



COUNTY OF VANCE, NORTH CAROLINA

122 YOUNG STREET, SUITE B
HENDERSON, NORTH CAROLINA 27536

JORDAN McMILLEN
COUNTY MANAGER
(252) 738 - 2002

KELLY H. GRISSOM
CLERK TO BOARD
(252) 738 - 2003

NOTICE OF SPECIAL CALLED MEETING

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

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

Date: August 13, 2020

Re: **Special Called Meeting**

This memorandum will serve as notice that Chairman Gordon Wilder has called a special meeting for Wednesday, August 19, 2020 at 6:00 p.m. in the Commissioners' Conference Room, Vance County Administration Building, 122 Young Street, Henderson, NC. The purpose of the meeting is to:

1. Approve amendments to Animal Control Ordinance.
2. Hold a public hearing to receive public input on a proposed economic development incentive expenditure to be considered for the location of a new company and provide a Building Reuse Grant in the amount of \$500,000 over the next three years.
3. Hold a public hearing to receive public input on a proposed economic development incentive expenditure to be considered for the location of a new company and provide an incentive agreement in the amount not to exceed \$95,231.
4. Approve a local incentive agreement in the amount not to exceed \$95,231.
5. Approve Justice Assistance Grant Agreement.
6. Enter Closed Session to discuss a personnel matter.
7. Other items as necessary.

c: Chairman Gordon Wilder

Vance County
County Manager's Report to the Board
August 19, 2020

A. Animal Services Ordinance Amendments. The public safety committee reviewed proposed changes to the animal services ordinance during their meetings on June 8th and June 30th and a public hearing was held on August 3rd. 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: Approve amendments to Animal Control Ordinance.*

B. Local Incentive Agreement – Select Product Holdings. The county has worked with the state and other partners to recruit Select Product Holdings to the former Staples Distribution facility. Select Product Holdings is currently located in New York and Pennsylvania and manufactures and distributes paper products for major private label retailers. The company intends to invest \$5,060,000 and create 73 jobs with an average wage of \$45,541 over the next three years. The governor has already announced approval of a \$350,000 OneNC grant and we anticipate approval of a \$500,000 building reuse grant from the state tomorrow. The county economic development incentive necessary to attract the company would provide a maximum total grant of \$95,231 over the first five years of operation. This grant is only paid out after investments are made and taxes are paid on the new investments and the agreement includes standard clawback provisions if employment benchmarks are not met. Additionally the county has committed to providing a 5% (or \$25,000) match which is required for the building reuse grant. *Recommendation: Approve local economic development incentive agreement with Select Product Holdings, LLC and Select Tissue of North Carolina, LLC, subject to final attorney review.*

C. Justice Assistance Grant. The Vance County Sheriff's Office and the Henderson Police Department jointly receive federal funds from the Edward Byrne Memorial Justice Assistance Grant Program (JAG) to purchase equipment. The City submits the application and conducts the required due diligence. The distribution of funds is 60% City (\$10,523) and 40% County (\$7,015). The two governing bodies must enter into a Memorandum of Understanding (Inter-local Agreement) in order to receive and utilize the federal funds. *Recommendation: Approve the inter-local agreement between the City and County for the purpose of receiving and using federal JAG funds in the amount of \$7,015.*

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

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

August 19, 2020

This Agreement (“Agreement”) is entered into, effective as of August 19, 2020, by and between Select Product Holdings, LLC a Delaware limited liability company and Select Tissue of North Carolina, LLC, a Delaware limited liability company authorized to transact business in North Carolina (the Company) and Vance County, (County) and describes the agreement among the parties relating to an economic development project to assist the Company in the location of a manufacturing and distribution facility at the Site (as defined below).

Recitals:

- A. The County is vitally interested in the economic welfare of its citizens and the creation and maintenance of sustainable jobs for its citizens in strategically important industries and therefore wishes to provide the necessary conditions to stimulate investment in the local economy and promote business, resulting in the creation of a substantial number of jobs at competitive wages, and to encourage economic growth and development opportunities which the County has determined will be made possible pursuant to the Project (as defined below).
- B. The Company is engaged in the manufacturing of paper products for major private label retailers, currently located in New York and Pennsylvania and is in the process of establishing and constructing another production facility.
- C. The Company has proposed to make a capital investment that will have a taxable value of at least Five Million Ten Thousand Dollars (\$5,010,000.00) at the former Staples Distribution Facility (the “Facility”) located on Hwy 158 Bypass (VC Tax PIN 0402 02001) (the Site) in the form of equipment and business personal property, and an additional investment of at least Fifty Thousand Dollars (\$50,000.00) in additional value to the real property. These additional investments are referred to herein as the “Project.” The Company represents that the Project will include taxable real estate improvements having an initial taxable value of at least \$50,000.00 for real estate and \$5,010,000 for business personal property, will create at least 73 local Qualified Jobs (as defined below) as a result of the Project at an average salary of \$45,541 per year, plus health care insurance and benefits (the “Employment Benchmark”).

- D. The County recognizes that the Project will bring direct and indirect benefits to the City of Henderson and the County, including job creation and retention, further economic and employment diversification and stimulus, and has offered economic development incentives (the “Local Incentives”) to induce the Company to locate the Project at the Site.
- E. The Company fully intends to further, through the Project, an important presence in the City and the County by employing local employees and making a substantial investment in the Project and in the training and development of those employees. The County hereby acknowledges that the terms of this Agreement, including specifically the Local Incentives and other assistance described in this Agreement, constitute a dispositive inducement to the Company to locate the Project at the Site. Similarly, the Company hereby acknowledges that its decision to locate the Project at the Site resulted from the County’s offer of Local Incentives and other assistance described in this Agreement.

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

- I. **Local Economic Development Incentives** – In consideration of the Company’s agreement to locate the Project at the Site, the County will provide the following Local Incentives to the Company, which is in addition to any other economic incentives or grants provided by or through the County or other entities.
 - A. **Local Economic Development Incentive Grants** – For a period of five (5) years beginning with the first fiscal year of the County the Company first pays property taxes on the Project, the County will provide a Local Economic Development Incentive Grant consisting of five Annual Incentive Grant Payments in a cumulative amount not to exceed \$1,335.00 in Ad Valorem property tax and \$93,896.00 in Business Personal Property taxes, for a total of \$95,231 (the “Maximum Total Grant”), in the manner permitted by North Carolina law, which amounts shall be expended only in accordance with N.C.G.S. 158-7.1 and other applicable federal, state and local laws. By way of explanation, it is anticipated the Project will be begin operations by December, 2020 and the first grant payment will be February, 2022.
 - 1. Payment shall be conditioned upon the execution of all of the State Economic Incentive Agreements and County Grant Agreements by and the continued compliance and performance of all requirements of the said agreements and payment of all Vance County Ad Valorem Taxes due by the Company and on the Site.

2. The amount of the Annual Incentive Grant payment for each year shall be paid after the current ad valorem taxes have been paid, but shall not be sooner than January 31.
 3. The maximum amount of any Annual Incentive Grant Payment shall not exceed \$21,712.00.
 4. Such Annual Incentive Grant Payments shall be determined based upon the Ad Valorem Taxes paid during the prior Calendar year on the Company's investments pursuant to this agreement as shown by submissions from the Company of appropriate documentation as requested by the County.
 5. A Qualified Job shall be defined as employment by the Company of an employee in a permanent, full time position directly connected to the Project, with an average salary of \$45,541 per year, plus health care insurance and benefits.
- B. **Payment and retention of County Annual Incentive Grant.** Payment is contingent upon the Company achieving the Project investment goal and taxable valuations and achieving and maintaining employment goals. The Company shall be entitled to the full amount of the Maximum Total Incentive Grant described in paragraph A above only if within thirty-six (36) months after the execution of this agreement (i) it has a minimum increase of \$5,060,000 in taxable improvements and business personal property from the Project, (ii) it has employed and maintained the Employment Benchmark, and (iii) it is not in arrears in the payment of its annual Ad Valorem property taxes. The Company shall submit to the County Manager, annually during such thirty-six month period, a written statement containing such information as shall be sufficient to reasonably ascertain whether such conditions have been met. Payment of County funds will be proportionately reduced if Company fails to achieve or maintain these commitments in accordance with the methodology described below.
- C. **Investment Step-Down.** In the event the Company does not achieve the \$5,060,000.00 investment threshold (the "Investment Threshold") within thirty-six months from the execution of this Agreement, the "Maximum Total Grant" shall be reduced by the same percentage as such shortfall.
- D. **Employment Step-Down and Claw Back.** Subject at all times to the Maximum Total Grant, the Company's failure to hire and maintain the Employment Benchmark within the ten year period following the first Annual Incentive Grant Payment shall result in the repayment of the Incentive Grant to be calculated as follows:

- (a) For failure to maintain the Employment Benchmark during the five years following the first Annual Incentive Grant Payment, all Incentive Grant Payments made pursuant to the Agreement shall be repaid to the County, by the Company.
- (b) If Company fails to maintain the Employment Benchmark during any calendar year during calendar years six through ten following the first Annual Incentive Grant Payment, the Maximum Total Grant shall be reduced by the same percentage as such shortfall.

II. Other provisions

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

<u>Year</u>	<u>Reimbursement Percentage</u>
1	100%
2	100%
3	100%
4	100%
5	100%
6	50%
7	40%
8	30%
9	20%
10	10%

B. **Adverse Change** – The parties acknowledge that the Project is mutually beneficial and supports the substantial investments in the Project by each party as outlined herein. The Project (including the Local Incentives in Inducement thereof) is based on current laws, policies, regulations and commitments. If during the term of the Project, the benefits to the parties as contemplated herein are successfully challenged or are adversely affected by changes resulting from legislative changes or administrative or judicial interpretation of laws, policies or regulations, the parties will, to the extent permitted by law, amend the Project and the Local Incentives so

the parties receive at least the same benefits contemplated herein as if such laws, policies, regulations and commitments, or the interpretations thereof, have not changed.

- C. **Changes in Law** - In the event any applicable law, policy or regulations applicable to the Company adversely affects or impacts the effective operation of the Project, the County will endeavor to amend such law, policy or regulation to facilitate effective operation of the Project, so long as such amendment is in the interest of the County and the public.
- D. **Further Action** – The parties acknowledge that the Local Incentives and other assistance described in this Agreement are subject to further actions legally necessary under North Carolina law to implement the Agreement in a lawful manner. The parties agree that if this Agreement is challenged in a court of law, they shall cooperate in defense of Agreement.
- E. **Entire Agreement; Amendment; Authority** – This Agreement is the entire agreement between these parties as to the subject matter referenced herein, without regard to any prior agreements, understandings or undertakings (whether oral, written, electronic or otherwise), and no amendment may be made to this Agreement except with the prior written consent of all parties. The parties, and each person executing this Agreement on behalf thereof, represent and warrant that they have the full right and authority to enter into this Agreement, which is binding, and to sign on behalf of the party indicated, and are acting on behalf of themselves, their constituent members and the successors and assigns of each of them.
- F. **Applicable Law; Construction** – This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to any construction arising from the application of conflicts or choice of law principles, and without regard to any construction arising by virtue of the negotiation or the persons who drafted this Agreement. References to each constituent member comprising the “Community” shall collectively refer to, bind and include their respective representatives, governing boards, the members of such boards and the successors and assigns of each of them, in each case in their official capacities. Furthermore, NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE CITY OR COUNTY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF NORTH CAROLINA. THIS

AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COUNTY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED BY THE COUNTY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE COUNTY'S MONIES, NOR SHALL ANY PROVISION OF THE AGREEMENT OPERATE BEYOND ITS INTENDED SCOPE SO AS TO RESTRICT, TO ANY EXTENT PROHIBITED BY LAW, ANY FUTURE ACTION OR RIGHT OF ACTION ON THE PART OF THE CITY OR THE COUNTY GOVERNING BODY. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS SECTION AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS SECTION SHALL TAKE PRIORITY. THE COUNTY HAS HAD THIS AGREEMENT, AND THE INCENTIVES CONTEMPLATED HEREUNDER PRE-AUDITED TO ENSURE COMPLIANCE WITH THE BUDGETARY ACCOUNTING REQUIREMENTS (IF ANY) THAT APPLY. THIS AGREEMENT IS CONDITIONED UPON, AND SHALL NOT BECOME OPERATIVE UNTIL, ANY REQUIRED PRE-AUDITED CERTIFICATION IS SUPPLIED.

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

certified mail, return receipt requested, postage prepaid or by a nationally recognized overnight courier service to the following addresses:

To County: Vance County Manager
122 Young Street
Suite B
Henderson, North Carolina 27536

With copy to: Jonathan S. Care
109 W. Montgomery St.
Henderson, NC 27536

To Company: Select Product Holdings, LLC
Attn: Nick Galante
1 Arnold Drive
Huntington, New York 11743

And

Select Tissue of North Carolina, LLC
Attn: Nick Galante
1 Arnold Drive
Huntington, New York 11743

With copy to: Patrick O. Gottschalk, Esquire
Williams Mullen
200 South 10th Street
Richmond, Virginia 23219

III. Other Assurances

- A. **Audit Right** – The County reserves the right to require a certified audit or may perform the audit through the use of its staff pertaining to the Company’s compliance with the Investment Threshold described in this Agreement and the ongoing compliance with the Employment Benchmark described in this Agreement.
- B. **Annual Report** – The Company shall furnish to the County a copy of its annual review report performed by a certified public accountant as soon as it becomes available to the Company, but no later than six months following the Company’s fiscal year end.
- C. **Due Authorization** – Each of the parties hereto represents and warrants to each of the other parties that the execution, delivery and performance of

this Agreement has been duly and validly authorized by all necessary corporate or governmental action on its part.

- D. **E-Verify** - Company shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Company utilizes a subcontractor that constitutes an “employer” as defined in N.C. Gen. Statutes Section 64-25 (4), Company shall require such subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

- E. **Iran Divestment List** - The Company does hereby certify that they are not a person identified on the Iran Divestment List as defined in North Carolina General Statutes 147-86.58.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

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

Select Product Holdings, LLC

By: _____
Nick Galante, Manager

Select Tissue of North Carolina, LLC

By: _____
Nick Galante, Manager

VANCE COUNTY

By: _____
Gordon Wilder, Chairman

ATTEST:

Kelly H. Grissom
Clerk to the Board

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

Katherine Bigelow, Finance Director

Public Notice

The Vance County Board of Commissioners will hold a public hearing on August 19, 2020 at 6:00 p.m. or shortly thereafter in the Commissioners' Meeting Room, County Administration Building, 122 Young Street, Henderson, NC. In accordance with North Carolina General Statute 158-7.1(c), the purpose of the hearing will be to receive public input on a proposed economic development incentive expenditure to be considered for the location of a new company. In return for the commitments of investing \$5,010,000.00 over the next three (3) years and creating a minimum of 73 full time jobs in Vance County, it is proposed that Vance County will facilitate and provide a Building Re-use Grant in the amount of \$500,000.00 over the next three years with the source of funds being appropriated from funds from the NC Department of Commerce and the Vance County General Fund Balance. The location of this company in Vance County will stimulate investment in the local economy and promote business, resulting in the creation of a substantial number of jobs at competitive wages, and to encourage economic growth and development opportunities which the County has determined will be made possible because of this Project.

All persons interested in this matter are invited to attend this public hearing and present their views.

August 7, 2020

Public Notice

The Vance County Board of Commissioners will hold a public hearing on August 19, 2020 at 6:00 p.m. or shortly thereafter in the Commissioners' Meeting Room, County Administration Building, 122 Young Street, Henderson, NC. In accordance with North Carolina General Statute 158-7.1(c), the purpose of the hearing will be to receive public input on a proposed economic development incentive expenditure to be considered for the location of a new company. In return for the commitments of investing \$5,060,000.00 over the next three (3) years and creating a minimum of 73 full time jobs in Vance County, it is proposed that Vance County will provide an Incentive Agreement in the amount not to exceed of \$95,231.00 with the source of funds being appropriated from the Vance County General Fund Balance. The location of this company in Vance County will stimulate investment in the local economy and promote business, resulting in the creation of a substantial number of jobs at competitive wages, and to encourage economic growth and development opportunities which the County has determined will be made possible because of this Project.

All persons interested in this matter are invited to attend this public hearing and present their views.

August 7, 2020

**The State of North Carolina
County of Vance**

KNOW BY ALL THESE PRESENT:

**INTER-LOCAL AGREEMENT BETWEEN THE CITY OF HENDERSON,
NORTHCAROLINA AND THE COUNTY OF VANCE, NORTH CAROLINA
REGARDING GMS APPLICATION US DEPARTMENT OF JUSTICE BJA FY 2020
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM: LOCAL
SOLICITATION FORMULA PROGRAM AWARD**

THIS AGREEMENT is made and entered into this the 10th day of August, 2020 by and between the County of Vance, acting by and through its governing body, the Board of Commissioners, hereinafter referred to as COUNTY, and the City of Henderson, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Vance County, State of North Carolina, wittnesseth:

WHEREAS, this agreement is made under the authority of the City of Henderson and Vance County to enter into cooperative agreements; and

WHEREAS, each governing body, in performing the governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the CITY agrees to provide the COUNTY **\$7,015.00** for the Vance County Sheriff's Office from JAG award total of **\$17,538.00** and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the CITY AND COUNTY AGREE AS FOLLOWS:

SECTION 1: CITY agrees to pay COUNTY a total of \$7,015.00 of JAG funds.

SECTION 2: COUNTY agrees to use \$7,015.00 for the Vance County Sheriff's Office until September 30, 2021 or until such funds are expended.

SECTION 3: Nothing in the performance of this Agreement shall impose any Liability for claims against COUNTY other than claims for which the Tort Laws of the State of North Carolina may impose liability.

SECTION 4: Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which the Tort Laws of the State of North Carolina may impose liability.

SECTION 5: Each party to the agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any city liability that may arise from the furnishing of the services by the other party.

SECTION 6: The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

SECTION 7: By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein, further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF HENDERSON, North Carolina

COUNTY OF VANCE, North Carolina



Eddie Ellington, Mayor



Gordon Wilder, Chairman



Edward Blackmon, City Manager



Jordan McMillen, County Manager

ATTEST:

ATTEST:



Esther J. McCrackin, City Clerk



Kelly H. Grissom, County Clerk

Approved as to Legal Form:

Approved as to Legal Form:

City Attorney

County Attorney