FRANKLIN COUNTY BOARD OF COMMISSIONERS

Monday
February 17, 2025
Franklin Plaza Training Room, 279 South Bickett Boulevard, Louisburg, NC 27549

SEASON OF PRAYER - 6:55pm, Commissioner Roxanne Bragg

CALL TO ORDER - 7:00pm, Chairman David Bunn

PLEDGE OF ALLEGIANCE - led by Franklin County Girl Scout Troops

1. CONSENT AGENDA

A. February 3, 2025 Minutes
B. FY25 Budget Amendment #13
C. New Elevated Water Tank Project Budget Amendment #1
D. Releases, Adjustments, Refunds and Tax Collection Report
E. Girl Scout Week Proclamation
F. TNEA T-Hangar #45 Lease Agreement
G. North State Medical Transport Franchise Agreement - New Franchisee

2. COMMENTS FROM THE PUBLIC

This is the time set aside by the Board of Commissioners to allow individuals five minutes each to address the Board on issues concerning the county. The total time set aside for public comments is 30 minutes.

3. ACTION ITEMS

A. Judicial Complex - Town of Louisburg Agreement

The Board is asked to approve the agreement with the Town of Louisburg in support of the Judicial Complex project. This agreement modifies the 2021 Agreement with the Town which includes that the County will pay for 100% of the relocation of the underground utilities needed to construct the Judicial Complex. It also authorizes the purchase of Parcel ID# 031340 at fair market value. Fair market value will be determined by appraisal by a certified appraiser. By approving this Agreement the Board is asked to approve the terms of the agreement and authorize the County Manager to sign any documents necessary to effectuate the agreement.

ACTION REQUESTED: Consider approval of the Agreement with the Town of Louisburg and authorize the County Manager to sign all documents necessary to effectuate the agreement with County Attorney approval.

4. APPOINTMENTS

A. Chairman Appointments

Chairman Bunn will present his appointments for 2025.

ACTION REQUESTED: Consider approval of the Chairman's recommended appointments.

B. Board Appointments

Appointments are needed to the following advisory boards.

- Airport Advisory Board
- Animal Services Advisory Board
- Board of Adjustment
- Planning Board
- Tourism Development Authority

ACTION REQUESTED: Consider board appointments to various boards.

C. Firemen's Relief Fund Board of Trustees (White Level Fire District)

The Board is asked to consider appointing Johnny Hight and Christopher House to the Firemen's Relief Fund Board of Trustees for White Level Fire District. Pursuant to NCGS § 58-84-30, each county deriving benefits from the provisions of this Article, shall appoint a local board of trustees, known as the trustees of the local Firefighters' Relief Fund, to be composed of five members, two of whom shall be elected by the members of the local fire department who are qualified as beneficiaries of such fund, two of whom shall be elected by the mayor and board of aldermen or other local governing body, and one of whom shall be named by the State Fire Marshal. Appointments made by the local governing body shall be residents of the fire districts and serve at the pleasure of the governing body. There is no term limit for relief board members.

ACTION REQUESTED: Consider appointing Johnny Hight and Christopher House to the White Level Fire District's Firemen's Relief Fund Board of Trustees.

D. VGCC Board of Trustees

In accordance with NCGS 115D-12, the Board is asked to appoint a trustee (a county commissioner) to the Vance-Granville Community College Board of Trustees. Trustees have authority and accompanying responsibility in the execution of governance and fiduciary responsibility to the college.

ACTION REQUESTED: Consider appointments.

5. OTHER BUSINESS

6. BOARD, MANAGER AND CLERK'S COMMENTS

This is the time set aside for the Board of County Commissioners, County Manager and Clerk to the Board to report on various activities. The Board may also discuss other items of interest.

7. CLOSED SESSION

The Board is asked to enter into closed session pursuant to the following North Carolina General Statutes:

- NCGS 143-318.11 (a)(3) Attorney-Client Privileged Communication
- NCGS 143-318.11 (a)(5) Real Property Purchase/Contracts/Leases

Franklin County Commissioner's Agenda Information Sheet

Requested Meeting Date: February 17, 2025 # of attachment(s) 1

Item Title: February 3, 2025 Minutes

Initiated by (Name, Job Title): Kristen G. King, Clerk to the Board

Board action proposed: Consider approval.

Is this a consent agenda item? Yes

Is a public hearing needed? No

Summary of Request: The Board is asked to consider approval of the prepared minutes.

ATTACHMENTS:
MINUTES - February 3, 2025

February 3, 2025

The Franklin County Board of Commissioners met for its Regular Meeting at 7:00 P.M. in the Franklin Plaza Training Room, 279 South Bickett Boulevard, Louisburg, NC 27549 with the following Commissioners present: Logan Davis, Roxanne Bragg, Mark Speed, David Bunn, Michael Schriver, Stuart May, and Harry Foy Jr.

SEASON OF PRAYER - 6:55pm, Commissioner Mark Speed

CALL TO ORDER - 7:00pm, Chairman David Bunn

PLEDGE OF ALLEGIANCE

1. CONSENT AGENDA

Commissioner Speed made a motion to approve the consent agenda, seconded by Commissioner Davis. The motion duly carried approval with all present voting "AYE." The approved items follow.

A. January 6, 2025 Minutes

MINUTES - January 6, 2025

B. January 21, 2025 Minutes

MINUTES - January 21, 2025

C. January 27, 2025 Minutes

MINUTES - January 27, 2025

D. FY25 Budget Amendment #12

FY25 Budget Amendment #12

E. Releases, Adjustments, Refunds and Tax Collection Report

December 2024 Report to Commissioners

F. Annual Report of Unpaid Taxes that are Liens on Real Property

Annual Report of Unpaid Real Estate Taxes for 2024-2025

G. TNEA T-Hangar #10 Lease Agreement

Approach Partners, LLC - TNEA T-Hanger Lease Agreement #10 (February 1, 2025 - January 31, 2028)

H. Franklinton to Novonesis Rails to Trails - Right of Way Acquisition

I. Resolution Amending the Electronic Communications Policy

Resolution - Amending the Electronic Communication Policy

J. Resolution to form America 250 NC Committee

Resolution - America 250 NC Committee

2. COMMENTS FROM THE PUBLIC

This was the time set aside by the Board of Commissioners to allow individuals five minutes to address the Board on issues concerning the county.

Jim Moss, 217 North College Street, Youngsville
- Gratitude for Youngsville assistance

Jason Brown, 2805 East River Road, Louisburg
- Discontinued Memorial Balloon Festival at First Fruits Farm in Louisburg

Scott Strickland, 8435 NC Hwy 56, Louisburg
- Bunn CERT

3. PUBLIC HEARINGS

A. **Request for Special Use 24-SUP-03**

Scott Hammerbacher, Planning Director, provided a presentation regarding 24-SUP-03. A Special Use Permit has been requested by Chad E. Abbott, PE to construct and operate a commercial landscaping business on 3.1-acres located at 435 Ballard Pruitt Road, Parcel ID 007910. Anyone who wished to participate in the hearing was asked to review the Quasi-Judicial Hearing Outline and (provided in advance in the agenda packet) and asked to submit the questionnaire provided.

County Attorney Gena McCray asked the Board to provide disclosures of any communication regarding the special use request and to state whether or not they are able to remain impartial in the case.

Commissioner May stated he received a phone call regarding the scheduling and rescheduling of the hearing after inclement weather forced the initial hearing date to be cancelled. He also stated he received a drone video of the property. He stated viewing the video did not impact his ability to remain unbiased.

Commissioners Speed, Bragg, Bunn and Foy stated they have had no conversations concerning this matter and stated they can remain unbiased.

Commissioner Schriver stated he had a conversation with someone in the community, but stated he can remain impartial.

Commissioner Davis stated the applicant for the permit is a client of his in the private sector. He also stated his father-in-law is in attendance and plans to present evidence during the hearing. He stated he did not believe he could be unbiased in the hearing.

Commissioner Speed made a motion to allow Commissioner Davis to be excused from the hearing. The motion was seconded by Commissioner Foy and duly carried approval with all present voting "AYE."

At 7:26pm, Commissioner Speed made a motion to open the hearing, seconded by Commissioner Foy. The motion duly carried approval with all present voting "AYE."

Mr. Hammerbacher presented the request and offered the attached PowerPoint presentation which notes the following:

- Applicant found to be in violation of Unified Development Ordinance in March 2023
- Special Use Permit applied for May 24, 2024 to operate & construct commercial landscaping business
- Proposed business will have 1 building containing administrative office & storage space, paved parking, & exterior storage of commercial landscaping equipment
- Applicant will be required to meet UDO requirements listed in Article 5.3.7 Industrial Use Group, Article 6 Design Criteria & Article 9 Natural Resources.
- Board may place additional conditions on the property if reasonable & necessary

Lori A. Dutra, Currin & Dutra, LLP, serves as attorney for the applicant and owner in the matter. She provided a handout detailing qualifications of Chad E. Abbott (engineer) and Alan W. Sutton, Jr. (appraiser) and asked that both be considered experts as they offer testimony in the hearing. The handouts were submitted into the record as evidence as well as an Evaluation Report prepared by the appraiser.

- Chad E. Abbott, PE (Exhibit A)
- Alan W. Sutton, Jr. (Exhibit B)
- Evaluation Report (Exhibit C)

The following speakers were sworn under oath by the Clerk to the Board prior to offering testimony.

- Chad Abbott, Engineer & Applicant
- Alan W. Sutton, Appraiser
- Estanislao Zamora (Tony), 435 Ballard Pruitt Road, Franklinton, Property/Business Owner
- Richard Christensen, 620 Beechwood Road, Franklinton
- Mark Mallard, 353 Ballard Pruitt Road, Franklinton
- William Bland, 630 Beechwood Road, Franklinton
- Patrice Kassan, 456 Ballard Pruitt Road, Franklinton
- Jim Callan, 342 Ballard Pruitt Road, Franklinton
- Tick Hudgins, 632 Ballard Pruitt Road, Franklinton (presented Exhibit D)
- Sara Hotte, 565 Ballard Pruitt Road, Franklinton

Chad Abbott testified there are several findings of fact the applicant is burdened to meet. He referred to the responses and statements and findings of fact for the proposed special use listed within the application which was included in the Board's

agenda packet and entered into evidence.

- Amigos Landscaping Special Use Permit Application (Exhibit E)

Alan Sutton, Jr. testified as an expert in the hearing. He referred the Board to page 21 of Exhibit C which states his findings that the proposed use is a typical use for this type of location as shown by the other comparable uses. The report states there is significant agricultural use and low-density residential use in the area and said outdoor storage is consistent with agricultural uses and similar equipment. The report further states the following:

- Sale/Resale analysis of homes near similar uses show no impact on property value
- Matched pair analysis of homes near similar uses show no impact on property value
- Appraiser conclusion that proposed use is in harmony & will not have negative impact on adjoining property values

Estanislao Zamora owns the property considered for special use. When asked about burning on the property, Mr. Zamora testified he would stop burning materials and consider buying a chipper to grind up the debris or haul it away. He testified an eight foot fence shields the front of the property.

Richard Christensen testified there is a significant amount of noise coming from the property with track equipment coming in and out and stated there should be restrictions on how often that takes place. He said he is not an expert on property values but felt the noise would detract homebuyers. He expressed concern about the amount of property cleared by Mr. Zamora and asked that a retention pond be required.

Mark Mallard testified the property is next door to his home and said he has many concerns with water quality, burning of materials on the property, traffic, noise and trash. He testified he has called the Environmental Protection Agency to express concerns, the local fire department and NC Forestry Service regarding burning on the property and Department of Transportation relative to traffic concerns on Ballard Pruitt Road. Mr. Mallard is concerned his property value has already been reduced by its proximity to the property. He testified the owner is not in the business of landscaping but rather land clearing. Mr. Mallard also testified he has a petition of 38 neighbors on Ballard Pruitt Road that do not want the operation to continue.

William Bland testified his property adjoins the rear of the property in question. He is concerned with chippers and grinders being used on the property and testified the business is already generating waste on site by illegal clearing. He speculates the operation is a landfill operation rather than a landscaping business. Mr. Bland asked Mr. Zamora if he intends to import debris onto the property and grind up his debris. Mr. Zamora testified he does not intend to import debris to the site and said he could instead dispose of it at a landfill. Mr. Zamora testified he has considered purchasing equipment to grind materials on the job site.

Patrice Kassan stated her concerns are with the burning of materials on the site. She testified her entire home often smells of smoke that affects her breathing. She testified noise levels are unacceptable at times.

Jim Callan testified Mr. Zamora has been in violation of the law for years and stated he often finds debris strewn from Mr. Zamora's trucks on his lawn.

Tick Hudgins testified he was the first to file a complaint with Franklin County regarding Mr. Zamora's illegal operation and stated he was informed by county staff in 2023 the operation was in violation of the county's Unified Development Ordinance. Mr. Hudgins testified Mr. Zamora was burning debris day and night and testified he had videos to prove it. Mr. Hudgins testified debris was also be buried on the site and that there is hardly no wood left on the property. He is concerned with well water quality and that Mr. Zamora will continue to refuse to follow any rules or regulations. He asked the Board to deny the special use request.

The Board took a 10 minute recess.

Sarah Hotte testified there is only debris coming onto the property rather than going out. She stated her concern that Mr. Zamora's employees are throwing garbage bags along the road and stated some of their debris had struck her motor vehicle. She testified Mr. Zamora is misleading the county and said the quality of life for neighbors is no longer enjoyable.

Ms. Dutra stated some provided testimony was speculative. She reminded the Board county staff has proposed conditions for the special use permit and that if the permit is issued with conditions, Mr. Zamora's permit could be pulled if he is found in violation and he will no longer be able to operate his business. When Mr. Zamora was initially found in violation, Ms. Dutra stated Mr. Zamora came forward to correct the matter by approaching planning staff and the Planning Board in order to form a plan to move forward legally.

Ms. Dutra referred to suggested conditions of county staff and stated Mr. Zamora had no objection to any of those proposed. She stated the required "findings of fact" had been proven and said the county is required to issue the permit along with the conditions it sees fit. Lastly, she objected to testimony provided by those whose property does not adjoin the property considered for special use.

At 10:33pm, Commissioner Speed made a motion to close the hearing, seconded by Commissioner Bragg. The motion was unanimously approved.

During deliberations, the County discussed a condition of the special use permit include that burning on the 42-acre parcel owned by Mr. Zamora be prohibited. Mr. Zamora consulted his counsel, Ms. Dutra, and Mr. Zamora consented on the record for that to be a condition on the special use permit.

<u>Findings of Fact</u>

In granting a Special Use Permit, the Board shall affirmatively make the following findings of fact based on substantial, material, and credible evidence presented.

- Use or development is located, designed, & proposed to be operated so as to maintain or promote public health, safety, & general welfare;

- Use or development complies with all required regulations of this Unified Development Ordinance & all applicable specific standards & regulations;
- Use or development located, designed & proposed to be operated so as to maintain or enhance the value of contiguous property, or that the use or development is a public necessity;
- Use or development conforms with general plans for the physical development as embodied in this chapter, the Franklin County Comprehensive Development Plan, or other development policies as adopted by the Board of County Commissioners;
- Location and arrangement of the use on the site, screening, buffering, landscaping, & pedestrian & vehicular ways harmonize with adjoining properties & the general area, & minimize adverse impacts;
- Type, size, & intensity of the proposed use, including such considerations as hours of operation & number of people who are likely to utilize or be attracted to the use, will not have significant adverse impacts on adjoining properties or the neighborhood;
- Utilities, schools, fire, police, & other necessary public & private facilities & services will be adequate to handle the proposed use.

Commissioner May made a motion that the findings of fact were presented and met. The motion was seconded by Commissioner Schriver and unanimously approved.

If the Board approves a Special Use Permit, it may, as part of the terms of such approval, impose any additional reasonable conditions and safeguards as may be necessary to insure that the criteria for the granting of such a permit will be complied with and to reduce or minimize any potentially injurious effect of the use on adjoining properties, the character of the neighborhood, or the health, safety, morals, or general welfare of the community. Where appropriate, such conditions may include requirements that street and utility rights-of-way be dedicated to the public and that provisions be made for recreational space and facilities.

Based upon the Board's Findings of Fact, Commissioner Schriver made a motion to approve the special use permit 24-SUP-03 requested by Chad E. Abbott, PE to construct a Commercial Landscaping Business off of Ballard Pruitt Road, Franklin County Parcel ID 007910, subject to required improvements located in Article 5.3.7 Industrial Use Group, Article 6 Design Criteria, and Article 9 Natural Resources of the Franklin County UDO. The motion was seconded by Commissioner Foy and approved unanimously with approval subject to the following conditions:

- Adherence to all UDO, adopted plans, & NC Building Code requirements
- Approved North Carolina Department of Transportation (NCDOT) Driveway Permit
- NC Department of Environmental Quality Sedimentation & Erosion Control plan approval
- Minor subdivision plat for 3.1-acre parcel & 20' public bicycle pedestrian easement shall be recorded prior to zoning permit approval
- On-site inert debris reclamation, dumping, and/or burning shall be prohibited
- Burning, burying, and/or composting of debris shall be prohibited on the subject parcel
- Burning on 42-acre residual parcel shall be prohibited
- Tub grinding and/or chipping operations shall be prohibited on subject parcel
- No importing of debris to subject parcel

- Retail operations shall be prohibited on subject parcel
- Hours of operation shall be limited to 7am-9pm
- Applicant must secure zoning, building, NCDOT driveway permit, NCDEQ land disturbance permit & stormwater permits within 6 months
- Applicant must complete all fencing & landscaping improvements within 9 months
- Applicant must complete all remaining site improvements within 18 months

24-SUP-03 (Amigos Landscaping Conditional Stormwater Approval)

24-SUP-03 (Amigos Landscaping Special Use Permit Application)

24-SUP-03 (Amigos Landscaping Site Plan Set)

24-SUP-03 (Amigos Landscaping Staff Report)

24-SUP-03 Presentation

Quasi-Judicial Hearing Outline (Special Use)

Questionnaire to Determine Standing

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Exhibit E

DRAFT - Decision 24-SUP-03

4. ACTION ITEMS

A. FY24 Audit Presentation

Jamie Holtzman, Finance Director, introduced Tara Roberson, Partner with Winston, Williams, Creech, Evans & Company to present the FY24 audit. No action was requested. The presentation is attached.

FY24 Audit Presentation

B. Bid Award - New Elevated Water Tank & Raise US1 Elevated Water Tank

Christopher Doherty, Public Utilities Director, introduced Peter Galen with the Wooten Company. Mr. Galen presented the bid tabulation and recommend contracts be awarded to the most responsive, responsible bidders pending final approval from the Department of Environmental Quality (DEQ). The project consists of construction of the new elevated water tank and raising the existing US 1 elevated tank. The bid was originally advertised with a November 14, 2024 due date. The

County did not receive three bids and re-advertised. Funding for the project will be from NCDEQ ARPA funding and Public Utilities Enterprise Fund Balance for excess costs.

The Wooten Company and County staff recommend the Board approve the Resolutions to Award Contract 1 to Phoenix Fabricators & Erectors, LLC in the amount of $4,100,690 (includes 5% contingency) and award Contract 2 to Pittsburg Tank & Tower Company, Inc. in the amount of $604,620 (includes 5% contingency) and authorize the County Manager to sign the construction contracts with Phoenix Fabricators and Pittsburg Tank and any other required documents.

Commissioner Davis made a motion to approve approve the Resolutions to Award Contract 1 to Phoenix Fabricators & Erectors, LLC in the amount of $4,100,690 (includes 5% contingency) and award Contract 2 to Pittsburg Tank & Tower Company, Inc. in the amount of $604,620 (includes 5% contingency) and authorize the County Manager to sign the construction contracts with Phoenix Fabricators and Pittsburg Tank and all necessary documents and agreements, pending review by the County Attorney. The motion was seconded by Commissioner Speed and duly carried approval with all present voting "AYE."

The presentation is attached.

Contract 1 Bid Tabulation

Contract 2 Bid Tabulation

Phoenix Tank Contract 1 Resolution

Pittsburg Tank Contract 2 Resolution

Elevated Tank Bid Award Presentation

Contract 1 Recommendation CT1

Contract 2 Recommendation CT2

5. OTHER BUSINESS

Chairman Bunn asked the Board to consider conducting future quasi-judicial hearings, such as the one held earlier in the evening, at a special called meeting rather than during the Board's regular meetings. Staff will consider this request as future hearings of this type are needed.

6. BOARD, MANAGER AND CLERK'S COMMENTS

This was the time set aside for the Board of County Commissioners, County Manager and Clerk to the Board to report on various activities. The Board may also discuss other items of interest.

Commissioner Bunn stated the appeals process for property tax assessments has begun for the year and encouraged citizens to begin submitting their appeals.

7. CLOSED SESSION

The Board was asked to enter into closed session pursuant to the following North Carolina General Statutes:

- NCGS 143-318.11 (a)(3) Attorney-Client Privileged Communication
- NCGS 143-318.11 (a)(5) Real Property Purchase/Contracts/Leases

At 11:23pm, Commissioner Speed made a motion to enter into closed session pursuant to the statutes listed above. The motion was seconded by Commissioner Schriver. The motion was approved 6 to 1, with Commissioner Foy voting in opposition.

At 11:39pm, Commissioner Speed made a motion to enter back into open session, seconded by Commissioner Foy. The motion duly carried approval with all present voting "AYE."

No action was taken as a result of closed session.

At 11:40pm, Commissioner Speed made a motion to adjourn, seconded by Commissioner Foy. The motion duly carried approval with all present voting "AYE."

Attachments referenced in the minutes may be viewed online at the Franklin County, North Carolina website.

_____

David Bunn, Chairman

Kristen G. King, Clerk to the Board

Franklin County Commissioner's Agenda Information Sheet

Requested Meeting Date: February 17, 2025 # of attachment(s) 1

Item Title: FY25 Budget Amendment #13

Initiated by (Name, Job Title): Jamie Holtzman, Finance Director

Board action proposed: Consider approval.

Is this a consent agenda item? Yes

Is a public hearing needed? No

Summary of Request: Pursuant to North Carolina General Statute 159-15, the County Finan ce Officer is requesting the Board consider approval of Budget Ordinance Amendment #13 in the amount of $77,807 pertaining to the General Fund and $2,267,130 pertaining to the Water and Sewer Enterprise Fund operations of the County.

ATTACHMENTS:
FY25 Budget Amendment #13

Finance Office
Jamie Holtzman, Director
113 Market Street
Louisburg, NC 27549

Phone: 919.496.3182
Fax: 919.496.2683

www.franklincountync.gov

AMENDMENT TO THE FRANKLIN COUNTY BUDGET ORDINANCE
FY25
Amendment No. 13

BE IT ORDAINED by the Franklin County Board of Commissioners pursuant to North Carolina General Statute 159-15, the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2025.

SECTION 1: of the Franklin County Budget Ordinance, pertaining to the General Fund operations of the County, shall be amended as follows:

Increase/(Decrease) Appropriations:		
Animal Services	$	13,370
Cooperative Extension	$	8,500
Tax Assessor	$	25,830
Aging	$	30,107
Total	**$**	**77,807**

Increase/(Decrease) Revenues:		
Fund Balance Appropriated	$	25,830
Elderly and Handicapped Transportation	$	30,107
Misc. State Grants	$	8,500
Proceeds From Insurance Claims	$	13,370
Total	**$**	**77,807**

This Amendment:

* appropriates additional funds to the Animal Services budget for the purchase of a truck from insurance funds received.

  Funding Source: Proceeds from Insurance Claims

* appropriates additional funds to the Cooperative Extension budget for the Franklin Voluntary Agricultural District project grant received.

  Funding Source: North Carolina Department of Agriculture and Consumer Services

* appropriates additional funds to the Tax Assessor budget for appeal mailing.

  Funding Source: Fund Balance Appropriated

* appropriates additional grant funds to the Aging Department budget for Elderly and Disabled Transportation.

Funding Source: NC Dept. of Transportation Rural Operating Assistance Program (ROAP)

SECTION 8: of the Franklin County Budget Ordinance, pertaining to the Water and Sewer Enterprise Fund operations of the County, shall be amended as follows:

Increase/(Decrease) Appropriations:

Transfer to Capital Project Fund 48	$	2,191,385
Operating Expenditures	$	75,745
Total	**$**	**2,267,130**

Increase/(Decrease) Revenues:

Miscellaneous Revenues	$	75,745
Appropriated Fund Balance	$	2,191,385
Total	**$**	**2,267,130**

This Amendment:

* appropriates additional funds to the Water and Sewer Enterprise Fund budget to transfer to the New Elevated Water Tank Project Budget as approved at the February 3, 2025 Board of Commissioners meeting.

  Funding Source: Appropriated Fund Balance

* appropriates additional funds to the Water and Sewer Enterprise Fund budget for legal fees reimbursed by Rolling Meadows.

  Funding Source: Miscellaneous Revenues

* appropriates additional funds to the Water and Sewer Enterprise Fund budget to transfer Capacity Replacement Fees received in FY24 but not transferred to the Capital Project Fund.

  Funding Source: Appropriated Fund Balance

SECTION 2: Copies of this amendment shall be made available to the Budget Officer and the Finance Director for direction in carrying out this project.

Adopted this the 17th day of February, 2025.

_____
David Bunn, Chairman

_____
Kristen G. King, Clerk to the Board

Franklin County Commissioner's Agenda Information Sheet

Requested Meeting Date: February 17, 2025 # of attachment(s) 1

Item Title: New Elevated Water Tank Project Budget Amendment #1

Initiated by (Name, Job Title): Jamie Holtzman, Finance Director

Board action proposed: Consider approval.

Is this a consent agenda item? Yes

Is a public hearing needed? No

Summary of Request: Jamie Holtzman, Finance Director, is requesting approval of the New Elevated Water Tank Project Budget Amendment #1. This amendment recognizes fund balance appropriated from the Public Utilities Enterprise Fund for the additional construction cost approved by the Board of Commissioners at the February 3, 2025 meeting.

ATTACHMENTS:
New Elevated Water Tank Project Budget Amendment #1

Finance Office
Jamie Holtzman, Director
113 Market Street
Louisburg, NC 27549

Phone: 919.496.3182
Fax: 919.496.2683

www.franklincountync.gov

PROJECT BUDGET ORDINANCE AMENDMENT

New Elevated Water Tank Project
Amendment No. 1

BE IT ORDAINED by the Franklin County Board of Commissioners pursuant to North Carolina General General Statutes 159-8 and 159-13.2, the following amendment be made to the New Elevated Water Tank Project Budget Ordinance:

SECTION 1: of the New Elevated Water Tank Project Budget Ordinance, pertaining to the project authorized shall be amended to include additional revenues from the Water and Sewer Enterprise Fund for the additional cost of the construction bids awarded by the Board on February 3, 2025.

SECTION 2: The following revenues of the New Elevated Water Tank Project Ordinance shall be amended as follows:

Transfer from Fund 45	$	823,910
Total	**$**	**823,910**

SECTION 3: The following line item appropriations of the New Elevated Water Tank Project Ordinance shall be amended as follows:

New Elevated Water Tank Project		823,910
Total	**$**	**823,910**

This Amendment:

* recognizes funds transferred from the Water and Sewer Enterprise Fund for additional project cost.

SECTION 4: Copies of this amendment shall be made available to the Budget Officer and the Finance Director for direction in carrying out this project.

Adopted this the 17th day of February, 2025.

_____
David Bunn, Chairman

_____
Kristen G. King, Clerk to the Board

Franklin County Commissioner's Agenda Information Sheet

Requested Meeting Date: February 17, 2025 # of attachment(s) 1

Item Title: Releases, Adjustments, Refunds and Tax Collection Report

Initiated by (Name, Job Title): John Preston, Tax Administrator

Board action proposed: Receive report and consider approval.

Is this a consent agenda item? Yes

Is a public hearing needed? No

Summary of Request: The Franklin County Tax Department is requesting the Franklin County Board of Commissioners to receive the January 2025 Report to the Commissioners and consider approval.

ATTACHMENTS:
January 2025 Report to Commissioners

County of Franklin

North Carolina

Office of Tax Collector

MEMORANDUM

TO: Franklin County Commissioners

FROM: John Preston, Tax Administrator

DATE: February 4th, 2025

SUBJECT: Releases, Adjustments, Refunds, and Tax Collection Rate

Please review and approve the January releases, adjustments, and refunds. The current collection rate is provided for your information.

Total release amount for January 2025 – $3,311.38
(Total release amount for January 2024 – $4,054.74)

Total adjustment amount for January 2025 - $4,591.13
(Total adjustment amount for January 2024 – $3,184.27)

Total refund amount for January 2025 - $4,954.75
(Total refund amount for January 2024 - $6,741.33)

Total NCVTS refund amount for January 2025 - $4,326.23
(Total NCVTS refund for January 2024 - $2,524.21)

The 2024 county collection rate as of January 2025 – 93.52%
(The 2023 county collection rate as of January 31, 2024 – 94.05%)

Please do not hesitate to contact the Tax Collector's Office if more detailed information is desired.

John Preston
Franklin County Tax Administrator

P.O. Box 503 / 127 S Bickett Blvd.
Louisburg, NC 27549
Telephone: (919) 496-2172

Franklin County Commissioner's Agenda Information Sheet

Requested Meeting Date: February 17, 2025 # of attachment(s) 1

Item Title: Girl Scout Week Proclamation

Initiated by (Name, Job Title): Kristen G. King, Clerk to the Board

Board action proposed: Consider approval.

Is this a consent agenda item? Yes

Is a public hearing needed? No

Summary of Request: Consider approval.

ATTACHMENTS:
Girl Scout Week Proclamation 2025

Franklin County
NORTH CAROLINA
A Research Triangle Region Community

FRANKLIN COUNTY BOARD OF COMMISSIONERS
PROCLAMATION
Girl Scout Week 2025

WHEREAS, March 12, marks the 113th anniversary of Girl Scouts of the USA, founded by Juliette Gordon Low in 1912 in Savannah, Georgia; and,

WHEREAS, Throughout its distinguished history, Girl Scouting has inspired millions of girls and women with the highest ideals of courage, confidence, and character; and,

WHEREAS, Through the Girl Scout Leadership Experience girls gain knowledge and develop skills that will serve them a lifetime so that they may contribute to their communities; and

WHEREAS, Girl Scouting takes an active role in increasing girls' awareness of the opportunities available to them today in science, technology, engineering, math and the arts as well as other fields that can expand their horizons; and, Girl Scouts commit to taking action to support all girls, their families, and their communities; and

WHEREAS, Franklin County is specifically supported by the Girl Scouts of the North Carolina Coastal Pines Council and home to a dozen Girl Scout Troops of various ages representing the municipalities of Louisburg, Franklin, Bunn and Youngsville as well as the community of Lake Royale;

NOW, THEREFORE, the Franklin County Board of Commissioners does hereby applaud the commitment Girl Scouting has made to support the life and leadership development of girls and proudly proclaim the week of March 9-15 as Girl Scout Week 2025.

PROCLAIMED this the 17th day of February, 2025.

David Bunn, Chairman

Kristen G. King, Clerk to the Board
NCMCC, MMC

Franklin County Commissioner's Agenda Information Sheet

Requested Meeting Date: February 17, 2025 # of attachment(s) 1

Item Title: TNEA T-Hangar #45 Lease Agreement

Initiated by (Name, Job Title): Bo Carson, Airport Director

Board action proposed: Consider approval of t-hangar lease and authorize the County Manager to execute the lease agreement subject to review by the County Attorney or Staff Attorney.

Is this a consent agenda item? Yes

Is a public hearing needed? No

Summary of Request: Bo Carson, Triangle North Executive Airport (TNEA) Director requests the Board approve a two-year t-hangar lease agreement with Alan Herriman to store aircraft at the airport in t-hangar #45. The lease will initiate February 1, 2025 through January 31, 2027 at a revenue of $7,680 over three years to the airport.

ATTACHMENTS:
Alan Herriman - TNEA T-Hangar Lease Agreement #45 (February 1, 2025 - January 31, 2027)

Triangle North Executive Airport

Your first-class ticket to the Research Triangle Region, NC

T-Hangar Lease Agreement

THIS LEASE AGREEMENT entered this 1st day of February 2025 by and between Franklin County, North Carolina, hereinafter called "Lessor", and ALAN HERRIMAN, hereinafter called "Lessee".

LEASED PREMISES: Franklin County hereby leases to Lessee, and Lessee hereby accepts from Triangle North Executive Airport/Franklin County, as tenant, T-Hangar #45.

The undersigned Lessee hereby requests a T-Hangar at Triangle North Executive Airport (TNEA) to store their airplane and in consideration of the request being granted, agrees to the following:

1. REGISTRATION: Lessee shall provide the Airport Director with a copy of the permanent FAA Certificate of Aircraft Registration that has been completed for the airplane to be stored under this Lease, before occupying the t-hangar. If Lessee has a temporary registration or if there is any change of aircraft ownership, Lessee shall notify the Airport Director of any change within ten (10) days and shall have one hundred and twenty (120) days in which to acquire a permanent registration or another airplane before this Lease is canceled. If the registration is not in the name of the Lessee, a copy of a valid exclusive lease or other documentation showing an adequate possessory interest in the aircraft satisfactory to the Airport Director shall be provided.

2. INSURANCE: Lessee shall provide the Airport Director with a copy of his/her Certificate of Insurance for the airplane to be stored under this Lease, before occupying the hangar. Certificate must name Triangle North Executive Airport as "additional insured".

3. COMPLIANCE:

   a. Lessee shall abide by the Airport Rules and Regulations of Triangle North Executive Airport, Ordinances of the County of Franklin, Federal and State Statutes, and regulations of the Federal Aviation Administration including

environmental laws regarding the handling, discharge, release and dumping of hazardous substances.

b. Hazardous activities such as, but not limited to, welding, painting, doping, open fuel lines, open flame, or the application of hazardous substances are expressly prohibited.

c. Aircraft shall be removed from the T-Hangar for any activity involving the draining or adding of fuel products.

d. Lessee shall keep the T-Hangar clean and free of grease, oil, rags, paper and other debris. Oily rags shall be kept in metal containers with a tight-fitting lid.

e. Storage of items not related to aviation is prohibited, except as noted in paragraph 6: Electrical Appliances.

f. If Lessee fails to maintain the T-Hangar as required herein, corrective action may be taken at the expense of the Lessee upon ten (10) days notification.

g. The Airport reserves the right to enter the T-Hangar at any time to ensure compliance with this Agreement. Lessee shall provide a key or code to their lock for the T-Hangar.

h. Airplanes may not be parked outside in front of T-Hangars on ramp unattended at any time.

i. All aircraft in T-Hangar must be currently airworthy unless approved with the prior written approval of the Airport Director.

j. Aircraft stored in T-Hangar must be listed with the Franklin County Tax Assessor with appropriate taxes paid as required.

4. STORAGE OF AERONAUTICAL AND NONAERONAUTICAL ITEMS: Lessee shall not store material or equipment, use inflammable liquids or gases, or allow their premises to become in such a condition so as to violate, in any manner, the fire code in force in the area of the airport. Storage of fuel is restricted to the fuel cells/tanks of the stored airplane hangar.

   The Lessee understands that the FAA clarifies that storage of nonaeronautical items in hangars is allowed provided they do not interfere with the intended aeronautical use of the hangar and are allowed by the airport sponsor.
   https://www.faa.gov/airports/eastern/nyado_bulletin/media/17-004-faa-policy-on-the-non-aeronautical-use-of-airport-hangars.pdf

5. ALLOWABLE MAINTENANCE, Preventative Maintenance, Rebuilding, and Alteration of Aircraft by T-hangar Lessee in aircraft storage spaces at Triangle North Executive Airport (TNEA): According to 14 CFR Part 43, Maintenance, Preventive Maintenance, Rebuilding, and Alteration, the holder of a pilot certificate issued under 14 CFR Part 61 may perform specified preventive maintenance on any aircraft owned or operated by that pilot, as long as the aircraft is not used under 14 CFR Part 121, 127, 129, or 135. The link to the pamphlet below provides information on authorized preventive maintenance. The

Lessee acknowledges reading and understanding this pamphlet. All engine run-ups for maintenance purposes will be conducted so as not to disturb other tenants or surrounding residential communities. If independent maintenance is done by a third party, the Lessee shall ensure that the third party has entered into and complied with the operating agreement of the TNEA before any work is begun. The Lessee shall notify the Airport Director if a third party will be used by the Lessee.

https://www.faasafety.gov/files/gslac/library/documents/2011/Aug/56398/FAA%20P-8740-15%20Maintenance%20Aspects%20of%20Owning%20Your%20Own%20Aircraft%20%5bhi-res%5d%20branded.pdf

6. OPERATIONAL AIRCRAFT: The FAA clarifies that aircraft down for repair and maintenance are still considered "operational aircraft" and may be kept in hangars at the discretion of airport sponsor.

7. EXPERIMENTAL AND KIT AIRCRAFT: Triangle North Executive Airport (TNEA) allows noncommercial experimental and kit aircraft builders within aircraft storage spaces. FAA published a policy update to the Federal Register on June 15, 2016 focusing on hangar use at federally obligated airports. The update will take effect July 1, 2017 and is meant to be a clarification of "how aviation facilities - including hangars "can be used on airports. The new FAA definition includes both noncommercial aircraft construction as an aeronautical activity and final assembly. https://www.aopa.org/news-and-media/all-news/2016/june/15/faa-clarifies-hangar-use-policy

8. STRUCTURAL MODIFICATION:
   a. No structural or electrical modifications, painting or alterations will be made to the T-Hangar without the prior written approval of the Airport Director.
   b. Lessee shall not attach any hoisting, winching or holding mechanism to any part of the T-Hangar, or pass any mechanism over the beams or braces thereof. Floor mounted electrical retrieval winches, which meet Franklin County requirements, may be installed in T-Hangars with the prior written approval of the Airport Director.

9. ELECTRICAL APPLIANCES: Limited electrical appliances are permitted in T-Hangar with prior approval of the Airport Director and payment of any applicable fees. Portable fans, televisions, refrigerators, coffee makers, radios, powered tow-bars, battery trickle chargers, vacuum cleaners and small air compressors are examples of allowed electrical appliances. Any appliance not having an explosion proof motor must be elevated at least eighteen (18) inches above the floor. Prohibited appliances include, but are not limited to, air conditioners, open flame heaters, heat lamps and stoves. NO extension cords or appliances, except refrigerators, shall remain connected to any electrical receptacle when the T-Hangar is not occupied by Lessee. Lessee shall not allow use of electrical power by any other person/lessee.

ELECTRICAL APPLANCES RELATED TO ENGINE HEATERS: In winter season, TNEA will allow FAA approved heating devices to warm engines prior to next day flight. At that time, extension cords can be allowed to provide electricity to FAA approved item if on a timer or controlled through an Internet of Things (IOT) device. If situation occurs where device is needed more than the night before, permission will need to be granted by the airport sponsor.

10. MOTOR VEHICLES:

    a. Short term, up to seventy-two (72) hours, parking is allowed in the T-Hangar while the airplane is out, provided, a key for the vehicle remains in the ignition or provided to the Airport Director for moving the vehicle in case of emergency. Longer term parking in the T-Hangar is allowed with permission of the Airport Director. Storage of vehicles in T-Hangar is not allowed. In addition, vehicles may not remain parked adjacent to or around the T-Hangar building at any time.

    b. Vehicles shall drive on the T-Hangar ramp area for loading, unloading or storage only. Vehicles shall be driven on the aircraft operations area only by a licensed driver at a speed not to exceed twenty-five (25) miles per hour. Lessee shall maintain acceptable limits of liability and property damage insurance on its vehicle and will exercise all controls and restraints necessary as to its employees, agents, and invitees so as to comply with this limited permitted use.

    c. Lessee is allowed to leave vehicle in the terminal parking lot while out of town not to exceed seventy-two (72) hours. Longer term parking in the terminal parking lot is allowed with permission of the Airport Director.

11. ENGINE OPERATION: No aircraft engine shall be operated in a negligent manner so that the propeller or exhaust blast may cause injury to persons or damage to property.

12. PROPERTY DAMAGE: Franklin County/Triangle North Executive Airport assumes no liability for damage to or loss of aircraft or other personal property owned by the lessee or stored under this Lease at the Airport. Aircraft and other approved personal property are stored at Lessee's sole risk. Any insurance protecting Lessee shall provide a copy of all insurance policies covering lessee's personal property to the Airport Director.

13. INDEMNIFICATION: To the extent not covered by insurance carried for Franklin County and Triangle North Executive Airport's benefit (The County), Lessee shall indemnify and hold harmless the County and for all liability claims from any source for damages, suits, judgments, cost and expenses, to include reasonable attorney's fees, which may be incurred by the County by reason of any act or omission of the Lessee, its employees, agents or other entities for whom the Lessee is or may be legally liable asserted by any person or persons, on account of: (a) the death of or injury to any person, (b) loss of or damage to property, (c) the violation of any FAA security requirements by any person using the leased premises, or gaining access to restrict areas of the airfield over or through premises leased or controlled by Lessee; resulting from Lessee's activities to also include any assignments and operations when applicable, or any act or omission by the Lessee while exercising the rights and privileges granted in this

Agreement; excepting, however, any claims, actions, liability, or expense which may be incurred by the reason of the negligence of Franklin County.

14. COMMERCIAL ACTIVITY: No commercial or revenue-producing activities shall be conducted or permitted from any T-Hangar without prior written approval of the Airport Director.

15. ASSIGNMENT: This Lease may not be assigned in whole or in part to any other third party. It is understood and agreed that this lease is particular to the Lessee personally and to said Lessee's designated aircraft.

16. AMENDMENTS: This Lease may be amended only by joint written agreement of both parties and executed by both parties.

17. APPEAL: Lessee shall have ten (10) days from notice of termination of this Lease. Notice shall be mailed first class to the Lessee's listed mailing address and posted on the leased door. Notice of appeal shall be delivered to the Airport Director within ten (10) days of the notice of default. The County Manager shall conduct a hearing. The decision shall be final.

18. NOTICE OF LIEN: County of Franklin shall have a possessory lien, from the date rent is unpaid and due, in all personal property stored on the airport property and specifically in any T-Hangar rented by the Lessee. Property stored in the T-Hangar may be sold to satisfy the lien of Lessee that is in default. In order to provide notice of sale to enforce the County's possessory lien, Lessee shall disclose any lien holder or secured parties who have an interest in property that is or will be stored in the T-Hangar.

19. AGREEMENT & ACKNOWLEDGEMENT: Lessee hereby agrees to all above and acknowledges receipt of one copy of the Airport's Rules & Regulations and Safety Guidelines.

20. GATE CARD ACCESS: Lessee will be assigned up to two (2) gate card access proximity cards for eight dollars ($8.00) each or ten dollars ($10.00) per fob for vehicle access for their T-Hangar. Documentation of valid driver's license is required for issuance of Proximity Gate Cards. Proximity Card(s) will be renewed upon updated documentation on July 1 of every year. Any replacement/loss of card(s) will be assessed a ten dollars ($10.00) fee per card.

21. FUEL AND AVIATION-RELATED PURCHASES: All fuel and aviation-related purchases to include oil will be paid for by cash, check or credit card at time of transaction unless otherwise approved by the Airport Director. A valid credit card is required on file. If tenant is past due on their invoice, the amount will be transacted by credit card on file on the 11th day of the month. If card is invalid, a late fee of one and one half (1.5) percent per month will be charged. If an account is more than thirty (30) days delinquent, no further purchases of any type may be made by the individual or entity until the past due account is fully satisfied.

22. T-HANGAR EXIT GUIDELINES: Upon expiration, cancellation or termination of Lease, Lessee shall leave T-Hangar in a clean and orderly fashion. A walk through of the T-Hangar will be conducted before expiration, termination or cancellation of Lease to assess any damages or address any issues to the T-Hangar for payment consideration. Upon exit of T-Hangar, all gate proximity card(s) will be provided back to the Airport Director. Any loss of card(s) will be assessed a ten-dollar ($10.00) fee per card.

23. TERM OF LEASE OF PREMISES. The term of the Lease of T-Hangar #45 shall be for a period of 24 months, commencing on the 1st day of February, 2025, and running through the 31st day of January, 2027, unless sooner terminated in accordance with the provisions of this Lease.

24. RENEWAL OF TERM. The lease may be renewed by mutual agreement of both parties so long as the tenant has satisfactorily performed all responsibilities set forth in this lease.

25. LEASE of T-Hangar #45: Three thousand eight hundred forty ($3,840.00) dollars per year to be paid in advance. Lessee may elect to pay monthly at a cost of three hundred twenty ($320.00) dollars due on the first day of each month.

26. LEASE TERMS:

    a. Lessee shall pay the appropriate lease amount in advance for each month the T-Hangar is assigned to the Lessee without notice.

    b. The Lease shall be due on the first day of each month and shall be considered delinquent if not paid by the 10th calendar day of the month. If the Lease is not received by the tenth day of the month, or if mailed postmarked by the tenth of the month, Lessee will be subject to a fifteen ($15) dollar late payment fee. If the Lease is still not received by the end of the month, it will be grounds for the immediate cancellation of this Lease, without further notice to the Lessee, and the removal of the aircraft from the T-Hangar.

    c. If Lessee pays the full year's lease in advance, the Lessee will receive a five (5%) percent discount of the annual cost. Advanced payment must be received no later than the 10th day of the executed Lease for discount to be applied.

    d. T-Hangar Lease is for the time agreed upon in this Lease. Lessee may be allowed to exit hangar lease if all of the following guidelines are met to include:
        1. Aircraft has been sold and information provided to Airport Director
        2. Aircraft has been damaged/totaled beyond repair and replacing aircraft will exceed one hundred and twenty-day (120) period.
        3. Sixty (60) day notice given to the Airport Director in writing
        4. Account is paid in full to date

    e. If Lessee pays the full year's lease in advance and receives a five (5%) percent discount of the annual cost, no refund will be given if Lessee exists lease early.

27. BREACH: In the event of a breach of Lease by Lessee, the Airport shall have the right to evict the Lessee by action in the Franklin County Court and seek repossession, damages and the right to sell the Lessee's possessions to cover damages and cost.

T-HANGAR #45, attached map incorporated by reference.

LESSEE:

Name: Alan Herriman
Address: 2910 Thoreau Drive, Durham, NC 27703
Phone: 269-547-9913
Email: alherriman@gmail.com

AIRCRAFT:

Registration: N7185W
Make/Model: Piper PA-28-180
Serial Number: 28-996

Signed (Lessee) Alan Herriman Date: 2-3-2025

Signed (County Manager) _____ Date: _____

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

JAMIE HOLTZMAN
Franklin County
Finance Director

Approved As To Form

COOPER C. BOLTON
Franklin County Staff Attorney

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Private Hangar Franklin County
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Triangle North Executive Airport
Your first-class ticket to the Research Triangle Region, NC
Revised 1/16/2025

Franklin County Commissioner's Agenda Information Sheet

Requested Meeting Date: February 17, 2025 # of attachment(s) 0

Item Title: North State Medical Transport Franchise Agreement - New Franchisee

Initiated by (Name, Job Title): Matt Masters, Emergency Medical Services Director

Board action proposed: The Board is asked to approve Midwest Medical Transport d/b/a MMT Ambulance as the new franchisee for the North State Medical Transport Franchise Agreement, pending successful acquisition.

Is this a consent agenda item? Yes

Is a public hearing needed? No

Summary of Request: Matt Masters, Emergency Medical Services Director, requests the Board consider approval of Midwest Medical Transport d/b/a MMT Ambulance (MTT) as the new franchisee for the North State Medical Transport Franchise Agreement, pending successful acquisition. On October 4, 2021, the Board approved a five-year Franchise Agreement with North State Investment Group, LLC d/b/a North State Medical Transport to operate and maintain Advance Life Support and Basic Life Support transportation services in Franklin County. MTT is in the process of acquiring North State Medical Transport and would like to assume all of its agreements to continue service to Franklin County uninterrupted. The overall acquisition has been approved by the North Carolina Office of EMS. The County's Emergency Medical Services Ordinance requires approval from the Board for any change in ownership or control of any franchise service after the date of the franchise issuance.

North State Medical Transport has informed the County they do not anticipate any negative effects due to the acquisition. They anticipate the ability to transport a larger population base from Maria Parham facilities (Henderson and Louisburg) due to the increased resources they will have on hand. Their operational changes are expected to stay the exact same, with the same leadership group and same procedures in place. In order to maintain continuity of service, this agreement will need to be approved prior to the acquisition.

Franklin County Commissioner's Agenda Information Sheet

Requested Meeting Date: February 17, 2025 # of attachment(s) 1

Item Title: **Judicial Complex - Town of Louisburg Agreement**

Initiated by (Name, Job Title): Ryan Preble, Interim County Manager

Board action proposed: Consider approval of the Agreement with the Town of Louisburg and authorize the County Manager to sign all documents necessary to effectuate the agreement with County Attorney approval.

Is this a consent agenda item? No

Is a public hearing needed? No

Summary of Request: The Board is asked to approve the agreement with the Town of Louisburg in support of the Judicial Complex project. This agreement modifies the 2021 Agreement with the Town which includes that the County will pay for 100% of the relocation of the underground utilities needed to construct the Judicial Complex. It also authorizes the purchase of Parcel ID# 031340 at fair market value. Fair market value will be determined by appraisal by a certified appraiser. By approving this Agreement the Board is asked to approve the terms of the agreement and authorize the County Manager to sign any documents necessary to effectuate the agreement.

ATTACHMENTS:
Judicial Complex - Town of Louisburg Agreement

AGREEMENT BETWEEN THE TOWN OF LOUISBURG AND FRANKLIN COUNTY

THIS AGREEMENT is made and entered into this ___ day of _____, 2025, by and between Franklin County (hereinafter referred to as "County") and the Town of Louisburg (hereinafter referred to as "Town").

WHEREAS, the County and Town entered into a Memorandum of Agreement dated September 20, 2021 (hereinafter referred to as "2021 Agreement"), which demonstrated support for the planning and construction of a Judicial Complex in downtown Louisburg, including support for the realignment of streets and access points to ensure design efficiency and facility security, and property exchanges; and

WHEREAS, on February 11, 2025, the Town has taken the necessary steps to close West Johnson Street in support of the design of the Judicial Complex, which will ensure design efficiency and facility security; and

WHEREAS, the County and Town recognize the need to address changes and incorporate additional terms to facilitate the continued partnership and completion of the Judicial Complex;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the County and Town agree as follows:

1. Acknowledgment and Completion of the 2021 Agreement. The Town reaffirms its commitment to the terms of the 2021 Agreement, and will take the following steps to fulfill the agreement to support the expansion of the Judicial Complex:

    a. Take all necessary actions to complete the closure of West Johnson Street as approved by the Town Council on February 11, 2025, which include but are not limited to, filing a certified copy of the order to close the street in the office of the Franklin County Register of Deeds. The Town shall authorize the appropriate personnel to communicate with and submit the necessary paperwork to the NC Department of Transportation no later than February 18, 2025 to close West Johnson Street.

    b. Cooperate fully with the construction of the Judicial Complex, including the relocation of the underground utilities needed to construct the Judicial Complex in downtown Louisburg.

2. Utility Relocation Cost-Sharing. The Town and the County agree to modify the 2021 Agreement to include a cost-sharing arrangement for the relocation of underground utilities as follows:

a. The County shall pay 100% of the total cost for the relocation of the underground utilities needed for the construction of the Judicial Complex in downtown Louisburg. It is understood that the scope is currently the relocation of the utilities that traverse the parking lot between West Johnson Street and West Nash Street, nearest to Church Street.

b. The County shall work with the Town to obtain the scope and cost of the relocation, and the Town shall provide all necessary approvals, permits, and authorizations without undue delay.

c. The establishment and changes to the scope or cost of the relocation must be approved in writing by both the County and the Town before implementation.

d. The Town shall indemnify, defend, and hold harmless the County for any claims, damages, or expenses arising from the utility relocation work, except to the extent caused by the County's negligence or willful misconduct.

3. The County's Purchase of Parcel ID# 031340. The County and Town agree to the sale and purchase of Parcel ID# 031340 under the following conditions:

a. The Town shall sell to the County, free and clear of all encumbrances, liens, easements, or other title defects, and the County shall purchase from the Town, Parcel ID# 031340 at fair market value.

b. To establish the fair market value, the County shall obtain an appraisal of the property from a certified appraiser within 30 days of this executed Agreement.

c. If the Town disputes the County's appraisal, the Town may obtain its own appraisal from a certified appraiser at its expense within 30 days of receiving the County's appraisal.

d. If the Town obtains its own appraisal, the fair market value shall be determined as the average of the two appraisals. If the Town does not obtain its own appraisal within 30 days, the County's appraisal shall establish the fair market value.

e. Once the fair market value is determined, the County and Town shall authorize the Town Manager and County Manager to execute the attached Purchase Agreement with the fair market value identified within 15 days of receiving the final appraisal. The Attached Purchase Agreement is incorporated herein by reference as fully set forth herein.

f. The Purchase Agreement shall include a contingency provision stating that the County's obligation to purchase Parcel ID# 031340 is contingent upon the DOT's closure of West Johnson Street as approved by the Town Council on February 11, 2025.

4. Authority to Execute Necessary Documents. The County Manager and Town Manager are hereby authorized to sign any and all documents necessary to effectuate the terms of this Agreement, including but not limited to permits, authorizations, purchase agreements, and contractual obligations related to the implementation of this Agreement.

5. Dispute Resolution. In the event of a dispute arising under this Agreement, the parties shall first attempt to resolve the matter through mediation, with each party designating an authorized representative to attend and negotiate in good faith. Mediation fees shall be equally divided between the parties.

6. General Provisions.

    a. This Agreement represents the entire understanding between the parties regarding the subject matter herein and supersedes any prior oral or written agreements, except for the 2021 Agreement as amended herein.

    b. This Agreement may be amended only in writing by mutual consent of both parties.

    c. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

    d. Each signatory warrants that they have full authority of their respective Council/Board to execute this Agreement.

    e. Both parties agree to maintain accurate records of actions taken under this Agreement and retain such records for a minimum of five years after completion of obligations herein.

7. Enforcement & Remedies.

    a. This Agreement shall be specifically enforceable, and in the event of a breach by either party, the non-breaching party shall have the right to seek specific performance, injunctive relief, and/or damages, including but not limited to consequential and incidental damages, as allowed by law.

    b. If any legal action or proceeding is initiated to enforce the terms of this Agreement or to recover for a breach hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs, and litigation expenses in addition to any other relief granted.

    c. The rights and remedies provided herein shall be cumulative and in addition to any other remedies available at law or in equity.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

FRANKLIN COUNTY

ADOPTED this the _____ day of _____, 2025.

_____
David Bunn, Chairman

Pre-Audited:

Franklin County Finance Director

_____

Approved at to form by Franklin County Attorney

_____

TOWN OF LOUISBURG

ADOPTED this the _____ day of _____, 2025.

_____
Christopher Neal, Mayor

REALTORS® CommercialAlliance
REALTOR® North Carolina Association of REALTORS®

AGREEMENT FOR PURCHASE AND SALE OF LAND

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between
Franklin County, a body politic and a subdivision of the State of North Carolina.
(individual *or* State of formation and type of entity)
and
a (n) Town of Louisburg, a body politic ("Seller").
(individual *or* State of formation and type of entity)

(NOTE: If the Buyer or Seller is an entity, in order to form a binding agreement and complete a transaction, the entities listed as Buyer or Seller in this Agreement should be validly formed and in good standing with the Secretary of State in the State of formation of the entity.)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "**Property**": (Address) West Johnson Street, Louisburg, NC 27549, containing all of parcel 031340, consisting of approximately .99 acres. This property described in Deed Book 1660 Pages 646 Franklin County

Plat Reference: As shown on Plat Book 1997 at Page 369, Franklin County.

X If this box is checked, "Property" shall mean that property described on **Exhibit A** attached hereto and incorporated herewith by reference, together with all buildings and improvements thereon and all fixtures and appurtenances thereto.

$FMV- TBD (b) **"Purchase Price"** shall mean the FMV-TBD

or, if this box is checked ❑ , Purchase Price shall mean the sum of $_____ per gross acre ("Price Per Acre") as determined by a survey obtained by Buyer prior to the expiration of the Examination Period ("Survey"). Buyer shall provide a copy of the Survey to Seller not later than the expiration of the Examination Period. The purchase price shall be determined by multiplying the Price Per Acre by the number of gross acres as determined by the Survey. Adjustments to the amounts due under Sections 1(b)(ii) – 1(b)(iii) shall be made, as applicable, to reflect any adjustment in the Purchase Price in accordance with this provision. The Purchase Price shall be payable on the following terms:

$ 0.00 (i) **"Earnest Money"** shall not be required.

The Earnest Money shall be deposited in escrow with **N/A** (name of person/entity with whom deposited-"Escrow Agent") within five (5) calendar days of the Contract Date, to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein. Should Buyer fail to deliver the Earnest Money by the date required hereunder, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice of such dishonor to deliver cash, official bank check, wire transfer or electronic transfer to the Escrow Agent. If Buyer fails to deliver the required funds within one (1) banking day after written notice, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received acknowledgement by Escrow Agent of its receipt of funds from Buyer. If the Escrow Agent has not delivered to the Seller the acknowledgement of Earnest Money on the last page of this Agreement by the calendar day following the date the Earnest Money is required to be delivered hereunder, it shall be presumed that the Earnest Money was not delivered by the required time (unless, upon the written request of Seller, Escrow Agent can provide proof of its receipt of the Earnest Money by the required time). Buyer and Seller consent to the disclosure by the Escrow Agent, to the parties to this Agreement, the Broker(s) and any Buyer lender, of any material facts

© 7/2022

Buyer Initials _____ _____ Seller Initials _____ _____

pertaining to the Earnest Money.

❑ **ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND:** ***(check only ONE box)***

❑ **ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: _____)**

❑ **ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.**

$_____ (ii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of _____ Dollars being payable over a term of _____ years, with an amortization period of ____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of_____ percent (_____%) per annum in the amount of $_____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. **(NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)**

$N/A (iii) **Cash, balance of Purchase Price**, at Closing in the amount of **the purchase price**.

Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of any loan Buyer intends to obtain in connection with the transaction contemplated by this Agreement. **(Note: Buyer's obligations under this Agreement are not conditioned upon obtaining or closing any loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Examination Period allows sufficient time for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.)**

(c) **"Closing"** shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before the 30th day following the examination period, subject to the contingencies in Exhibit B.

TIME IS OF THE ESSENCE AS TO THE CLOSING DATE FOR THE BUYER.

(d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller.

(e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on the 120th day **– But see contingencies in Exhibit B**

(f) **"Broker(s)"** shall mean: N/A _("Listing Agency"),

_____("Listing Agent" – License #_____)

Acting as: Seller's Agent; ❑ Dual Agent

and _____ ("Selling Agency"),

_____ ("Selling Agent"- License #_____)

Acting as: ❑ Buyer's Agent; ❑ Seller's (Sub)Agent; ❑ Dual Agent

(g) **"Seller's Notice Address"** shall be as follows:

_____

_____

e-mail address:_____ fax number:_____

except as same may be changed pursuant to Section 12.

(h) **"Buyer's Notice Address"** shall be as follows:

Gena Walling McCray, PLLC, and assigns, 215 Court Street, Louisburg, NC 27549

e-mail address: gmccray@attorneymccray.com fax number:_____

except as same may be changed pursuant to Section 12.

X (i) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. **(Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)**

❑ (j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.

❑ (k) If this block is marked, additional terms of this Agreement are set forth on the Back Up Agreement Addendum (Form 581A-T) attached hereto and incorporated herein by reference.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, **and/or Exhibit C, as applicable,** if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), and other conveyance fees or taxes required by law, any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Agreement other than those fees required to be paid by Buyer in this Section 3 below, and the following:

_____

_____.

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement, charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, any costs or charges for determining restrictive covenant compliance, and the following:

_____

_____.

Each party shall pay its own attorney's fees.

Deferred/Rollback Taxes: Buyer ❑ intends to continue ❑ does not intend to continue the existing present use valuation property tax deferral(s) relating to the Property. In the event the Buyer intends to continue the existing present use valuation property tax deferral(s) relating to the Property, Buyer shall be responsible for making all necessary applications for continuation of the existing present use valuation property tax deferral(s) relating to the Property and shall be responsible for payment of any deferred/rollback taxes applicable to the Property.

If Buyer does not intend to continue the existing present use valuation property tax deferral(s) relating to the Property, ❑ Seller ❑ Buyer shall be responsible for payment of any deferred/rollback taxes applicable to the Property.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer, as soon as reasonably possible after the Contract Date, copies of all material information relevant to the Property in the possession of Seller, including but not limited to: information regarding matters

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detailed on Form 502- Land Information Worksheet, title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all hard copy materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, following release of the Earnest Money, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof. Notwithstanding the above provisions regarding delivery and return of information and documentation, should there exist a separate non-disclosure, confidentiality, or similar agreement between Buyer and Seller, the terms of which conflict with this provision insofar as delivery and return of information and documentation, then the terms of such non-disclosure, confidentiality, or similar agreement shall control as to the delivery and return of information and documentation.

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(b) **Same Condition**: If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(c) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of investigating matters such as those detailed on Form 502- Land Information Worksheet, conducting timber cruises, and examining and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(c) and agrees to indemnify and hold Seller harmless

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from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(a) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

X If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

❑ If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases"), and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit C**. Seller represents and warrants that, as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit C;**

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 3 as if the Leases were listed therein;

(c) Seller represents and warrants that, as of the Contract Date, there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 3. Seller agrees not to commit a Lease Default as Landlord after the Contract Date; and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) During the Examination Period, Buyer and Seller shall cooperate in good faith to determine if any Lease shall be terminated prior to Closing or shall continue after Closing. As to any Lease determined to continue after Closing, Seller shall deliver an assignment of Seller's interest in such Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver such assignment of Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to work diligently to obtain any tenant signatures on any estoppel certificates in such form as Buyer may reasonably request and to work diligently to obtain any subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental/Physical Aspects of Property: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within any structures on the Property or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to: those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

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Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(c) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a general warranty deed unless otherwise specified on **Exhibit B** and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller, and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that notice given in accordance with Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

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Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments or (v) any caves, mineshafts, tunnels, fissures, open or abandoned wells, gravesites, pet cemeteries, animal burial pits or landfill operations (past or present) located at the Property, except as follows (Insert "None" or the identification of any matters relating to (i) through (v) above, if any):

_____

_____.

Note: For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) .a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c) **Owners' Association**: If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on **Exhibit B**.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in

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recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Business Entity

Franklin County
(Name of Entity)

By:_____

Name: Ryan Preble

Title: County Manager

Date: _____

Business Entity

Town of Louisburg
(Name of Entity)

By:_____

Name: _____

Title:_____

Date: _____

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WIRE FRAUD WARNING

To Buyers: Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

To Sellers: If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

_____
(Name of Escrow Agent)

Date:_____ By: _____

Escrow Agent's contact/notice information is as follows:
N/A

e-mail address: _____ fax number:_____

except as same may be changed pursuant to Section 12.

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EXHIBIT A

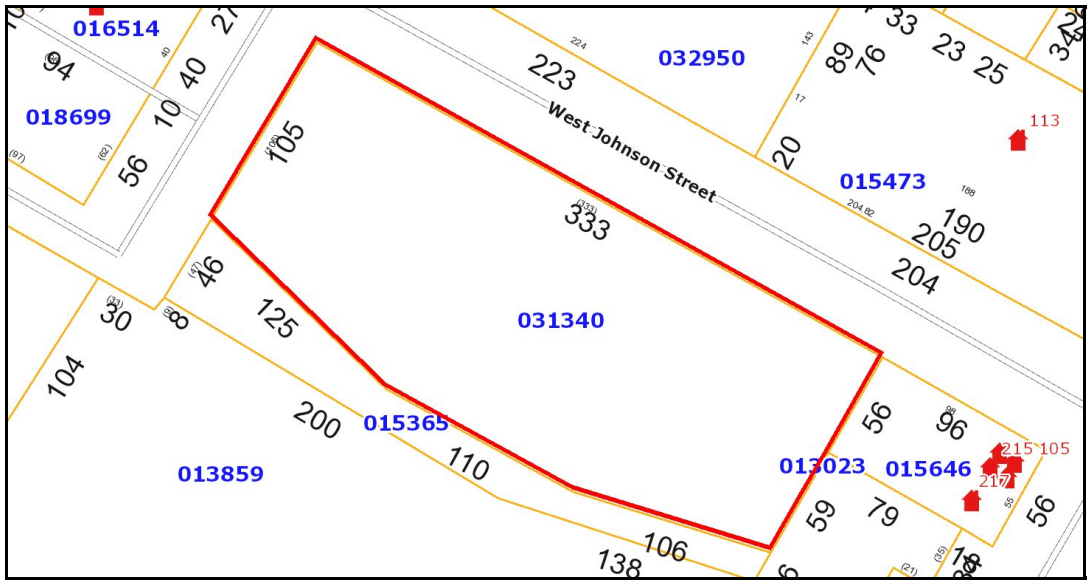
Franklin County, NC **Detailed Parcel Report** **Friday, February 7, 2025**

Parcel ID
031340

PIN
2805-65-0479

Owner Name
LOUISBURG TOWN OF THE

Owner Mailing Address
LOUISBURG, NC 27549



General Information

Approximate Acres	0.99	**Map Reference**	
Land Value	$99,190.00	**Building Value**	$0.00
Zoning	B 1		

LAST SALE

Date	Price	Book	Page
12/28/2007	$175,000.00	1660	646

Franklin County
NORTH CAROLINA
A Research Triangle Region Community

Franklin County
Tax/GIS
215 E. Nash Street
Louisburg, NC 27549

WARNING: THIS IS NOT A SURVEY.
This map is prepared for the inventory of real property found within this jurisdiction, and is compiled from recorded deeds, plats, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map. The County and mapping company assume no legal responsibility for the information contained on this map.

Exhibit B
to Agreement to Purchase and Sale of Real Property
By and Between
Town of Louisburg, Seller
and
Franklin County, Buyer

The terms set forth in this Exhibit are hereby incorporated into the underlying Agreement for Purchase and Sale of Land, and to the extent said terms are inconsistent with the language in said agreement, said terms shall control and the Parties further agree as follows:

1. The buyer, assigns and agents shall have access to the property to complete Phase I testing and Phase II testing, if needed.

2. It is understood that the buyer may need to complete a survey before closing. The Buyer will exercise diligence in securing the survey to meet the closing deadline. Both parties acknowledge that the completion of the survey may be a reason for extending the closing date.

3. The purchase of this property is contingent upon the DOT's closure of West Johnson Street from the intersection of South Main Street to the intersection of South Church Street. It is understood that a portion of the property from closure of West Johnson Street will be added to Parcel 031340.

_____ _____
Town of Louisburg, Seller Date

_____ _____
Franklin County, Buyer Date

Franklin County Commissioner's Agenda Information Sheet

Requested Meeting Date: February 17, 2025 # of attachment(s) 0

Item Title: **Chairman Appointments**

Initiated by (Name, Job Title): Kristen G. King, Clerk to the Board

Board action proposed: Consider approval of the Chairman's recommended appointments.

Is this a consent agenda item? No

Is a public hearing needed? No

Summary of Request: Chairman Bunn will present his appointments for 2025.

Franklin County Commissioner's Agenda Information Sheet

Requested Meeting Date: February 17, 2025 # of attachment(s) 0

Item Title: **Board Appointments**

Initiated by (Name, Job Title): Kristen G. King, Clerk to the Board

Board action proposed: Consider board appointments to various boards.

Is this a consent agenda item? No

Is a public hearing needed? No

Summary of Request: Appointments are needed to the following advisory boards.

- Airport Advisory Board
- Animal Services Advisory Board
- Board of Adjustment
- Planning Board
- Tourism Development Authority

Franklin County Commissioner's Agenda Information Sheet

Requested Meeting Date: February 17, 2025 # of attachment(s) 1

Item Title: **Firemen's Relief Fund Board of Trustees (White Level Fire District)**

Initiated by (Name, Job Title): Kristen G. King, Clerk to the Board

Board action proposed: Consider appointing Johnny Hight and Christopher House to the White Level Fire District's Firemen's Relief Fund Board of Trustees.

Is this a consent agenda item? No

Is a public hearing needed? No

Summary of Request: The Board is asked to consider appointing Johnny Hight and Christopher House to the Firemen's Relief Fund Board of Trustees for White Level Fire District. Pursuant to NCGS § 58-84-30, each county deriving benefits from the provisions of this Article, shall appoint a local board of trustees, known as the trustees of the local Firefighters' Relief Fund, to be composed of five members, two of whom shall be elected by the members of the local fire department who are qualified as beneficiaries of such fund, two of whom shall be elected by the mayor and board of aldermen or other local governing body, and one of whom shall be named by the State Fire Marshal. Appointments made by the local governing body shall be residents of the fire districts and serve at the pleasure of the governing body. There is no term limit for relief board members.

ATTACHMENTS:
White Level Fire District Recommendation - Firemen's Relief Fund Board of Trustees

Relief Fund Board of Trustees

White Level Rural Fire Department

2024 Certification Date	Certified By
1/9/2025	Linwood H. Powell

Board Trustees elected by Fire Department

Trustee #1

Bryan Gupton
442 Leonard Road
Louisburg, NC 27549
bgupton951@gmail.com
(919) 497-7102

Trustee #2

Linwood Powell
4065 N. NC 581
Spring Hope, NC 27882
whitelevelfirechief@gmail.com
9194273004

Board Trustees appointed by Local Government

Trustee #3

Johnny Hight
Baldy Murphy road
Louisburg, NC 27549
whitelevelfirechief@gmail.com
(919) 853-3550

Trustee #4

Christopher House
481 Wood Rd.
Louisburg, NC 27549
whitelevelfirechief@gmail.com
(919) 853-3550

Board Member appointed by State Fire Marshal

Trustee #5

Elwood Leonard
297 JB Leonard Road
Lousiburg, NC 27549
whitelevelfire@yahoo.com
(919) 853-3550

Franklin County Commissioner's Agenda Information Sheet

Requested Meeting Date: February 17, 2025 # of attachment(s) 0

Item Title: **VGCC Board of Trustees**

Initiated by (Name, Job Title): Ryan Preble, Interim County Manager

Board action proposed: Consider appointments.

Is this a consent agenda item? No

Is a public hearing needed? No

Summary of Request: In accordance with NCGS 115D-12, the Board is asked to appoint a trustee (a county commissioner) to the Vance-Granville Community College Board of Trustees. Trustees have authority and accompanying responsibility in the execution of governance and fiduciary responsibility to the college.