Beneficiary may be exercised at any time independently of the exercise of any other such rights and remedies, and the Beneficiary may continue to exercise any or all such rights and remedies until the Event(s) of Default of the County are cured with the consent of the Beneficiary or until foreclosure and the conveyance of the Mortgaged Property to the high bidder or until the indebtedness secured hereby is otherwise satisfied or paid in full.

(vi) The Beneficiary may proceed against the fixtures referred to in Section 12 as provided in and in accordance with the applicable provisions of the Uniform Commercial Code as adopted by the State of North Carolina, as amended (the “*UCC*”), or, at its election, may proceed and may instruct the Deed of Trust Trustee to proceed as to the portion of the Mortgaged Property constituting fixtures, in accordance with its rights and remedies with respect thereto and those granted to the Deed of Trust Trustee, all as set forth in this Deed of Trust. Subject to any limitations imposed by the applicable provisions of the UCC, the Beneficiary may sell, lease, or otherwise dispose of all or any part of the fixtures, at public or private sale, for cash or on credit, as a whole or in part, and the Beneficiary may at such sale or sales purchase the fixtures or any part thereof. The proceeds of such sale, lease, collection or other disposition shall be applied first to the costs and expenses of the Beneficiary incurred in connection with such sale, lease, collection or other disposition, and then to such outstanding balance due on any and all indebtedness owed to the Beneficiary. Further, the Beneficiary may require the County to assemble the fixtures, or evidence thereof, and make them reasonably available to the Beneficiary at one or more places to be designated by the Beneficiary which are reasonably convenient to the Beneficiary, and the Beneficiary may take possession of the fixtures and hold, prepare for sale, lease or other disposition and sell, lease or otherwise dispose of the fixtures. Any required notice by the Beneficiary of sale or other disposition or default, when mailed to the County at its address set forth herein, shall constitute reasonable notice to the County. In addition to, but not in limitation of, any of the foregoing, the Beneficiary may exercise any or all of the rights and remedies afforded to the Beneficiary by the provisions of the UCC or otherwise afforded to the Beneficiary under this Deed of Trust, with all such rights and remedies being cumulative and not

alternative, and the County agrees, to the extent permitted by law, to pay the reasonable costs of collection, including, in addition to the costs and disbursements provided by statute, reasonable attorneys' fees and legal expenses which may be incurred by the Beneficiary subject to the procedures and limitations set forth in Section 6-21.2 of the General Statutes of North Carolina, as amended.

In all such cases, the Beneficiary shall have the right to direct the Deed of Trust Trustee to exercise the remedies granted hereunder.

(c) The County also agrees that any of the foregoing rights and remedies of the Beneficiary may be exercised at any time independently of the exercise of any other such rights and remedies, and the Beneficiary may continue to exercise any or all such rights and remedies until the Event(s) of Default of the County are cured with the consent of the Beneficiary or until foreclosure and the conveyance of the Mortgaged Property to the high bidder or until the indebtedness secured hereby is otherwise satisfied or paid in full.

(d) The County hereby waives, to the full extent it lawfully may, the benefit of all appraisalment, valuation, stay, moratorium, exemption from execution, extension and redemption laws and any statute of limitations, now or hereafter in force and all rights of marshalling in the event of the sale of the Mortgaged Property or any part thereof or any interest therein.

(e) Except as set forth in subsection (f) of this Section, the foregoing shall in no way be construed to limit the powers of sale or to restrict the discretion the Deed of Trust Trustee may have under the provisions of Article 2A of Chapter 45 of the General Statutes of North Carolina, as amended. Each legal, equitable or contractual right, power or remedy of the Deed of Trust Trustee now or hereafter provided herein or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power and remedy, and the exercise or beginning of the exercise by the Deed of Trust Trustee of any one or more of such rights, powers and remedies shall not preclude the simultaneous or later exercise of any or all such other rights, powers and remedies.

(f) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NO DEFICIENCY JUDGMENT SHALL BE RENDERED AGAINST THE COUNTY IN ANY ACTION FOR BREACH BY THE COUNTY OF ITS OBLIGATIONS UNDER THE AGREEMENT OR THIS DEED OF TRUST, OR FOLLOWING THE EXERCISE BY THE COUNTY OF ITS RIGHT OF TERMINATION OF ITS OBLIGATION TO MAKE THE INSTALLMENT PAYMENTS AND ANY ADDITIONAL PAYMENTS UNDER THE AGREEMENT; THE REMEDIES PROVIDED UNDER THIS DEED OF TRUST, INCLUDING FORECLOSURE AND SALE OF THE MORTGAGED PROPERTY UNDER THIS DEED OF TRUST, BEING THE SOLE REMEDY GRANTED HEREBY. THE TAXING POWER OF THE COUNTY IS NOT AND

MAY NOT BE PLEDGED IN ANY WAY, DIRECTLY OR INDIRECTLY TO SECURE THE PAYMENT OF ANY MONEYS DUE UNDER THE AGREEMENT, INCLUDING THE INSTALLMENT PAYMENTS UNDER THE AGREEMENT OR ANY OTHER INSTRUMENT CONTEMPLATED HEREBY OR THEREBY.

SECTION 4. Application of Proceeds. The proceeds of (a) the operation and management of the Mortgaged Property pursuant to Section 3 hereof, (b) any sale of the Mortgaged Property or any interest therein, whether pursuant to judicial foreclosure, foreclosure under power of sale or otherwise and (c) any insurance policies or eminent domain awards or other sums (other than awards or sums to which the County is entitled to under the Agreement) retained by the Deed of Trust Trustee upon the occurrence of an Event of Default shall be applied to pay:

First: The costs and expenses of sale, reasonable attorneys' fees actually incurred at standard hourly rates to the extent permitted by Section 6-21.2 of the General Statutes of North Carolina, as amended, the Beneficiary's fees and expenses, court costs, any other expenses or advances made or incurred in the protection of the rights of the Beneficiary or in the pursuance of any remedies hereunder and the Deed of Trust Trustee's commission payable under Section 5 hereof;

Second: All taxes and assessments then constituting a lien against said premises other than those advertised and sold subject to;

Third: Any indebtedness secured by this Deed of Trust and at the time due and payable (whether by acceleration or otherwise), including all amounts of principal and interest at the time due and payable with respect to the Installment Payments, and interest on any overdue principal of at a rate *per annum* equal to the original interest rate payable with respect to the Installment Payments; and

Fourth: The balance, if any, to the persons then entitled thereto under the Agreement.

SECTION 5. Deed of Trust Trustee's Commission. In the event of a consummated sale under the power of sale contained herein, the Deed of Trust Trustee's commission shall be a reasonable commission for services rendered not to exceed five percent (5%) of the highest bid thereat.

It is further provided that in the event foreclosure is terminated upon the request of the County prior to delivery of the deed by the Deed of Trust Trustee, the County shall pay the Deed of Trust Trustee all costs and expenses incident to the foreclosure, including reasonable compensation for services rendered; together with attorneys' fees actually incurred at standard hourly rates to the extent permitted by Section 6-21.2 of the General Statutes of North Carolina, as amended.

It is further provided that the compensation herein allowed to the Deed of Trust Trustee shall constitute indebtedness secured hereby on the Mortgaged Property immediately upon request of sale.

SECTION 6. General Covenant. The County shall pay the amounts due under the Agreement and shall observe and perform all covenants, conditions and agreements contained in the Agreement, and any amendments and supplements thereto.

SECTION 7. Payment of Costs, Attorneys' Fees and Expenses. To the extent permitted by law, the County agrees to pay any and all costs, attorneys' fees and other expenses of whatever kind incurred by the Beneficiary or the Deed of Trust Trustee in connection with (a) obtaining possession of the Mortgaged Property, (b) the protection and preservation of the Mortgaged Property, (c) the collection of any sum or sums secured hereby, (d) any litigation involving the Mortgaged Property, this trust, any benefit accruing by virtue of the provisions hereof, or the rights of the Deed of Trust Trustee or the Beneficiary, (e) the presentation of any claim under any administrative or other proceeding in which proof of claim is required by law to be filed, (f) any additional examination of the title to the Mortgaged Property which may be reasonably required by the Beneficiary or the Deed of Trust Trustee, (g) taking any steps whatsoever in enforcing this Deed of Trust, claiming any benefit accruing by virtue of the provisions hereof, or exercising the rights of the Beneficiary hereunder, or (h) any proceeding, legal or otherwise, which the Beneficiary shall deem necessary to sustain the lien of this Deed of Trust or its priority. If the County shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 3 of this Deed of Trust.

SECTION 8. Insurance and Taxes. Pursuant to the Agreement, the County will obtain and maintain certain insurance and will pay all lawful taxes, assessments and charges, if any, at any time levied or assessed upon or against the Mortgaged Property or any part thereof; provided, however, that nothing contained in this Deed of Trust shall require the maintenance of insurance or the payment of any such taxes, assessments or charges if the same are not required to be paid under the Agreement. If the County shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 3 of this Deed of Trust.

SECTION 9. No Assignment or Encumbrance of the Mortgaged Property. Except as permitted by the Agreement and this Deed of Trust the County shall not sell, transfer, exchange, lease, mortgage, encumber, pledge, assign or otherwise dispose of the Mortgaged Property or any interest therein or pail thereof without the prior written consent of the Beneficiary. Any such disposition or encumbrance of the Mortgaged Property or any interest therein or any part thereof other than Permitted Encumbrances without such prior written consent shall, at the

option of the Beneficiary, constitute a default hereunder, giving rise to all of the remedies herein provided for an Event of Default.

SECTION 10. Advances by Beneficiary. The Beneficiary is authorized, but is not required to, for the account of the County, to make any required payments under any lien prior hereto or under this Deed of Trust, the non-payment of which would constitute a default, including but not limited to principal payments, interest payments, premium payments, if any, taxes and insurance premiums. All sums so advanced shall attach to and become part of the debt secured hereby, shall become payable at any time on demand therefor and, from the date of the advance to the date of repayment, any sum so advanced shall bear interest at a rate of six percent (6%) *per annum*. The failure to make payment on demand shall, at the option of the Beneficiary, constitute a default hereunder, giving rise to all of the remedies herein provided for an Event of Default. If the County shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 3 of this Deed of Trust.

SECTION 11. The Deed of Trust Trustee. The Deed of Trust Trustee shall be under no duty to take any action hereunder except as expressly required, or to perform any act which would involve him in expense or liability or to institute or defend any suit in respect hereof, unless properly indemnified to his satisfaction by the Beneficiary. All reasonable expenses, charges, counsel fees and other disbursements incurred by the Deed of Trust Trustee in and about the administration and execution of the trusts hereby created, and the performance of its duties and powers hereunder, shall, to the extent permitted by law, be secured by this Deed of Trust prior to the indebtedness represented by the Agreement, and such amounts not paid when due shall, to the extent permitted by law, bear interest at a rate of six percent (6%) *per annum*. If the County shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 3 of this Deed of Trust.

SECTION 12. Security Interest in Fixtures. COLLATERAL IS OR INCLUDES FIXTURES. With respect to any portion of the Mortgaged Property which is or may become fixtures, this Deed of Trust shall constitute a financing statement filed as a fixture filing. The lien upon fixtures granted herein and perfected hereby shall be in addition to and not in lieu of any lien upon fixtures acquired under real property law. The fixtures are located on the land described on **EXHIBIT A**, and the County is the record owner of that land. The name and address of the County, as debtor, and the Beneficiary, as secured party, are set forth in Section 16. This Deed of Trust is intended to be a security agreement pursuant to the Uniform Commercial Code, as in effect in the State of North Carolina.

SECTION 13. Leases. The County shall keep, observe and perform all of the covenants, agreements, terms, conditions and provisions on its part to be kept, observed or performed under any leases involving all or any part of the Mortgaged Property, shall require tenants to keep, observe and perform all of the covenants, agreements, terms, conditions and provisions on their part to be kept, observed or performed under any such leases and shall not suffer or permit any breach or default to occur with respect to the foregoing. In the event of a default by the County under any lease involving all or any part of the Mortgaged Property, the Beneficiary shall have the right to perform or to require performance of any such covenants, agreements, terms, conditions or provisions of such leases, and to add any expense incurred in connection therewith to the debt secured hereby. Any such expense incurred by the Beneficiary shall be immediately due and payable. If the County shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 3 of this Deed of Trust.

SECTION 14. Additional Documents. The County agrees to execute and deliver to the Beneficiary, concurrently with the execution of this Deed of Trust and upon the request of the Beneficiary from time to time hereafter, all financing statements and other documents reasonably required to perfect and maintain the lien or security interest created hereby. For the period in which the indebtedness of the County to the Beneficiary remains unpaid, the County hereby irrevocably makes, constitutes and appoints the Beneficiary as the true and lawful attorney in fact of the County, to the extent permitted by law, to sign the name of the County on any financing statement, continuation of financing statement or similar document required to perfect or continue such security interests.

SECTION 15. Environmental Issues. The County for itself, its successors and assigns represents, warrants and agrees that, except as disclosed in writing to the Beneficiary by the County, (a) neither the County nor, to the best of the County's knowledge, any other person has improperly used or installed any Hazardous Material (as hereinafter defined) on the Mortgaged Property or received any notice from any governmental agency, entity or other person with regard to Hazardous Materials on, from or affecting the Mortgaged Property; (b) neither the County nor, to the best of the County's knowledge, any other person has violated any applicable Environmental Laws (as hereinafter defined) relating to or affecting the Mortgaged Property; (c) to the best of the County's knowledge, the Mortgaged Property is presently in compliance with all Environmental Laws and there are no circumstances presently existing upon or under the Mortgaged Property, or relating to the Mortgaged Property which may violate any applicable Environmental Laws, and there is not now pending, or threatened, any action, suit, investigation or proceeding against the County relating to the Mortgaged Property (or against any other party relating to the Mortgaged Property) seeking to enforce any right or remedy under any of the Environmental Laws; (d) the Mortgaged Property shall be used to generate, manufacture, refine, transport, treat, store, handle, dispose, produce or process

Hazardous Materials only in accordance with all applicable Environmental Laws; (e) the County shall not cause nor permit the improper installation of Hazardous Materials in the Mortgaged Property nor a release of Hazardous Materials on the Mortgaged Property; (f) the County shall at all times comply with and ensure compliance by all other parties with all applicable Environmental Laws relating to or affecting the Mortgaged Property and shall keep the Mortgaged Property free and clear of any liens imposed pursuant to any applicable Environmental Laws; (g) the County has obtained and will at all times continue to obtain and/or maintain all licenses, permits, and/or other governmental or regulatory actions necessary to comply with Environmental Laws with respect to the Mortgaged Property (the “*Permits*”), and the County is in full compliance with the terms and provisions of the Permits and will continue to comply with the terms and provisions of the Permits; (h) the County shall immediately give the Beneficiary oral and written notice in the event that the County receives any notice from any governmental agency, entity, or any other party with regard to Hazardous Materials on, from or affecting the Mortgaged Property and shall conduct and complete all investigations, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Mortgaged Property in accordance with all applicable Environmental Laws. To the extent permitted by law, the County hereby agrees to defend and indemnify the Deed of Trust Trustee and the Beneficiary and hold them harmless from and against any and all losses, liabilities, damages, injuries (including, without limitation, attorneys’ fees) and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against the Deed of Trust Trustee or the Beneficiary for, with respect to, or as a direct or indirect result of (a) the presence on, or under, or the escape, spillage, emission or release from the Mortgaged Property of any Hazardous Material regardless of whether or not caused by or within the control of the County, (b) the violation of any Environmental Laws relating to or affecting the Mortgaged Property, whether or not caused by or within the control of the County, (c) the failure by the County to comply fully with the terms and provisions of this paragraph, or (d) any warranty or representation made by the County in this paragraph being false or untrue in any material respect. In the event that the Beneficiary elects to control, operate, sell or otherwise claim property rights in the Mortgaged Property, the County shall deliver the Mortgaged Property free of any and all Hazardous Materials so that the conditions of the Mortgaged Property shall conform with all applicable Environmental Laws. Prior to any such delivery of the Mortgaged Property, the County shall pay to the Beneficiary from its own funds any amounts required to be paid under the indemnification provisions set forth above. For purposes of this Deed of Trust, “*Hazardous Material*” means and includes petroleum products, any flammable explosives, radioactive materials, hazardous materials, asbestos or any material containing asbestos, and/or any hazardous, toxic or dangerous waste, substance or material defined as such in (or for the purpose of) the Environmental Laws. For the purposes of this Deed of Trust, “*Environmental Laws*” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Oil Pollution Act of 1990, the Emergency Planning and Right-to-Know Act, the Clean Water Act,

the Clean Air Act, the Toxic Substance Control Act, the Resource Conservation and Recovery Act, any “*Super Fund*” or “*Super Lien*” law (including in all cases any regulations promulgated thereunder), or any other federal, state, or local law, regulation or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials, as may now or at any time hereafter be in effect. The obligations and liabilities of the County under this paragraph shall survive the foreclosure of the Deed of Trust, the delivery of a deed in lieu of foreclosure, and the cancellation of this Deed of Trust; or if otherwise expressly permitted in writing by the Beneficiary, the sale or alienation of any part of the Mortgaged Property.

SECTION 16. Miscellaneous. (a) Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing and, unless otherwise provided herein, shall be deemed to have been given when delivered or mailed by registered or certified mail, postage prepaid, addressed as follows: (a) if to the County, at 122 Young Street, Suite B, Henderson, North Carolina 27536, Attention: Finance Director; (b) if to the Beneficiary, to JP Morgan Chase Bank, N.A., 4350 Congress Street, Floor 02, Charlotte, North Carolina 28209, Attention: Government and Institutional Banking; and (c) if to the Deed of Trust Trustee, to [_____].

The County, the Deed of Trust Trustee and the Beneficiary may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed.

(b) Substitution of Deed of Trust Trustee. The County and the Deed of Trust Trustee covenant and agree to and with the Beneficiary that in case the Deed of Trust Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for any reason the Beneficiary desires to replace the Deed of Trust Trustee, then the Beneficiary may appoint, in writing, a trustee to take the place of the Deed of Trust Trustee; and upon the probate and registration of the same, the trustee thus appointed shall succeed to all rights, powers and duties of the Deed of Trust Trustee. This granting of power to the Beneficiary is coupled with an interest and is irrevocable.

(c) Successors and Assigns. This Deed of Trust shall inure to the benefit of and be enforceable by the Deed of Trust Trustee and the Beneficiary and their respective successors and assigns.

(d) Amendments and Supplements. This Deed of Trust may be amended and supplemented only as provided in the Agreement.

(e) Applicable Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of North Carolina.

(f) Execution in Counterparts. This Deed of Trust may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(g) Severability. In the event any term, provision or covenant herein contained or the application thereof to any circumstances or situation shall be invalid or unenforceable in whole or in part, the remainder hereof and the application of said term or provision or covenant to any other circumstances or situation shall not be affected thereby, and every other term, provision or covenant herein shall be valid and enforceable to the full extent permitted by law.

[The remainder of this page is intentionally left blank; signatures follow.]

IN WITNESS WHEREOF, the County has caused this Deed of Trust to be executed in its name by the Chairman of the Board of Commissioners for the County and its seal to be impressed hereon and attested by the Clerk to said Board of Commissioners, all as of the date first above written.

**COUNTY OF VANCE,
NORTH CAROLINA**

[SEAL]

By: _____
Chairman

Attest:

Clerk to the Board of Commissioners

ACKNOWLEDGEMENT FOR COUNTY

STATE OF NORTH CAROLINA

COUNTY OF VANCE

This _____ day of _____, 2020, personally came before me, a Notary Public in and for the said County and State, Kelly H. Grissom, who, being by me duly sworn, says that she is the Clerk to the Board of Commissioners for the County of Vance, North Carolina, a body corporate and politic validly existing under the laws of the State of North Carolina and acting through said Board of Commissioners, and by authority duly given and as the act of said County, the foregoing instrument was signed in its name by the Chairman of said Board of Commissioners, sealed with its seal and attested by herself as the Clerk to said Board of Commissioners.

Witness my hand and notarial seal this _____ day of _____, 2020.

(Notarial Seal)

Notary Public

Printed Name: _____

My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Being that tract of land containing 14.95 acres as shown on the survey entitled "Survey For Vance County, property of Vance County Board of Education" as prepared by Bobbitt Surveying, P.A., dated November 08, 2019 and recorded in Plat Book "Z", Page 154, Vance County Registry.

*County Attorney's
Report*

**RESOLUTION AUTHORIZING UPSET BID PROCESS
FOR SALE OF REAL PROPERTY
Oak Ridge Church Road Lot, Henderson, NC 27537**

WHEREAS, Vance County owns certain real property with an address of **Oak Ridge Church Road Lot, Henderson, North Carolina**, and more particularly described by the Vance County Tax Department as Parcel Number **0482 04006**; and,

WHEREAS, North Carolina General Statute §160A-269 permits the county to sell real property by upset bid, after receipt of an offer for the property; and,

WHEREAS, the County has received an offer to purchase the real property described herein above in the amount of **\$1,400.00** subject to the terms and conditions as included in the submitted offer to purchase bid, submitted by *Mekre Eyesus Francis*; and,

WHEREAS, *Mekre Eyesus Francis* has paid the required deposit in the amount of **\$1,400.00** with his offer.

THEREFORE, THE VANCE COUNTY BOARD OF COMMISSIONERS RESOLVES THAT:

1. The Board of County Commissioners declares the real property described above surplus and authorizes its sale through the upset bid procedure of North Carolina General Statute §160A-269.

2. A notice of the proposed sale shall be published which shall describe the property and the amount of the offer and shall require any upset offer be subject to the same terms and conditions as contained therein except for the purchase price.

3. Any person may submit an upset bid to the Clerk to the Board of County Commissioners within 10 days after the notice of sale is published. Once a qualifying higher bid has been received, that bid will become the new offer.

4. If a qualifying upset bid is received, a new notice of upset bid shall be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Board of County Commissioners.

5. A qualifying higher bid is one that raises the existing offer by the greater of \$750 or ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of the offer and is subject to the same terms and conditions of the previous bid.

6. A qualifying higher bid must also be accompanied by a deposit in the amount of the greater of \$750 or five percent (5%) of the bid, which may be made by cash, cashier's check

or certified funds. The County will return the deposit of any bid not accepted and will return the bid of an offer subject to upset if a qualifying higher bid is received.

7. The terms of the final sale are that the Board of County Commissioners must approve the final high offer before the sale is closed and the buyer must pay with certified funds or wire transfer the bid amount and any other amounts as required pursuant to the terms and conditions of the bid at the time of closing, which shall be no later than 30 days following the approval by this Board of the final bid. The real property is sold in its current condition, as is, and the County gives no warranty with respect to the usability of the real property or title. Title will be delivered at closing by **a Non Warranty Deed**, subject to exceptions for ad valorem taxes, assessments, zoning regulations, restrictive covenants, street easements, rights of others in possession and any other encumbrances of record. Buyer shall pay for preparation and recording of the Deed and revenue stamps.

8. The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted **and the right to reject all bids at any time.**

9. If no qualifying upset bid is received, the Board of County Commissioners will accept or reject the bid submitted within 60 days after the close of the 10-day upset period.

This the 6th day of July 2020.

Gordon Wilder, Chairman
Vance County Board of Commissioners

ATTEST:

Kelly H. Grissom, Clerk to the Board

Oak Ridge Church Rd (0482 04006)



Offer to Purchase	\$ 1400
Condition	Foreclosed in April 2015; cemetery/brick walls; consisting of 2.30 acres; Property is owned by County; located in the county, and zoned R20 (Residential Medium Density)
Property Value	\$10,768 (\$1,159 tax/ \$618 interest); \$2,750 (Attorney Fees)
Buyer	Mekre Eyesus Frances

Oak Ridge Church Rd - Tax Parcel 0482 04006 (Tax Values \$)

\$94,623.00
0482 02001
0482 02002
\$0.00
0482 02017

\$26,680.00 0482 03004
WOODLIEF EVELYN P

LONG CREEK UNITED HOLINESS
0482 04021
\$71,028.00

GRISSOM HERBERT MILLARD JR
\$116,823.00 0477 01001

GARNER IRIS E 0482 03003
\$30,958.00

LONG CREEK UNITED HOLINESS
0482 04002
\$12,854.00

VANCE COUNTY
0482 04006
\$10,768.00

CREWS CALVIN
\$76,521.00
0482 04008

WOODLIEF EVELYN P 0482 03002
\$79,437.00

\$202,110.00 0482 04003
GRISSOM HERBERT M JR

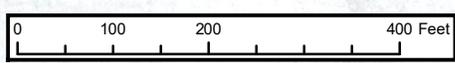
0482 04016

0482 04011

0482 04004

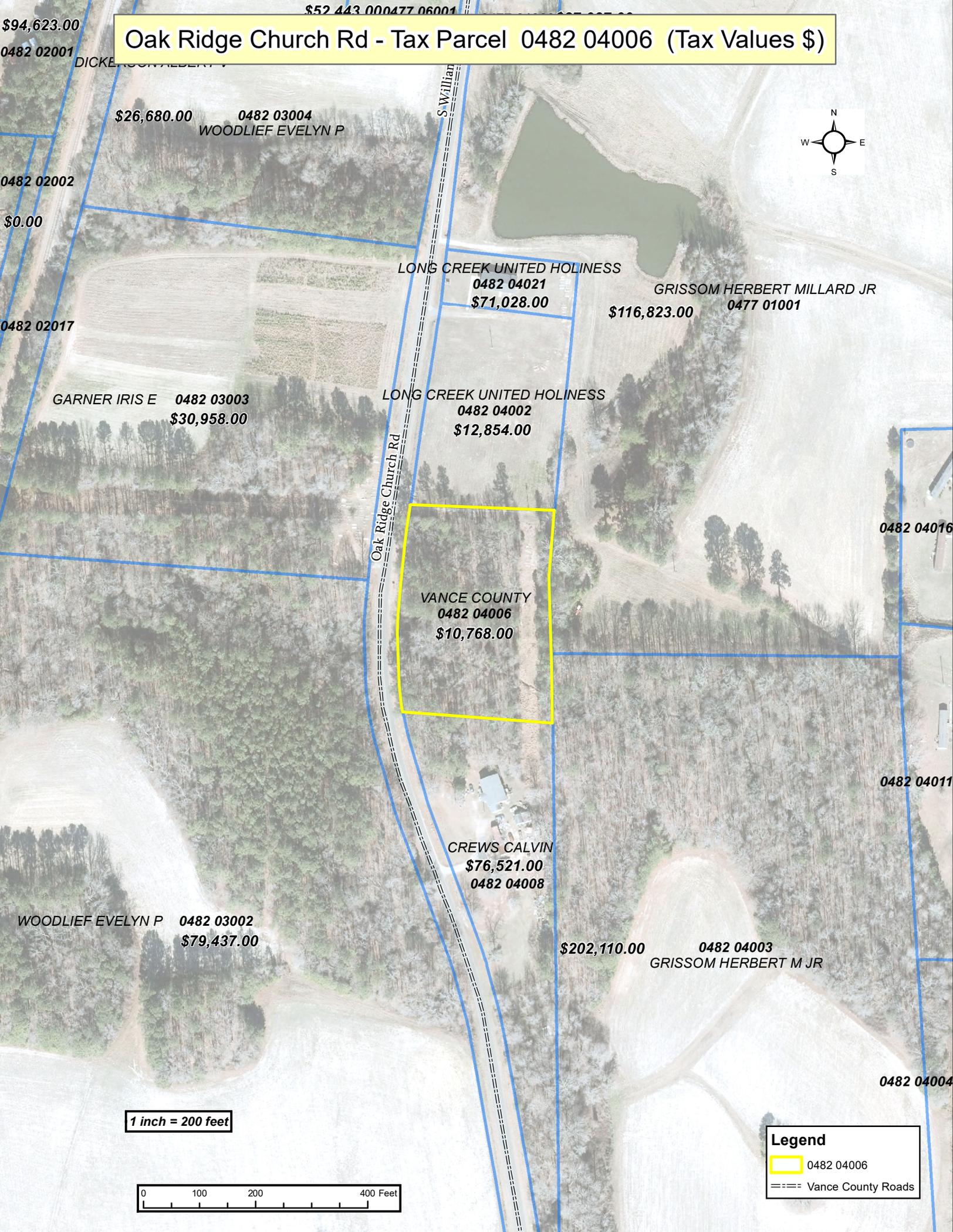


1 inch = 200 feet



Legend

- 0482 04006
- Vance County Roads



**RESOLUTION AUTHORIZING UPSET BID PROCESS
FOR SALE OF REAL PROPERTY
Lot 4 Tanner Street, Henderson, NC 27536**

WHEREAS, Vance County owns certain real property with an address of **Lot 4 Tanner Street, Henderson, North Carolina**, and more particularly described by the Vance County Tax Department as Parcel Number **0111 04009**; and,

WHEREAS, North Carolina General Statute §160A-269 permits the county to sell real property by upset bid, after receipt of an offer for the property; and,

WHEREAS, the County has received an offer to purchase the real property described herein above in the amount of **\$2,650.00** subject to the terms and conditions as included in the submitted offer to purchase bid, submitted by *Sharmise Kearney and Kejuan Hicks*; and,

WHEREAS, *Sharmise Kearney and Kejuan Hicks* have paid the required deposit in the amount of **\$1,000.00** with their offer.

THEREFORE, THE VANCE COUNTY BOARD OF COMMISSIONERS RESOLVES THAT:

1. The Board of County Commissioners declares the real property described above surplus and authorizes its sale through the upset bid procedure of North Carolina General Statute §160A-269.

2. A notice of the proposed sale shall be published which shall describe the property and the amount of the offer and shall require any upset offer be subject to the same terms and conditions as contained therein except for the purchase price.

3. Any person may submit an upset bid to the Clerk to the Board of County Commissioners within 10 days after the notice of sale is published. Once a qualifying higher bid has been received, that bid will become the new offer.

4. If a qualifying upset bid is received, a new notice of upset bid shall be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Board of County Commissioners.

5. A qualifying higher bid is one that raises the existing offer by the greater of \$750 or ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of the offer and is subject to the same terms and conditions of the previous bid.

6. A qualifying higher bid must also be accompanied by a deposit in the amount of the greater of \$750 or five percent (5%) of the bid, which may be made by cash, cashier's check

or certified funds. The County will return the deposit of any bid not accepted and will return the bid of an offer subject to upset if a qualifying higher bid is received.

7. The terms of the final sale are that the Board of County Commissioners must approve the final high offer before the sale is closed and the buyer must pay with certified funds or wire transfer the bid amount and any other amounts as required pursuant to the terms and conditions of the bid at the time of closing, which shall be no later than 30 days following the approval by this Board of the final bid. The real property is sold in its current condition, as is, and the County gives no warranty with respect to the usability of the real property or title. Title will be delivered at closing by **a Non Warranty Deed**, subject to exceptions for ad valorem taxes, assessments, zoning regulations, restrictive covenants, street easements, rights of others in possession and any other encumbrances of record. Buyer shall pay for preparation and recording of the Deed and revenue stamps.

8. The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted **and the right to reject all bids at any time.**

9. If no qualifying upset bid is received, the Board of County Commissioners will accept or reject the bid submitted within 60 days after the close of the 10-day upset period.

This the 6th day of July 2020.

Gordon Wilder, Chairman
Vance County Board of Commissioners

ATTEST:

Kelly H. Grissom, Clerk to the Board

Tanner St (0111 04009)



Offer to Purchase	\$ 2,650
Condition	Foreclosed in February 2015; vacant lot; consisting of .290 acres; Property is owned by County; located in the county, and zoned R8M- (Moderate to High Density Residential-City-ETJ Zoning)
Property Value	\$3,937 (\$417 tax/ \$297 interest); \$1,900 (Attorney Fees)
Buyer	Sharmise Kearney / Kejuan Hicks

Tanner St - Tax Parcel 0111 04009 (Tax Values \$)

\$26,279.00 CARTER HOWARD MRS. HEIRS
 RENTERIA JOEL 0111 03003
\$13,236.00 0111 03001 0111 03002 0111 03004 0111 03005 0111 03006 0111 03007
 VANCE COUNTY WILSON MARY ANN HEIRS
\$3,402.00 CARTER HOWARD MRS. HEIRS
\$6,848.00 \$13,344.00
\$4,620.00 0111 03009
\$3,465.00 ASHE JOHNNY III 0111 03015
 0111 03012 0111 03013 0111 03014 0111 03016
 BUMPASS TRACY THE HEDGE PETH JAMES HEDGE PETH LARRY D
 HEDGE PETH JAMES
\$28,421.00



Hawkins Dr

\$5,922.00 0111 04006
 VANCE COUNTY
\$18,391.00 ELLIS CAROLYN W LEONARD JACQUELINE
 0111 04005 0111 04004
\$4,879.00
\$7,168.00 0111 04003
 BRYANT EARNEST JR
\$5,115.00 0111 04017
 ANGELINO DAISY P ZAMBRANO

THOMAS ROBERT L JR 0111 04002
\$24,546.00

\$4,173.00 ALSTON BETTY JEAN HEIRS 0111 04013
\$4,055.00 0111 04012
\$3,937.00 0111 04011
 VANCE COUNTY BRYANT EARNEST 0111 04010
\$11,827.00
 SOLOMON CHARLOTTE A ALSTON CLYDE T HEIRS
\$8,473.00

0111 04008A FOSTER JOHN HOMES INC
\$4,410.00

\$5,355.00 0111 04008
 GUPTON ALVIN D HEIRS

KEARNEY SHARMISE 0111 04014
\$4,973.00

\$10,603.00 0111 04015
 WALKER ETHEL A

ASHE JOHNNY W 0111 04016
\$16,094.00

PERRY CONNIE WILLIAMS IRENE HEIRS 0114 01001E
\$12,683.00

0114 01001D
\$15,738.00

\$10,205.00 CREWS JOSEPH LEE HEIRS 0114 01001C
 FOSTER BRENDA PERRY 0114 01001B
\$17,001.00

PERSON LEM 0114 01001
\$7,936.00

0114 01001A
\$19,892.00

TOWNS ROBERT L JR 0114 01002A
\$8,699.00

Yancey Ln

DAVIS MARY ELIZABETH

WILLIAMS KITTIE M. 0114 01006
\$8,450.00

KEARNEY JOHNELL TERRY 0114 01005C
\$8,580.00

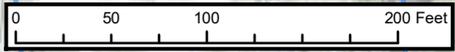
KEARNEY JOHNELL TERRY 0114 01005B
\$61,088.00 SOLOMON CATHERINE 0114 01005A
\$2,967.00 SPRUILL PATRICK 0114 01005
\$78,299.00

\$9,160.00 0114 01036
\$0.00 UNK

Legend

- 0111 04009
- Vance County Roads

1 inch = 100 feet



*County Manager's
Report*

Vance County
County Manager's Report to the Board
July 6, 2020

- A. Economic Development Director Search.** The current economic development director's last day with the county was July 3rd and the manager has named former economic development director Benny Finch as the interim director. The interim will oversee the office and carry out the duties on a part-time basis until a new director is hired. The county manager has consulted with a subcommittee for the EDC as well as the EDC and Board of Commissioner chairpersons and is recommending the use of an executive search firm to assist with the search process. Upon selection of the firm, a committee inclusive of the EDC, county and city will be created to assist with the process. Pricing structures for an executive search are based upon a percentage of the director's final salary and total cost is anticipated to be between \$18,000 and \$25,000 depending upon the firm selected and the final director's salary. It is anticipated that the majority of this will be covered by savings in salaries and benefits. ***Recommendation:** Authorize the county manager to enter into a contract with Creative Economic Development Consulting to lead the county's executive search process for an economic development director.*
- B. CRF Funding Agreements.** The board previously approved the budget for expending the Coronavirus Relief Funds received from the federal government through the state of North Carolina. Vance County has received a total of \$974,599 and as per previous board action has allocated \$200,000 for the City of Henderson and \$100,636 for the Granville-Vance Health Department. Each entity receiving funds would be required to agree to the enclosed reimbursement contract. The contract outlines federal requirements for expending the funds and outlines the process by which sub recipients can request and receive reimbursement for eligible expenditures. Reimbursement requests must be received by November 30, 2020 as the deadline to expend funds is December 30, 2020. ***Recommendation:** Approve reimbursement contract for providing CRF funds to the City of Henderson and the Granville-Vance Health Department as outlined in the approved CRF budget.*



economic development consulting



June 11, 2020

Mr. Jordan McMillen, County Manager
Vance County
122 Young Street, Suite B
Henderson, NC 27536
Via email: jmcmillen@vancecounty.org

Dear Jordan,

Thank you for contacting us regarding support for Vance County during the transition of economic development leadership. The transition period can be chaotic; however, it is also a time of opportunity to reflect upon and update the program.

We can lead a full executive search process, support a search committee with specific tasks, and provide support to interim management. Our executive search process begins with developing an Ideal Candidate Profile to ensure the expectations of the search committee are aligned. Our team will comb the economic development network to identify candidates that meet the profile. We support the search committee by developing assessment tools and facilitating the selection process.

I look forward to working with you and the Henderson-Vance County EDC. The search for a new Director is the most important task assigned to an economic development organization's leadership. We commit to supporting the search committee through a transparent, professional, and comprehensive search process.

Sincerely,

A handwritten signature in cursive script that reads 'Crystal Morphis'.

Crystal Morphis, CEcD
Founder and CEO

Henderson-Vance County EDC Executive Search Services

The process below has resulted in securing top-notch leadership for economic development organizations.



- Meet with the Search Committee to develop an Ideal Candidate Profile. This will be a work session to determine the experience, qualifications, and characteristics desired in the next Director.
- Review and update the current job description based on the Ideal Candidate Profile.
- Utilize our network to solicit interest from qualified candidates. This is an important service. Often, advertisements may be overlooked and a phone call to discuss the opportunities of the position will get someone's attention.
- Advertise the position with professional organizations, online, and through other resources.
- Review and categorize all candidates into one of three categories – meets qualifications and recommended for an interview, meets some qualifications but not recommended for an interview, does not meet qualifications.
- Review public information on candidates such as social media channels and news articles.
- Meet with the Search Committee to review and rank candidates, selecting 6-7 candidates for first round phone/virtual interviews.
- Develop phone/Zoom meeting interview agenda, questions, and assessment tool. Schedule phone/Zoom interviews with semi-finalist group.
- Facilitate the Search Committee's selection of a finalist group of candidates. Conduct reference checks.
- Develop an assessment process, evaluation tools, materials, and schedule. This could be a series of panel interviews, assessment center, or a combination of interviews and exercises.
- Facilitate assessment process and the Search Committee's selection.
- Conduct background search of finalist candidate.

Fees and Expenses

Creative EDC's fee to complete an executive search is 25% of the salary of the Director plus expenses and mileage to meetings. We bill mileage at the IRS reimbursement rate and expenses at net cost.

Executive Search Services Contracted by the Hour

We can conduct any of the executive search services above separately at our regular hourly rates. We have been engaged by economic development organizations to increase the candidate pool, develop interview questions and evaluation tools, set up assessment centers, etc. When working by the hour, invoices describe the time spent on each task. Invoices are issued monthly so clients can track how much time is spent. We can provide more often updates if needed. Most executive search services are performed by Crystal Morphis and Penny Whiteheart. Billye Carter will assist with online position advertisements if that service is part of the scope.

	Hourly Rate
Crystal Morphis, CEO	\$240
Penny Whiteheart, Senior Consultant	\$210
Heather Beard, Research Analyst	\$160
Billye Carter, Marketing and Technology Specialist	\$85

Back Office Services to Support Interim Management

Since there is a gap between the departure of the previous Director and a new Director, our firm can provide support to the designated interim manager. We can help with specific projects such as existing business expansions, research for RFIs, grant applications, new recruitment projects in process, social media content and posts, existing business surveys, etc.

A few examples of support:

- Provide targeted, as-needed support for recruitment projects, product development, and other special projects.
- Respond to RFIs and other economic development inquiries.
- Work with the board and staff to develop and implement a communications strategy to keep stakeholders informed during the transition period.
- Be on-call, as-needed as an advisor to the board and economic development staff. This could include presentations, client meetings, grant proposals – anything it takes to ensure opportunities are not lost.

See the attached brochure on **C-BOSS** –Creative Back Office Suite of Services. Our team acts an extension of economic development organizations, filling gaps as needed.

Creative EDC's fee for back office services is our hourly rates plus expenses. When working by the hour, invoices describe the time spent on each task. Invoices are issued monthly so clients can track how much time is spent. We can provide more often updates if needed.

	Hourly Rate
Crystal Morphis, CEO	\$240
Penny Whiteheart, Senior Consultant	\$210
Heather Beard, Research Analyst	\$160
Billye Carter, Marketing and Technology Specialist	\$85

References

Feel free to contact any of our clients as a reference. Clients can be found here; <http://www.creativeedc.com/clients/>.

Below are specific references for executive search and interim management:



Wilkes County, NC - Completed search process in 2018. Contact: LeeAnn Nixon, EDC President, 336-838-1501, lnixon@wilkesedc.com



City of Burlington, NC - 2016 - Complete search process. Contact: Hardin Watkins, City Manager, 336-222-5022, hwatkins@burlingtonnc.gov



Transylvania Economic Alliance, NC - 2014 - Complete search process and interim management. Contact: Josh Hallingse, Executive Director, 828-393-4130, josh@transylvaniaalliance.com

Note on Travel and Meetings

Our firm's COVID policy follows federal and state recommendations. We will be available for in-person and small group meetings as allowed by those guidelines and desired by the EDC. However, we can complete the project completely remote if needed. Creative EDC's COVID policy is posted on our website and regularly updated. <https://www.creativeedc.com/covid-19-support/>

Meet the Creative Team

Crystal Morphis, CEcD, Founder and CEO, formed Creative Economic Development Consulting, LLC in 2012. She built a firm that has become the “go-to” economic development consulting firm while maintaining her commitment to pay-it-forward. She is the firm’s “bright idea generator.”



She has expertise in product development, strategic planning, best practices analyses, economic impact studies, existing business retention, and expansion programs and site selection. Crystal has consulted across the Southeast U.S. with companies and EDOs. [Click here for full bio:](#)

Penny Whiteheart, Senior Consultant, provides strategy, research, and facilitation support for CEDC’s clients and internal programs. With more than 25 years of experience in economic development, she brings experience in regional innovation and cluster strategies, marketing, and international trade. She is a frequent speaker on topics including international trade and workforce and economic development practices. [Click here for full bio:](#)



Heather Beard, Research Analyst, began her economic development career at the county level and has since worked in many capacities at the county and regional levels. She joined the Creative EDC team as Research Analyst supporting the firm’s work in strategic planning, product development, and site selection. Heather’s experience in research and analysis is practical and developed with implementation in mind. [Click here for full bio.](#)



Billye Carter, Marketing and Technology Specialist, leads Creative EDC’s social media services and all things technology. Billye manages Creative EDC’s marketing, social media, database management, all outreach, and technology. She will ensure all deliverables effectively communicate the strategic plan. [Click here for full bio](#)



Creative

economic development consulting

We see the opportunity to transform the ordinary into something extraordinary. We believe that the challenges most communities face in economic development are similar; what sets us apart is our creative approach to helping you overcome those challenges.

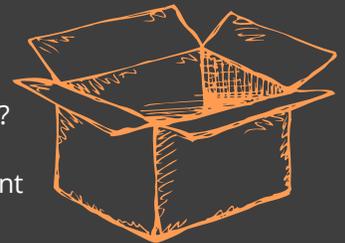
We like to color outside the lines by addressing the challenges communities face with creative solutions.

Creative EDC was launched in 2012 by Crystal Morphis, CECD. The entrepreneurial firm provides innovative consulting approaches and has a unique commitment to give back. The firm has grown to include experienced researchers, tech talent, strategic thinkers, and a wide range of strategic partners. From our creative team comes creative ideas for you.

In 2014, we launched the first online assessment tool for product development, CreativeSiteAssessment.com. In 2015, through a joint venture partnership, Creative EDC re-launched the Certified Entrepreneurial Community® program. That same year we launched the Certified Industrial Buildings Program with strategic partner ECS Ltd. We are always working to forge innovative new paths in economic development.

You may see your community as a plain cardboard box. We look at what it can be transformed into.

We ask questions, like how can we do economic development different, better, like nobody else? Can the site that has been sitting vacant for a few years be transformed into a new technology park? How can you spark young entrepreneurs to invest in your community? Let us help re-invent your cardboard box. Just like kids, we like to transform plain boxes into something special.



Creative Services

Strategic planning

Creative EDC develops strategic road maps to help you know where you're going, while avoiding dead ends and potholes. We use an asset-based approach and build consensus around goals and strategies. Creative EDC develops realistic action steps in a plan that is ready for staff and leadership to implement. We provide an annual check-in to see how implementation is going, and offer assistance with adjustments or new challenges.

Product development

We believe product development is an EDO's number two challenge, just behind workforce development. We take a creative approach analyzing infill, redevelopment, feasibility analyses, and unique funding sources. Learn more about our two proprietary programs, Creative Site Assessment and Certified Industrial Building Program, on the next page.

Organizational development

Whether your organization is in a transition of staff or leadership, mired in chaos, or just looking for better ways to do business, we offer experience with retreat facilitation, transition management, and executive search for EDOs. We have advised on developing new organizational models as well as reenergizing the current organization.

Economic impact analysis

Are you getting a good deal? Let us find out. Too often EDOs and local officials spend public dollars without analyzing whether it is the best value for your organization. We'll help you define the economic impact of your project and analyze the return of incentive investments.

Social media and e-marketing

Spend your time on economic development and let the Creative Team worry about whether Facebook has been updated. We can help you develop a social media strategy for your team, or we can take on the execution for you. Let us create or maintain profiles, design newsletters and eblasts, build or maintain contact databases, develop content and generate leads.

Creative Economic Development Consulting is known for its proprietary programs and innovative thinking.



CreativeCEC.com



CreativeSiteAssessment.com



CertifiedIndustrialBuilding.com

Certified Entrepreneurial Community: a place where entrepreneurs succeed

Creative EDC launched the Certified Entrepreneurial Community® program in 2015 through a joint venture with Entrepreneurial Places and Innovative Economies. The Certified Entrepreneurial Community® program awards the CEC® designation after completing a rigorous certification process. Certified Entrepreneurial Communities map the entrepreneurial ecosystem, create an Action Plan for entrepreneurship, and tackle foundational projects to advance their start-up communities. The CEC® program has drawn attention nationally as an innovative approach to helping communities become entrepreneur-ready.

Creative Site Assessment: an online assessment tool that is the first of its kind in the U.S.

Creative Site Assessment is an innovative online assessment tool that independently rates potential sites for economic developers. Based on answers to approximately 30 site questions, the evaluation tool assigns the site a score. Compare the scores of multiple sites to prioritize sites in your community. Communities use creativesiteassessment.com to take the guesswork out of product development.

Certified Industrial Building: an innovative, out-of-the-box economic development tool

The team of Creative EDC and ECS launched the first Certified Industrial Buildings program to provide a market advantage for industrial buildings. Certified buildings meet a minimum standard of requirements and complete a series of due diligence assessments. Certification attests to the building's structure, features, condition, environment, and marketability. Show your clients and site selectors key facility assessments in one user friendly report.



www.creativeedc.com

PO Box 706 | Elkin, NC 28621 | 336-526-1332

Paying it forward

Toms shoe company founder Blake Mycoskie said, "Start something that matters." We believe it. We have a commitment to pay our success forward. We pay it forward by giving our time, money, and talent to communities and economic developers.



THE CREATIVE GIVE BACK In 2014, we decided to give away one consulting project a year through a competitive proposal process—up to \$25,000 worth of our services. Crazy, right? Some told us so. We did it and loved it. Send us your bright ideas.



ECONOMIC DEVELOPMENT MENTOR NETWORK Our mentors opened doors for us, guided us through minefields, and provided on-the-job training. As our profession ages, along with the rest of America's baby boomers, there is a need to match newbies with gurus. In 2015 we launched the NCEDAMentorNetwork.com, a free website service that matches mentors and mentees.



WOMEN'S ECONOMIC DEVELOPMENT NETWORK Creative EDC sponsors an annual Women's Leadership Forum, gathering practitioners from the field to LEARN and then return to the office prepared to LEAD. The program includes how to position for career moves, emerging trends, leadership development, public speaking, and lots of networking.

FREE RESOURCE LIBRARY The Creative Resource Library offers free research for economic developers. Look for reports and research to spark ideas in your community.



Creative Back Office Suite of Services

Ever wish you could delegate a research request or have someone else write the blog? Do you waste time trying to figure how to do something and find yourself wishing you could hire someone else to do it? Maybe you've thought about a part-timer/freelancer, but hesitated because you would have to spend more time training/explaining than it would take you to do the task. The Creative Back Office Suite of Services is the answer.

For years we have supported EDOs with quick turn around research for projects, content for annual reports and blogs, social media, survey development, and ad-hoc tasks. Now we've packaged those services together into **a back office for economic developers**. We can take care of those pesky tasks - by the hour, as-needed, no retainer required - and let you get on with your "real" work.

EXAMPLES OF BACK OFFICE SERVICES



SURVEYS

Survey development for existing business, board input, business climate.



BUDGET

Salary survey comparing your staff to a few peers to aid with budget planning.



DATA

Economic data for annual reports, grant applications, and presentations.



CONTENT

Content for external marketing like blog posts, email blasts, and social media posts.



RESEARCH

Research requests for RFIs, special projects.



MARKETING

Templates for e-marketing.

Creative Back Office Team



Crystal Morphis
Cool Ideas



Penny Whiteheart
Analysis



Heather Beard
Research



Billye Carter
Technology & Marketing



Creative Economic Development Consulting, LLC
PO Box 706, Elkin, NC 28621 • 336.526.1332 • www.creativeedc.com

REIMBURSEMENT CONTRACT

NORTH CAROLINA
VANCE COUNTY

THIS REIMBURSEMENT CONTRACT, made and entered into this ___ day of _____ 2020, by and between the County of Vance, a body politic and corporate organized and existing under the laws of the state of North Carolina (hereinafter referred to as "County") and _____, a North Carolina _____ organized and existing under the laws of the state of North Carolina (hereinafter referred to as "Sub-Grantee");

WITNESSTH

WHEREAS, North Carolina counties are receiving funding for local governments as part of the Coronavirus Relief Fund (CRF) established under the federal CARES Act. The CRF allocation for Vance County totals \$974,599; and

WHEREAS, the County and Grantee mutually desire to establish the means and method for the allocation of Grantee's portion of these funds through a reimbursement agreement contract.

NOW THEREFORE, in consideration of the promises and further consideration of the mutual agreements contained herein, as well as the financial consideration, the parties hereto agree as follows:

1. The Recitals set forth above, along with the definitions of certain terms are incorporated herein by reference as if fully restated.
2. Amount of Sub-Grant. The County shall provide Sub-Grantee a sub-grant in the maximum amount of \$ _____ as its share of the CRF funding.
3. Certification. Any sub-grant to be disbursed to Sub-Grantee will only be made as a reimbursement. Prior to any such disbursement, the Sub-Grantee shall make a report and certify to the County that the funds being reimbursed:

- Were necessary expenditures incurred due to the public health emergency with respect to Coronavirus Virus 2019 (COVID-19) and were not accounted for in the budget most recently approved by Sub-Grantee as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government;
- Were incurred during the period that began on March 1, 2020 and ends on December 30, 2020 in accordance with the budget proposal submitted to County by Sub-Grantee;
- Were spent in a manner consistent with terms for the CRF set forth by the North Carolina Pandemic Recovery Office and in accordance with all applicable State and federal laws; and;
- County reserves the right to reasonably request additional documentation to demonstrate compliance with the CARES Act and North Carolina Session Law 2020-4, the "2020 COVID-19 Recovery Act".

4. Reimbursement Process. Following receipt of the report and certification requesting reimbursement of the Sub-Grantee the County shall review for compliance. County will notify Sub-Grantee of its approval or denial within thirty (30) days of receipt of Certification and request for reimbursement. A denial will include a reasonable description of the reason for denial and offer an opportunity to cure any deficiencies.

Approved reimbursements will be processed and disbursed by County to Sub-Grantee within thirty (30) days of approval.

5. Repayment of Appropriated Funds. Any funds appropriated by the County and distributed to the Sub-Grantee that are found to have been utilized by Grantee for uses in violation of CRF shall be repaid by Sub-Grantee to the County upon demand.

6. Maintain Records. The Sub-Grantee shall maintain records documenting each expenditure that is subject for reimbursement under CRF and will provide that documentation to the County upon request or make such documentation available should there be an audit of expenditures of these CARES Act sub-grant funds.

6. Failure to make Timely Reimbursement Requests. Funds must be used for eligible expenditures between March 1, 2020 and December 30, 2020 for purposes that were not accounted for in the Grantee's most recently approved budget as of March 27, 2020. Qualifying requests for reimbursements of sub-grant funds must be delivered to Vance County by not later than November 30, 2020. Any portion of the maximum amount of sub-grant funds listed as available for reimbursement uses by Sub-Grantee that are not properly and timely requested for disbursement by Sub-Grantee shall be retained by Vance County and may be expended by Vance County for any CARES Act eligible expenses as determined in its sole discretion.

MISCELLANEOUS

Governing Law. The parties intend that this Agreement shall be governed by the law of the State of North Carolina as follows:

Legal Proceedings

- Claims, disputes and/or other matters in question between the parties shall be heard in the North Carolina General Courts of Justice in Henderson, Vance County, North Carolina, which said Court shall have jurisdiction to hear any dispute between the parties arising out of this agreement. The Parties hereby agree that this paragraph establishes exclusive and sole jurisdiction for any legal proceeding in Vance County, North Carolina.

Notices. Any notice permitted or required under this Agreement from one party to the other must be in writing and will be effective (a) on the date it was actually delivered to the addressee if delivered personally, or sent by a nationally recognized courier (such as FedEx or United Parcel Service) or sent by facsimile, or (b) three days after having been deposited in the United States mail, if sent by certified mail, return receipt request, in each case to the respective addresses of Sub-Grantee and the County listed below, or those other addresses of which either party gives the other party written notice:

If to Sub-Grantee, to:

If to the County, to:

Jordan McMillen
County Manager
122 Young Street, Suite B
Henderson, NC 27536

With copy to:

Jonathan S. Care
Vance County Attorney
109 West Montgomery Street
Henderson, NC 27536

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

Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.

Severability. Each provision in this Agreement is severable. If any provision of this Agreement will be determined to be invalid or unenforceable by a court of competent jurisdiction, then: (a) such determination will not invalidate or render unenforceable any other provision of this Agreement; (b) such provision will be construed as closely as possible to the parties' original intent in order to render such provision valid or enforceable, as applicable; and (c) the remaining terms of this Agreement, together with such reconstructed provision, will constitute the parties' entire agreement.

Entire Agreement; Amendments. This Agreement constitutes the entire contract between the parties, and this Agreement shall not be changed except in writing signed by both parties.

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

Time. Time is of the essence in this Agreement and each and all of its provisions.

Liability of Directors, Officers and Agents. No director, officer, agent or employee of the County or Sub-Grantee shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

Assignment. No party may assign, delegate or otherwise transfer any of its rights or

obligations under this Agreement without the prior written consent of the other party hereto.

E-Verify. Grantee shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall also require any and all of its subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

Counterparts. The individual signatories below have the expressed and implied authority on behalf of their respective Boards to execute this Agreement. The Parties may execute this Agreement in separate counterparts and the execution of a copy shall have the same effect as the execution of an original. Such execution may be by facsimile or PDF attachment to an email.

IN WITNESS WHEREOF, the parties hereto have caused this Reimbursement Agreement to be duly executed pursuant to authorization obtained in a duly adopted resolution or has otherwise been duly authorized to sign on behalf of their respective organization.

(Name of Sub-Grantee)

County of Vance

By _____
(authorized signer)

By _____
County Manager

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

Katherine Bigelow, Finance Director
Date: _____

Consent Agenda Items

Budget Amendment
Tax Refunds and Releases
Minutes

Monthly Reports
911 Emergency Operations
Administrative Ambulance Charge-Offs
Cooperative Extension
EMS
Human Resources
Information Technology
Planning and Development
Parks and Recreation
Tax Office
Veterans Service

VANCE COUNTY BUDGET AMENDMENT REQUEST
2020-2021 Fiscal Year

A request to amend the 2020-2021 Vance County Budget is hereby submitted to the Vance County Board of Commissioners as follows:

Revenue Amendment Request

DESCRIPTION	ACCOUNT NUMBER	REVENUE INCREASE (DECREASE)
General Fund Balance	10-399-439902	50,000.00

TOTAL REVENUE INCREASE (DECREASE) \$ 50,000.00

Reason for Revenue Amendment Request: Monument Removal as approved by board at June 30, 2020 special meeting

Expenditure Amendment Request

DESCRIPTION	ACCOUNT NUMBER	EXPENSE INCREASE (DECREASE)
Contracted Services	10-410-500045	50,000.00

TOTAL \$ 50,000.00

Reason for Expense Amendment Request: Monument Removal as approved by board at June 30, 2020 special meeting

Requested by: _____ Date _____

APPROVED: VANCE COUNTY BOARD OF COMMISSIONERS IN MEETING OF _____ _____ Kelly Grissom , Clerk VANCE COUNTY BOARD OF COMMISSIONERS

Reviewed by
Finance Office _____

TAX OFFICE REFUND AND RELEASE REPORT FOR MAY 2020

TAXPAYER NAME	TAX YR	REAL	PERSONAL	SOLID WASTE FEE	REASON
GREEN THURSTON L & OTHERS	2017	114.61	0	0	REAL PROP - BILL
GREEN THURSTON L & OTHERS	2018	117.06	0	0	REAL PROP - BILL
GREEN THURSTON L & OTHERS	2019	120.13	0	0	REAL PROP - BILL
HAYES PHYLLIS ANN	2019	0	1525.55	0	CORRECT VALUE
JONES CLARENCE H. HEIRS	2019	0	16.16	112	PERS PROP BILLED
TOTAL		351.8	1541.71		
GRAND TOTAL	1893.51				

HENDERSON-VANCE COUNTY 911

NUMBER OF CALLS REPORT BY COMPLAINT (ALL UNITS)

TOTAL

8,448

TIME PERIOD:05/27/2020 00:00:01 Through 06/30/2020 23:59:59

DEPARTMENT	COMMENT	TOTAL	COUNTY	CITY	STATE	OTHER
AFTON VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	0	0			
AMERICAN RED CROSS	Other Dispatch	2				2
BEARPOND VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	31	31			
BERTIE AMUBLANCE SERVICE	City & County Dispatch	0				0
CAROLINA AIR CARE	Other Dispatch	0				0
COKEBURY VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	11	11			
CSX RAILROAD	Other Dispatch	4				4
DREWRY VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	10	10			
DUKE LIFE FLIGHT	Other Dispatch	3				3
CENTURYLINK	Other Dispatch	3				3
DUKE ENERGY	Other Dispatch	15				15
EPSOM VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	8	8			
FRANKLIN COUNTY EMS	Out of County Mutual Aid	1				1
GRANVILLE COUNTY EMS	Out of County Mutual Aid	2				2
HENDERSON FIRE DEPARTMENT	City Dispatch	135		135		
HENDERSON POLICE DEPARTMENT	City Dispatch	3741		3741		
HENDERSON STREET DEPT	City Dispatch	10		10		
HENDERSON WATER DEPARTMENT	City Dispatch	19		19		
HICKSBORO VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	15	15			
KITTRELL VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	26	26			
NORTH CAROLINA DEPT OF PARKS	State Dispatch	0			0	
NORTH CAROLINA DEPT OF TRANSPORTATION	State Dispatch	13			13	
NORTH CAROLINA DIVISION OF MOTOR VEHICLES	State Dispatch	0			0	
NORTH CAROLINA FORESTRY SERVICE	State Dispatch	2			2	
NORTH CAROLINA MEDICAL EXAMINER	State Dispatch	4			4	
NORTH CAROLINA PROBATION & PAROLE	State Dispatch	0			0	
NORTH CAROLINA STATE HIGHWAY PATROL	State Dispatch	80			80	
NORTH CENTRAL MEDICAL TRANSPORTS	City & County Dispatch	0	0			
NORTH CAROLINA WILDLIFE	State Dispatch	1			1	
PUBLIC SERVICE GAS	Other Dispatch	1				1
RIDGEWAY VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	2	2			
TOWNSVILLE VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	17	17			
UNC AIR CARE	Other Dispatch	0				0
VANCE COUNTY AMBULANCE SERVICE (EMS)	City & County Dispatch	700	339	361		
VANCE COUNTY ANIMAL CONTROL	County Dispatch	80	80			
VANCE CO DEPT OF SOCIAL SERVICES	County Dispatch	0	0			
VANCE COUNTY EMERGENCY MANAGEMENT	City & County Dispatch	14	14			
VANCE COUNTY FIRE DEPARTMENT	County Dispatch/FIRE	81	81			
VANCE COUNTY FIRE MARSHALL	County Dispatch/FIRE	0	0			
VANCE COUNTY MAGISTRATE OFFICE	Other Dispatch	0				0
VANCE COUNTY RESCUE SQUAD	County Dispatch	37	37			
VANCE COUNTY SHERIFF DEPARTMENT	County Dispatch	3358	3358			
WAKE ELECTRIC	County Dispatch	0	0			
WARREN COUNTY EMS	Out of County Mutual Aid	1				1
WATKINS VOLUNTEER FIRE DEPARTMENT	County VFD Dispatch	21	21			
TOTALS		8448	4050	4266	100	32

Signature: *Vivian Lassiter*

Prepared by: Vivian Lassiter, Training Supervisor

Signature: *Brian K. Short*

Reviewed by: Brian K. Short, Director

7/1/2020

VANCE COUNTY E911
156 CHURCH ST STE 002 HENDERSON , NC 27536

CFS Time Summary By Department Type
05/27/2020 00:00 - 06/30/2020 23:59

Department	Total CFS	Avg Units	Min CFS	Max CFS	Avg CFS	Disp-Enr	Disp-Arr	Total Time
DUKE LIFE FLIGHT	3	1	00:11:08	00:42:45	00:27:21	00:00:00	00:59:30	1:22:04
FRANKLIN COUNTY EMS	1	1	00:16:57	00:16:57	00:16:57	00:00:49	01:36:28	0:16:57
GRANVILLE COUNTY EMS	2	1	00:05:30	00:16:06	00:10:48	00:00:00	00:55:33	0:21:36
WARREN COUNTY EMS	1	1	00:01:31	00:01:31	00:01:31	00:00:03	00:32:23	0:01:31
Totals:	4	7						

EMS

Department	Total CFS	Avg Units	Min CFS	Max CFS	Avg CFS	Disp-Enr	Disp-Arr	Total Time
VANCE COUNTY EMS	700	2	00:00:17	05:22:23	00:38:45	00:00:46	00:10:24	452:09:40
Totals:	1	700						

FIR

Department	Total CFS	Avg Units	Min CFS	Max CFS	Avg CFS	Disp-Enr	Disp-Arr	Total Time
BEARPOND FIRE DEPARTMENT	31	2	00:01:09	03:57:00	00:32:29	00:01:44	00:19:03	16:47:13
COKESBURY FIRE DEPARTMENT	11	2	00:04:42	02:45:16	00:42:09	00:01:52	00:27:32	7:43:48
DREWRY FIRE DEPARTMENT	10	2	00:04:00	04:09:05	01:00:54	00:02:30	00:14:14	10:09:07
EPSOM FIRE DEPARTMENT	8	2	00:06:46	03:04:15	00:36:22	00:01:25	00:07:01	4:51:01
FORESTRY	2	1	00:07:04	00:27:41	00:17:22	00:00:18	00:16:49	0:34:45
HENDERSON FIRE DEPARTMENT	135	2	00:00:03	02:46:57	00:20:59	00:00:33	00:06:26	47:14:55
HICKSBORO FIRE DEPARTMENT	15	2	00:00:39	01:29:52	00:23:47	00:00:40	00:18:35	5:56:57
KITTRELL FIRE DEPARTMENT	26	2	00:00:12	03:22:45	00:39:37	00:01:22	00:09:05	17:10:13
RIDGEWAY FIRE DEPARTMENT	2	1	00:07:08	00:09:09	00:08:08	00:00:00	00:22:03	0:16:17
TOWNSVILLE FIRE DEPARTMENT	17	1	00:01:41	01:25:09	00:26:03	00:00:44	00:10:38	7:22:54
VANCE COUNTY FIRE DEPARTMENT	81	2	00:01:04	03:38:00	00:26:28	00:00:45	00:09:44	35:44:40
WATKINS FIRE DEPARTMENT	21	2	00:02:09	01:46:11	00:34:26	00:01:19	00:06:52	12:03:08
Totals:	12	359						

OTH

Department	Total CFS	Avg Units	Min CFS	Max CFS	Avg CFS	Disp-Enr	Disp-Arr	Total Time
AMERICAN RED CROSS	2	1	00:01:47	00:34:05	00:17:56	00:00:00	00:17:56	0:35:52
CENTURY LINK	3	1	00:00:31	01:50:11	00:49:34	00:00:00	00:49:34	2:28:42
CSX RAILROAD	4	1	00:00:06	00:34:09	00:15:31	00:00:00	00:15:31	1:02:07
DEPARTMENT OF TRANSPORTATION	13	1	00:00:05	05:36:16	01:20:23	00:00:00	01:01:39	17:25:08

OTH

Department	Total CFS	Avg Units	Min CFS	Max CFS	Avg CFS	Disp-Enr	Disp-Arr	Total Time
DUKE POWER	15	1	00:09:05	03:32:02	01:01:27	00:00:00	01:03:10	15:21:52
HIGHWAY PATROL	80	1	00:00:03	04:19:46	00:44:16	00:00:00	00:46:48	59:01:38
MEDICAL EXAMINER	4	1	00:54:02	03:07:48	01:55:11	00:00:00	00:41:51	7:40:45
PUBLIC SERVICE NATURAL GAS	1	1	00:09:32	00:09:32	00:09:32	00:00:00	00:00:00	0:09:32
STREET DEPARTMENT	10	1	00:03:11	00:56:37	00:32:45	00:00:00	00:32:45	5:27:36
VANCE CO EM	14	1	00:00:05	06:33:14	01:03:49	00:02:54	00:28:13	14:53:26
VANCE COUNTY ANIMAL CONTROL	80	1	00:00:06	05:18:20	00:40:35	00:07:18	00:31:51	54:07:56
WATER DEPARTMENT	19	1	00:00:05	01:19:04	00:18:31	00:00:00	00:18:31	5:51:55
WILDLIFE RESOURCES COMMISSION	1	1	00:29:39	00:29:39	00:29:39	00:00:00	00:29:39	0:29:39
Totals:	13	246						

POL

Department	Total CFS	Avg Units	Min CFS	Max CFS	Avg CFS	Disp-Enr	Disp-Arr	Total Time
HENDERSON POLICE DEPARTMENT	3741	1	00:00:00	08:38:29	00:18:54	00:00:25	00:04:29	1179:20:03
Totals:	1	3741						

RES

Department	Total CFS	Avg Units	Min CFS	Max CFS	Avg CFS	Disp-Enr	Disp-Arr	Total Time
VANCE COUNTY RESCUE SQUAD	37	2	00:02:06	04:09:15	00:45:18	00:02:07	00:27:55	27:56:27
Totals:	1	37						

SHE

Department	Total CFS	Avg Units	Min CFS	Max CFS	Avg CFS	Disp-Enr	Disp-Arr	Total Time
VANCE COUNTY SHERIFF'S OFFICE	3358	1	00:00:03	23:51:08	00:29:01	00:01:10	00:06:03	1624:10:14
Totals:	1	3358						

VANCE COUNTY E911
156 CHURCH ST STE 002 HENDERSON , NC 27536

CFS Time Summary By CallType
05/27/2020 00:00 - 06/30/2020 23:59

CallType	CFS Count	Minimum	Maximum	Average	Total Time	Percentage
	12	0:00:38	0:08:27	0:02:31	0:30:22	0.015
911 HANGUP	118	0:00:29	1:40:38	0:17:03	33:32:39	0.987
ABANDONED VEHICLE	4	0:04:09	0:37:46	0:22:11	1:28:45	0.044
ABDOMINAL PAIN/PROBLEMS	22	0:19:39	1:02:42	0:40:09	14:43:35	0.433
AIRCRAFT EMERGENCY	2	0:02:51	0:04:12	0:03:31	0:07:03	0.003
ALARM - RESIDENCE/BUSINESS	342	0:01:19	1:57:39	0:16:53	96:17:19	2.834
ALARM (FIRE RELATED)	49	0:03:23	1:05:38	0:22:14	18:10:05	0.535
ALLERGIES (REACTIONS/ENVENOMATIONS)	6	0:03:32	1:16:41	0:43:04	4:18:28	0.127
ANIMAL BITES/ATTACKS	7	0:02:46	3:17:40	1:03:57	7:27:41	0.22
ANIMAL COMPLAINT	72	0:03:18	5:21:17	0:40:20	48:25:09	1.425
ARMED ROBBERY	1	0:17:25	0:17:25	0:17:25	0:17:25	0.009
ARMED SUSPECT	12	0:10:26	1:11:58	0:26:34	5:18:52	0.156
ASSAULT	41	0:06:40	2:21:57	0:39:04	26:41:44	0.786
ASSAULT/SEXUAL ASSAULT/STUN GUN	7	0:01:50	1:21:07	0:45:27	5:18:14	0.156
ASSIST ANOTHER AGENCY	22	0:06:10	6:34:26	0:56:38	20:46:17	0.611
ASSIST MOTORIST	65	0:01:02	2:14:02	0:22:50	24:44:53	0.728
BACK PAIN(NON-TRAUMATIC/NON- RECENT TRAUMA)	5	0:29:21	0:51:39	0:37:42	3:08:33	0.092
BREAKING/ENTERING MOTOR VEHICLE	13	0:13:12	2:30:57	0:37:46	8:10:59	0.241
BREATHING PROBLEMS	79	0:03:05	2:23:38	0:48:27	63:48:28	1.878
BURGLARY	29	0:01:19	3:30:08	0:46:19	22:23:12	0.659
BURNS (SCALDS)/EXPLOSION(BLAST)	2	0:02:42	0:22:10	0:12:26	0:24:52	0.012
CARDIAC/RESPIRATORY ARREST/DEATH	16	0:15:43	3:53:40	1:43:09	27:30:33	0.81
CARELESS/WRECKLESS DRIVER	84	0:01:16	2:35:50	0:18:32	25:57:38	0.764
CHASE	1	6:02:43	6:02:43	6:02:43	6:02:43	0.178
CHEST PAINS/CHEST DISCOMFORT (NON-TRAUMATIC)	42	0:01:31	1:12:26	0:42:54	30:02:17	0.884
CHILD ABUSE	1	2:31:58	2:31:58	2:31:58	2:31:58	0.075
CHILD LOCKED IN VEHICLE	1	0:04:57	0:04:57	0:04:57	0:04:57	0.002
CITIZENS ASSIST/SERVICE CALL	19	0:00:53	1:46:25	0:23:46	7:31:45	0.222

CallType	CFS Count	Minimum	Maximum	Average	Total Time	Percentage
CIVIL DISTURBANCE	76	0:00:58	4:11:31	0:29:53	37:51:26	1.114
COMMUNICATING THREATS/HARASSMENT	76	0:00:28	3:31:38	0:30:12	38:15:48	1.126
CONTROL BURN	3	0:01:57	0:05:05	0:03:14	0:09:43	0.005
CONVULSIONS/SEIZURES	36	0:07:24	1:24:28	0:41:45	25:03:17	0.737
DIABETIC PROBLEMS	16	0:01:03	1:06:26	0:41:41	11:07:01	0.327
DIRECT TRAFFIC	7	0:08:34	1:08:06	0:36:49	4:17:49	0.126
DISORDERLY SUBJECT	122	0:03:25	1:53:06	0:24:43	50:16:44	1.48
DOMESTIC PROBLEMS	111	0:02:38	3:43:26	0:40:02	74:04:05	2.18
DOMESTIC PROBLEMS W/ WEAPONS	3	0:30:14	2:41:58	1:16:48	3:50:25	0.113
DOMESTIC VIOLENCE ORDER	41	0:00:20	5:20:35	0:20:19	13:53:22	0.409
DROWNING/NEAR DROWNING/DIVING/SCUBA	2	0:03:18	0:07:15	0:05:16	0:10:33	0.005
DRUG/ALCOHOL COMPLAINT	47	0:00:29	1:13:22	0:22:17	17:27:29	0.514
DRUNK DRIVER	11	0:04:35	1:49:03	0:26:34	4:52:24	0.143
ELECTRICAL HAZARD	3	0:15:31	0:39:44	0:27:42	1:23:06	0.041
ELECTROCUTION/LIGHTNING	1	0:24:25	0:24:25	0:24:25	0:24:25	0.012
ELEVATOR/ELEVATOR RESCUE	1	1:17:43	1:17:43	1:17:43	1:17:43	0.038
EMERGENCY TRANSPORT	3	0:04:56	1:58:08	0:44:33	2:13:41	0.066
ESCORT	215	0:02:28	8:12:00	0:37:50	135:36:15	3.991
EXTRICATION/ENTRAPPED	1	0:04:58	0:04:58	0:04:58	0:04:58	0.002
FALLS	60	0:01:59	1:24:35	0:41:13	41:13:40	1.214
FD TONE TEST	40	0:00:09	0:05:25	0:01:59	1:19:30	0.039
FIGHT	25	0:05:43	1:52:34	0:25:35	10:39:47	0.314
FIGHT W/ WEAPONS	2	0:32:52	0:54:28	0:43:40	1:27:20	0.043
FIRE CALL PROQA LAUNCH	13	0:00:55	0:44:17	0:12:47	2:46:17	0.082
FOOT PATROL	8	0:08:05	0:53:50	0:16:54	2:15:16	0.066
FRAUD/IDENTITY THEFT	21	0:00:41	2:14:17	0:28:31	9:59:09	0.294
FUEL SPILL/FUEL ODOR	1	0:14:31	0:14:31	0:14:31	0:14:31	0.007
GAS LEAK/GAS ODOR	4	0:23:05	0:44:36	0:30:15	2:01:01	0.059
HAZMAT	2	0:03:20	0:05:35	0:04:27	0:08:55	0.004
HEADACHE	4	0:26:18	1:00:19	0:41:46	2:47:06	0.082
HEART PROBLEMS/AICD	7	0:28:47	2:14:53	0:57:20	6:41:26	0.197
HEAT/COLD EXPOSURE	1	0:21:02	0:21:02	0:21:02	0:21:02	0.01
HEMORRHAGE/LACERATIONS	4	0:32:36	1:12:22	0:44:56	2:59:45	0.088

CallType	CFS Count	Minimum	Maximum	Average	Total Time	Percentage
HOME INVASION	3	0:10:27	0:38:00	0:21:53	1:05:39	0.032
ILLEGAL DUMPING	11	0:01:39	2:24:21	0:52:26	9:36:53	0.283
IMPROPERLY PARKED VEHICLE	15	0:03:24	1:04:43	0:17:47	4:26:47	0.131
INDECENT EXPOSURE	2	0:11:13	0:37:17	0:24:15	0:48:30	0.024
INSPECTION	6	0:30:49	2:47:49	1:18:32	7:51:16	0.231
INTOXICATED PERSON	11	0:08:43	0:56:34	0:25:28	4:40:14	0.137
INVESTIGATION	785	0:00:26	6:48:44	0:29:44	389:10:39	11.455
JUVENILE COMPLAINT	34	0:07:41	1:13:50	0:28:09	15:57:25	0.47
LARCENY	92	0:00:55	4:16:51	0:38:47	59:29:22	1.751
LIVESTOCK IN ROADWAY	3	0:12:12	1:06:15	0:34:24	1:43:12	0.051
LOST PROPERTY	4	0:14:21	1:33:39	0:36:15	2:25:03	0.071
LOUD MUSIC	149	0:01:42	2:02:07	0:16:55	42:02:46	1.238
MEDICAL CALL PROQA LAUNCH	48	0:00:29	1:33:10	0:23:46	19:00:56	0.56
MENTAL SUBJECT	106	0:00:09	9:18:24	1:41:52	179:59:14	5.298
MISSING PERSON	12	0:17:08	2:51:22	1:18:31	15:42:15	0.462
MOTOR VEHICLE COLLISION - PD	140	0:00:58	4:51:57	0:37:02	86:26:43	2.544
MOTOR VEHICLE COLLISION - PI	4	0:25:25	1:14:05	0:43:43	2:54:53	0.086
MUTUAL AID / ASSIST OUTSIDE AGENCY	2	0:02:49	5:22:37	2:42:43	5:25:26	0.16
MVC	35	0:05:10	4:02:43	1:07:03	39:06:54	1.151
OPEN DOOR	6	0:00:33	1:01:40	0:30:05	3:00:34	0.089
OUTSIDE FIRE	11	0:08:48	3:07:56	0:43:32	7:59:00	0.235
OVERDOSE / POISONING	20	0:12:37	3:14:12	0:53:27	17:49:08	0.524
PREGNANCY / CHILDBIRTH / MISCARRIAGE	10	0:02:24	1:27:19	0:34:19	5:43:18	0.168
PROPERTY CHECK	2649	0:00:08	4:12:16	0:17:11	759:15:31	22.348
PROPERTY DAMAGE	92	0:00:54	4:19:01	0:33:17	51:02:11	1.502
PSYCHIATRIC / ABNORMAL BEHAVIOR / SUICIDE ATTEMPT	1	0:30:32	0:30:32	0:30:32	0:30:32	0.015
RECOVERED / FOUND PROPERTY	15	0:03:14	1:37:45	0:42:59	10:44:49	0.316
REPO	5	0:01:28	0:03:15	0:02:35	0:12:57	0.006
ROBBERY	3	0:48:38	1:10:10	0:57:06	2:51:20	0.084
SHOPLIFTER	14	0:09:48	1:03:37	0:25:27	5:56:23	0.175
SHOTS FIRED	120	0:00:57	4:24:33	0:24:58	49:56:41	1.47
SICK PERSON	120	0:01:56	2:12:21	0:42:15	84:31:17	2.488
SMOKE INVESTIGATION (OUTSIDE)	3	0:08:19	0:21:59	0:17:24	0:52:13	0.026

CallType	CFS Count	Minimum	Maximum	Average	Total Time	Percentage
STAB / GUNSHOT / PENETRATING TRAUMA	12	0:02:07	6:26:23	1:37:51	19:34:15	0.576
STOLEN VEHICLE	7	0:07:19	2:37:52	1:01:50	7:12:52	0.212
STROKE / TIA	16	0:01:14	1:34:48	0:55:09	14:42:35	0.433
STRUCTURE FIRE	16	0:01:29	3:42:52	0:49:20	13:09:20	0.387
SUBPOENA	12	0:00:20	2:40:34	0:23:08	4:37:42	0.136
SUMMONS	197	0:00:19	0:31:59	0:06:37	21:43:40	0.64
SURRENDER	4	0:31:41	0:52:34	0:46:15	3:05:03	0.091
SUSPICIOUS SUBJECT	85	0:01:17	1:19:09	0:20:53	29:36:16	0.871
SUSPICIOUS VEHICLE	64	0:00:30	1:20:13	0:18:24	19:38:38	0.578
TEST	171	0:00:21	0:49:02	0:01:19	3:47:24	0.112
TRAFFIC STOP	574	0:00:26	4:11:26	0:14:55	142:49:04	4.204
TRAIN AND RAIL COLLISION / DERAILMENT	1	0:09:21	0:09:21	0:09:21	0:09:21	0.005
TRANSPORT	1	6:24:42	6:24:42	6:24:42	6:24:42	0.189
TRAUMATIC INJURY/INJURIES	8	0:01:06	0:45:28	0:21:41	2:53:30	0.085
TREE DOWN	14	0:01:44	3:42:21	0:49:29	11:32:59	0.34
TRESPASSING / LOITERING	193	0:02:55	2:01:26	0:23:26	75:23:26	2.219
UNAUTHORIZED USE OF A VEHICLE	13	0:09:51	1:22:32	0:29:37	6:25:05	0.189
UNCONCIOUS / FAINTING (NEAR)	63	0:01:36	2:24:08	0:42:06	44:12:23	1.301
UNKNOWN PROBLEM (PERSON) DOWN	15	0:07:52	1:09:57	0:29:26	7:21:42	0.217
VEHICLE FIRE	1	0:27:17	0:27:17	0:27:17	0:27:17	0.013
WARRANT SERVICE	76	0:00:18	2:56:39	0:37:21	47:19:28	1.393
WATER RELATED PROBLEM	26	0:01:54	1:36:40	0:22:18	9:39:59	0.285
WATER RESCUE/SINKING VEHICLE/VEHICLE IN FLOODWATER	1	4:17:23	4:17:23	4:17:23	4:17:23	0.126
Totals:	8142			43:23	3397:26:30	99.997

ADMINISTRATIVE AMBULANCE CHARGE-OFFS

FOR INFORMATION ONLY

JUNE 2020

<u>NAME</u>	<u>DATE OF SERVICE</u>	<u>AMOUNT</u>	<u>REASON</u>
Joseph E. West, Sr.	03/25/2016	388.32	Deceased-Statute of limitation beyond 3 yrs
Daniel Alston	05/24/2010	190.41	Uncollectible-Statute of limitation beyond 10 yrs
Pattie E. Alston	05/24/2010	180.41	Uncollectible-Statute of limitation beyond 10 yrs
Tyrone Alston	05/24/2010	574.92	Uncollectible-Statute of limitation beyond 10 yrs
Donna L. Ayscue	05/22/2010	75.64	Uncollectible-Statute of limitation beyond 10 yrs
Roderick Bates	05/03/2010	481.23	Uncollectible-Statute of limitation beyond 10 yrs
Samuel M. Benedict II	05/02/2010	522.87	Uncollectible-Statute of limitation beyond 10 yrs
Vera M. Bennett	05/19/2010	150.00	Uncollectible-Statute of limitation beyond 10 yrs
Carolann Birrittieri	05/24/2010	381.23	Uncollectible-Statute of limitation beyond 10 yrs
John E. Booth	05/20/2010	150.00	Uncollectible-Statute of limitation beyond 10 yrs
David L. Bowes	05/04/2010 – 05/31/2010	1491.48	Uncollectible-Statute of limitation beyond 10 yrs
Crystal M. Bullock	05/23/2010	150.00	Uncollectible-Statute of limitation beyond 10 yr
Phillip Burrows	05/03/2010	502.05	Uncollectible-Statute of limitation beyond 10 yrs
Sherri V. Campbell	05/25/2010	412.46	Uncollectible-Statute of limitation beyond 10 yrs
Joyce Carpunky	05/02/2010	92.90	Uncollectible-Statute of limitation beyond 10 yrs
William J. Celowanchik	05/02/2010	150.00	Uncollectible-Statute of limitation beyond 10 yrs
George R. Clark	05/14/2010	150.00	Uncollectible-Statute of limitation beyond 10 yrs
Carrie E. Crosson	05/25/2010	49.42	Uncollectible-Statute of limitation beyond 10 yrs
Erica D. Crudup	05/08/2010	38.00	Uncollectible-Statute of limitation beyond 10 yrs
Joseph J. Crudup	05/28/2010	391.64	Uncollectible-Statute of limitation beyond 10 yrs
Leon Debnam	05/14/2010	37.82	Uncollectible-Statute of

Justin A. Edmonds	05/25/2010	433.28	limitation beyond 10 yrs Uncollectible-Statute of
Evelyn C. Feltner	05/15/2010	402.05	limitation beyond 10 yrs Uncollectible-Statute of
Paulette J. Foster Statute of	05/02/2010	150.00	limitation beyond 10 yrs Uncollectible-
Francisco Gauna-Limas	05/15/2010	175.02	limitation beyond 10 yrs Uncollectible-Statute of
Mary H. Gentry	05/17/2010	454.10	limitation beyond 10 yrs Uncollectible-Statute of
Jerry W. Gibson	05/19/2010	150.00	limitation beyond 10 yrs Uncollectible-Statute of
Eliza Glover	05/15/2010	454.10	limitation beyond 10 yrs Uncollectible-Statute of
James T. Glover	05/16/2010	381.23	limitation beyond 10 yrs Uncollectible-Statute of
Vanessa E. Gray	05/02/2010	402.05	limitation beyond 10 yrs Uncollectible-Statute of
Kelley Green	05/07/2010	150.00	limitation beyond 10 yrs Uncollectible-Statute of
Grover W. Griffin	05/25/2010	150.00	limitation beyond 10 yrs Uncollectible-Statute of
Ron O. Hargrove	05/23/2010	402.05	limitation beyond 10 yrs Uncollectible-Statute of
Ezekiel Hart	05/24/2010	298.41	limitation beyond 10 yrs Uncollectible-Statute of
Avis C. Hendricks	05/27/2010	150.00	limitation beyond 10 yrs Uncollectible-Statute of
Justin L. Hicks	05/29/2010	43.64	limitation beyond 10 yrs Uncollectible-Statute of
My'Lea S. Hicks	05/12/2010	481.23	limitation beyond 10 yrs Uncollectible-Statute of
Macy Holden	05/06/2010	182.05	limitation beyond 10 yrs Uncollectible-Statute of
Jurrell L. Holmes	05/31/2010	150.00	limitation beyond 10 yrs Uncollectible-Statute of
Thomas N. James	05/04/2010	150.00	limitation beyond 10 yrs Uncollectible-Statute of
Melissa J. Johnson	05/20/2010	150.00	limitation beyond 10 yrs Uncollectible-Statute of
Queen S. Johnson	05/22/2010	300.00	limitation beyond 10 yrs Uncollectible-Statute of
Frankie Jones	05/29/2010	422.87	limitation beyond 10 yrs Uncollectible-Statute of
Margie H. Jones	05/21/2010	150.00	limitation beyond 10 yrs Uncollectible-Statute of
Teresa A. Jones	05/30/2010	150.00	limitation beyond 10 yrs Uncollectible-Statute of
Crystal Kearney	05/28/2010	391.64	limitation beyond 10 yrs Uncollectible-Statute of
Denzel D. Kittrell	05/29/2010	150.00	limitation beyond 10 yrs Uncollectible-Statute of
Javoanni B. Kittrell	05/08/2010	412.46	limitation beyond 10 yrs Uncollectible-Statute of

			limitation beyond 10 yrs
Perri S. Lawrence	05/11/2010	150.00	Uncollectible-Statute of limitation beyond 10 yrs
Nicholas R. Lewis	05/25/2010	150.00	Uncollectible-Statute of limitation beyond 10 yrs
Thomas Lozada	05/13/2010	391.64	Uncollectible-Statute of limitation beyond 10 yrs
Nancy C. Mangum	05/04/2010	402.05	Uncollectible-Statute of limitation beyond 10 yrs
Queen Mason	05/26/2010	150.00	Uncollectible-Statute of limitation beyond 10 yrs
Nelson E. Mayo	05/04/2010	402.05	Uncollectible-Statute of limitation beyond 10 yrs
Beatman A. McKnight	05/08/2010	402.05	Uncollectible-Statute of limitation beyond 10 yrs
Imani Morris	05/31/2010	460.41	Uncollectible-Statute of limitation beyond 10 yrs
Teneshia Morris	05/31/2010	460.41	Uncollectible-Statute of limitation beyond 10 yrs
Johnnie E. Newton	05/02/2010	166.50	Uncollectible-Statute of limitation beyond 10 yrs
Maria A. Otero	05/26/2010	147.36	Uncollectible-Statute of limitation beyond 10 yrs
Bobby A. Overby	05/22/2010	464.51	Uncollectible-Statute of limitation beyond 10 yrs
Timothy S. Parham	05/24/2010	422.87	Uncollectible-Statute of limitation beyond 10 yrs
Toria D. Parker	05/12/2010	75.00	Uncollectible-Statute of limitation beyond 10 yrs
James H. Pernell	05/23/2010 & 05/28/2010	300.00	Uncollectible-Statute of limitation beyond 10 yrs
Lakenya D. Perry	05/05/2010	13.48	Uncollectible-Statute of limitation beyond 10 yrs
Tonya S. Phillips	05/07/2010	402.05	Uncollectible-Statute of limitation beyond 10 yrs
Plummer Reid	05/24/2010	574.92	Uncollectible-Statute of limitation beyond 10 yrs
Efrain T. Rodriguez	05/05/2010	150.00	Uncollectible-Statute of limitation beyond 10 yrs
Victoria Sandoval	05/20/2010	360.41	Uncollectible-Statute of limitation beyond 10 yrs
Sacajaw O. Seward	05/02/2010	150.00	Uncollectible-Statute of limitation beyond 10 yrs
Calvin H. Small	05/15/2010	28.61	Uncollectible-Statute of limitation beyond 10 yrs
Garrell S. Surrat	05/14/2010	443.69	Uncollectible-Statute of limitation beyond 10 yrs
Cornelia B. Terry	05/16/2010	75.64	Uncollectible-Statute of limitation beyond 10 yrs
Richard L. Terry	05/10/2010	381.23	Uncollectible-Statute of limitation beyond 10 yrs
Teresa W. Terry	05/02/2010	402.05	Uncollectible-Statute of limitation beyond 10 yrs
Katherine M. Thomas	05/22/2010	391.64	Uncollectible-Statute of

			limitation beyond 10 yrs
Leroy Thorpe	05/12/2010	90.82	Uncollectible-Statute of limitation beyond 10 yrs
Davelle L. Townsend	05/09/2010	402.05	Uncollectible-Statute of limitation beyond 10 yrs
Nancy A. Tunstall	05/26/2010	136.23	Uncollectible-Statute of limitation beyond 10 yrs
Mary L. Velez	05/24/2010	150.00	Uncollectible-Statute of limitation beyond 10 yrs
Juan P. Weathers	05/16/2010	381.23	Uncollectible-Statute of limitation beyond 10 yrs

TOTAL \$ 22,925.88

Objectives	Outcomes
<p>1. Producers will increase sales of food locally to more agriculturally aware consumers through market development, producer and consumer education, and new farmer and infrastructure support.</p>	<ul style="list-style-type: none"> ● Cooperative Extension conducted a Zoom meeting with the Kerr-Tar Beekeepers Association so they could conduct their June meeting virtually. There were eleven members attending. Bob Noel conducted a program on Queen bees health and care. The beekeepers stated Cooperative Extension has been invaluable to them in providing information to them especially during the Covid- 19 pandemic. ● Small farms program continues to provide small farmers and gardeners up to date farm safety information, grant information, and answering questions by telephone and emails. Cooperative Extension is also providing information by conducting remote radio programs and a remote live call in show on WIZS radio.
<p>2. Agricultural producers, workers, food handlers and consumers will adopt safer food and agricultural production, handling, and distribution practices that reduce workplace and home injuries/illnesses, enhance food security, and increase the quality and safety of food that North Carolinians prepare and consumers.</p>	<ul style="list-style-type: none"> ● The Agriculture Department is making extensive use of Zoom for pesticide training, Master Gardener meetings, gardening classes and farmer education. The only face-to-face activities currently happening are site visits with farmers or landscape, and maintenance activities at the Memorial Garden. In those cases, we are being very diligent about sanitation and social distancing requirements ● The Vance County Farmers Market continues to open on a traditional schedule for the Summer Season. Proper sanitation and social distancing requirements have been in place since opening. An online order system has been utilized as an extra step of precaution.
<p>3. Individuals and groups will acquire leadership and decision making capacities needed to guide and actively participate in local and state organizations.</p>	<ul style="list-style-type: none"> ● CED Turner Pride currently serves as the chair of the Education Committee with the Vance County Chamber of Commerce. Working with them will open up new and innovative ways to partner with the 4-H program and provide larger activities that could further our reach in the county.

<p>4. Youth and adults will address community issues and/ or challenges through volunteerism.</p>	<ul style="list-style-type: none"> • The Vance/Warren Master Gardeners have met in person a few occasions while practicing social distancing to maintain the memorial garden at the Farmers Market.
<p>5. North Carolina's plant, animal and food systems will become more profitable and sustainable.</p>	<ul style="list-style-type: none"> • The Vance County Farmers Market is open Wednesday's and Saturday's from 7:30am-1pm • The Agriculture Department is making extensive use of Zoom for pesticide training, Master Gardener meetings, gardening classes and farmer education. • Cooperative Extension conducted a Zoom meeting with the Kerr-Tar Beekeepers Association so they could conduct their June meeting virtually. There were eleven members attending. Bob Noel conducted a program on Queen bees health and care. The beekeepers stated Cooperative Extension has been invaluable to them in providing information to them especially during the Covid- 19 pandemic. • Small farms program continues to provide small farmers and gardeners up to date farm safety information, grant information, and answering questions by telephone and emails. Cooperative Extension is also providing information by conducting remote radio programs and a remote live call in show on WIZS radio.
<p>6. Parents and caregivers will effectively use recommended parenting, self-care practices, and community resources.</p>	<ul style="list-style-type: none"> • Incredible Years is planning the next series of classes. The first one will be a virtual class in Mid July
<p>7. Futures that Work: School to Career Pathways</p>	<ul style="list-style-type: none"> • The 4-H program has advertised and registered local youth for various virtual summer opportunities including NC State's 4-H Virtual Summer Fun Program. Our New 4-H Agent begins July 1st, 2020 and will get started on building relationships in the county to continue our local involvement.
<p>8. Youth and adult program participants will make healthy food choices, achieve the recommended amount of physical activity and reduce risk factors for chronic diseases</p>	<ul style="list-style-type: none"> • The EFNEP program continues its weekly WHIP IT UP Wednesday recipe video available on social media and county websites. She also works with the Vance and Warren County 4-H programs summer fun activities for youth

	<p>providing virtual cooking classes and exercise tips.</p>
<p>9. Consumers and communities will enhance the value of plants, animals, and landscapes while conserving valuable natural resources and protecting the environment.</p>	<ul style="list-style-type: none"> • The Agriculture Department is making extensive use of Zoom for pesticide training, Master Gardener meetings, gardening classes and farmer education. The only face-to-face activities currently happening are site visits with farmers or landscape, and maintenance activities at the Memorial Garden. In those cases, we are being very diligent about sanitation and social distancing requirements
<p>10. Community Outreach</p>	<ul style="list-style-type: none"> • CED Turner Pride currently serves as the chair of the Education Committee with the Vance County Chamber of Commerce. Working with them will open up new and innovative ways to partner with the 4-H program and provide larger activities that could further our reach in the county. With current conditions and the looks of the future virtual learning and widespread collaboration with other entities will be of greater importance.

**Vance County Emergency Medical Service
06/01/2020- 06/30/20 Call Breakdown**

EMS Calls Totals By Station

Company 9 (Main)	521
Company 1 (Bearpond FD)	80
Jun-20	601

EMS Calls By Medical Category

Abdominal Pain	24
Allergies	3
Altered Mental Status	8
Animal Bite	1
Assault	11
Back Pain	3
Breathing Problem:	36
Burns	0
CO Poisoning / Hazmat	0
Cardiac Arrest	11
Chest Pain	24
Choking	1
Code Stroke	1
Convulsions / Seizure	20
Diabetic Problem	10
Drowning	0
Electrocutor	1
Eye Problem	1
Fall Victim	0
Fire Standby	21
Headache	5
Heart Problem:	5
Heat/Cold Exposure	3
Hemorrhage/Laceration	11
Industrial Accident	0
Ingestion/Poisoning/Overdose	25
Medical Alarm	2
Newborn	0
Not Applicable	71
Not Available	0
Not Entered	0
Not Known	0
Pain	33
Pregnancy / Childbirth	6
Psychiatric Problem:	5
Respiratory Arrest	0
STEMI	3
Sick Person	159
Dialysis Shunt Issue	0

EMS Calls By Medical Category (cont.)

Stab/Gunshot Wound	4
Standby	0
Stroke/CVA	14
Traffic Accident	0
Transfer / Interfacility	0
Trauma, Arrest	1
Traumatic Injury	33
Unconscious / Fainting	20
Unknown Problem:	25
Jun-20	601

EMS Calls By Outcome

ALS Assist	0
Cancelled	0
Cancelled Enroute	25
Dead at Scene	9
Fire Standby	15
No Patient Found	69
Interfacility Transport	0
Patient Refused Care	79
Standby	1
Mutual Aid Given	0
Treated, Refused transport	54
Treated, Transferred Care	1
Treated, Transported by EMS	348
Jun-20	601

Mileage Report

Unit	Mileage
102	151,589
103	130,754
104	71,173
105	114,194
107	59,003
108	98,383
109	89,352
110	153,309
112	136,614
114	98,494
1101	18,323

Dashboard Last 30 Days

95 -75

New Tickets

0

Your Tickets

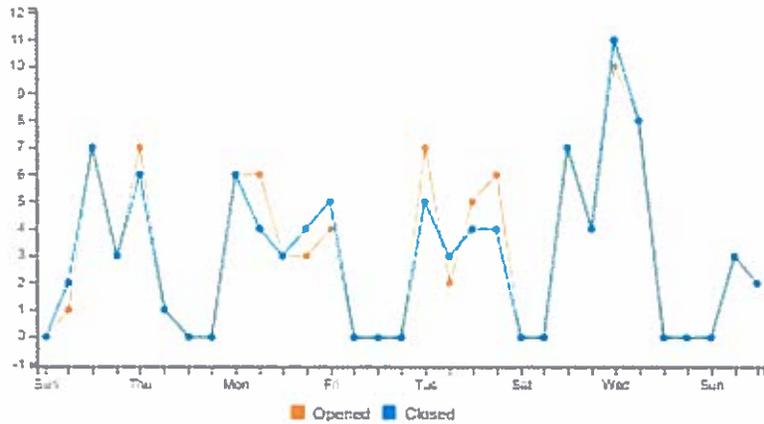
4 +4

Open Tickets

0

Unassigned Tickets

Ticket History



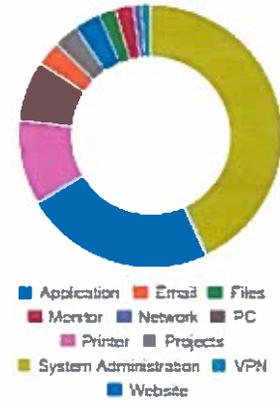
First Response Time Average

1 minute 1 second

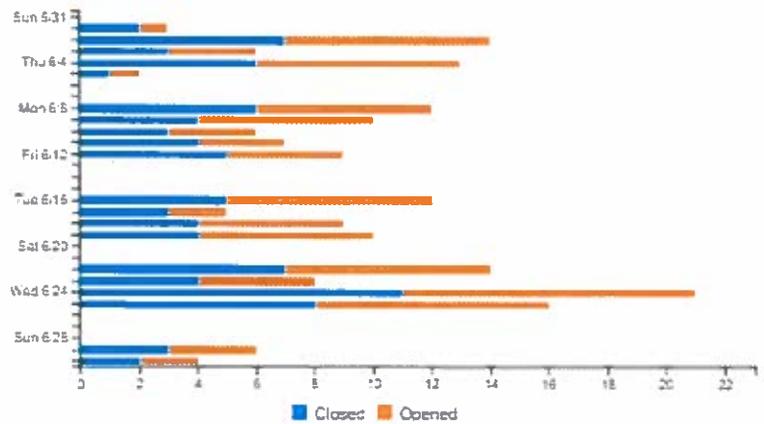
Ticket Close Time Average

9 hours

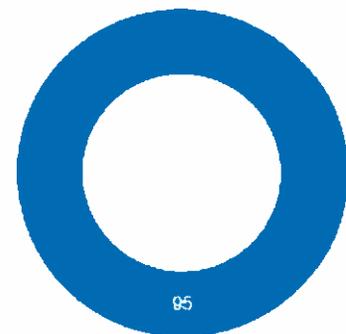
Category Breakdown



Ticket Churn



Top 5 Ticket Creators



Drew Henize

**VANCE COUNTY PLANNING & DEVELOPMENT
ACTIVITY SUMMARY REPORT
May 26, 2020 - June 25, 2020**

GENERAL ACTIVITY

Type of Activity	Total Records	Fees	Value
Enforcement Cases	13	N/A	N/A
Miscellaneous Fees			N/A
Planning Fees	7	\$500	N/A
Zoning Permits	40	\$2,045	N/A
Board of Adjustment			N/A
Planning Board / Rezoning			N/A
Mechanical	13	\$1,044	\$118,790
Electrical	33	\$1,685	\$75,429
Plumbing	13	\$720	\$37,887
Water Taps			
** Building **	57	\$34,437	\$3,315,213
TOTAL ALL ACTIVITY	176	\$40,431	\$3,547,319

*** ZONING PERMITS BREAKDOWN ***

Residential Zoning Permits	Total	Fees
Single Family Dwellings	22	\$1,320
Multi-Family Dwellings		
Residential Additions	4	\$240
Commercial	1	\$75
Miscellaneous	2	\$120
Sign	1	\$40
Cell Tower		
Perk Test Authorizations	10	\$250
Dev Permit (Kittrell)		
TOTAL ZONING PERMITS	40	\$2,045

**** BUILDING PERMITS BREAKDOWN ****

Residential Building Permits	Total	Fees	Value
(SFR) Single Family Residential	17	\$19,952	\$1,638,427
(MOD) Modular			
(SWMH) Single Wide Mobile Home	4	\$840	\$134,750
(DWMH) Double Wide Mobile Home	1	\$255	\$65,000
(TWMH) Triple Wide Mobile Home			
(ADD) Addition	2	\$455	\$29,000
(ACC) Accessory	4	\$605	\$48,000
Remodel	6	\$1,655	\$51,425
Shingles	1	\$65	\$500
(Demo) Demolition	5	\$220	\$14,200
Total Residential	40	\$24,047	\$1,981,302
Commercial Building Permits			
(CN) Commercial - New	1	\$5,495	\$841,431
(CA) Commercial - Addition	1	\$3,300	\$425,000
(CU) Commercial - Upfit	5	\$1,005	\$66,200
(OC) Occupancy Change			
(FS) Fire/Safety	9	\$535	N/A
Total Commercial	16	\$10,335	\$1,332,631
Misc (Residential & Commercial)	1	\$55	\$1,280
TOTAL BUILDING PERMITS	57	\$34,437	\$3,315,213

Prepared by: *Maop Valley*
6/26/2020

Approved by: *Sherry W. Mass*
6/26/2020

Vance County Planning & Development's
Planning Activity
05/26/20 to 06/25/20

Short ID	Project Description	Project Start Date	Short Address	Owner Name	Total Fees
EXPT	0537 01034 - Recombination, Club Pond Rd.	06/11/2020	1350 Club Pond Rd.	Bradley Gene or Jessica D. Faulkner	\$30.00
EXPT	0365 02007A Recombination of land, assuming 10' of setback has been met for accessory structures on each lot. (measurement from GIS Aerial shows compliance, although distance is not shown on plat).	06/09/2020	91 Thomas Rd.	George Wallace Edwards Jr.	\$30.00
EXPT	0312D01003 & 0312D01002. Recombination, 2.3999 Acres, Stonewood Loop Lane	06/12/2020	Stonewood Loop Ln.	Jeffrey or Amy Hobgood	\$30.00
EXPT	0325 03004 recombination, HWY 39, 226 acres.	06/22/2020	N NC 39	Virgil Lee Twisdale	\$30.00
EXPT	0325 04017 Recombination, Hwy 39 N	06/22/2020	N NC 39	Olivia Feduccia	\$30.00
Plan - Plat (Exempt)					
Total Fees		\$150.00			
MRSUB	0430 01002 one lot, Matthews Road.	06/08/2020	721 Matthews Rd.	Gab Investments LLC	\$175.00
MRSUB	0302 01001 - one lot on hwy 39, remainder 22.59 acres.	06/16/2020	N Hwy 39	Catherine D. or Jason M. Conklin	\$175.00
Plan - Subdivision (Minor)					
Total Fees		\$350.00			
TOTALS:	Total Projects:	7			

Total Fees

\$500.00

**Vance County Planning & Development's
Permits Issued - Zoning Permits
05/26/20 to 06/25/20**

Short ID	Project Description	Permit Issued Date	Short Address	Owner Name	Total Fees	Parcel ID
ZPERK	0581 02061 - Perk Authorization for proposed 2000 sq ft 3 bedroom 2 bath site built dwelling.	06/15/2020	Bent Tree Ln.	Bent Tree Woods on Kerr LLC	\$25.00	0581 02061
ZPERK	0427 03007 Perk test for 2 bedroom, 1 bath, single wide manufactured home.	05/28/2020	Old Watkins Rd.	Michael Ward	\$25.00	0427 03007
ZPERK		05/28/2020	County Line Rd.	Frisbie Robert N. & Rebecca M.	\$25.00	0577 02012
ZPERK	Recert., 2020 56x14 SWMH.	06/04/2020	Keeton Rd.	Yarborough Timothy E	\$25.00	0309 02003
ZPERK	perk test	06/04/2020		Wade Dorothy B.	\$25.00	0584 01020
ZPERK	Modular 1,568 Sq.Ft.	06/04/2020	Egypt Mountain Rd.	Harricane Properties, LLC	\$25.00	0491A01014
ZPERK	perk test	06/05/2020	Kittrell Rd.	Kittrell William Ted	\$25.00	0470 03022
ZPERK	2020 76'x16' SWMH 1,216 Sq Ft.	06/12/2020	Bullocksville Park Rd.	Drelich Joseph S.	\$25.00	0586 03036
ZPERK	2 Story SFD 3,000 Sq.Ft.	06/15/2020	Doc Ln.	Whitehawk Properties, LLC	\$25.00	0578 01025
ZPERK		06/23/2020	3904 Southerland Mill	Venable Rodney &	\$25.00	0551 01002

			Rd.	Shirley		
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Perk/Recert Authorization	
Total Fees	\$250.00
Permits Issued:	10

ZCOMM	0610 01004 - Addition to existing metal building for storage.	06/22/2020	100 Tucker Lumber Rd.	C M TUCKER LUMBER OF NC LLC	\$75.00	0610 01004
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Zoning - Commercial	
Total Fees	\$75.00
Permits Issued:	1

ZMISC	Violation - Two Accessory Bldgs.	06/17/2020	128 Shepards Way Ln.	Fletcher Gary D. & Janice G.	\$60.00	0583 01057
ZMISC	30'x14' Enclosed Bldg.	06/25/2020	560 Daniel Harris Rd.	Newton Nellie H. & William	\$60.00	0529 01005

Zoning - Miscellaneous	
Total Fees	\$120.00
Permits Issued:	2

ZRADD	10x10 Front Deck & 12x16 Back Deck.	06/04/2020	3714 Kelly Rd.	Oak Bottom Properties, Inc.	\$60.00	0376 01029
ZRADD	Attached Garage.	06/05/2020	1734 Waller Bowen Rd.	Abate Rudolph D. & Cindy	\$60.00	0551 03006B
ZRADD	12x24 Front Porch &	06/16/2020	322 Huff Rd.	Williams Tracy	\$60.00	0458B02013

	Detached Garage.					
ZRADD	Screened Porch.	06/25/2020	12 Hummingbird Ln.	Pegram Charles N. & Carol A.	\$60.00	0302 01047

Zoning - Residential Addition

Total Fees **\$240.00**

Permits Issued: **4**

ZSIGN	Post & Panel Ground Sign.	06/22/2020	7070 Raleigh Rd.	SCF RC Funding III, LLC	\$40.00	0462 04016
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Zoning - Sign

Total Fees **\$40.00**

Permits Issued: **1**

ZSFR	1.5 Stories 3 Beds & 2 Baths 2,192 Sq Ft. With Attached Garage 372 Sq Ft.	05/28/2020	2222 N Lynnbank Rd.	Briggs Ronald Bradley	\$60.00	0450 01004
ZSFR	Single family dwelling - 5 bdrms/ 3bths; rezoning was approved February 2018 from R20 zoning -R10 zoning, served by City of Henderson public water and sewer	05/29/2020	154 Springwater	East Geer Investments LLC	\$60.00	0412c03013
ZSFR	4 bedroom, 3 bath, single family site built dwelling. Property zoning R10. City of Henderson Water and Sewer	05/28/2020	106 Springwater	East Geer Investments LLC	\$60.00	0412c03017
ZSFR	4 bedroom, 2.5 bath site built single family	05/29/2020	92 Springwater Rd.	East Geer Investments LLC	\$60.00	0412c03018

	dwelling. Zoning is R10. City of Henderson Water and Sewer.						
ZSFR	5 bedroom, 1.5 bath site built single family dwelling. Zoning is R10. Henderson City Water and Sewer.	05/29/2020	153 Springwater	East Geer Investments LLC		\$60.00	0412c03012
ZSFR	Single family dwelling; rezoning approved February 2018 from R20-R10 zoning; City of Henderson public water/sewer	05/29/2020	150 Springwater Rd.	East Geer Investments LLC		\$60.00	0412c03014
ZSFR	Single family dwelling-4 bdms/3bths; Rezoning approved February 2018 from R20-R10 zoning; City of Henderson public water/sewer	05/28/2020	130 Springwater	East Geer Investments LLC		\$60.00	0412c03015
ZSFR	5 bedroom, 3 bath, site built single family dwelling. Zoning R10 Henderson City water and sewer.	05/29/2020	133 Springwater Rd.	East Geer Investments LLC		\$60.00	0412c03010
ZSFR	4 bedroom, 3 bath site built single family dwelling. Zoning R10. Henderson City water and sewer.	05/28/2020	147 Springwater Rd.	East Geer Investments LLC		\$60.00	0412c03011
ZSFR	5 bedroom, 2.5 bathroom, 41.7 x 38.7, site built single family dwelling. Zoning R10. Henderson City water and sewer.	05/29/2020	547 Waycliff	East Geer Investments LLC		\$60.00	0412c03007
ZSFR	4 bedroom, 3 bath, site built, 37.7 x 28.5, single family dwelling.	05/28/2020	559 Waycliff	East Geer Investments LLC		\$60.00	0412c03008

ZSFR	4 bedroom, 2.5 bath, 37.5 x 34', site built single-family dwelling. Zoning R10. Henderson City Water and Sewer.	05/29/2020	571 Waycliff	East Geer Investments LLC	\$60.00	0412c03009
ZSFR	Single family dwelling; 4 bdrm/3 bths; R10 zoning; City of Henderson public water/sewer	05/29/2020	519 Waycliff	East Geer Investments LLC	\$60.00	0412c0305
ZSFR	4 bedroom, 3 bath, 32 x 37, site built dwelling. Zoning R10. Henderson City Water and Sewer.	05/28/2020	535 Waycliff	East Geer Investments LLC	\$60.00	0412c03006
ZSFR	Single family dwelling; 4 bdrm/2.5 bths; R10 zoning; City of Henderson public water/sewer	05/29/2020	118 Springwater	East Geer Investments LLC	\$60.00	0412c03016
ZSFR	2019 76'x16' SWMH 3 Beds & 2 Baths. (Existing structure to be removed before final co).	06/12/2020	115 Weekenders Ln.	Morris Renee Jones	\$60.00	0361 01012
ZSFR	2020 76'x16' SWMH 3 Beds & 2 Baths. (Health approval for 3 bedroom only). (Existing structure to be removed before final co).	06/12/2020	128 Shepards Way Ln.	Fletcher Gary D. & Janice G.	\$60.00	0583 01057
ZSFR	3 Bed & 2 Bath SFD 1,380 Sq Ft.	06/11/2020	7010 NC 39 Hwy. N.	Spivey Joseph W. & Amanda	\$60.00	0371 01026
ZSFR	2020 60'x28' DWMH 3 Beds & 1.5 Baths	08/12/2020	1031 Edwards Rd.	Satterwhite James & Brenda	\$60.00	0458 06017
ZSFR	2014 72'x16' SWMH 2 Beds & 2 Baths. (Health approval for 2 bedroom only) (Existing structure to be removed before	08/15/2020	1355 N Chavis Rd.	Jones Ayanna Thurstine	\$60.00	0480 01006

	final co).					
ZSFR	1995 60'x14' SWMH 2 Beds & 2 Baths. (Existing structure to be removed before final co).	06/19/2020	1517 Stewart Farm Rd.	Dickerson Kenneth G. & Karyn	\$60.00	0529 02025
ZSFR	SFD 4 Beds & 3 Baths 1,705 Sq.Ft.	06/25/2020	188 N Lynnbank Rd.	Wilson Christopher L. & Kelley H.	\$60.00	0453 01025

Zoning - Single Family

Total Fees **\$1,320.00**

Permits Issued: **22**

TOTALS:	Total Projects:	40	
	Permits Issued:	40	
	Total Fees:		\$2,045.00

Vance County Planning & Development's
Permits Issued - Trades
05/26/20 to 06/25/20

Project Number	Project Description	Permit Issued Date	Short Address	Owner Name	Contractor Name	Value	Total Fees	Parcel ID
ELECC - 20 - 0666	wire helicopter maintenance shed beside helipad	06/01/2020	566 Ruin Creek Rd.	DLP MARIA PARHAM MEDICAL CENTER LLC	Rick Edwards	\$13,000.00	\$100.00	0411 03001
ELECC - 20 - 0702	add 125 amp sub panel 3-40 220 circuits, 1-30 220circuits, 4-20 220 circuits that is for new coolers move the registers move end cap power and if there is any emergency lights out we fix them.	06/10/2020	394 Raleigh Rd.	ROSEMYR CORPORATION	Jerry B Russell	\$6,000.00	\$100.00	0062 02002
ELECC - 20 - 0659	change inside panel 200 amp 1 phase 120-240 volt	05/28/2020	12525 N NC 39	HOWELL THOMAS H	Michael Hicks	\$750.00	\$55.00	0325 03011
Electrical Permit (C)								
Total Value		\$19,750.00	(Avg. \$6,583.33)					
Total Fees		\$255.00						
Permits Issued:		3						
ELECR - 20 - 0648	install 16kw generator with 200	05/27/2020	108 Village Dr.	Holland Patricia A Holland Michael	Christopher Conrad	\$6,700.00	\$55.00	0530 02034

	amp transfer switch							
ELECR - 20 - 0676	wiring fore new a/c heat, new wiring for dryer washer range and waterpump wire 2 bedrooms and rewire kitchen	06/03/2020	686 Rock Mill Rd.	Edwards William T Jr C/O Elaine Williams	Alfredo Jimenez Solis	\$6,000.00	\$55.00	0538 02005
ELECR - 20 - 0688	replace outside breaker box on 800 sf addition to original house	06/05/2020	41 Red Fox Run	Tice Andrew R Tice Donna M	Owner	\$1,000.00	\$55.00	0458A01003
ELECR - 20 - 0689	moved power from barn to the shed	06/05/2020	278 Gray Owens Ln.	OWENS RACHEL HEIRS	Owner	\$100.00	\$55.00	0383 01006
ELECR - 20 - 0701	mount panel, replace top of service & ground	06/08/2020	1637 Oxford Rd.	Wester John P Wester Donna G	Gene Smith	\$500.00	\$55.00	0057 01002
ELECR - 20 - 0707	install 200 amp service & ground rod	06/08/2020	391 Moody Rd.	Johnson William E Johnson Rhonda R	James Champion	\$955.00	\$55.00	0591A01003
ELECR - 20 - 0713	wire metal barn lights outlets and hvac	06/10/2020	7378 Hicksboro Rd.	Ichiban Peninsula On Kerr Lake	Dennis Sanford	\$20,000.00	\$55.00	0356 01010
ELECR - 20 - 0730	install 200 a service & install recept & lights in farm use building	06/12/2020	2510 Warrenton Rd.	Cleaton Wayne N Cleaton Valentina	Jeffrey Buchanan	\$2,800.00	\$55.00	0526 02022
ELECR - 20 - 0752	installed baseboard heat & service change	06/17/2020	270 MT Pleasant Church Rd.	Johnson Natasha M	Tim Bridges	\$3,600.00	\$55.00	0586 01009
ELECR - 20 - 0757	install new 200 amp service, ground rods 10yr co smoke 10yr	06/18/2020	137 Southern Ave.	Stainback Eloise S. Heirs	James Champion	\$755.00	\$55.00	0054 01013

	smoke							
ELECR - 20 - 0764	rewire house due to fire	06/19/2020	320 E Andrews Ave.	Johnson Olivia	Edward Chavis	\$4,300.00	\$-55.00	0073 03003
ELECR - 20 - 0783	repair existing service in order to have power turned on to existing well on prperty	06/24/2020	75 Bolton Ln.	Pegram Amanda Lynn Bolton	Dennis Sanford	\$500.00	\$55.00	0529 01011
ELECR - 20 - 0786	extending service entrance so drip leg isn't reachable from the ground	06/24/2020	759 N Garnett St.	K & G HOLDINGS LLC	Terrance Foster	\$250.00	\$55.00	0075 03011
ELECR - 20 - 0787	replacing a broken coupling on the service entrance conduit	06/24/2020	765 Garnett North - A St.	K & G HOLDINGS LLC	Terrance Foster	\$50.00	\$55.00	0075 03011
ELECR - 20 - 0794	changed meter base	06/25/2020	642 East Ave.	Champion Avon	Terrance Foster	\$124.00	\$55.00	0079 03024
ELECR - 20 - 0639	install electrical service for equipment charging & maintenance	05/26/2020	4022 Old Walkins Rd.	Abbott Leslie R	Dennis Sanford	\$700.00	\$55.00	0433 03020
ELECR - 20 - 0645	change out panel boxl	05/26/2020	826 Parkway Dr.	Butler Harriette H	James Champion	\$600.00	\$55.00	0104 05001
ELECR - 20 - 0647	replacing meter due to fire damage	05/26/2020	456 Spring Valley Rd.	Spain Edward F Spain Donna C	Owner	\$500.00	\$55.00	0207 02003
ELECR - 20 - 0714	change out meter panel combo that is broken and can not get parts for any longer	06/10/2020	390 S Chavis Rd.	Country Home Investments Jonathan S Greenway	Dennis Sanford	\$900.00	\$55.00	0482 04011
ELECR - 20 - 0725	Installation of dedicated electrical circuits	06/11/2020	3260 Us 158 Bypass	Jordan Wendy H Jordan Dennis	Willie Melvin Jones Jr	\$1,700.00	\$55.00	0409 01025

	for pump & alarm of new septic installation							
ELECR - 20 - 0729	change out service & move panel to outside	06/12/2020	478 Epsom Rocky Ford Rd.	Renn Jonathan M	Jeffrey Buchanan	\$2,500.00	\$55.00	0552 01014
ELECR - 20 - 0776	meter installation for power	06/23/2020	561 Rowland St.	DAVIS HERMAN A JR	Owner	\$55.00	\$55.00	0078 01019
ELECR - 20 - 0782	want to put electrical wire in conduit pole wiath	06/23/2020	1512 Nicholas St.	HICKS MYRON	Owner	\$85.00	\$55.00	0064 01009

Electrical Permit (R)

Total Value	\$54,654.00	(Avg.: \$2,376.26)
Total Fees	\$1,155.00	
Permits Issued:	23	

ELERR - 20 - 0675	power connection	06/02/2020	420 Finch Rd.	Harper Ruth A.	Owner	\$500.00	\$55.00	0541 01001C
ELERR - 20 - 0681	converted from fire assessment	06/04/2020	2611 Rice Rd.	DAVIS LINDA VANN	Owner	\$55.00	\$-55.00	0351 02008
ELERR - 20 - 0726	power reconnection	06/11/2020	3065 S NC 39 Hwy.	Piedmont Pines Investments Pro	Tim Bridges	\$250.00	\$55.00	0541 02001C
ELERR - 20 - 0755	turn on power	06/17/2020	637 Marshall St.	Turner Rowland G Jr	Owner	\$55.00	\$55.00	0091 02003
ELERR - 20 - 0788	wake electric requires inspection	06/24/2020	83 Red Clay Ln.	DAVIS RICHARD A JR DAVIS LINDA & DAVIS HOPE E	Owner	\$55.00	\$55.00	0352A01008

ELERR - 20 - 0600	turn power on	05/26/2020	1900 Rice Rd.	MORROW BARBARA COFFEY HEIRS C/O AMANDA PENDERGRASS	TBD	\$55.00	\$55.00	0351 01005
ELERR - 20 - 0771	power has been off for some time	06/22/2020	642 Marshall St.	Alston James B	Owner	\$55.00	\$55.00	0091 06063

Electrical Permit Reconnection (R)

Total Value **\$1,025.00** (Avg.: \$146.43)

Total Fees **\$275.00**

Permits Issued: **7**

HVACC - 20 - 0699	change out heat pump and air handler hook to existing duct work and electrical	06/09/2020	550 W Andrews Ave. Suite # 36	Henderson Heights Ltd C/O M & M Properties Inc	James Foreman	\$3,000.00	\$100.00	0101 01001
HVACC - 20 - 0711	10 ton rooftop gas pack change out	06/10/2020	1737 Dabney Dr.	L4 CAROLINA PROPERTIES LLC	Tony Woodall	\$12,000.00	\$100.00	0033 01012
HVACC - 20 - 0715	Replace 2 ton ductless straight cool mini split for server room electrical cost 250	06/10/2020	101 Peter Gill Rd.	GOLDSTEIN GOLDSTEIN & REINKER	Terrence Douglas Pennington	\$3,995.00	\$100.00	0453 05026
HVACC - 20 - 0748	change out heat pump no duct work	06/16/2020	1310 Nicholas St.	SANFORD MILLING COMPANY INC	Clyde Ellington	\$4,900.00	\$100.00	0063 01003
HVACC - 20 - 0749	remove and replace spit system furnanc	06/16/2020	390 Raleigh Rd.	ROSEMYR CORPORATION	James Dilks, III	\$10,401.00	\$100.00	0062 02002
HVACC - 20 -	replace (8) 10 ton	06/19/2020	101 Peter Gill Rd.	GOLDSTEIN	Terrence Douglas	\$50,000.00	\$140.00	0453 05026

0762	heat pump packages, replace (1) 6 ton gas package unit			GOLDSTEIN & REINKER	Pennington			
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Mechanical Permit (C)

Total Value **\$84,296.00** (Avg : \$14,049.33)

Total Fees **\$640.00**

Permits issued: **6**

HVACR - 20 - 0660	replace existing system with 1-3ton 16 seer split system heat pump tying to the existing ductwork & electric	05/28/2020	588 Cedar Cove Rd.	ELLINGTON JOHN K	Donald Richard Lynch	\$8,000.00	\$55.00	0593 01047
HVACR - 20 - 0661	install hvac system with duct work	05/29/2020	410 Booth St.	Maria Apolinar Vega isidro	Larry Wilder	\$3,800.00	\$74.00	0091 06038
HVACR - 20 - 0672	replace outdoor A/C unit and indoor A/C coil	06/02/2020	231 Red Bud Cir.	LAZAR JOHN V SR LAZAR BEVERLY R	Dean Casey	\$2,000.00	\$55.00	0047 01020A
HVACR - 20 - 0685	change out replacing 2.5 ton heat pump and air handler in closet	06/04/2020	82 Redwing Ln.	Jones Sandra	Jeffrey Lee Guard	\$8,388.00	\$55.00	0365E01079
HVACR - 20 - 0686	change out replacing 3 ton heat pump pack	06/04/2020	195 Morgan Rd.	HANKS MELVIN HANKS CELIA	Raul Ceron	\$9,826.00	\$55.00	0352 01030
HVACR - 20 - 0789	change out outside heat pump	06/24/2020	610 Mcborn St.	Springwood Apartments Llc	David Stanley Hope	\$1,200.00	\$55.00	0021 05001
HVACR - 20 - 0790	hook up gas to generator	06/24/2020	108 Village Dr.	Holland Patricia A Holland Michael	Frank Edward Tippett	\$1,300.00	\$55.00	0530 02034

Mechanical Permit (R)Total Value **\$34,494.00** (Avg.: \$4,927.71)Total Fees **\$404.00**Permits Issued: **7**

PLMBC - 20 - 0727	replace sections of the main drain inside the building	06/11/2020	1249 Dabney Dr	HENDERSON FIELDS LLC	James O Wall	\$22,187.00	\$100.00	0013 03046
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Plumbing Permit (C)Total Value **\$22,187.00** (Avg.: \$22,187.00)Total Fees **\$100.00**Permits Issued: **1**

PLMBR - 20 - 0653	replace an electric cook top with gas cook top	05/28/2020	140 Country Club Dr.	STAINBACK PAUL J STAINBACK ELLEN	Anthony Ranes	\$1,000.00	\$55.00	0048 02008
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PLMBR - 20 - 0657	replace sewer main from street to house	06/03/2020	1567 Oakdale Cir.	PASSAS MICHAEL	Timothy Dwight Epling	\$1,500.00	\$55.00	0014 04019
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PLMBR - 20 - 0665	relocate plumbing for hot water tank	06/18/2020	410 Booth St.	Maria Apolinar Vega Isidro	TBD	\$5,000.00	\$55.00	0091 06038
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PLMBR - 20 - 0710	connecting sewer line from the house to new septic tank	06/10/2020	223 S Stratford Dr.	Ramey Willie T Iii Ramey Betty	Larry Satterwhite	\$700.00	\$55.00	0410B02008
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Plumbing Permit (R)

Total Value	\$8,200.00	(Avg. \$2,050.00)
Total Fees	\$220.00	
Permits Issued:	4	

PVCWD - 20 - 0031	connect to county water	06/01/2020	7246 S NC 39 Hwy.	T J C Investments Llc	TBD	\$400.00	\$50.00	0552 01018
PVCWD - 20 - 0032	connect to county water	06/01/2020	7246 S NC 39 Hwy.	T J C Investments Llc	TBD	\$400.00	\$50.00	0552 01018
PVCWD - 20 - 0654	connect to county water line	05/28/2020	2394 Kelly Rd.	PERKINSON ADAM PERKINSON KECIA	Owner	\$200.00	\$50.00	0381 04007
PVCWD - 20 - 0667	connect to county water line	06/02/2020	2683 Rock Mill Rd.	Solomon Christopher Lee Sr	Owner	\$2,000.00	\$50.00	0546 02006
PVCWD - 20 - 0680	county water	06/04/2020	420 Greystone Rd.	Alston Patricia	Robert Lloyd	\$3,000.00	\$50.00	0615 02004
PVCWD - 20 - 0709	connect to county water	06/09/2020	2050 Stagecoach Rd.	Hicks James W lii	Owner	\$800.00	\$50.00	0389C01022
PVCWD - 20 - 0747	connect to county water	06/16/2020	4201 Glebe Rd.	PERKINSON CARL R PERKINSON GAIL	Owner	\$500.00	\$50.00	0382 02004
PVCWD - 20 - 0770	connect to county water line	06/22/2020	75 Foster Rd.	C & C investments	James Bullock	\$400.00	\$50.00	0552 01019

Plumbing VCWD

Total Value	\$7,500.00	(Avg. \$937.50)
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Total Fees	\$400.00
Permits Issued:	8

TOTALS:	Value:	\$232,106.00	(Avg.: \$3,934.00)
	Total Projects:	59	
	Permits Issued:	59	
	Total Fees:		\$3,449.00

Vance County Planning & Development's
Permits Issued - Building
 05/26/20 to 06/25/20

Project Number	Project Description	Permit Issued Date	Short Address	Owner Name	Contractor Name	Value	Total Fees	Parcel ID
ACC - 20 - 0593	build 12x28 storage shed	05/29/2020	384 Bobbitt Rd.	Lyles Stephen Thomas Lyles Paula	Owner	\$3,000.00	\$55.00	0457 03013
ACC - 20 - 0603	adding a 30x14 shed	06/25/2020	560 Daniel Harris Rd.	Newton Nellie H Newton William	Owner	\$15,000.00	\$220.00	0529 01005
ACC - 20 - 0642	building an attached garage to an existing dwelling	06/05/2020	1734 Walter Bowen Rd.	Abate Rudolph D Abate Cindy	Owner	\$25,000.00	\$220.00	0551 03006A

Building Accessory (R)

Total Value	\$43,000.00	(Avg.: \$14,333.33)
Total Fees	\$495.00	
Permits Issued:	3	

DECK - 20 - 0643	add a front porch 10x10 and a 16x32 back porch	06/04/2020	3714 Kelly Rd.	Oak Bottom Properties, Inc.	Owner	\$5,000.00	\$110.00	0376 01002
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Building Accessory (R) - Deck/Ramp

Total Value	\$5,000.00	(Avg.: \$5,000.00)
Total Fees	\$110.00	
Permits Issued:	1	

CA - 20 - 0721	addition to existing metal building 14,700 sft	06/22/2020	100 Tucker Lumber Rd	C M TUCKER LUMBER OF NC LLC	Anthony Lee Downs	\$425,000.00	\$3,300.00	0610 01004
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Building Addition (C)

Total Value **\$425,000.00** (Avg.: \$425,000.00)

Total Fees **\$3,300.00**

Permits Issued: **1**

ADD - 20 - 0673	build a concrete pad for a 24x36 garage, build a front covered porch 12x24 and replace roofing	06/16/2020	322 Huff Ln.	Tracy Williams Ramirez	Owner	\$3,000.00	\$200.00	0458B02013
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ADD - 20 - 0777	add roof over patio area sitting area 570sqft	06/25/2020	12 Hummingbird Ln.	Pegram Charles N. & Carol A.	K. Lee Builders, Inc.	\$26,000.00	\$255.00	0302 01047
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Building Addition (R)

Total Value **\$29,000.00** (Avg.: \$14,500.00)

Total Fees **\$455.00**

Permits Issued: **2**

SFR - 20 - 0539	1.5 story SFR	05/28/2020	2222 N Lynnbank Rd.	Briggs Ronald Bradley	R. Dan Brummitt	\$304,000.00	\$1,538.00	0450 01004
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SFR - 20 - 0605	2 story SFR	05/29/2020	92 Springwater Rd.	East Geer Investments LLC	Wade Gilmer Jurney, Jr.	\$82,417.22	\$1,118.00	0412c03018
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SFR - 20 - 0606	2 story SFR	05/28/2020	106 Springwater	East Geer Investments LLC	Wade Gilmer Jurney, Jr.	\$71,664.49	\$1,118.00	0412c03017
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SFR - 20 - 0607	2 story SFR	05/28/2020	130 Springwater	East Geer Investments LLC	Wade Gilmer Jurney, Jr.	\$73,074.64	\$1,118.00	0412c03015
SFR - 20 - 0608	2 story SFR	05/29/2020	150 Springwater Rd.	East Geer Investments LLC	Wade Gilmer Jurney, Jr.	\$80,607.03	\$1,118.00	0412c03014
SFR - 20 - 0609	2 story SFR	05/29/2020	154 Springwater	East Geer Investments LLC	Wade Gilmer Jurney, Jr.	\$97,103.00	\$1,118.00	0412c03013
SFR - 20 - 0610	2 story SFR	05/29/2020	153 Springwater	East Geer Investments LLC	Wade Gilmer Jurney, Jr.	\$10,874.00	\$1,648.00	0412c03012
SFR - 20 - 0623	2 story SFR	05/28/2020	147 Springwater Rd.	East Geer Investments LLC	Wade Gilmer Jurney, Jr.	\$71,664.49	\$1,118.00	0412c03011
SFR - 20 - 0624	2 story SFR	05/29/2020	133 Springwater Rd.	East Geer Investments LLC	Wade Gilmer Jurney, Jr.	\$97,103.00	\$1,118.00	0412c03010
SFR - 20 - 0627	2 story SFR	05/29/2020	571 Waycliff	East Geer Investments LLC	Wade Gilmer Jurney, Jr.	\$77,424.59	\$1,118.00	0412c03009
SFR - 20 - 0628	2 story SFR	05/28/2020	559 Waycliff	East Geer Investments LLC	Wade Gilmer Jurney, Jr.	\$80,327.20	\$1,118.00	0412c03008
SFR - 20 - 0629	2 story SFR	05/29/2020	547 Waycliff	East Geer Investments LLC	Wade Gilmer Jurney, Jr.	\$10,874.00	\$1,648.00	0412c03007
SFR - 20 - 0633	2 story SFR	05/29/2020	519 Waycliff	East Geer Investments LLC	Wade Gilmer Jurney, Jr.	\$97,103.00	\$1,118.00	0412c03005
SFR - 20 - 0634	2 story SFR	05/28/2020	535 Waycliff	East Geer Investments LLC	Wade Gilmer Jurney, Jr.	\$79,325.85	\$1,118.00	0412c03006
SFR - 20 - 0635	2 story SFR	05/29/2020	118 Springwater	East Geer	Wade Gilmer	\$81,864.91	\$1,118.00	0412c03016

				Investments LLC	Jurney, Jr.			
SFR - 20 - 0678	1 story SFR with porch	06/11/2020	7010 NC Hwy. 39 N.	SPIVEY JOSEPH W SPIVEY AMANDA	R. Dan Brummitt	\$143,000.00	\$694.00	0371 01026
SFR - 20 - 0717	1 story SFR	06/25/2020	188 Lynnbank	Wilson Christopher L Wilson Kelley H	Thomas McDaniel Construction	\$170,000.00	\$1,008.00	

Building New Single Family (R)

Total Value **\$1,638,427.42** (Avg.: \$96,378.08)

Total Fees **\$19,952.00**

Permits Issued: **17**

CN - 20 - 0342	construct a grounds up wood frame structure on story, 2,145 sq ft restaurant with site improvements Popeyes	06/22/2020	1207 Dabney Dr.	HENDERSON FIELDS LLC	Barry Allan Miller, Jr	\$841,431.00	\$5,495.00	0013 03046
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Building Permit New (C)

Total Value **\$841,431.00** (Avg.: \$841,431.00)

Total Fees **\$5,495.00.**

Permits Issued: **1**

RMODL - 20 - 0596	repair existing dwelling foundation	05/26/2020	4421 Glebe Rd.	GADDIS TONY W GADDIS NEELA B	Richard Daniel Sykes	\$2,800.00	\$65.00	0377 02001
RMODL - 20 - 0649	adding a metal roof and electricity.	05/28/2020	713 Champion St.	QUALITY CORNER CORP	Owner	\$10,000.00	\$410.00	0027 02004

	plumbing hvac and insulation			C/O WESTER REALTY				
RMODL - 20 - 0658	foundation repair replace girder install new pier to support joist	05/29/2020	270 Stratford Dr.	Tyler Jo Cynthia Stanley	Drew Vallery	\$15,575.00	\$65.00	0410B01009
RMODL - 20 - 0692	removing existing 12x12 deck-enclosing that are/remove walls to expand living space making living/dining room bigger	06/05/2020	1715 Pool Rock Rd.	Wilson Jena	Owner	\$20,000.00	\$365.00	0354B01001
RMODL - 20 - 0737	remodel red tag #2226	06/16/2020	435 Poplar St.	Juan Estrada Lopez	Troy Anthony White	\$2,050.00	\$585.00	
RMODL - 20 - 0775	remodel SWMH	06/23/2020	3065 S NC 39 Hwy.	Piedmont Pines Investments Pro	Tim Bridges	\$1,000.00	\$165.00	0541 02001C

Building Remodel (R)

Total Value **\$51,425.00** (Avg.: \$8,570.83)

Total Fees **\$1,655.00**

Permits Issued: **6**

CU - 20 - 0646	construct six offices in 38x50 warehouse portion	06/12/2020	104 Market St.	VASCO PROPERTIES LLC	Owner	\$29,500.00	\$420.00	0411 03050
CU - 20 - 0651	antenna change on existing cell tower	06/03/2020	240 Bearpond Rd.	Stevenson Jerry Stevenson Thomas Jr	Larry Conn	\$19,000.00	\$200.00	0453 04009
CU - 20 - 0652	repurpose existing	06/02/2020	414 Raleigh Rd	REBUILDING	Rebuilding Hope,	\$1,000.00	\$220.00	0063 02002

	space for short term sleeping			HOPE INC	Inc.			
CU - 20 - 0691	install a new captive aire 12' hood system hood cut sheets are attached	06/05/2020	1155 E Andrews Ave	Taylor Jerry W Taylor Ellen	Clay Pollard	\$16,500.00	\$110.00	0081 02034
CU - 20 - 0716	erect a dividing wall to separate room with an opening	06/10/2020	941 Andrews West - G Ave.	CRAWPROP LLC	Owner	\$200.00	\$55.00	0106 02011

Building Upfit/Remodel (C)

Total Value **\$66,200.00** (Avg.: \$13,240.00)

Total Fees **\$1,005.00**

Permits Issued: **5**

DEMO - 20 - 0668	demo interior drop ceilings	06/02/2020	317 S Garnett St.	WILLIAMS DERYLVON	Owner	\$1,000.00	\$55.00	0002 04004
DEMO - 20 - 0669	demo house	06/02/2020	2817 N NC 39 Hwy.	VANCE COUNTY	Ricky Pearce	\$2,100.00	\$0.00	0206 02016A
DEMO - 20 - 0723	demolish residential home	06/11/2020	726 S College St.	NWANKWO ROSEMARY	Owner	\$5,000.00	\$55.00	0026 02015
DEMO - 20 - 0664	demolish house	06/01/2020	2817 Us 158 Bypass	GREENWAY LARRY T GREENWAY GLORIA	Ricky Pearce	\$2,100.00	\$55.00	0410 04005
DEMO - 20 - 0761	demolish house	06/19/2020	327 Rockspring St.	ROMERO ESBEIDY C TORRES&OTHERS	Alan Faulkner	\$4,000.00	\$55.00	0098 01018

Demolition Permit

Total Value **\$14,200.00** (Avg.: \$2,840.00)

Total Fees **\$220.00**

Permits Issued: **5**

FS - 20 - 0679	fire assessment	06/03/2020	2611 Rice Rd.	DAVIS LINDA VANN	Owner	\$55.00	0351 02008
FS - 20 - 0703	fire assessment	06/08/2020	285 Faulkner Town Rd.	Sandoval, Karen Janette	Owner	\$55.00	0541 01009
FS - 20 - 0704	ale check	06/08/2020	1727 S NC 39 Hwy.	Alashmli Ahmad Alashmely Nasher	Owner	\$55.00	0082 01018
FS - 20 - 0739	fire assessment	06/15/2020	320 E Andrews Ave.	Johnson Olivia	Owner	\$55.00	0073 03003
FS - 20 - 0754	Fire/Safety	06/17/2020	440 Gun Club Rd.	Early Falsom Properties Inc	Owner	\$55.00	0410 01002

Fire/Safety

Total Value **\$0.00** (Avg : \$0.00)

Total Fees **\$275.00**

Permits Issued: **5**

FSDC - 20 - 0663	foster care	06/01/2020	1572 S Lynnbank Rd.	Falkner John Henry Iii	Owner	\$55.00	0467 03010
FSDC - 20 - 0742	group home	06/15/2020	119 S Cinnebar Ct.	Sheffine Williams Levernle Livingstone	Owner	\$95.00	0412B01010

FSDC - 20 - 0778	yearly inspection daycare	06/23/2020	509 Boddie St.	BROWN VERNON LEROY	Owner		\$55.00	0069 02004
FSDC - 20 - 0745	annual inspection	06/16/2020	1415 Quail Run Bldg. F	Quail Ridge Associates	Owner		\$55.00	0031 01002

Fire/Safety - Foster/Day Care

Total Value	\$0.00	(Avg.: \$0.00)
Total Fees	\$260.00	
Permits Issued:	4	

DWMH - 20 - 0695	2020 DWMH	06/12/2020	1031 Edwards Rd.	Ranes HVAC, LLC	Owner	\$65,000.00	\$255.00	0456 06017
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Manufactured Home Double Wide (R)

Total Value	\$65,000.00	(Avg.: \$65,000.00)
Total Fees	\$255.00	
Permits Issued:	1	

SWMH - 20 - 0670	2019 SWMH	06/12/2020	115 Weekenders Ln.	Coke James I Loftis Margaret B	Carolina Mobile Contractors, Inc.	\$64,000.00	\$210.00	0361 01012
SWMH - 20 - 0671	2020 SWMH	06/25/2020	128 Shepards Way Ln.	Fletcher Gary D. & Janice G.	Carolina Mobile Contractors, Inc.	\$60,000.00	\$265.00	0583 01057
SWMH - 20 - 0693	1995 SWMH	06/19/2020	1517 Stewart Farm Rd.	Dickerson Kenneth Glenn	Owner	\$750.00	\$155.00	0529 02025
SWMH - 20 - 0694	2014 SWMH	06/15/2020	1355 N Chavis Rd.	Jones Ayanna	Carolina Mobile	\$10,000.00	\$210.00	0480 01006

				Thurstone	Contractors, Inc.			
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Manufactured Home Single Wide (R)

Total Value **\$134,750.00** (Avg.: \$33,687.50)

Total Fees **\$840.00**

Permits Issued: **4**

SHING - 20 - 0712	remove and replace shingles	06/10/2020	717 Alexander Ave.	Hernandez Ramon H	Owner	\$500.00	\$65.00	0086 01015
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Shingles

Total Value **\$500.00** (Avg.: \$500.00)

Total Fees **\$65.00**

Permits Issued: **1**

SIGN - 20 - 0696	to install 1- post and panel ground sign	06/22/2020	7070 Raleigh Rd.	Darch Lee Arnold	McCorkle Sign Co., Inc.	\$1,280.00	\$55.00	0462 04016
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Sign Permit

Total Value **\$1,280.00** (Avg.: \$1,280.00)

Total Fees **\$55.00**

Permits Issued: **1**

TOTALS:	Square Footage:	94,926.00	(Avg.: 1,977.63)
	Value:	\$3,315,213.42	(Avg.: \$69,066.95)
	Total Projects:	57	

Permits Issued:	57	
Total Fees:		\$34,437.00

RECREATION/PARKS

JUNE RECREATION PROGRAM SUMMARY

RECREATION PROGRAM DIVISION

- ✚ The June Recreation Commission meeting at the Aycock Recreation Center was held on Thursday, June 11, 2020 at 12:00pm via Zoom due to the COVID-19 pandemic.
- ✚ Aycock Recreation Center and area parks remain closed to the public to prevent the spread of COVID-19 pandemic.

YOUTH ATHLETICS

- ✚ All games and practice were cancelled due to the COVID-19 pandemic.
- ✚ Athletic registrations have been postponed due to the COVID-19 pandemic.

RECREATION PROGRAMS

- ✚ Darius Pitt, Recreation and Parks Program Specialist, hosted a Facebook Live “Paint with DP” session on Saturday, June 13, 2020. The session was viewed by 700 citizens.
- ✚ Darius Pitt, Recreation and Parks Program Specialist, oversee and led Facebook Live Body Blast exercise program each Wednesday to demonstrate how participants can exercise safely using social distancing. All the Henderson-Vance Recreation full-time staff participated in this program.
- ✚ Crystal Allen, Recreation Program Supervisor coordinated VIRTUAL BINGO- This is a free community program for seniors. The Recreation Department provides prizes for the program. This program was held on Thursday, June 18, 2020 with a total of 11 participants and Thursday June 25, 2020 with a total of 15 participants.
- ✚ Crystal Allen, Recreation Program Supervisor coordinated Golden Age Club and DREAM – Crystal Allen, Recreation and Parks Supervisor, texted participants to check on them and see how everyone was doing. They were informed that they would be notified of any changes, updates or post COVID-19 reopening information.
- ✚ Crystal Allen, Recreation Program Supervisor coordinated Visually Impaired Program (VIP) - this program works with visually impaired citizens and volunteers, this is a camp/program for the Visual Impaired/ blind residents to participate in activities that are geared toward their special needs. On Thursday, June 11, 2020 there was a telephone conference call for the support group meeting with the VIP. There were 12 members present. On Thursday June 25, 2020 a VIP teleconference exercise activity was held with 4 participants.
- ✚ Crystal Allen, Recreation Program Supervisor coordinated Arthritis- This **FREE** low-impact, joint safe program is developed for people with arthritis and has been proven to

decrease pain and stiffness while increasing flexibility and range of motion. Suitable for every fitness level! Participants were contacted and copies of the exercises were mailed so that participants could do them at home. Ideas for a virtual program on Facebook Live are being considered.

- ✚ Crystal Allen, Recreation Program Supervisor coordinated Special Olympics –The athletes’ guardians/group home leaders were contacted to check on their well-being and were that they would be informed of any changes, updates or post COVID-19 reopening information.
- ✚ Crystal Allen, Recreation Program Supervisor, attended several webinars and online training conferences, and social distancing programs including the following:
 - Small Programs on June 2, 2020 at 4:00pm, hosted by North Carolina Recreation and Parks Association
 - Programming in the Parks, Bringing it Outside on June 23, 2020 at 11:00am, hosted by North Carolina Recreation and Parks Association,
 - North Carolina Recreation and Parks Association Region 4 Round table discussion on June 24, 2020 at 11:00am.
 - Joined Special Olympic Local Coordinator Webinars on June 25, 2020 at 12:00pm, hosted by Special Olympics of North Carolina
 - Joined Vance County Aging teleconference on June 4, 2020 at 10:00am, hosted by Vance County Aging
 - Joined Vance County Aging teleconference on June 22, 2020 at 2:00pm, hosted by Vance County Aging
 - Received certification in Protective Behavior and Concussion training for Special Olympics online training on June 22-23, 2020, hosted by Special Olympics of North Carolina

Special Events

AYCOCK RECREATION CENTER

- ✚ The Henderson-Vance Recreation and Parks Department is helping the City, County, and Vance County Schools with an employee wellness program by providing free memberships to all City, County, and Vance County School employees.
 - City Employees = 26
 - County Employees = 0
 - Vance Co. School Employees = 0
- ✚ Tyler Terry, Recreation and Parks Facilities Supervisor coordinated Aycock Recreation Center and area parks were closure to the public to prevent the spread of COVID-19. There was a total of 0 patron check-ins at Aycock Recreation Center for the month of June. (This excludes numbers for rentals, meetings, classes, aquatic events, and youth athletics.)
- ✚ Tyler Terry, Recreation and Parks Facilities Supervisor coordinated all rentals cancellations and refunds at renter’s request due to COVID-19 pandemic.

- ✚ Tyler Terry, Recreation and Parks Facilities Supervisor attended several webinars and online conferences concerning the supervision of recreation facilities, including:
 - Motivating Your Athletic Minded Students on June 5, 2020 at 2pm by North Carolina Recreation and Parks Association.
 - Engaging and Considering Our Entire Community on June 2, 2020 at 11am by North Carolina Recreation and Parks Association.
 - Programming in the Parks Bringing It Outside by North Carolina Recreation and Parks Association on June 23, 2020 at 11am.
 - Participated in Fostering Families Webinar & Meet the Authors on June 17, 2020 at 1:30pm by the National Summer Learning Association

YOUTH SERVICES

Community Service/Restitution

- ✚ There were no new admissions and no terminations during June. There are currently 5 youth enrolled. The goal is to serve 50. 18 have been served year to date.
- ✚ In order to adjust to COVID-19 operations, packets with activities to complete for community service hours credit were mailed, e-mailed and hand delivered. Weekly phone calls were made to check on the youths' progress.

Teen Court

- ✚ Jaleel Johnson, Youth Services Outreach Administrators has received no new admissions and 3 terminations during June. The goal is to serve 30 youth. 11 youth have been served year to date. Unit staff has contacted referring sources for possible referrals.
- ✚ Jaleel Johnson, Youth Services Outreach Administrators adjust to COVID-19 operations, packets with activities to complete for jury duty and sanction credit were mailed, e-mailed and delivered. Unit staff is making weekly calls, and will do another round of packet distribution.
- ✚ Candace Williams, Youth Services Outreach Specialist, has been making weekly phone calls to check on the youths' progress.

Project Youth Outreach

- ✚ Jaleel Johnson and Shantel Hargrove Youth Services Outreach Administrators adjusted to Project Youth Outreach program at all the schools was cancelled in March due to COVID-19 pandemic. However, in an effort to keep the youth engaged, packets with activities were mailed and e-mailed to each participant. The goal is to serve 70. 94 have been served year to date. Unit staff follows up each week to each participant.

Community Outreach

- ✚ Shantel Hargrove, Youth Services Outreach Administrators Community-Wide Advisory Committee was cancelled for June 2020 due to the COVID-19 pandemic.
- ✚ Jaleel Johnson and Shantel Hargrove, Youth Services Outreach Administrators assisted with overseeing and participated in the 2nd Non-Violent Peace Protest held on Sunday June 7, 2020 at 2:00pm at the Vance County Courthouse. The protest had approximately 75+ participants to attend.

Community involvement

- ✚ Shantel Hargrove and Jaleel Johnson, Youth Services Outreach Administrators, and Candace Williams, Youth Services Outreach Specialist, attended P.U.L.L Event Zoom meeting on June 5, 2020.
- ✚ Shantel Hargrove and Jaleel Johnson, Youth Services Outreach Administrators, and Candace Williams, Youth Services Outreach Specialist, attended wRec Boot Camp on June 11-12, 2020.
- ✚ Shantel Hargrove and Jaleel Johnson, Youth Services Outreach Administrators, and Candace Williams, Youth Services Outreach Specialist attended Recreation Advisory Committee Monthly Meeting on Thursday, June 11, 2020.
- ✚ Shantel Hargrove and Jaleel Johnson, Youth Services Outreach Administrators, presented for a grant proposal to United Way to receive funding for FY 20-21 on Tuesday, June 16, 2020.
- ✚ Shantel Hargrove and Jaleel Johnson, Youth Services Outreach Administrators, attended an array of webinars which including:
 - National Gang Center Webinar June 30, 2020 2-3:30pm
 - June Working On Wellness Meeting with Vance-Granville Health Department June 17, 2020 12:00pm
 - Catch Kids Training With Vance-Granville Health Department June 24,2020 9:30am
 - Summer and Fall Program Adjustment-NCRPA Virtual Round Table Discussion June 30, 2020 11:00am

AQUATICS

- ✚ Lauren Newlin, Aquatics Program Supervisor coordinated the swimming pool closure in March to the public due to the COVID-19 pandemic.
- ✚ Lauren Newlin, Aquatics Program Supervisor coordinated Aycock Aquatic Center/Swimming Pool closure to the public to prevent the spread of COVID-19. There was a total of 0 patron check-ins at Aycock Aquatic Center/Swimming Pool for the month

of June. (This excludes numbers for rentals, meetings, classes, aquatic events, and youth athletics.)

- ✚ Lauren Newlin, Aquatics Program Supervisor, received a grade of “A” on scheduled pool inspection by health department on Friday, May 29, 2020.
- ✚ Lauren Newlin, Aquatics Program Supervisor, attended a number of webinars relating to water safety and program best practices including:
 - North Carolina Parks and Recreation Association: Engaging and considering out entire community, Tuesday, June 2, 2020 from 11:00am-12:00pm; Operation guidelines for summer camps, Thursday, June 4, 2020 from 2:30pm-3:30pm; Summer camps and physically distanced activities, Tuesday June 9, 2020 from 11:00am-12:00pm.
 - National Intramural-Recreational Sports Association: Small Programs roundtable, Tuesday, June 2, 2020 from 4:00pm-5:00pm; Aquatics roundtable Wednesday, June 3, 2020 from 2:00pm-3:00pm; Motivating Athletic Students Friday, June 5, 2020 from 2:00pm-3:00pm; Students perspective, Tuesday, June 9, 2020 from 12:00pm-1:00pm.
 - National Drowning Prevention Association: Drowning Incident Case Study Wednesday, June 10, 2020 from 1:00pm-2:00pm.
- ✚ Lauren Newlin, Aquatics Program Supervisor, posted water safety tips on social media platforms, including:
 - Drowning Chain of Survival on Monday, June 1, 2020.
 - National Drowning Prevention Alliance, National CPR Week, Informational poster on Wednesday June 3, 2020.
 - Working on Wellness coalition, Wash your hands poster on Monday, June 8, 2020.
- ✚ Lauren Newlin, Aquatics Program Supervisor, and Tyler Terry, Recreation and Parks Facilities Supervisor, provided DIY craft bundles for Crafty Kids program. Bundles were priced at \$5 each and were available for pick up at Aycock Recreation Center.

FACILITIES

- ✚ Michael Crocker, Parks Maintenance Supervisor has been coordinating the construction of the dog park in the E.M. Rollins area. The elements that are completed are paving, stripping and several park elements have been installed. Completion date is still scheduled for mid-July 2020.
- ✚ Kendrick Vann, Recreation and Parks Director and Tara Goolsby, Recreation and Parks Program Superintendent, are still working with vendors to get an appropriate bid within budget for Fox Pond Park tennis courts. We have received quotes for paving from Tri Lakes and Briggs Paving. Courts will be paved, coated with acrylic, painted, and the backboard painted. Kendrick Vann, Recreation and Parks Director, will report back with contract winner and the start date.

ADMINISTRATION

- ✚ Kendrick Vann, Recreation and Parks Director, Tara Goolsby Recreation and Parks Program Superintendent, to prevent the spread of COVID-19 and practice social distancing, no part-time Recreation and Parks staff worked after March 16, 2020 was presented to departmental staff.
- ✚ Kendrick Vann, Recreation and Parks Director, Tara Goolsby Recreation and Parks Program Superintendent, presented to Full-time staff that we will be resuming regular work schedule on Monday June 15, 2020.
- ✚ All Henderson-Vance Recreation full-time staff participated in wREC Bootcamp on Thursday, June 11 and Friday, June 12, 2020. This bootcamp was a combination of staff development as well a city/county/departmental policies and procedures that need to be researched, updated and presented to departmental staff by the prospective representative of each topic/area.
- ✚ Kendrick Vann, Recreation and Parks Director, Tara Goolsby Recreation and Parks Program Superintendent, and Toshia Somerville, Administrative Support Specialist developed Performance Standards and Career Development Plans for each position in the Recreation & Parks Department.
- ✚ Kendrick Vann, Recreation and Parks Director, Tara Goolsby Recreation and Parks Program Superintendent, and Toshia Somerville, Administrative Support Specialist held and implemented in Performance Standards and Career Development plans meetings with all full-time staff during the week of June 22, 2020 through June 30, 2020.

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VANCE COUNTY
 TAX COLLECTIONS REPORT ALL RGCDs BY UNIT/YEAR
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CURR TAX YEAR: 2019

REVENUE UNIT: 00 VANCE COUNTY

YEAR	BEGINNING LEVY	ADDITIONS TO LEVY MTD	ADDITIONS YTD	DISCOUNTS AND RELEASES TO LEVY MTD	DISCOUNTS AND RELEASES YTD	ADJUSTED LEVY	COLLECTED MTD	COLLECTED YTD	ENDING BALANCE
2019	20,933,273.25	320.71	1,182,557.43	1,772.63	100,853.76	22,014,976.92	123,772.25	21,092,821.26	922,155.66
2018	724,569.80	166.61	2,901.96	216.98	5,976.40	721,495.36	30,096.16	425,028.54	296,466.82
2017	262,685.36	141.73	1,272.14	216.98	2,408.06	261,549.44	3,728.06	84,833.70	176,715.74
2016	182,566.53		674.65		2,372.88	180,868.30	285.60	35,623.78	145,244.52
2015	69,346.00		1,102.98		1,126.18	69,322.80	3,305.02	16,880.14	52,442.66
2014	55,260.45		106.92		106.92	55,260.45	2,731.44	9,860.55	45,399.90
2013	69,649.76				33.06	69,616.70	1,784.92	3,827.76	65,788.94
2012	58,125.10					58,125.10	1,024.81	3,143.47	54,981.63
2011	51,455.36					51,455.36	134.67	1,784.25	49,671.11
2010	38,370.30					38,370.30	194.81	1,369.38	37,000.92
2009	39,367.24				56.49	39,310.75	49.97	700.95	38,609.80
2008	37,706.76				58.81	37,647.95	79.16	1,012.54	36,635.41
2007	39,350.40				61.46	39,288.94		152.11	39,136.83
2006	40,633.47					40,633.47	25.92	147.27	40,486.20
2005	42,410.06					42,410.06	14.54	198.91	42,211.15
2004	937.40					937.40			937.40
2003	2,118.95					2,118.95			2,118.95
2002	390.90					390.90			390.90
2001	1,151.55					1,151.55			1,151.55
2000	724.23					724.23			724.23
TOTAL	22,650,092.87	629.05	1,188,616.08	2,206.59	113,054.02	23,725,654.93	167,227.33	21,677,384.61	2,048,270.32
CURRENT INTEREST & COLLECTORS FEES							11,462.58	61,520.81	
PRIOR INTEREST & COLLECTORS FEES							9,511.51	110,237.33	
TOTAL INTEREST & COLLECTORS FEES							20,974.09	171,758.14	

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CURR TAX YEAR: 2019

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REVENUE UNIT: 00 VANCE COUNTY

YEAR	BEGINNING LEVY	ADDITIONS TO LEVY MTD	ADDITIONS YTD	DISCOUNTS AND RELEASES TO LEVY MTD	DISCOUNTS AND RELEASES YTD	ADJUSTED LEVY	COLLECTED MTD	COLLECTED YTD	ENDING BALANCE
TOTAL PRIOR YEARS TAXES							43,455.08	584,563.35	
TOTAL TAXES & INTEREST & COLLECTORS FEES							188,201.42	21,849,142.75	
DISCOVERIES TAXES & INTEREST									
NET							188,201.42	21,849,142.75	
CURRENT YEAR PERCENTAGE		95.81							

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VANCE COUNTY
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CURR TAX YEAR: 2019

REVENUE UNIT: 12 FIRE DISTRICT

YEAR	BEGINNING LEVY	ADDITIONS TO LEVY MTD	ADDITIONS YTD	DISCOUNTS AND RELEASES TO LEVY MTD	DISCOUNTS AND RELEASES YTD	ADJUSTED LEVY	COLLECTED MTD	COLLECTED YTD	ENDING BALANCE
2019	1,399,672.58	32.07	71,224.37	177.27	5,796.27	1,465,100.68	9,092.46	1,410,109.31	54,991.37
2018	33,428.47	11.98	159.61	15.60	387.50	33,200.58	1,502.96	20,032.03	13,168.55
2017	10,625.32	7.01	34.70	10.73	90.85	10,569.17	119.44	3,126.09	7,443.08
2016	7,626.29		5.15		46.04	7,585.40	11.64	1,170.84	6,414.56
2015	1,726.62		5.40		6.58	1,725.44	21.63	498.77	1,226.67
2014	1,010.80		5.40		5.40	1,010.80	5.71	134.75	876.05
2013	1,768.08				1.69	1,766.39	56.11	96.88	1,669.51
2012	1,646.52					1,646.52	51.04	104.40	1,542.12
2011	1,035.16					1,035.16	2.33	26.20	1,008.96
2010	924.43					924.43	2.97	15.34	909.09
2009	969.89				1.41	968.48		7.19	961.29
2008	760.37				1.74	758.63		10.57	748.06
2007	792.89				2.00	790.89		.52	790.37
2006	778.99					778.99	.84	.84	778.15
2005	882.97					882.97		6.01	876.96
2004	32.76					32.76			32.76
2003	70.78					70.78			70.78
2002									
2001									
TOTAL	1,463,752.92	51.06	71,434.63	203.60	6,339.48	1,528,848.07	10,867.13	1,435,339.74	93,508.33
CURRENT INTEREST & COLLECTORS FEES							517.58	3,526.20	
PRIOR INTEREST & COLLECTORS FEES							342.46	3,538.99	
TOTAL INTEREST & COLLECTORS FEES							860.04	7,065.19	
TOTAL PRIOR YEARS TAXES							1,774.67	25,230.43	

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CURR TAX YEAR: 2019

REVENUE UNIT: 12 FIRE DISTRICT

YEAR	BEGINNING LEVY	ADDITIONS TO LEVY MTD	ADDITIONS YTD	DISCOUNTS AND RELEASES TO LEVY MTD	DISCOUNTS AND RELEASES YTD	ADJUSTED LEVY	COLLECTED MTD	COLLECTED YTD	ENDING BALANCE
TOTAL TAXES & INTEREST & COLLECTORS FEES							11,727.17	1,442,404.93	
DISCOVERIES TAXES & INTEREST									
NET							11,727.17	1,442,404.93	
CURRENT YEAR PERCENTAGE		96.24							

VANCE COUNTY
 LEVY COLLECTED REPORT
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REVENUE UNIT/YEAR

YEAR	REVENUE UNIT CHARGE TYPE	(A) LEVY ORIG/DISC	DISC BILLS INCL IN (A)	(B) LEVY PAID/DSCNTS	DISCOUNTS INCL IN (B)	(C) NET ABATEMENTS	B+C/A COLL %	LEVY OUTSTANDING
2000 00	VANCE COUNTY TAXES	122,344.23		100,195.16		21,524.95		624.12
	A ASSESSMENT	27,900.00		17,234.52		10,665.48		
	L LATE LISTING	86.71		6.59		80.12		
	* YEAR TOTAL	150,330.94		117,436.27		32,270.55	99.59	624.12
2001 00	VANCE COUNTY TAXES	199,122.20		130,725.70		67,251.26		1,145.24
	A ASSESSMENT	37,026.89		23,726.14		13,300.75		
	L LATE LISTING	165.27		136.13		29.14		
	* YEAR TOTAL	236,314.36		154,587.97		80,581.15	99.52	1,145.24
2002 00	VANCE COUNTY TAXES	240,406.36		203,439.02		36,576.44		390.90
	A ASSESSMENT	46,875.00		35,174.85		11,700.15		
	L LATE LISTING	2,745.38		1,370.39		1,374.99		
	* YEAR TOTAL	290,026.74		239,984.26		49,651.58	99.87	390.90
2003 00	VANCE COUNTY TAXES	289,381.07		261,875.11		25,427.06		2,078.90
	A ASSESSMENT	60,244.20		49,900.92		10,268.28		75.00
	L LATE LISTING	2,607.42		1,566.00		1,001.37		40.05
	* YEAR TOTAL	352,232.69		313,342.03		36,696.71	99.38	2,193.95
2004 00	VANCE COUNTY TAXES	379,828.78	901.28	355,996.75		22,931.48		900.55
	A ASSESSMENT	71,100.00		62,517.42		8,507.58		75.00
	L LATE LISTING	1,352.83		1,005.40		310.58		36.85
	* YEAR TOTAL	452,281.61	901.28	419,519.57		31,749.64	99.78	1,012.40
2005 00	VANCE COUNTY TAXES	617,234.18		591,096.97		13,330.35		12,806.86
	A ASSESSMENT	127,695.00		117,151.63		3,497.00		7,046.37
	L LATE LISTING	1,996.39		1,558.42		34.31		403.66
	* YEAR TOTAL	746,925.57		709,807.02		16,861.66	97.29	20,256.89
2006 00	VANCE COUNTY TAXES	4,705,597.14	11,816.19	4,680,725.61		13,640.05		11,231.48
	A ASSESSMENT	647,352.04		634,518.26		4,069.81		8,763.97
	L LATE LISTING	5,123.65		4,500.50		130.22		492.93
	* YEAR TOTAL	5,358,072.83	11,816.19	5,319,744.37		17,840.08	99.62	20,488.38
2007 00	VANCE COUNTY TAXES	16,516,588.68	21,869.50	16,486,476.01		17,655.64		12,457.03

VANCE COUNTY
 LEVY COLLECTED REPORT
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REVENUE UNIT/YEAR

YEAR	REVENUE UNIT CHARGE TYPE	(A) LEVY ORIG/DISC	DISC BILLS INCL IN (A)	(B) LEVY PAID/DSCNTS	DISCOUNTS INCL IN (B)	(C) NET ABATEMENTS	B+C/A COLL %	LEVY OUTSTANDING
	A ASSESSMENT	1,780,913.04		1,768,296.28				
	L LATE LISTING	7,783.59		7,496.01		6,057.94		6,558.82
	* YEAR TOTAL	18,305,285.31	21,869.50	18,262,268.30		44.63		242.95
2008 00	VANCE COUNTY TAXES					23,758.21	99.90	19,258.80
	A ASSESSMENT	18,501,368.11	36,640.61	18,463,088.73		24,959.03		13,320.35
	L LATE LISTING	1,934,885.01		1,916,960.35		8,405.69		9,518.97
	* YEAR TOTAL	7,805.78		7,233.61		121.65		450.52
2009 00	VANCE COUNTY TAXES					33,486.37	99.89	23,289.84
	A ASSESSMENT	18,208,394.81	3,665.66	18,164,209.29		30,498.52		13,687.00
	L LATE LISTING	1,934,672.50		1,914,253.09		11,169.50		9,249.91
	* YEAR TOTAL	10,545.82		10,085.26		85.69		374.87
2010 00	VANCE COUNTY TAXES					41,753.71	99.89	23,311.78
	A ASSESSMENT	18,236,686.34	7,148.78	18,166,423.78		56,235.26		14,027.30
	L LATE LISTING	1,959,510.00		1,927,389.00		21,425.00		10,696.00
	* YEAR TOTAL	20,586.48		14,842.88		5,343.32		400.28
2011 00	VANCE COUNTY TAXES					83,003.58	99.88	25,123.58
	A ASSESSMENT	18,773,059.43	238,861.19	18,441,472.30		308,211.22		23,375.91
	L LATE LISTING	2,029,845.00	15,210.00	1,965,129.97		51,531.77		13,183.26
	* YEAR TOTAL	64,093.56	52,876.14	42,436.46		19,250.90		2,406.20
2012 00	VANCE COUNTY TAXES					378,993.89	99.82	38,965.37
	A ASSESSMENT	19,656,450.38	424,167.90	19,222,523.87		408,678.97		25,247.54
	L LATE LISTING	2,046,087.50	27,357.50	1,969,469.65		58,044.08		18,573.77
	* YEAR TOTAL	82,972.04	64,306.93	53,198.40		27,593.62		2,180.02
2013 00	VANCE COUNTY TAXES					494,316.67	99.79	46,001.33
	A ASSESSMENT	19,746,595.08	164,244.68	19,436,451.94		271,792.58		38,350.56
	L LATE LISTING	2,036,960.00	8,885.00	1,968,309.76		49,220.32		19,429.92
	* YEAR TOTAL	42,307.82	19,399.94	34,224.90		3,791.11		4,291.81
2014 00	VANCE COUNTY TAXES					324,804.01	99.72	62,072.29
	A ASSESSMENT	19,826,172.17	170,007.09	19,615,790.25		171,729.08		38,652.84
	L LATE LISTING	2,000,300.00	22,100.00	1,958,349.33		31,167.50		10,783.17
	* YEAR TOTAL	37,614.91	19,555.75	24,209.27		6,932.36		6,473.28

VANCE COUNTY
 LEVY COLLECTED REPORT
 AS OF RUN DATE

REVENUE UNIT/YEAR

YEAR	REVENUE UNIT CHARGE TYPE	(A) LEVY ORIG/DISC	DISC BILLS INCL IN (A)	(B) LEVY PAID/DSCNTS	DISCOUNTS INCL IN (B)	(C) NET ABATEMENTS	B+C/A COLL %	LEVY OUTSTANDING
*	YEAR TOTAL	21,864,087.08	211,662.84	21,598,348.85		209,828.94	99.75	55,909.29
2015 00	VANCE COUNTY TAXES	20,460,290.21	920,421.25	19,775,192.11		633,733.27		51,364.83
A	ASSESSMENT	1,957,485.00	18,345.00	1,933,861.25		12,595.00		11,008.75
L	LATE LISTING	109,092.95	101,049.00	25,559.04		82,488.30		1,045.61
*	YEAR TOTAL	22,526,868.16	1,039,815.25	21,734,632.40		728,816.57	99.72	63,419.19
2016 00	VANCE COUNTY TAXES	20,199,939.22	322,317.42	19,838,769.81		218,022.76		143,146.65
A	ASSESSMENT	2,062,720.00	58,795.00	1,999,337.82		26,562.50		36,819.68
L	LATE LISTING	49,532.87	42,771.38	37,918.98		9,516.02		2,097.87
*	YEAR TOTAL	22,312,192.09	423,883.80	21,876,026.61		254,101.28	99.19	182,064.20
2017 00	VANCE COUNTY TAXES	20,528,473.74	180,311.12	20,266,158.02		105,447.80		156,867.92
A	ASSESSMENT	2,037,630.00	3,570.00	1,979,364.34		12,390.00		45,875.66
L	LATE LISTING	34,560.52	10,937.23	23,977.74		662.38		9,920.40
*	YEAR TOTAL	22,600,664.26	194,818.35	22,269,500.10		118,500.18	99.06	212,663.98
2018 00	VANCE COUNTY TAXES	20,990,546.58	124,350.57	20,621,511.95		116,091.26		252,943.37
A	ASSESSMENT	2,171,323.00	4,011.00	2,088,430.12		7,280.00		75,612.88
L	LATE LISTING	26,266.24	6,802.35	19,892.98		1,394.20		4,979.06
*	YEAR TOTAL	23,188,135.82	135,163.92	22,729,835.05		124,765.46	98.57	333,535.31
2019 00	VANCE COUNTY TAXES	21,052,851.47	140,132.29	20,201,669.20		40,916.92		810,265.35
A	ASSESSMENT	2,166,325.00	3,717.00	1,977,600.90		4,228.00		184,496.10
L	LATE LISTING	34,379.46	13,825.39	20,316.12		3,521.05		10,542.29
*	YEAR TOTAL	23,253,555.93	157,674.68	22,199,586.22		48,665.97	95.68	1,005,303.74
2020 00	VANCE COUNTY TAXES	21,931.53	21,931.53	16,179.95		2,966.67		2,784.91
A	ASSESSMENT	105.00	105.00	105.00				
L	LATE LISTING	557.98	557.98	225.50				332.48
*	YEAR TOTAL	22,594.51	22,594.51	16,510.45		2,966.67	86.21	3,117.39
**	REV UNT TOT	286,952,393.56	3,282,964.65	281,678,832.71		3,133,412.88	99.26	2,140,147.97

VANCE COUNTY
 LEVY COLLECTED REPORT
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REVENUE UNIT/YEAR

YEAR	REVENUE UNIT CHARGE TYPE	(A) LEVY ORIG/DISC	DISC BILLS INCL IN (A)	(B) LEVY PAID/DSCNTS	DISCOUNTS INCL IN (B)	(C) NET ABATEMENTS	B+C/A COLL %	LEVY OUTSTANDING
2002	12 FIRE DISTRICT TAXES	4,124.55		3,317.20		807.35		
	* YEAR TOTAL	4,124.55		3,317.20		807.35	100.00	
2003	12 FIRE DISTRICT TAXES	6,729.53		6,055.16		603.59		70.78
	* YEAR TOTAL	6,729.53		6,055.16		603.59	98.95	70.78
2004	12 FIRE DISTRICT TAXES	8,740.21	28.59	8,189.80		517.65		32.76
	* YEAR TOTAL	8,740.21	28.59	8,189.80		517.65	99.63	32.76
2005	12 FIRE DISTRICT TAXES	13,511.98		12,974.52		231.57		305.89
	L LATE LISTING			.20		.20-		
	* YEAR TOTAL	13,511.98		12,974.72		231.37	97.74	305.89
2006	12 FIRE DISTRICT TAXES	89,836.07	404.13	89,342.14		228.57		265.36
	* YEAR TOTAL	89,836.07	404.13	89,342.14		228.57	99.71	265.36
2007	12 FIRE DISTRICT TAXES	342,310.78	723.66	341,757.63		277.00		276.15
	* YEAR TOTAL	342,310.78	723.66	341,757.63		277.00	99.92	276.15
2008	12 FIRE DISTRICT TAXES	397,167.68	1,220.07	396,400.91		452.66		314.11
	L LATE LISTING			.21		.21-		
	* YEAR TOTAL	397,167.68	1,220.07	396,401.12		452.45	99.93	314.11
2009	12 FIRE DISTRICT TAXES	403,358.41	120.39	402,491.85		517.06		349.50
	L LATE LISTING			1.26		1.58-		.32
	* YEAR TOTAL	403,358.41	120.39	402,493.11		515.48	99.92	349.82
2010	12 FIRE DISTRICT TAXES	402,067.02	235.37	400,820.49		866.57		379.96
	L LATE LISTING			1.98		2.30-		.32
	* YEAR TOTAL	402,067.02	235.37	400,822.47		864.27	99.91	380.28
2011	12 FIRE DISTRICT TAXES	413,720.18	4,886.84	406,845.36		6,416.14		458.68

VANCE COUNTY
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REVENUE UNIT/YEAR

YEAR	REVENUE UNIT CHARGE TYPE	(A) LEVY ORIG/DISC	DISC BILLS INCL IN (A)	(B) LEVY PAID/DSCNTS	DISCOUNTS INCL IN (B)	(C) NET ABATEMENTS	B+C/A COLL %	LEVY OUTSTANDING
	L LATE LISTING	1,123.56	859.87	681.03				
	* YEAR TOTAL	414,843.74	5,746.71	407,526.39		418.56		23.97
2012	12 FIRE DISTRICT TAXES	666,994.21	7,263.01	634,576.43		6,834.70	99.89	482.65
	L LATE LISTING	1,961.06	1,180.07	1,503.55		31,725.71		692.07
	* YEAR TOTAL	668,955.27	8,443.08	636,079.98		418.85		38.66
2013	12 FIRE DISTRICT TAXES	655,653.87	4,628.49	648,469.17		32,144.56	99.90	730.73
	L LATE LISTING	1,340.28	323.26	1,164.58		6,322.98		861.72
	* YEAR TOTAL	656,994.15	4,951.75	649,633.75		138.95		36.75
2014	12 FIRE DISTRICT TAXES	649,950.65	5,833.35	644,352.90		6,461.93	99.87	898.47
	L LATE LISTING	1,199.80	420.65	921.19		4,813.50		784.25
	* YEAR TOTAL	651,150.45	6,254.00	645,274.09		195.99		82.62
2015	12 FIRE DISTRICT TAXES	647,489.28	7,381.65	640,204.29		5,009.49	99.87	866.87
	L LATE LISTING	1,625.22	1,352.19	437.55		6,092.65		1,192.34
	* YEAR TOTAL	649,114.50	8,733.84	640,641.84		1,154.97		32.70
2016	12 FIRE DISTRICT TAXES	658,488.95	10,245.97	641,289.87		7,247.62	99.82	1,225.04
	L LATE LISTING	849.94	630.98	383.40		10,830.33		6,368.75
	* YEAR TOTAL	659,338.89	10,876.95	641,673.27		420.73		45.81
2017	12 FIRE DISTRICT TAXES	671,651.68	8,549.96	662,663.01		11,251.06	99.03	6,414.56
	L LATE LISTING	1,472.02	481.92	988.25		2,354.86		6,633.81
	* YEAR TOTAL	673,123.70	9,031.88	663,651.26		26.99		456.78
2018	12 FIRE DISTRICT TAXES	1,008,071.62	6,484.71	994,301.65		2,381.85	98.95	7,090.59
	L LATE LISTING	1,484.04	270.97	1,151.26		2,387.08		11,382.89
	* YEAR TOTAL	1,009,555.66	6,755.68	995,452.91		70.57		262.21
2019	12 FIRE DISTRICT TAXES	1,404,001.56	5,860.36	1,351,321.10		2,457.65	98.85	11,645.10
	L LATE LISTING	1,879.61	348.23	1,193.11		1,884.00		50,796.46
	* YEAR TOTAL	1,405,881.17	6,208.59	1,352,514.21		152.99		533.51
						2,036.99	96.35	51,329.97

DATE 5/29/20 100 REAL AND LISTED PERSONAL
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YEAR	REVENUE UNIT CHARGE TYPE	(A) LEVY ORIG/DISC	DISC BILLS INCL IN (A)	(B) LEVY PAID/DSCNTS	DISCOUNTS INCL IN (B)	(C) NET ABATEMENTS	B+C/A COLL %	LEVY OUTSTANDING
2020 12	FIRE DISTRICT TAXES	1,572.47	1,572.47	1,141.84				222.91
	L LATE LISTING	42.49	42.49	16.61		207.72		25.88
*	YEAR TOTAL	1,614.96	1,614.96	1,158.45		207.72	84.60	248.79
**	REV UNT TOT	8,458,418.72	71,349.65	8,294,959.50		80,531.30	99.02	82,927.92
***	GROUP TOTAL	364,775,449.08	4,680,846.79	357,932,844.15		4,136,682.51	99.26	2,705,922.42

DATE 5/29/20 125 GAP VEHICLE BILLING
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YEAR	REVENUE UNIT CHARGE TYPE	(A) LEVY ORIG/DISC	DISC BILLS INCL IN (A)	(B) LEVY PAID/DSCNTS	DISCOUNTS INCL IN (B)	(C) NET ABATEMENTS	B+C/A COLL %	LEVY OUTSTANDING
2017 00	VANCE COUNTY TAXES	22,989.27		8,730.16		4,331.69		9,927.42
*	YEAR TOTAL	22,989.27		8,730.16		4,331.69	56.82	9,927.42
2018 00	VANCE COUNTY TAXES	66,330.10	66,330.10	21,545.47		6,240.24		38,544.39
*	YEAR TOTAL	66,330.10	66,330.10	21,545.47		6,240.24	41.90	38,544.39
2019 00	VANCE COUNTY TAXES	90,160.12	90,160.12	22,792.64		6,603.59		60,763.89
*	YEAR TOTAL	90,160.12	90,160.12	22,792.64		6,603.59	32.61	60,763.89
2020 00	VANCE COUNTY TAXES	29,463.00	29,463.00	2,746.63		17.94		26,698.43
*	YEAR TOTAL	29,463.00	29,463.00	2,746.63		17.94	9.39	26,698.43
**	REV UNT TOT	208,942.49	185,953.22	55,814.90		17,193.46	34.95	135,934.13

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YEAR	REVENUE UNIT CHARGE TYPE	(A) LEVY ORIG/DISC	DISC BILLS INCL IN (A)	(B) LEVY PAID/DSCNTS	DISCOUNTS INCL IN (B)	(C) NET ABATEMENTS	B+C/A COLL %	LEVY OUTSTANDING
2017 12	FIRE DISTRICT TAXES	840.29		341.64		146.16		352.49
*	YEAR TOTAL	840.29		341.64		146.16	58.06	352.49
2018 12	FIRE DISTRICT TAXES	2,770.77	2,770.77	929.78		317.54		1,523.45
*	YEAR TOTAL	2,770.77	2,770.77	929.78		317.54	45.02	1,523.45
2019 12	FIRE DISTRICT TAXES	5,467.24	5,467.24	1,468.43		337.41		3,661.40
*	YEAR TOTAL	5,467.24	5,467.24	1,468.43		337.41	33.04	3,661.40
2020 12	FIRE DISTRICT TAXES	2,152.49	2,152.49	229.93				1,922.56
*	YEAR TOTAL	2,152.49	2,152.49	229.93			10.69	1,922.56
**	REV UNT TOT	11,230.79	10,390.50	2,969.78		801.11	33.58	7,459.90
***	GROUP TOTAL	276,343.17	246,311.60	71,430.70		22,800.45	34.10	182,112.02

VANCE COUNTY
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REVENUE UNIT/YEAR

YEAR	REVENUE UNIT CHARGE TYPE	(A) LEVY ORIG/DISC	DISC BILLS INCL IN (A)	(B) LEVY PAID/DSCNTS	DISCOUNTS INCL IN (B)	(C) NET ABATEMENTS	B+C/A COLL %	LEVY OUTSTANDING
2003 00	VANCE COUNTY TAXES	77.41		74.57		2.84		
*	YEAR TOTAL	77.41		74.57		2.84	100.00	
2006 00	VANCE COUNTY TAXES	354,990.15		354,990.15				
*	YEAR TOTAL	354,990.15		354,990.15			100.00	
2007 00	VANCE COUNTY TAXES	559,394.08		559,394.08				
L	LATE LISTING	12.67		12.67				
*	YEAR TOTAL	559,406.75		559,406.75			100.00	
2008 00	VANCE COUNTY TAXES	641,262.39		641,262.39				
*	YEAR TOTAL	641,262.39		641,262.39			100.00	
2009 00	VANCE COUNTY TAXES	622,975.47		622,975.47				
L	LATE LISTING	24.24		24.24				
*	YEAR TOTAL	622,999.71		622,999.71			100.00	
2010 00	VANCE COUNTY TAXES	605,674.17		605,674.17				
*	YEAR TOTAL	605,674.17		605,674.17			100.00	
2011 00	VANCE COUNTY TAXES	609,356.48		609,356.48				
*	YEAR TOTAL	609,356.48		609,356.48			100.00	
2012 00	VANCE COUNTY TAXES	607,921.29		607,921.29				
*	YEAR TOTAL	607,921.29		607,921.29			100.00	
2013 00	VANCE COUNTY TAXES	608,310.46		608,310.46				
*	YEAR TOTAL	608,310.46		608,310.46			100.00	
2014 00	VANCE COUNTY TAXES	609,191.68		609,191.68				
*	YEAR TOTAL	609,191.68		609,191.68			100.00	

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REVENUE UNIT/YEAR

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YEAR	REVENUE UNIT CHARGE TYPE	(A) LEVY ORIG/DISC	DISC BILLS INCL IN (A)	(B) LEVY PAID/DSCNTS	DISCOUNTS INCL IN (B)	(C) NET ABATEMENTS	B+C/A COLL %	LEVY OUTSTANDING
2015 00	VANCE COUNTY TAXES	688,091.16	24.26	688,076.32				
*	YEAR TOTAL	688,091.16	24.26	688,076.32		1.58	100.00	13.26
2016 00	VANCE COUNTY TAXES	779,311.38		779,311.38				
*	YEAR TOTAL	779,311.38		779,311.38			100.00	
2017 00	VANCE COUNTY TAXES	784,322.66		784,322.66				
L	LATE LISTING			60.52				
*	YEAR TOTAL	784,322.66		784,383.18		60.52-	100.00	
2018 00	VANCE COUNTY TAXES	802,318.43		802,318.43				
*	YEAR TOTAL	802,318.43		802,318.43			100.00	
2019 00	VANCE COUNTY TAXES	888,627.43		848,043.30				
*	YEAR TOTAL	888,627.43		848,043.30			95.44	40,584.13
**	REV UNIT TOT	9,161,861.55	24.26	9,121,320.26		56.10-	99.56	40,597.39

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REVENUE UNIT/YEAR

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YEAR	REVENUE UNIT CHARGE TYPE	(A) LEVY ORIG/DISC	DISC BILLS INCL IN (A)	(B) LEVY PAID/DSCNTS	DISCOUNTS INCL IN (B)	(C) NET B+C/A ABATEMENTS COLL %	LEVY OUTSTANDING
2006 12	FIRE DISTRICT TAXES	7,269.34		7,269.34			
*	YEAR TOTAL	7,269.34		7,269.34		100.00	
2007 12	FIRE DISTRICT TAXES	9,800.62		9,800.62			
*	YEAR TOTAL	9,800.62		9,800.62		100.00	
2008 12	FIRE DISTRICT TAXES	10,987.24		10,987.24			
*	YEAR TOTAL	10,987.24		10,987.24		100.00	
2009 12	FIRE DISTRICT TAXES	10,969.95		10,969.95			
*	YEAR TOTAL	10,969.95		10,969.95		100.00	
2010 12	FIRE DISTRICT TAXES	10,818.60		10,818.60			
*	YEAR TOTAL	10,818.60		10,818.60		100.00	
2011 12	FIRE DISTRICT TAXES	11,212.98		11,212.98			
*	YEAR TOTAL	11,212.98		11,212.98		100.00	
2012 12	FIRE DISTRICT TAXES	17,464.01		17,464.01			
*	YEAR TOTAL	17,464.01		17,464.01		100.00	
2013 12	FIRE DISTRICT TAXES	17,835.77		17,835.77			
*	YEAR TOTAL	17,835.77		17,835.77		100.00	
2014 12	FIRE DISTRICT TAXES	18,076.29		18,076.29			
*	YEAR TOTAL	18,076.29		18,076.29		100.00	
2015 12	FIRE DISTRICT TAXES	21,895.14	1.06	21,894.47			
*	YEAR TOTAL	21,895.14	1.06	21,894.47		100.00	.67
2016 12	FIRE DISTRICT TAXES						

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YEAR	REVENUE UNIT CHARGE TYPE	(A) LEVY ORIG/DISC	DISC BILLS INCL IN (A)	(B) LEVY PAID/DSCNTS	DISCOUNTS INCL IN (B)	(C) NET ABATEMENTS	B+C/A COLL %	LEVY OUTSTANDING
	TAXES	24,653.10		24,653.10				
*	YEAR TOTAL	24,653.10		24,653.10				
2017 12	FIRE DISTRICT TAXES	24,951.20		24,951.20			100.00	
L	LATE LISTING			.75				
*	YEAR TOTAL	24,951.20		24,951.95			.75-	
2018 12	FIRE DISTRICT TAXES	37,572.73		37,572.73			.75-100.00	
*	YEAR TOTAL	37,572.73		37,572.73				
2019 12	FIRE DISTRICT TAXES	56,126.67		56,126.67			100.00	
*	YEAR TOTAL	56,126.67		56,126.67			100.00	
**	REV UNT TOT	279,633.64	1.06	279,633.72			.75-100.00	.67
***	GROUP TOTAL	12,337,542.14	28.33	12,264,575.34			98.57- 99.41	73,065.37

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REVENUE UNIT/YEAR

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YEAR	REVENUE UNIT CHARGE TYPE	(A) LEVY ORIG/DISC	DISC BILLS INCL IN (A)	(B) LEVY PAID/DSCNTS	DISCOUNTS INCL IN (B)	(C) NET ABATEMENTS	B+C/A COLL %	LEVY OUTSTANDING
2000 00	VANCE COUNTY TAXES	51,147.03		15,739.14		35,307.78		100.11
*	YEAR TOTAL	51,147.03		15,739.14		35,307.78	99.81	100.11
2001 00	VANCE COUNTY TAXES	61,032.85		19,463.85		41,562.69		6.31
*	YEAR TOTAL	61,032.85		19,463.85		41,562.69	99.99	6.31
2002 00	VANCE COUNTY TAXES	64,790.81		28,623.03		36,167.78		
*	YEAR TOTAL	64,790.81		28,623.03		36,167.78	100.00	
2003 00	VANCE COUNTY TAXES	65,201.36		33,554.98		31,646.38		
*	YEAR TOTAL	65,201.36		33,554.98		31,646.38	100.00	
2004 00	VANCE COUNTY TAXES	79,393.27		49,371.22		30,022.05		
*	YEAR TOTAL	79,393.27		49,371.22		30,022.05	100.00	
2005 00	VANCE COUNTY TAXES	232,362.23		203,321.53		40.07		29,000.63
*	YEAR TOTAL	232,362.23		203,321.53		40.07	87.52	29,000.63
2006 00	VANCE COUNTY TAXES	1,709,684.20		1,680,657.99		264.42		28,761.79
L	LATE LISTING	.30-		.30-				
*	YEAR TOTAL	1,709,683.90		1,680,657.69		264.42	98.32	28,761.79
2007 00	VANCE COUNTY TAXES	2,672,490.30		2,644,503.39		1,550.06		26,436.85
*	YEAR TOTAL	2,672,490.30		2,644,503.39		1,550.06	99.02	26,436.85
2008 00	VANCE COUNTY TAXES	2,377,859.90		2,354,371.85		623.51		22,864.54
L	LATE LISTING	.03-		.03-				
*	YEAR TOTAL	2,377,859.87		2,354,371.82		623.51	99.04	22,864.54
2009 00	VANCE COUNTY TAXES	2,026,433.15		1,999,857.28		1,922.37		24,653.50
L	LATE LISTING	.02-		.02-				
*	YEAR TOTAL	2,026,433.13		1,999,857.26		1,922.37	98.79	24,653.50

DATE 5/29/20 200 REGISTERED VEHICLE
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 USER VNPORCHA

VANCE COUNTY
 LEVY COLLECTED REPORT
 AS OF RUN DATE

REVENUE UNIT/YEAR

PAGE 29
 PROG# CL2237

YEAR	REVENUE UNIT CHARGE TYPE	(A) LEVY ORIG/DISC	DISC BILLS INCL IN (A)	(B) LEVY PAID/DSCNTS	DISCOUNTS INCL IN (B)	(C) NET ABATEMENTS	B+C/A COLL %	LEVY OUTSTANDING
2010 00	VANCE COUNTY TAXES	1,794,422.05	3,658.97	1,744,715.95		27,132.76		22,573.34
*	YEAR TOTAL	1,794,422.05	3,658.97	1,744,715.95		27,132.76	98.75	22,573.34
2011 00	VANCE COUNTY TAXES	2,231,343.97	11,437.28	2,158,113.61		49,341.36		23,889.00
*	YEAR TOTAL	2,231,343.97	11,437.28	2,158,113.61		49,341.36	98.93	23,889.00
2012 00	VANCE COUNTY TAXES	2,154,248.50	5,477.76	2,071,447.31		55,247.12		27,554.07
*	YEAR TOTAL	2,154,248.50	5,477.76	2,071,447.31		55,247.12	98.73	27,554.07
2013 00	VANCE COUNTY TAXES	1,319,211.80	5,342.72	1,266,110.42		29,954.81		23,146.57
*	YEAR TOTAL	1,319,211.80	5,342.72	1,266,110.42		29,954.81	98.25	23,146.57
2014 00	VANCE COUNTY TAXES	3,592.87	879.64	3,235.24		83.85		273.78
*	YEAR TOTAL	3,592.87	879.64	3,235.24		83.85	92.38	273.78
2015 00	VANCE COUNTY TAXES	310.14	310.14	291.18				18.96
*	YEAR TOTAL	310.14	310.14	291.18			93.89	18.96
**	REV UNT TOT	16,843,524.08	27,106.51	16,273,377.62		340,867.01	98.64	229,279.45

DATE 5/29/20 200 REGISTERED VEHICLE
 TIME 17:15:44 REVENUE UNIT: ALL
 USER VNPORCHA

VANCE COUNTY
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 AS OF RUN DATE

REVENUE UNIT/YEAR

PAGE 36
 PROG# CL2237

YEAR	REVENUE UNIT CHARGE TYPE	(A) LEVY ORIG/DISC	DISC BILLS INCL IN (A)	(B) LEVY PAID/DSCNTS	DISCOUNTS INCL IN (B)	(C) NET ABATEMENTS	B+C/A COLL %	LEVY OUTSTANDING
2002	12 FIRE DISTRICT TAXES	727.43		385.85		341.58		
	* YEAR TOTAL	727.43		385.85		341.58	100.00	
2003	12 FIRE DISTRICT TAXES	1,378.08		786.42		591.66		
	* YEAR TOTAL	1,378.08		786.42		591.66	100.00	
2004	12 FIRE DISTRICT TAXES	1,770.44		1,170.00		600.44		
	* YEAR TOTAL	1,770.44		1,170.00		600.44	100.00	
2005	12 FIRE DISTRICT TAXES	5,276.33		4,703.94		1.32		571.07
	* YEAR TOTAL	5,276.33		4,703.94		1.32	89.18	571.07
2006	12 FIRE DISTRICT TAXES	40,840.25		40,319.84		7.62		512.79
	* YEAR TOTAL	40,840.25		40,319.84		7.62	98.75	512.79
2007	12 FIRE DISTRICT TAXES	63,154.07		62,593.45		46.40		514.22
	* YEAR TOTAL	63,154.07		62,593.45		46.40	99.19	514.22
2008	12 FIRE DISTRICT TAXES	56,307.26		55,856.88		16.43		433.95
	* YEAR TOTAL	56,307.26		55,856.88		16.43	99.23	433.95
2009	12 FIRE DISTRICT TAXES	48,832.57		48,179.69		41.41		611.47
	* YEAR TOTAL	48,832.57		48,179.69		41.41	98.75	611.47
2010	12 FIRE DISTRICT TAXES	42,756.54	102.48	41,965.65		262.08		528.81
	* YEAR TOTAL	42,756.54	102.48	41,965.65		262.08	98.77	528.81
2011	12 FIRE DISTRICT TAXES	53,858.96	284.46	52,363.10		969.55		526.31
	* YEAR TOTAL	53,858.96	284.46	52,363.10		969.55	99.03	526.31
2012	12 FIRE DISTRICT							

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YEAR	REVENUE UNIT CHARGE TYPE	(A) LEVY ORIG/DISC	DISC BILLS INCL IN (A)	(B) LEVY PAID/DSCNTS	DISCOUNTS INCL IN (B)	(C) NET ABATEMENTS	B+C/A COLL %	LEVY OUTSTANDING
	TAXES	67,638.35	174.39	65,574.97		1,251.99		811.39
*	YEAR TOTAL	67,638.35	174.39	65,574.97		1,251.99	98.81	811.39
2013 12	FIRE DISTRICT TAXES	48,243.68	202.41	46,529.97		942.67		771.04
*	YEAR TOTAL	48,243.68	202.41	46,529.97		942.67	98.41	771.04
2014 12	FIRE DISTRICT TAXES	112.52	43.70	99.05		4.29		9.18
*	YEAR TOTAL	112.52	43.70	99.05		4.29	91.85	9.18
2015 12	FIRE DISTRICT TAXES	.96	.96					.96
*	YEAR TOTAL	.96	.96					.96
**	REV UNT TOT	430,897.44	808.40	420,528.81		5,077.44	98.78	5,291.19
***	GROUP TOTAL	21,536,372.01	33,374.46	20,743,567.92		473,444.00	98.52	319,360.09

Miscellaneous

APPOINTMENTS

July 6, 2020

Airport Authority – one year term

Reappoint Brian Boyd – appointed 09/2018

KARTS Board – two year term

Reappoint Denita Devega – appointed 03/2019

Nursing Home Advisory Committee – three year term

Reappoint Lois Williams – appointed 04/2014

Perry Memorial Library – three year term

Reappoint John Watkins – appointed 10/2015

Appoint Brooks Spencer to fill vacant position. (See application)

Kerr-Tar Workforce Development Board – two year term

Appoint Josh Arant to fill vacant position. (See recommendation letter and application)

JUN 26 2020

Application for Boards/Commissions/Committees Vance County Board of Commissioners

Please complete each section.

Full Name Brooks Greenway Spencer Date of Birth 05/12/1953

Home Address 310 Hamilton Lane, Henderson, NC 27537

Home Phone cell - 540 272 9123

Business Phone _____ Email bbspencer914@yahoo.com

Current Employer Kerr Vance Academy - part-time

Job Title HS English/Journalism Years in current position 3

Duties Teaching 9th and 11th HS English. Journalism - Supervise Yearbook and quarterly News letter.

Other employment history Taught in OK, FL, VA & NC. K-12 Rdg.Spec/Library Media Spec. NBCT

It is the Board of Commissioners' goal to maintain a balance of membership on its Boards/Commissions/Committees based on race, gender and district residency.

District No. 3

Male _____ Female X

White X Black _____ Hispanic _____ Native America _____ Asian _____ Other _____

Board/Commission/Committee Applying For (list only one per form) PMLibrary Board of Directors

Why are you interested in serving on this Board/Commission/Committee? I am a regular patron of our library. We are so fortunate to have such a wonderful facility. I would like to do my part in making it an even more important part of the community.

Generally, the Board desires to broaden participation on Boards/Commissions/Committees for as much citizen involvement as possible; therefore, a goal is to limit appointees to no more than 3 Boards/Commissions/Committees. Therefore, please list any other Boards/Commissions/Committees on which you currently serve:

None

DO NOT SUBMIT RESUMES/ATTACHMENTS

Interests/Skills/Areas of Expertise/Professional Organizations/Activities:

Success writing grants related to Reading, authors, and literacy. Published in Reading Journal
International Literacy/NC Reading Association/Past President VA Secondary Reading Council
FL and VA State Committess to select state reading lists for Elem and MS.

Affirmation of Eligibility:

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you?

Yes _____ No _____ If yes, please explain disposition: _____

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Board of Commissioners? Yes _____ No _____ If yes, please explain: _____

I understand that any situation which may arise to cause conflict of interest may create serious ethical or legal implications if appropriate discretion is not exercised or responsible action is not taken.

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to background checks and to the investigation and verification of all statements contained herein as deemed appropriate. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement may be cause for my removal from any Board/Commission/Committee. I understand regular attendance to any Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less than the standards established for any such body that this is cause for removal. Lacking any written standards for attendance by any Board/Commission/Committee it is expected that I will attend at least 75% of all meetings during any one calendar year to maintain my seat on any Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the Clerk and requests for updates will be sought prior to any consideration for reappointment (or future appointment) to any Board/Commission/Committee.

Signature: Brook Greenberg Spencer

Date: 6-24-2020

Form is invalid if not signed and dated.

Return completed form to:

Kelly H. Grissom
County Commissioners' Office
122 Young Street, Suite B
Henderson, NC 27536
Phone: (252)738-2003 Fax: (252) 738-2039



Diane Cox
Executive Director

July 1, 2020

Member
Governments

Ms. Kelly Grissom, Clerk
Vance County Board of Commissioners
Vance County Courthouse
122 Young Street, Suite B
Henderson, N.C. 27536

COUNTIES

Franklin
Granville
Person
Vance
Warren

Dear Ms. Grissom:

MUNICIPALITIES

Bunn
Butner
Creedmoor
Franklinton
Henderson
Kittrell
Louisburg
Macon
Middleburg
Norlina
Oxford
Roxboro
Stem
Stovall
Warrenton
Youngsville

I am writing to request that the Vance County Board of Commissioners appoint Josh Arant with Mako Medical Laboratories to the Kerr-Tar Workforce Development Board for a two year term. Mr. Arant will serve in the required position of Private Industry. Mako Medical Laboratories is one the newest and most innovative companies in Vance County and Mr. Arant's experience as the companies Chief Operations Officer offers an insight and prospective that would be valuable to workforce opportunities discussed by the board.

Thank you for your assistance. If you have any questions or need additional information, please contact me at 252-436-2040.

Sincerely,

Lou Grillo
Interim Workforce Development Director

**Application for Boards/Commissions/Committees
Vance County Board of Commissioners**

Please complete each section.

Full Name Josh Arant Date of Birth 11-1-1988
Home Address 8408 Stonegate Drive Raleigh, NC 27615
Home Phone 704-517-4245
Business Phone 704-517-4245 Email jarant@makomedical.com
Current Employer MAKO
Job Title COO Years in current position 6

Duties Oversee all operations.

Other employment history _____

It is the Board of Commissioners' goal to maintain a balance of membership on its Boards/Commissions/Committees based on race, gender and district residency.

District No. _____
Male Female _____
White _____ Black _____ Hispanic _____ Native America _____ Asian _____ Other _____

Board/Commission/Committee Applying For (list only one per form) Kerr Tar Workforce Board

Why are you interested in serving on this Board/Commission/Committee? _____
As an employer in Vance County and of Vance County residents, it is important to give back and provide guidance on Vance County's economic and workforce development.

Generally, the Board desires to broaden participation on Boards/Commissions/Committees for as much citizen involvement as possible; therefore, a goal is to limit appointees to no more than 3 Boards/Commissions/Committees. Therefore, please list any other Boards/Commissions/Committees on which you currently serve:
NC Works Commission and Vance County Business Advisory Council

DO NOT SUBMIT RESUMES/ATTACHMENTS

Interests/Skills/Areas of Expertise/Professional Organizations/Activities:

Operations, Leadership, Communication

Affirmation of Eligibility:

Has any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you?

Yes _____ No X _____ If yes, please explain disposition: _____

Is there any conflict of interest or other matter that would create problems or prevent you from fairly and impartially discharging your duties as an appointee of the Board of Commissioners? Yes _____ No X _____ If yes, please explain:

I understand that any situation which may arise to cause conflict of interest may create serious ethical or legal implications if appropriate discretion is not exercised or responsible action is not taken.

I understand this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize and consent to background checks and to the investigation and verification of all statements contained herein as deemed appropriate. I further authorize all information concerning my qualifications to be investigated and release all parties from all liability for any damages that may result from this investigation. I understand and agree that any misstatement may be cause for my removal from any Board/Commission/Committee. I understand regular attendance to any Board/Commission/Committee is important and, accordingly, I further understand that if my attendance is less than the standards established for any such body that this is cause for removal. Lacking any written standards for attendance by any Board/Commission/Committee it is expected that I will attend at least 75% of all meetings during any one calendar year to maintain my seat on any Board/Commission/Committee to which I may be appointed. This form will remain on file in the Office of the Clerk and requests for updates will be sought prior to any consideration for reappointment (or future appointment) to any Board/Commission/Committee.

Signature:  _____

Date: 7/1/2020 _____

Form is invalid if not signed and dated.

Return completed form to:

Kelly H. Grissom
County Commissioners' Office
122 Young Street, Suite B
Henderson, NC 27536
Phone: (252)738-2003 Fax: (252) 738-2039