

AGENDA
GRANVILLE COUNTY BOARD OF COMMISSIONERS

Monday, April 17, 2023



Call to order @ 7:00 p.m.....Chair Russ May
Invocation and Pledge of Allegiance.....Commissioner Robert Williford

Consent Agenda

1. Approval of Grant-Funded Purchase of Automated External Defibrillators (p. 3)
2. Rescission of Computer Refresh/Replacement Program (p. 5)
3. Minutes (p. 7)

Public Comments

4. Public Comments (p. 45)

Sheriff Matters

5. Exchange of Surplus Weapons (p. 46)

Solid Waste Matters

6. Landfill Operations Contract Continuation/Clarification/Approval for Fuel Surcharge Component (p. 52)

Appointments

7. Granville County Library System Board of Trustees (p. 86)

County Manager's Report

8. Resolution Approving Conveyance of Personal Property to A Nonprofit Organization Pursuant to G.S. 160A-280 (p. 87)
9. County Manager's Report (p. 92)

County Attorney's Report

10. County Attorney's Report (p. 93)

Presentations by County Board Members

11. Presentations by County Board Members (p. 94)

Any Other Matters

12. Any Other Matters (p. 95)

Closed Session

13. Closed Session - G.S. 143-318.11(a)(3) - Attorney-Client Matter (p. 96)
14. Closed Session as allowed by G.S. 143-318.11(a)(4)- Economic Development (p. 97)



Granville County Emergency Management

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Latoya Henderson
Department: Emergency Management
Date: April 17, 2023
Title: **Approval of Grant-Funded Purchase of Automated External Defibrillators**

PURPOSE:

To consider the grant-funded purchase of 11 automated external defibrillators (AEDs) to be placed in multiple Granville County departments

BACKGROUND:

Granville County Emergency Management was awarded a grant through the Duke Energy Foundation for the sum of \$25,000 for the purchase of AEDs and shelter supplies. With sudden cardiac events, AEDs have proven to increase the chance of survivability. We recently have seen the effectiveness of AEDs with Damar Hamlin of the Buffalo Bills. Attached is a quote through Bound Tree Medical for 11 Phillips Heartstart FRX AEDs totals \$16,172.79.

FUNDING:

Funding is available through the Duke Energy Foundation Grant.

RECOMMENDATION:

The Granville County Emergency Management Director recommends approval to purchase 11 Phillips Heartstart FRX AEDs totaling \$16,172.79.

ATTACHMENTS:

AED's Quote from Boundtree Medical

ACTION TAKEN:



Quotation

PHONE (800) 533-0523 FAX (800) 257-5713
www.boundtree.com

Quote Number	104368868
Date	3/6/2023
Page	1 of 1
Expiration Date	05/05/2023
Entered By	AKELLOGG

Bill To 403113
GRANVILLE COUNTY EMERGENCY SERVICES
PO BOX 598
OXFORD, NC 27565-0598
US

Ship To SHIP001
GRANVILLE COUNTY EMERGENCY SERVICES
5662 Cornwall Road
OXFORD, NC 27565
US

Customer Number	Account Manager	Shipping Method	Payment Terms		Ref Number
403113	DAWN KEARNEY	BEST WAY	NET 30		10152204
Item Number	Description	Quantity	UofM	Unit Price	Ext Price
2746-304R01	FRx AED, Ready Pack, Includes Carry Case and Spare HeartStart SMART Pads II	11	EA	\$1,460.000	\$16060.00

Thank you for the opportunity to provide this quotation. If you have any questions or are seeking additional products, please contact your Account Manager or visit www.boundtree.com.

Subtotal	\$16,060.00
Freight	\$112.79
Tax	\$1,091.67
Total	\$17,264.46



Granville County Administration

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Korena Weichel, Assistant County Manager
Department: Administration
Date: April 17, 2023
Title: Rescission of Computer Refresh/Replacement Program

PURPOSE:

To rescind the Granville County Governing Body and Administration Computer Refresh/Replacement Program policy.

BACKGROUND:

The County Board of Commissioners previously adopted a four-year computer refresh/replacement schedule to address technology needs, and a supplemental policy to allow for older model devices to either be purchased or for members to assume ownership if the device no longer had any residual value.

Upon further assessment of Surface Pro device age and value parameters, it was determined that the supplemental policy adopted in August 2022 does not comply with statutes governing disposition of public property and therefore, the policy needs to be rescinded. The policy is attached to this agenda item for reference.

RECOMMENDATION:

County Administration recommends rescinding the Granville County Governing Body and Administration Computer Refresh/Replacement Program as adopted on August 8, 2022.

ATTACHMENTS:

Governing Body and Administration Computer Refresh/Replacement Program

ACTION TAKEN:

Granville County Governing Body and Administration

COMPUTER REFRESH/REPLACEMENT PROGRAM

Purpose

To establish a computer refresh/replacement program for Granville County governing body and administration as directed by the Granville County Information Technology Policy adopted in August, 2019. Section 4.5 of that policy reads:

4.5 Life Cycle Management. *In order to maintain the highest degree of security and productivity, Granville County staff will manage the life cycle of equipment in accordance with a countywide refresh policy. A support contract will be purchased and maintained for all business critical systems, servers, and software.*

Policy

In accordance with the Granville County Information Technology Policy, the governing body and county administration will observe a schedule to refresh/replace devices every four years.

Desktops/laptops taken out of service may be made available to the IT department for spare usage or provided to the finance department to surplus.

The IT department has pre-determined that Surface Pro devices have no residual value after approximately three years of use; therefore, the following procedures are in place for those devices:

- (1) If the device is less than three years of age, device users who are leaving County service may purchase their device at its residual value as determined by the IT department.
- (2) If the device has reached three years of age or more, device users who are leaving County service may assume personal ownership of their device at no charge.

Purchasing

Devices will be tracked on a replacement schedule and funding included each year in the annual budget as needed.

This policy will become effective upon adoption on August 8, 2022.



Granville County

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: April 17, 2023
Title: Minutes

PURPOSE:

To approve minutes of the June 20, 2022 Regular Meeting and the June 30, 2023 Emergency Meeting.

RECOMMENDATION:

County Manager recommends approval.

ATTACHMENTS:

June 20, 2023 Draft Minutes

June 30, 2023 Emergency Meeting Draft Minutes

ACTION TAKEN:

OXFORD, NORTH CAROLINA
June 20, 2022

The Members of the Honorable Board of Commissioners of Granville County, North Carolina met in a regular meeting on Monday, June 20, 2022, at 7:00 p.m. in the Auditorium, Granville Expo and Convention Center, 4185 US Highway 15 South, Oxford.

Present were:

Chair: Tony W. Cozart

Commissioners: Jimmy Gooch Timothy Karan
Sue Hinman Russ May
Zelodis Jay David T. Smith

County Manager: Michael S. Felts
Assistant County Manager: Korena Weichel
County Attorney: James C. Wrenn, Jr.

News Reporters: Amanda Dixon – *Butner-Creedmoor News*
David Murray – *Oxford Public Ledger*

MEETING CALLED TO ORDER

At 7:00 p.m., Chair Tony W. Cozart called the meeting to order. He then recognized Commissioner Jimmy Gooch for the invocation and Pledge of Allegiance.

CONSENT AGENDA APPROVED

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

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

General Contingency Balance	\$	14,000
School Bond D/S Contingency	\$	100,000
Environmental Disaster Contingency	\$	10,000
General Fund Appropriated Fund Balance	\$	6,154,148

- (B) Approved Budget Amendment #7 for Fiscal Year 2021-2022 as follows:

**Budget
Amendment #7
6/20/2022**

Be it ordained, the FY 2021-2022 Annual Budget Ordinance is hereby amended as follows:

GENERAL FUND

Expenditures: Increase/(Decrease)

General Government	
IT	64,000
Board of Elections	10,000
Finance	7,000
Human Resources	11,200
Public Safety	
Sheriff's Department	82,500
Emergency Management	9,000

Community Services					
			Cooperative Extension Service	9,500	
			County Library System	12,300	
Area Projects and Other Appropriations					
			Pass Thru Funds and Transfers	122,175	
			<i>Total Expenditures</i>		327,675
Revenues: Increase/(Decrease)					
			Restricted and Intergovernmental	131,175	
			Appropriated Fund Balance	196,500	
			<i>Total Revenues</i>		327,675
LANDFILL					
Expenditures: Increase/(Decrease)					
			Landfill Operations	39,500	
			<i>Total Expenditures</i>		39,500
Revenues: Increase/(Decrease)					
			Appropriated Fund Balance	39,500	
			<i>Total Revenues</i>		39,500
COUNTY HEALTH PLAN					
Expenditures: Increase/(Decrease)					
			Administration	150,000	
			<i>Total Expenditures</i>		150,000
Revenues: Increase/(Decrease)					
			Appropriated Fund Balance	150,000	
			<i>Total Revenues</i>		150,000
			Budget Amendment #7		
(For reference only)					Balance
General Fund/IT					
Expenditures: Increase/ (Decrease)					
10-	4122	381	License	\$11,000	\$221,000
10-	4122	399	IT Connectivity	\$53,000	\$283,000
Revenues: Increase/(Decrease)					
10-	3990	991	Appropriated Fund Balance	\$64,000	\$6,021,648
<i>Description: Fund Licensing and IT Connectivity expenditures.</i>					
General Fund/Human Resources					
Expenditures: Increase/ (Decrease)					
10-	4125	199	Professional Services	\$10,000	\$44,000
10-	4125	321	Telephone	\$1,200	\$1,400
10-	4125	370	Advertising	-\$2,000	\$2,000
10-	4125	381	Computer Services	-\$800	\$400
10-	4125	399	Contracted Services - Equipment	\$2,800	\$3,200
Revenues: Increase/(Decrease)					
10-	3990	991	Appropriated Fund Balance	\$11,200	\$6,032,848
<i>Description: Fund various overages in the Human Resources department.</i>					
General Fund/Board of Elections					
Expenditures: Increase/ (Decrease)					
10-	4170	125	Part-Time Salary	-\$5,000	\$616
10-	4170	131	Board Member Salaries	\$5,000	\$14,250
10-	4170	183	Health Insurance	-\$14,000	\$20,400
10-	4170	192	Legal Fees	-\$4,000	\$0
10-	4170	198	Contractual Services-Labor-COVID	\$6,000	\$6,000
10-	4170	199	Contractual Services-Labor	\$8,000	\$26,051
10-	4170	260	Supplies and Materials	\$4,000	\$13,000
10-	4170	312	Travel	-\$3,000	\$7,500
10-	4170	352	R&M - Equipment	-\$10,000	\$17,263
10-	4170	399	Contracted Services - Equipment	\$38,000	\$66,175
10-	4170	510	Capital Outlay	-\$15,000	\$85
Revenues: Increase/(Decrease)					

10-	3990	991	Appropriated Fund Balance	\$10,000	\$6,042,848
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Description: Adjust various BoE expenditures. Increase primarily due to May primary elections.

General Fund/Emergency Mgmt

Expenditures: Increase/ (Decrease)

10-	4330	603	Homeland Security Grant	\$9,000	\$9,000
10-	4330	219	Hurricane / Disaster Prep	(\$1,000)	\$0
10-	4330	360	Dues & Subscriptions	(\$1,000)	\$1,008
10-	4330	604	Tier II Grant Expenditures	\$2,000	\$2,000

Revenues: Increase/ (Decrease)

10-	3433	240	Homeland Security Grant	\$9,000	\$9,000
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Description: Fund Homeland Security Grant expenditures. AAR/IP Grant reimbursement has been requested by Emergency Mgmt.

General Fund/Cooperative Extension

Expenditures: Increase/ (Decrease)

10-	4950	234	Special Functions	\$2,000	\$2,000
10-	4950	235	United Way Expenditure	\$11,000	\$26,000
10-	4950	236	Family and Consumer Sciences	\$2,000	\$2,100
10-	4950	399	Contracted Services	(\$4,500)	\$25,500
10-	4950	510	Capital Outlay	(\$1,000)	\$1,500

Revenues: Increase/ (Decrease)

10-	3990	991	Appropriated Fund Balance	\$9,500	\$6,052,348
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Description: Fund additional United Way expenditures and adjust various expenditure amounts in the Cooperative Extension department.

General Fund/Pass Thru

Expenditures: Increase/ (Decrease)

10-	8580	101	Reg. Dds. Domestic Violence	\$1,000	\$3,550
10-	8580	103	Register Dds. Child Trst	\$175	\$600
10-	8580	105	Reg Dds. - Rec. & Natural Heritage	\$121,000	\$436,000

Revenues: Increase/ (Decrease)

10-	3418	415	Reg. Dds. Domestic Violence	\$1,000	\$3,550
10-	3418	413	Register Dds. Child Trst	\$175	\$600
10-	3240	110	Register Ds - State Excise	\$66,000	\$391,000
10-	3240	113	Excise Recreation/Heritage	\$55,000	\$360,000

Description: Reflect additional passing through of Register of Deed Excise and other taxes due to the State. Increase is likely due to higher than anticipated number of real estate transactions.

General Fund/Library

Expenditures: Increase/ (Decrease)

10-	6110	399	Contracted Services	\$10,000	\$45,616
10-	6110	600	Library Hotspot Initiative	\$2,300	\$5,500

Revenues: Increase/ (Decrease)

10-	3990	991	Appropriated Fund Balance	\$12,300	\$6,064,648
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Description: Fund greater than anticipated Contracted services and Hotspot grant. Have not yet received grant funds.

General Fund/Sheriff

Expenditures: Increase/ (Decrease)

10-	4310	122	Overtime	\$14,500	\$100,564
10-	4310	123	Separation Allowance	\$9,000	\$108,000
10-	4310	251	Gas, Oil and Tires	\$30,000	\$280,000
10-	4310	321	Telephone	\$9,000	\$64,000
10-	4310	341	Printing	\$1,000	\$4,500
10-	4310	354	Contract Services	\$15,000	\$75,000
10-	4310	396	Ammunition Expenditure	\$4,000	\$22,000

Revenues: Increase/ (Decrease)

10-	3990	991	Appropriated Fund Balance	\$82,500	\$6,147,148
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Description: Fund various overages in the Sheriff's department.

General Fund/Finance

Expenditures: Increase/ (Decrease)

10-	4130	121	Salaries	\$3,000	\$275,515
10-	4130	199	Professional Services	\$4,000	\$24,800
Revenues: Increase/ (Decrease)					
10-	3990	991	Appropriated Fund Balance	\$7,000	\$6,154,148

Description: Fund payout of exiting Finance personnel and temporary help to fill in for her until a permanent replacement hired.

Landfill Fund					
Expenditures: Increase/ (Decrease)					
60-	4729	126	Part-Time Salaries	\$7,500	\$25,000
60-	4729	181	FICA	\$1,000	\$1,331
60-	4729	199	Professional Services	\$30,000	\$45,000
60-	4729	321	Telephone	\$500	\$2,200
60-	4729	331	Utilities	\$500	\$2,500
60-	4729	511	Butner Concrete Pad Construction	(\$27,000)	\$0
60-	4729	599	Construction & Permitting	\$27,000	\$28,000
Revenues: Increase/ (Decrease)					
60-	3991	991	Appropriated Fund Balance	\$39,500	\$370,540

Description: Fund additional part-time salaries and temporary salaries for the materials management department of landfill.

County Health Plan

Expenditures: Increase/ (Decrease)					
85-	4200	193	Health Plan Admin	\$150,000	\$888,699
Revenues: Increase/ (Decrease)					
85-	3991	991	Appropriated Fund Balance	\$150,000	\$150,000

Description: Fund overages in Health Plan Administration costs.

(C) Approved Project Ordinance Amendment #1 – American Rescue Plan as follows:

Project Ordinance
American Rescue Plan Grant Project
Budget Amendment # 1 (during Fiscal Year 2022)
(Budget Amendment # 1 for project ordinance)

Be it ordained; the American Rescue Plan Grant Ordinance is hereby amended as follows:

Expenditures: Increase/(Decrease)		
Water/Waste Water infrastructure	(\$3,522,103)	
Broadband	(\$3,522,103)	
Economic Relief	(\$1,174,035)	
Healthcare	(\$3,522,103)	
Fiber Optic/GREAT Grant Expenditures	\$1,740,344	
Revenue Replacement	\$10,000,000	
Total Expenditures	\$0	

(For Reference Only)			
American Rescue Plan Grant Project			
Expenditure Increase/ (Decrease):			Balance
32-4000-001	Water/WasteWater Infrastructure	(\$3,522,103)	0
32-4000-002	Broadband	(\$3,522,103)	0
32-4000-003	Economic Relief	(\$1,174,035)	0
32-4000-004	Health Care	(\$3,522,103)	0
32-4000-005	Fiber Optic/GREAT Grant Funding	\$1,740,344	\$1,740,344
32-4000-006	Revenue Replacement (Trans. Gen Fund)	\$10,000,000	\$10,000,000

Description: *Reclassify spending categories for the American Rescue Plan as agreed upon by the Granville County Board of Commissioners on April 6, 2022.*

ESTABLISHMENT OF BUDGET LEVELS
American Rescue Plan
Grant Project Ordinance Budget Levels
(For County Auditors Reference)

Expenditures		Revenues	
Fiber Optic/GREAT Grant Expenditures	\$1,740,344	American Rescue Plan Funding	\$11,740.344
Revenue Replacement (Trans. To Gen Fund)	\$10,000,000		
Total Expenditures	\$11,740,344	Total Revenues	\$11,740,344

(D) Approved Grant Project Ordinance – National Opioid Settlement Project Ordinance as follows:

GRANT PROJECT ORDINANCE
National Opioid Settlement Project Ordinance

Be it Ordained by the Governing Board of Granville County, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1. The project authorized is the National Opioid Settlement Project to receive funds as defined in the Distributor Settlement dated as of July 21, 2021.

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

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

Project Description	
<u>Component</u>	<u>Amount of Proceeds</u>
National Opioid Settlement Expenditures	\$3,800,363
Total	\$3,800,363

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

<u>Component</u>	<u>Amount of Proceeds To Be Used</u>
National Opioid Settlement Proceeds	\$3,800,363
Total	\$3,800,363

Section 5. The Finance Director is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to satisfy the requirements as required by the Grant Agreement and Federal and State regulations. This grant project fund will be designated as a special revenue fund.

Section 6. The Finance Director is directed to report, on a periodic basis, on the financial status of each project element in Section 3 and on the total revenues received or claimed.

Section 7. Copies of this grant project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Director for direction in carrying out this project.

Adopted this 20th day of June, 2022

- (E) Approved authorizing the Finance Director to make changes to the Sheriff’s Execution Account signature card at Union Bank in Oxford to add on Korena Weichel, Steve McNally, Debra Weary, and John Hardy and remove previous signers.
- (F) Approved a Letter of Support of Delay of Issuance of CFSP (Child and Families Specialty Plan) Request for Proposal as approved to be sent to Secretary of DHHS

Kody Kinsley and Granville County's legislative delegation at the June 6, 2022 meeting.

SUMMER CIVIC LEADERSHIP PROGRAM-INTERN INTRODUCTIONS

Chair Cozart noted that the Board was also happy to be back into their recognitions and having their Summer Civic Leadership Program Interns. He continued that for the past couple of years, due to COVID concerns, the Board did not have the program, but he must admit it is very refreshing to see them at this meeting to be introduced. He then called on Charissa Puryear to introduce the class this year and address the Board with any comments that she would like to make.

Ms. Charissa Puryear stated that she would like to introduce the Summer Civic Interns for 2022. She stated that she was very excited and that she had a short amount of time with them as they had just started their first day in the department. She continued that they did have an opportunity to do some training last Thursday and Friday and she believed the Board would be very pleased with some of the activities and ideas that they have for the county. She then allowed them to introduce themselves individually. She noted that Courtney Williams from Granville Early College was not able to attend this meeting, but that she would meet the Board in July as she was representing Granville County in a volleyball tournament in Florida.

Kristopher Arias stated that he attends Granville Early College High School and is a rising senior; Jayla Gregory stated that she is also a rising senior at Granville Early College High School; MacKayla McBride stated that she attends Granville Early College High School and she is a rising senior; and Kenyan Smith stated that he is rising senior at J. F. Webb High School.

Chair Tony Cozart stated that the Board looks forward to their contributions and would like to challenge them to learn all they can about Granville County and to get all the experience they can. He stated further that obviously they have gone through a screening process, and it would not surprise him if they would not become an employee of Granville County one day and do even bigger and better things. He continued that he did share with Ms. Puryear earlier that he would like for them to do one thing for the Board when they return in August and that is for them to share recommendations on solving all of the Board's problems. He stated further that he has seen their schedules and it appears that they are in for a very busy summer.

Ms. Puryear stated that they are very appreciative of the departments taking time with each one of the students and the ones that are not able to host an intern or to do a lunch and

learn with them, they are still very excited for all the activities that they will be doing this summer.

Some board members made comments and welcomed them to the program.

AFTER HOLDING PUBLIC HEARING, BOARD APPROVED THE ADOPTION OF THE RESOLUTION FOR THE TOWN OF STOVALL REQUEST TO JOIN THE GRANVILLE COUNTY FIRE PROTECTION SERVICE DISTRICT

Chair Tony Cozart stated that the purpose of this item was to hold a public hearing in accordance with North Carolina General Statute §153A-303 to consider the request from the Town of Stovall to include the Town of Stovall in the Granville County Fire Protection Service and Rescue Service District effective July 1, 2022. He recognized Greg Grayson, North Carolina Fire Chief Consultant, for a brief overview.

Mr. Grayson thanked the Board for the opportunity to introduce this item to them. He continued that Granville County progressively adopted and approved a Fire Protection Service District for the unincorporated areas of Granville County that will become effective July 1, 2022 with the new fiscal year. He continued that the same statutes that enabled that for the county also enabled that for municipalities to make a request to be a part of that service district. It is considered an expansion of the service district and the statutes do allow that for municipalities to consider. Therefore, the Town of Stovall is making such a request tonight. He stated further that process is prescriptive, and he then reviewed the highlights of that request. He stated that it does require that a report be generated with a map and a plan to provide the essential services in accordance with the statute and meet all the state requirements as well. The Town making that request or the municipality does have to adopt a resolution in writing requesting the county to include that municipality in the service district and the Town of Stovall did that on May 10, 2022. The County Commissioners had to then call for a public hearing and this Board did call for that public hearing to be held tonight. He continued that next there had to be a written notice that goes out to every property owner in that municipality who can be affected. The Town of Stovall did carry that out and Stovall Mayor Michael Williford did so on May 15, 2022, so every person that could be affected by this sent a notice about this public hearing. In addition to that, the county must post notice of this public hearing and Clerk Debra Weary has accomplished that as well. He stated further that the Board was there tonight to hold this public hearing at the request of the Town of Stovall and to determine if Stovall could be included in the Granville County Fire Protection Service District.

Chair Tony Cozart thanked Mr. Grayson and declared the public hearing open for those individuals who signed up or any others who wished to speak. There was no one scheduled to speak nor did anyone from the audience come forward.

Chair Cozart then asked if the Board had any questions. There were none and Chair Cozart closed the public hearing.

Chair Cozart then asked if the Board needed further clarification. Clarification was not needed. Chair Cozart stated that they did have a recommendation in reference to this matter in the agenda.

Upon a motion by Commissioner Russ May, seconded by Commissioner David T. Smith, and unanimously carried, the Board approved the Adoption Resolution for the Town of Stovall as follows:

**REQUEST BY THE TOWN OF STOVALL TO EXPAND
THE GRANVILLE COUNTY FIRE PROTECTION SERVICE DISTRICT
TO INCLUDE THE TOWN OF STOVALL**

WHEREAS, North Carolina General Statutes (“NCGS”) § 153A-301 and 153A-309.2 authorize the Granville County Board of Commissioners to establish and define a service district in order to finance, provide, or maintain for the district certain services in addition to or to a greater extent than those financed, provided, or maintained for the entire county;

WHEREAS, the Board followed all necessary and prescribed steps outlined under North Carolina General Statutes to properly research, define and establish a fire protection service district including establishing a rate cap pursuant to NCGS § 153A-309.2;

WHEREAS, on March 22, 2022, the Board established the Granville County Fire Protection Service District effective July 1, 2022 and directed the Granville County Tax Assessor/Collector to levy a special tax in an amount to be determined by the Granville County Board of Commissioners on behalf of Granville County within said service district in addition to those levied throughout the County in order to finance, provide and maintain fire protection and rescue services within the newly defined and established service district in addition to or to a greater extent than those financed, provided, or maintained for the entire County;

WHEREAS, the Town of Stovall duly adopted a resolution on May 10, 2022, requesting the Granville County Board of Commissioners to include the Town of Stovall in the Granville County Fire Protection Service District;

WHEREAS, The Town of Stovall has previously been funding their fire and rescue services through the Town of Stovall General Fund;

WHEREAS, North Carolina General Statutes (“NCGS”) § 153A-303 prescribes a process whereby municipalities may request the Granville County Board of Commissioners (the “Board”) to consider including municipalities within the county’s fire protection service district, which has been created in order to finance, provide, or maintain certain services in addition to or to a greater extent than those financed, provided, or maintained for the entire County;

WHEREAS, the Town of Stovall acknowledged their responsibility for mailing written notice at least four weeks before the date of the public hearing to all property owners

as shown by the county tax records as of the preceding January 1 of all property located in the municipality;

WHEREAS, the Town of Stovall acknowledged their responsibility to make available a report containing certain specified information to be prepared and filed with the Clerk to the Board;

WHEREAS, the Board is authorized by NCGS § 153A-303 to extend service districts and levy additional taxes in a county service district to finance the level of service provided in the district that is not provided in the entire county;

WHEREAS, the Granville County Board of Commissioners called for a public hearing on June 20, 2022, to consider the request from the Town of Stovall to include the Town of Stovall in the Granville County Fire Protection Service District effective July 1, 2022; and

WHEREAS, the Clerk to the Board made publication of the notice of public hearing regarding the proposed extension of the Granville County Fire Protection Service District as set forth in NCGS § 153A-303.

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

1. At the written request of the Town of Stovall, the countywide service district is hereby extended to include the Town of Stovall, for the purpose of providing needed fire protection and rescue services within said district area. The municipal limits of the Town of Stovall will now be recognized from here forward as an integral part of the "Granville County Fire Protection Service District" consistent with North Carolina General Statutes.
2. At the written request of the Town of Stovall, the Granville County Tax Assessor/Collector shall levy a special tax in an amount to be determined by the Granville County Board of Commissioners on behalf of Granville County and the Town of Stovall within said service district in addition to those levied throughout the County in order to finance, provide and maintain fire protection and rescue services within the newly defined and established service district in addition to or to a greater extent than those financed, provided, or maintained for the entire County.
3. At the written request of the Town of Stovall, this resolution extending the countywide service district to provide fire protection and rescue services into the Town of Stovall shall take effect on July 1, 2022.

Adopted this the 20th day of June 2022

Commissioner Smith noted that the Mayor of Stovall, the Fire Chief, and several safety officers were present and asked if they would raise their hands to be recognized and thanked them for being at the meeting.

AFTER HOLDING PUBLIC HEARING, BOARD APPROVED GRANT MATCHES AND INCENTIVES FOR THE ECONOMIC DEVELOPMENT PROJECT PIZZA – D'ARTAGNAN

Chair Tony Cozart stated that the purpose of this public hearing was to receive the views of the public on aiding and encouraging the location or expansion of industrial facilities in Granville County – Project Pizza. He recognized Harry Mills, Economic Development Director, for a brief overview.

Mr. Mills thanked the Board for the opportunity to present Project Pizza; the company name which is D'Artagnan which is relocating here. He stated that N.C. General Statute §158-7-1 requirement notice for a public hearing was completed prior to this hearing. He explained that Project Pizza is the relocation and expansion into a manufacturing industrial facility in Oxford. Mr. Mills stated that he was proud to say that this facility will be at the old Burlington Industry building at 325 Lewis Street. He continued that Project Pizza will begin to remodel that building and put refrigeration to distribute high-quality meat products. The company will invest approximately \$2.7 million dollars and employ 23 new employees. Mr. Mills requested a total incentive package of \$50,000 which includes a 50% match of \$25,000 of the \$50,000 One NC from the Department of Commerce and a 5% match of potential Building Reuse Grant that they will be seeking also from the Department of Commerce. He stated further that following this hearing, he was requesting approval of the total \$50,000 incentive package and approval of the associated resolution for the Building Reuse Grant match.

Chair Cozart then declared the public hearing open to anyone wishing to speak on this matter. There were no questions from the Board nor was there anyone wishing to speak from the audience. Chair Cozart declared the public hearing closed.

Upon a motion by Commissioner Timothy Karan, seconded by Commissioner Jimmy Gooch, and unanimously carried, the Board approved a \$25,000 match for the \$50,000 One NC Fund Grant, a 5% match of a potential Building Reuse Grant, and the remaining balance as a cash incentive for Project Pizza (D'Artagnan) for a maximum cost of county-funded improvements of \$50,000 and the following associated resolution:

AUTHORIZING RESOLUTION BY GOVERNING BODY OF THE APPLICANT

North Carolina Department of Commerce Building Reuse Program

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

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

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

WHEREAS, the County of Granville is engaged in activities to assist in the productive use of buildings, specifically the renovation and an existing building and the

construction of a new building for D'Artagnan located at 325 Lewis Street, Oxford, NC that will increase the number of jobs in the area; and,

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

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

That the County of Granville will provide a total Incentive of \$50,000.

That the County of Granville will provide 50% match of the \$25,000 One NC grant award for the project,

That the County of Granville will provide a 5% match of the potential Building Reuse Grant, and cash incentive,

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

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

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

Adopted this the 20th of June, 2022.

PUBLIC COMMENTS

There were no public comments.

BOARD APPROVED HOME AND COMMUNITY CARE BLOCK GRANT

Chair Tony Cozart stated that the purpose of this item was to consider approving the Local County Funding Plan for the fiscal year 2022-2023 Home and Community Care Block Grant. He continued that North Carolina General Statute §143B-181.1(a)(11) establishes a Home and Community Care Block Grant for Older Adults to be administered by the North Carolina Division of Aging. He said that the Board was happy to have Kathy May, Senior Center Director, and asked her to come and share any comments she had with the Board. He stated that the County is always happy to get these types of funds to be of assistance to our aging citizens.

Kathy May, Senior Services Director, stated that just for clarity, the Home and Community Care Block Grant is their largest outside funding source. It is allocated yearly for specific services such as congregate and home-delivered meals, transportation, in-home aid services, and a few other things. She continued that their allocation for the upcoming fiscal

year is going to be approximately \$17,000 more than it was last year with their total being \$511,251. She stated this is a combination of federal and state money that is funneled to Granville County through the Area Agency on Aging which is under the umbrella of the Kerr-Tar Regional Council of Governments. Mrs. May stated that she met with the Funding Plan Committee on June 10th, noting that Commissioner Smith was in attendance at that meeting, and it was their job to distribute that \$511,000 between allowable services in a way that will best serve their senior population. She noted that in the agenda packet, the Board had a list of the services and the recommended distribution of funds and stated that they just needed the Board's approval of the recommendation in front of them.

Chair Cozart stated that Commissioner Smith had been working very hard on this as the Board's liaison and he stated that all these services are so important.

Commissioner Smith noted that the Funding Plan Committee did vote unanimously, and they were thankful that they did receive \$17,000 more in funding for this fiscal year. He made a motion regarding the matter.

Upon a motion made by Commissioner David T. Smith, seconded by Commissioner Sue Hinman, and unanimously carried, the Board approved the fiscal year 2022-2023 Home and Community Care Block Grant in the amount of \$511,251 and the required County match of \$56,806 from the Senior Center Department budget.

BOARD APPROVED COUNTY ADMINISTRATION OFFICES SECURITY ENHANCEMENTS AT 104 BELLE STREET

Chair Tony Cozart stated that the purpose of this request was for consideration to award a service contract for the installation of security enhancements for the Belle Street Administration Offices. He stated that it seems like security is discussed quite a bit now. He noted that, just in general, a few features of this security enhancement would be:

- Electronic access control for the interior Lobby door and two (2) exterior Staff entrance doors.
- Video Intercom System allowing for two-way communication and remote unlock of the interior Lobby door from two interior office stations.
- Intrusion Detection system providing exterior door monitoring and audio sensors within the primary corridors.

The two proposals were received as follows:

- | | |
|--------------------------------|-------------|
| ▪ Sonitrol Integrated Security | \$10,186.00 |
| ▪ Network South, Inc. | \$12,513.55 |

Chair Cozart stated that there was a recommendation from the Development Services Director that the Board award the installation and service contract to Sonitrol Integrated Security for an amount not to exceed \$10,186.00.

Upon a motion by Commissioner Russ May, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board approved awarding the installation and service contract to Sonitrol Integrated Security for an amount not to exceed \$10,186.00 for security enhancements at 104 Belle Street, Oxford.

BOARD HEARD MORE INFORMATION ON THE PROPOSED FISCAL YEAR 2022-2023 BUDGET

Chair Tony Cozart recognized County Manager Felts to make any comments on this item that has been brought back to the Board g.

County Manager Felts stated that the Board held a public hearing on June 6, 2022 and a Budget Workshop on May 31, 2022. During the budget work session, the Board deferred discussion of several items. Some items were deferred until later during fiscal year 2022-2023 and these items are not included in the list provided in the agenda. Discussion of two position requests and the school system’s request to assist with the funding of salary decompression resulting from the State’s mandated hourly rate were deferred until after holding the public hearing on June 6th and are listed below.

Page	Department	Title	Dept. Mgr. Priority	Strategic Plan Reference	Estimated Cost	R N	Comments
5	Finance	Finance Technician			\$28,315	R	Implement Jan. 16, 2023
18	Emergency Management	Fire Inspector/Deputy Fire Marshal		Objective #7	\$43,500 \$38,000	R N	\$81,500 1 st year total. Implement July 16, 2022
33	GCPS	Current Expense Increase		Objective #5	\$1,408,000	R	To help fund salary decompression due to the State’s hourly wage mandate. (See Manager’s comment below)

County Manager Felts stated that as a County Manager, he does support at this time service expansion #5 to be implemented January 16, 2023. He noted that he has had follow-up conversations with Jason Reavis, Emergency Services Director, and he is working through some data collection around the fire inspections. He continued that he does believe that it is going to be important that the County hires another fire inspector. He asked that the Board consider this maybe at a later date after some data collection and can bring back a formal plan to the Board looking at the number of inspections that they are able to do currently, the number of inspections that they believe they may need to do over time to reach full compliance, and

then work out a phased plan to get from point A to point B. County Manager Felts then read the following footnote with Board numbers taken from Item 33, the funding for the school system:

***The State has required a minimum wage rate for all State employees which impacts local school districts. The State is funding State paid positions, however, has left it to the local governments to fund classified locally funded positions to fund. The County Manager believes this request provides an opportunity for the County Board to partner with the Board of Education to address the associated salary decompression. The Manager recommends entering into a 3-year funding agreement by which the school system would utilize a portion of their fund balance to assist with the funding of the decompression over the 3-year period. Should the State decide to contribute towards the decompression, then the payments can be amended as appropriate. The County Manager's recommendation would be to fund \$470,000 in FY 22-23, \$484,000 in FY 23-24, and \$499,000 in FY 24-25. (Increase in amounts recognize an annual 3% inflationary adjustment). These amounts would be added to the Manager's recommended budget for each of the noted years and would not impact other future funding requests made to the County by the Granville County Board of Education.**

Commissioner Timothy Karan asked whether County Manager Felts had originally put \$251,244 into the school system's budget for inflationary funding.

County Manager Felts stated that it is not. He said that in the continuation budget, there was a portion in the manager's recommended budget; then the budget work session, the Board addressed the remaining balance of the inflationary adjustment. Those inflationary adjustments were for the existing current expense, so they come up just under \$500,000; so the Board has already tentatively approved those items to be in the budget. This amount is in addition to those amounts, so this would be another \$470,000 and goes directly to decompression where the other funding went to operating expense.

Chair Cozart thanked County Manager Felts for his explanation of the items on page 54 of the agenda packet.

BOARD APPROVED FISCAL YEAR 2022-2023 BUDGET ORDINANCE INCLUDING THE COUNTY HEALTH PLAN SERVICE FUND AND FIRE PROTECTION AND RESCUE SERVE TAX DISTRICT FUND; AND COMPENSATION AND CLASSIFICATION PLAN AND FEE MANUAL

Chair Cozart stated that the purpose of the next item was to consider approval of the fiscal year 2022-2023 Budget Ordinance, Compensation & Classification Plan, and Fee Manual with the recommendation coming from County Manager Felts that the Board include service expansion item 5 for a Finance Technician position to be implemented on January 16; to hold the Emergency Management item 18 for right now for further study; and to include item 33, the recommendation for Granville County Schools as a part of the budget ordinance.

Commissioner Karan stated that in the past the Board had set up assignments from the general fund (the last time it was done was in 2017) and asked if it would be an appropriate spot to insert this item since it is budget related.

County Manager Felts stated that it can be discussed now or later as it will impact the assignment of fund balance and it will adjust the June 30, 2022 audit amounts. He said that it would need to be done in this meeting if they are going to make the assignment.

Chair Cozart stated to the Board that the assignment of fund balance that Commissioner Karan was mentioning is before the Board and as part of this discussion, he is asking that the Board go ahead and include the assignment as they adopt the budget.

Commissioner Karan stated that that was correct. He noted that one of the things that was not crystal clear in the item presented this evening is that it talked about recreation and other county needs. He believed that the background discussion that he and County Manager Felts had on this item is fire service related and that we want to have a facility that checks a lot of boxes and not just a recreational facility since the Board is going to have to put at the recommendation of the Fire Services Committee that got this whole entire ball rolling was two locations, one in the north and one in the south. He continued that to keep it clean, to keep it as a budget assignment within the County budget, and not try to pair it within fire services because then it would muddy up the funding and explained. He continued that he would also like for the Board to do a fund assignment of \$500,000 that can be used for fire services because it is going to be fire-specific related and then they will have a little bit of seed money as they move forward with their recommendations that come back before the Board.

Commissioner Smith asked for clarification on his request. He asked if the \$2,000,000 for recreation and other needs in the southern end and the \$500,000 for the fire services would be the same thing done in June of 2017 when the Board set aside money for Law Enforcement, Animal Shelter, and Senior Center upgrades.

County Manager stated that this was correct and that these two amounts would not be budgeted in the 2022-2023 budget, but that these would be fund balance assignments. So in other words, it will be taken out of an unassigned bucket and moved into an assigned bucket until needed, whether that be one year or five years, then it will be available to pull out of those assignments. He explained that basically it just earmarks the funds to a future date so they will

not be in the current year’s budget, but they will be a fund balance assignment and the Board will see that in their audits when completed.

Commissioner May stated that really helps when you are talking about the fire service district which has no capital balance.

County Manager Felts stated that that was correct. At the time it is needed, you can choose to spend it as county dollars, it can be transferred into the fire service district if you choose to do it that way and then spend it out of the district, but holding it outside the district right now is the correct thing to do until it is identified.

Commissioner Smith asked if they were still okay with their fund balance once the Board approves this budget.

County Manager Felts stated that he believed the budget will remain in the range of 30-35% unassigned fund balance and with these two assignments, the budget will still be at 30-31% of the range.

County Manager Felts stated that if this is the desire of the Board, he wanted to restate his recommendation and then the Board took action.

Upon a motion by Commissioner Zelodis Jay, seconded by David T. Smith, and unanimously carried, the Board approved the budget as recommended by the County Manager and including the 2022-2023 Fee Manual; the 2022-2023 Compensation and Classification Plan; and the 2022-2023 Budget Ordinance including the General Fund, County Health Plan Service Fund, and Fire Protection and Rescue Service District Fund, and the other annually budgeted funds; and including service expansion #5 for the Finance Technician effective January 16, 2023, and service expansion #33 the first of three installment payments of \$470,000 for fiscal year 2022-2023 for Granville County Public Schools for salary decompression; and two fund balance assignments: (1) \$2 million dollars for recreation and other county uses, and (2) \$500,000 assignment for fire services:

GRANVILLE COUNTY 2022-2023 BUDGET ORDINANCE

BE IT ORDAINED by the Board of Commissioners of Granville County, North Carolina:

Section 1. The following amounts are hereby appropriated in the General Fund for the operation of the County Government and its activities for the fiscal year beginning July 1, 2022 and ending June 30, 2023, in accordance with the chart of accounts heretofore established for this County.

<u>General Government:</u>	
Board of Commissioners	304,348
Administration	705,451
Information Technology	867,055
Human Resources	247,208

Finance Department	525,001
Internal Auditing	164,345
Board of Elections	608,611
Register of Deeds	381,314
Tax Administration	1,050,031
General Services & Court Facilities	682,256
Total General Government	5,535,620
<u><i>Human Services:</i></u>	
Social Services	8,954,310
Veterans Services	132,566
Health and Human Services	7,432,549
Senior Services	1,597,945
Total Human Services:	18,117,370
<u><i>Community Services:</i></u>	
Library	1,877,276
Cooperative Extension/4-H BEST, U.T.G.	585,629
Soil Conservation	92,382
Recreation	307,244
GAP/Jonesland Park Operations	597,522
Tourism	81,255
Development Services - Inspections Division	850,932
Development Services - Planning Division	446,177
Addressing/GIS	126,715
Construction Administration	398,581
Construction Projects	1,039,200
Economic Development	1,201,216
Total Community Services	7,604,129
<u><i>Education:</i></u>	
Granville County Schools (Current Expense)	17,623,294
Granville County Schools (Debt Service)	5,802,697
Granville County Schools (Capital – Category 1)	1,119,518
Granville County Schools (Capital - Cat. 2 & 3 & S/w)	411,252
Vance-Granville Community College	1,233,588
Total Education	26,190,349
<u><i>Public Safety:</i></u>	
Sheriff	9,684,863
Detention Center	4,372,883
Emergency Communications	1,659,435
Animal Management	894,481
Emergency Management	406,624
Forestry Administration	122,230
Other Emergency Services	70,000
Total Public Safety	17,210,516
<u><i>Area Projects & Other Appropriations:</i></u>	
Special Projects	290,014
Non-Departmental	3,730,021
Pass Thru Funds	777,180
Total Area Projects & Other Appropriations	4,797,215
<u><i>Contributions to Other Funds:</i></u>	
Transfer to Tourism Development Authority	250,000
Total Contributions to Other Funds	250,000
<u><i>Contingency:</i></u>	
General Contingency	180,000
Contingency for Natural Disasters	10,000
School Repair Contingency	350,000
Total Contingency	540,000
TOTAL GENERAL FUND BUDGET 2022-2023	80,245,199

Section 2. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023:

Ad Valorem Taxes	44,009,780
Prior Years Taxes	500,000
Penalties & Interest	233,500
Less Tax Discount	(430,000)
Sales & Other Taxes	14,705,000
Licenses, Fees & Other Revenue	4,002,137
Investment Earnings & Operating Transfers In	5,010,000
Restricted & Intergovernmental	9,246,821
Appropriated Fund Balance	2,967,961
TOTAL REVENUES - GENERAL FUND 2022-2023	80,245,199

Section 3. The following amount is appropriated in the Emergency Telephone System Fund (ETSF), a Special Revenue Fund, for fiscal year beginning July 1, 2022 and ending June 30, 2023:

Phone System & Furniture	135,000	Software
Operations	141,500	Hardware Operations
54,224		
Training		8,000
Implemental Functions		25,000
Total Expenditures		363,724

Section 4. It is estimated that the following revenues will be available in the Emergency Telephone System Fund, a Special Revenue Fund, for fiscal year beginning July 1, 2022 and ending June 30, 2023:

911 Board – State Funding	363,724
Total Revenues	363,724

Section 5. The following amount is appropriated in the R. H. Thornton Library Memorial Fund for fiscal year beginning July 1, 2022 and ending June 30, 2023:

Memorial Projects	20,000
Total Expenditures	20,000

Section 6. The following revenues are available for the R. H. Thornton Library Memorial Fund for fiscal year beginning July 1, 2022 and ending June 30, 2023:

Memorial Donations	20,000
Total Revenues	20,000

Section 7. the following is appropriated in the Solid Waste Convenience Sites Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023:

Operations	1,478,800
Total Expenditures	1,478,800

Section 8. It is estimated that the following revenues will be available in the Solid Waste Convenience Sites Fund for fiscal year beginning July 1, 2022 and ending June 30, 2023:

Collection Fees	1,301,400
Appropriated Fund Balance	177,400
Total Revenues	1,478,800

Section 9. The following amount is appropriated in the Construction & Demolition / Municipal Solid Waste Landfill Fund for fiscal year beginning July 1, 2022 and ending June 30, 2023:

Landfill Operations	5,701,570
Total Expenditures	5,701,570

Section 10. It is estimated that the following revenues are available for the Construction &

Demolition/ Municipal Solid Waste Landfill Fund for fiscal year beginning July 1, 2022 and ending June 30, 2023:

User Fees	1,650,175	
Other Revenue	160,500	
Vance Co. Mgr. Reimbursement	36,000	
Loan Proceeds	3,863,895	Total Revenues
	5,710,570	

Section 11. The following amount is appropriated in the Storm Water Management Fund for fiscal year beginning July 1, 2022 and ending June 30, 2023:

Storm Water Management Operations	351,828
Total Expenditures	351,828

Section 12. It is estimated that the following revenues are available for the Storm Water Management Fund for fiscal year beginning July 1, 2022 and ending June 30, 2023:

Storm Water Fees	260,000
Contributions from other units of Government	91,826
Total Revenues	351,828

Section 13. The following amount is appropriated in the Health Plan Internal Service Fund for fiscal year beginning July 1, 2022 and ending June 30, 2023:

Administration	819,017
Claims – Current Year	2,870,093
Total Expenditures	3,689,110

Section 14. It is estimated that the following revenues are available for the Health Plan Internal Service Fund for fiscal year beginning July 1, 2022 and ending June 30, 2023:

Health Plan Contributions	3,689,110
Total Revenues	3,689,110

Section 15. The following amount is appropriated in the Social Services Contribution and Entrustment special revenue fund for fiscal year beginning July 1, 2022 and ending June 30, 2023:

Total Expenditures	200,000
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Section 16. It is estimated that the following revenues will be available in the Social Services Contribution and Entrustment special revenue fund for fiscal year beginning July 1, 2022 and ending June 30, 2023:

Total Revenues	200,000
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Section 17. The following amount is appropriated in the Equitable Sharing/Forfeiture special revenue fund for fiscal year beginning July 1, 2022 and ending June 30, 2023:

Total Expenditures	500,000
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Section 18. It is estimated that the following revenues are available for the Equitable Sharing/Forfeiture special revenue Fund for fiscal year beginning July 1, 2022 and ending June 30, 2023:

Total Revenues	500,000
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Section 19. The following amount is appropriated in the Sheriff’s Special special revenue fund for fiscal year beginning July 1, 2022 and ending June 30, 2023:

Total Expenditures	30,000
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Section 20. It is estimated that the following revenues are available for the Sheriff’s Special special revenue fund for fiscal year beginning July 1, 2022 and ending June 30, 2023:

Total Revenues	30,000
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Section 21. There is hereby levied a tax at a rate of \$.84 per one hundred dollars (\$100) valuation of property listed for taxes as of January 1, 2022 for the purpose of raising the revenue listed as Ad Valorem Taxes in the General Fund in Section 2 of this Ordinance. The total rate of \$.84 is based on an estimated total valuation of \$5,306,654,084 and an estimated collection rate of 98.73%.

Section 22. The following amounts are hereby appropriated in the Fire Protection & Rescue Service Tax District Fund for the operation of the Fire Protection & Rescue Service District and its activities for the fiscal year beginning July 1, 2022, and ending June 30, 2023, in accordance with the chart of accounts heretofore established for this Service District.

<u>Base Funding Program Expenditures:</u>	
Fire Department Funding	1,122,183
Total Base Funding Program	1,122,183
<u>Fire Service Enhancement Funding Program Expenditures:</u>	
Enhancement Funding	314,099
Total Fire Service Enhancement Funding Program	314,099
<u>System-Wide Program Expenditures:</u>	
VFD Worker’s Comp Supplement	24,180
Professional Services	900
Volunteer Service Stipend	44,640
Capital Reserve – Apparatus Replacement	314,099
Grant Funding Program	50,000
Emergency Contingency Reserve	6,007
Total Contributions to Other Funds	439,826

TOTAL FIRE PROTECTION & RESCUE DISTRICT	
BUDGET 2022-2023	1,876,108

Section 23. It is estimated that the following revenues will be available in the Fire Protection & Rescue Service Tax District for the fiscal year beginning July 1, 2022, and ending June 30, 2023:

Fire & Rescue District Taxes	1,884,594
Prior Years Taxes	10
Penalties & Interest	4,689
Less Tax Discount	(14,185)
Donations	1,000

TOTAL REVENUES - FIRE PROTECTION	
& RESCUE DISTRICT 2022-2023	1,876,108

Section 24 There is hereby levied a tax at a rate of \$.06 per one hundred dollars (\$100) valuation of property listed for taxes as of January 1, 2022 for the purpose of raising the revenue listed as Fire & Rescue District Taxes in the Fire Protection & Rescue Service Tax District Fund in Section 23 of this Ordinance. The total rate of \$.06 is based on an estimated total valuation of \$3,181,393,212 and an estimated collection rate of 98.73%.

Section 25. The Budget Officer is hereby authorized to transfer appropriations as contained herein under the following conditions:

- a. The Budget Officer may transfer amounts between line item expenditures within a department without limitation and without a report being required. These changes should not result in increases in recurring obligations such as salaries.
- b. The Budget Officer may transfer amounts between departments, including contingency appropriations, within the same fund.
- c. The Budget Officer may not transfer any amounts between funds, except as approved by the Board of Commissioners in the Budget Ordinance as amended.

Section 26. The Budget Officer may make cash advances between funds for periods not to exceed 60 days without reporting to the Board of Commissioners. Any advances that extend beyond 60 days must be approved by the Board. All advances that will be outstanding as the end of the fiscal year must be approved by the Board. The Budget Officer should comply with the Fiscal Policy adopted by the Board annually as a part of the budget process.

Section 27. Copies of this Budget Ordinance shall be furnished to the Clerk of the Board of Commissioners and to the Budget Officer and to the Finance Officer to be kept on file by them for their direction in the disbursement of funds.

Section 28. It will be the policy of this Board that it will not absorb any reduction in State and Federal funds; that any decrease shall be absorbed in the budget of the agency by reducing personnel or department expenditures to stay within the County appropriation as authorized. This policy is extended to any agency that is funded by the County and receives State or Federal money. This shall remain in effect until otherwise changed or amended by the Board of Commissioners.

Section 29. This Ordinance was adopted by the Granville County Board of Commissioners on June 20, 2022 and will become effective July 1, 2022.

Chair Cozart thanked everyone for all their hard work on the budget.

County Manager Felts thanked the Board for the adoption of the budget on behalf of Finance, Administration, and all other departments that helped and participated in the budget process.

BOARD APPROVED REVISIONS TO THE GRANVILLE COUNTY CONTRACT AND PURCHASING POLICY

Chair Tony Cozart stated that the purpose was to consider adopting the revised Granville County Contract and Purchasing Policy. He stated that the policy was adopted in 2000 and was last looked at in 2018.

Korena Weichel, Assistant County Manager, noted that the Board had received in their agenda packet the revised Contract and Purchasing Policy. The preliminary draft of the revised policy and a side-by-side comparison was included in the June 6, 2022 meeting materials. In addition, she noted a summary of the proposed changes was included in the agenda. She stated that there had been minor wording revisions to the policy which are included in the final draft in the Board packet after meeting with the County Attorney. She noted that nothing of substance has changed since presenting it on June 6th.

Assistant County Manager Weichel noted that the summary of changes had not changed since the last meeting date either. She stated that Chair Cozart was correct that the policy was originally adopted in the year 2000 and there had not been any updates since 2018. She continued that they are updating the policy at this time because as the county is required to adopt policies to the expenditure of ARPA fund, it just made sense at this time to update the policy in conjunction with those. She noted that is why the Board was seeing this request in conjunction with the ARPA policies that they will be considering next.

Chair Cozart thanked Assistant County Manager Weichel for the explanation and said that the Board had a recommendation to approve the revised county Contract and Purchasing Policy.

Commissioner Timothy Karan made a motion to approve the revised policy and Commissioner Sue Hinman seconded the motion.

Commissioner May asked Assistant County Manager Weichel if the county encouraged finding businesses that can do the work from within the county if they meet the qualifications.

Assistant County Manager Weichel stated that the county does seek local vendors and noted that you cannot specifically section them out and say that we are only awarding to local businesses, but that the county does seek local vendors and contractors when they are bidding out work.

Commissioner May stated that he knows that they have to be able to do it and that there is no special parameter in regard to them being from Granville County, but he would just like to see the county do what it can to keep the qualified suppliers locally.

Assistant County Manager stated that that section is included on Page 5 of the policy under “Contract and Purchase Goals”; there is a statement that says, “local preference would conflict with legal requirements,” but as discussed earlier in the policy, bid awards are made to the most responsive and responsible bidder and the county does send those out as Section C says, “It is our desire to purchase from local vendors whenever possible.”

Commissioner May thanked Assistant County Manager Weichel and stated that he just wanted to make sure that folks know that we are seeking Granville first.

When Chair Cozart called for a vote on the motion, the Board unanimously approved adopting the revised Granville County Contract and Purchasing Policy with the following changes:

SECTION	NEW/REVISION	DESCRIPTION
Introduction	New	Introduces the policy and identifies the legislative authority to enforce requirements.
Formal Bids	Revision	Establishes requirement to coordinate a preliminary planning meeting and submission of bid documents to the county manager and county attorney prior to solicitation of bids.
Informal Bids	Revision	Updates steps to follow when three quotes cannot be obtained and establishes requirements for contracts or purchases exceeding \$30,000 or for with unique or unusual

		characteristics. Also raises informal bid limits for purchase or lease-purchase beginning at <u>\$1,000 instead of \$500.</u>
All Other Purchases	Revision	Raises informal bid limits for purchase or lease-purchase from those less than \$500 to those less than \$1000.
Service and Lease Contracts	New	While not required by statute, establishes that the County will ensure competitive pricing is obtained for service and lease contracts.
Architectural, Engineering, and Surveying Services	Revision	References NC General Statute <u>§143-64.32</u> which permits exemption of services from the requirements of the “Mini-Brooks Act” when the fee is expected to be less than \$50,000.
Exceptions	New	List exceptions to state competitive bidding requirements as authorized by the NC General Statutes.
Uniform Guidance Compliance Statement	New	Reiterates that a separate Uniform Guidance (UG) Procurement Policy will be adopted by the County for expenditures using federal funds.
General Guidelines	New	Emphasizes importance of evaluating bids and identifying the most responsive and responsible bidder.
Availability of Budgetary Funds	New	Restatement of department head’s ability to make departmental line-item changes to non-personnel operating expenditures and county manager’s authority to approve purchases up to \$10,000.
Purchase Orders	Revision	Increases purchase order threshold from \$500 to \$1000.
Contracts	Revision	Publishes statutory requirement for the finance director’s preaudit certification on all contracts. Reinforces that the county manager and Board of Commissioner’s Chair are the only authorized signatories for County contracts.
Contract and Purchase Goals	Revision	Restates the County’s policy to award bids to the most responsive and responsible bidder who provides the best overall value to the County. Departments are encouraged to maintain the most responsive/responsible bidder benchmark for contracts not subject to competitive bidding requirements while balancing the need to support the local economy and local businesses.

BOARD APPROVED THE RESOLUTION TO ADOPT GRANVILLE COUNTY POLICIES RELATED TO AMERICAN RESCUE PLAN/CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUND (ARP/CSLFRF) FUNDS

Chair Tony Cozart stated that the purpose of the next item was to consider the adoption of required policies for recipients of American Rescue Plan Act (ARPA) funds.

Assistant County Manager Weichel stated that these policies were also provided to the Board for review at the June 6, 2022 meeting and noted that no changes have been made since that date. She stated that the county is required to adopt these policies related to the expenditures of ARPA funds. These policies were derived directly from samples that were provided by the School of Government and were adapted for Granville County. She continued that all of the policies were attached to the agenda materials including the Non-discrimination Policy, Eligibility Determination Policy, Allowable Costs and Cost Principles Policy, Record Retention Policy for Documents Created or Maintained Pursuant to ARPA Funds, Conflict of Interest Policy Applicable to Contracts and Subawards Supported by Federal Financial Assistance, and the two that are triggered by certain expenditures which are the Subaward and Monitoring Policy Expenditures of ARPA funds and the Uniform Guidance Procurement Policy. She noted that she had also drafted a resolution that should facilitate adopting all seven policies with one motion.

Chair Cozart asked for any questions or comments. There were none, therefore, he noted that County Administration recommended approving the *Resolution to Adopt Granville County Policies Related to American Rescue Plan/Coronavirus State and Local Fiscal Recovery Fund (ARP/CSLFRF) Funds*.

Upon a motion by Commissioner Russ May, seconded by Commissioner Jimmy Gooch, and unanimously carried, the Board approved the *Resolution to Adopt Granville County Policies Related to American Rescue Plan/Coronavirus State and Local Fiscal Recovery Fund (ARP/CSLFRF) Funds* as follows:

**Resolution to Adopt Granville County Policies Related to American Rescue Plan/
Coronavirus State & Local Fiscal Recovery Fund (ARP/CSLFRF) Funds**

WHEREAS, Granville County ("County") has received an allocation of funds from the "Coronavirus State Fiscal Recovery Fund" or "Coronavirus Local Fiscal Recovery Fund" (together "CSLFRF funds"), established pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (the "ARP/CSLFRF award"); and

WHEREAS, CSLFRF funds are subject to the U.S. Department of Treasury ("Treasury") regulations, including the Final Rule, the Award Terms and Conditions, Compliance and Reporting Guidance, and the Title VII implementing regulations at 31 C.F.R. Part 22; and

WHEREAS, pursuant to the Award Terms and Conditions, and as a condition of receiving CSLFRF funds, the County shall follow Treasury's records retention requirements pursuant to the award and agrees to follow all federal statutes and regulations prohibiting discrimination in its administration of the ARP/CSLFRF award; and

WHEREAS, the ARP/CSLFRF funds are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Part 200 (UG) where Subpart E dictates allowable costs and cost principles for expenditure of award funds; and

WHEREAS, the ARP/CSLFRF authorizes Granville County to enter subaward agreements with subrecipients to assist the County to carry out the terms of the ARP/CSLFRF award; and

WHEREAS, Treasury's guidance requires development and implementation of effective internal controls that must meet or exceed the requirements of North Carolina law and 2 C.F.R. § 200.318(c) to ensure that recipients establish conflict of interest standards before entering into a contract or making a subaward to be funded, in part or in whole, by federal financial assistance to which 2 C.F.R. § 200.318(c) applies.

BE IT RESOLVED that the governing board of Granville County hereby adopts and enacts the following policies related to ARP/CSLFRF funds:

- (1) Non-Discrimination Policy for ARP/CSLFRF Funds;
- (2) Eligibility Determination Policy for ARP/CSLFRF Funds;
- (3) Allowable Costs and Cost Principles Policy for ARP/CSLFRF Funds;
- (4) Records Retention Policy for Documents Created or Maintained Pursuant to for ARP/CSLFRF Funds;
- (5) Conflict of Interest Policy Applicable to Contracts and Subawards Supported by Federal Financial Assistance;
- (6) Subaward and Monitoring Policy for Expenditure of ARP/CSLFRF Funds; and
- (7) Uniform Guidance Procurement Policy.

PROCLAMATIONS, RESOLUTIONS AND LEGISLATIVE MATTERS

Commissioner Russ May noted that some Board members attended County Assembly Day last week and met with their representatives from Granville County and had a very good discussion with them about things that they would like to see move forward in Granville County.

BOARD APPOINTED COMMISSIONER SUE HINMAN AS THE NACo VOTING DELEGATE

Chair Tony Cozart stated that the purpose was to select a NACo (National Association of Counties) Voting Delegate for the annual conference. He stated that historically the Chair has always done this, but that he did not have a special desire to do so. He then asked Commissioner Hinman if she would consider the position and she said she would.

Upon a motion by Commissioner Russ May, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board appointed Commissioner Sue Hinman as the NACo (National Association of Counties) voting delegate.

BOARD ADOPTED FIRE COMMISSION BY-LAWS

Chair Tony Cozart stated that a draft of copy of the Granville County Fire Commission Bylaws was provided to the County Commissioners during their regular meeting held on June

6, 2022. Based on comments received, there was only one edit made to Article 5 Section 4 which appears in italics:

Article 5, Section 4. Election and Term of Office. See Article V Section 2 & 3 for election members, position appointments, and/or the filling of vacancies. No County employee is to serve on a BOC appointed body unless that body requires specified staff representation. *No person duly elected to public office is to be a voting member of the Fire member of the Fire Commission.* County employees shall serve in an ex officio/advisory/non-voting capacity.

Chair Cozart stated that this was for the Board's consideration and asked for any comments by County Manager Felts.

County Manager Felts stated that Mr. Grayson has been kind enough to stay around in case the Board had comments for the consultant on this item. He continued that the Board was provided a copy at the June 6th meeting to review and one edit was provided. He reminded the Board that the Fire Commission makes recommendations to the Board of Commissioners, not final decisions. The Board of Commissioners will be making final decisions based on the recommendations of the Fire Commission. He stated that Mr. Grayson, NC Fire Chief Consulting, would be happy to answer any questions, or if the Board would just like him to give them an overview, he would be happy to do so.

Mr. Greg Grayson stated that the proposed bylaws that the Board has are what he would embrace as best practices in North Carolina. He stated that he believed that the county has geographical representation, representation of fire service, and also representation of the residents; therefore it is very balanced, and he appreciates the Board moving forward with it.

County Manager Felts stated, for clarity, if the Board adopts the by-laws tonight then they would start to create that Fire Commission at the next meeting.

Upon a motion by Commissioner Russ May, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board adopted the *Granville County Fire Commission Bylaws*.

**DURING COUNTY ATTORNEY'S REPORT BOARD APPROVED
AUTHORIZING COUNTY MANAGER OR CHAIRMAN TO EXECUTE WITH
NON-SUBSTANTIVE CHANGES, THE INTERLOCAL AGREEMENT FOR
COMPLIANCE BY GRANVILLE COUNTY, CREEDMOOR, BUTNER, AND
STEM WITH THE INTERIM ALTERNATIVE IMPLEMENTATION APPROACH
BY MAKING CONTRIBUTIONS TO THE SOUTH GRANVILLE WATER AND
SEWER AUTHORITY**

Attorney Wrenn. stated that this matter had been discussed in the past but that he was working with multiple parties and was only able to bring it to the Board's attention today. He stated that this was an interlocal agreement and compliance by Granville County; Creedmoor, Butner, and Stem with the Interim Alternative Implementation Approach (IAIA) by making

contributions to the South Granville Water and Sewer Authority to pay a portion of the cost wastewater infrastructure improvements to eliminate illicit discharges. He stated further that as the Board was aware, the Falls Lake Rules originally required a numeric reduction through existing development. After much effort by the Upper Neuse River Basin Association and its member of Governments, the Interim Alternative Implementation Approach (IAIA) was approved by DEQ (Department of Environmental Quality) and allows a certain level of effort by the member jurisdictions in lieu of a numeric reduction. He said that level of effort was indexed based on Granville County's amount of \$100,453. Each of the jurisdictions in the watershed from the largest, which would be the City of Raleigh in Wake County and Durham down to Stem, will have an amount indexed on Granville County's contribution of \$100,453. What this does is allow the entities named, Granville County, Creedmoor, Butner, and Stem to comply with this existing development obligation under the IAIA by contributing to the South Granville Water and Sewer Authority to remedy illicit discharges as part of the I-85 Sewer System upgrades. We can contribute up to the full amount each year, so you have no further obligation. It takes away all the transaction costs associated with it, but your minimum contribution annually under this agreement would be \$50,226.50 which would be half of that amount. The beauty of this is instead of having to go out and look for projects to do and incur legal expenses or engineering costs, each year for the remainder of the time that IAIA is in effect, which would be through June 30, 2026, you can make a payment to the South Granville Water and Sewer Authority to offset those illicit discharges rather than incur additional costs. This is something that needs to be done in Granville County to fix the issues with the sewer distribution or sewer collection system. He continued that he would be happy to answer any questions as he sort of served as the scribe for this agreement, but it has been reviewed by the attorneys for Stem and Creedmoor as well. He added that they also worked with Forrest Westall, Upper Neuse River Basin Association, and Alex Mathis, contractor of Brown and Caldwell on behalf of the Upper Neuse River Basin Association, as well as Raftelis, who is our stormwater engineer, and CDM Smith, SGWASA's engineer for the I-85 Sewer Collection Project, who reviewed this. It has been fully reviewed and there may be a few things that need to be changed as far as signatures. He stated further that he would ask that the Board authorize the County Manager or the Chairman of the Board to execute this document with any non-substance changes that any party may request as to grammar or signing parties.

Commissioner Gooch asked for clarification as far as the I-85 sewer project.

Attorney Wrenn responded that what the county would be doing is identifying those things that would fix illicit discharges like surcharging pump stations or leaking sewer pipes and CDM would try to quantify the nutrients coming from them. Obviously, it is not an exact science, but they would quantify that, and we would be able to track that reduction even though it is not a numerical reduction required and we would segregate funds where the grant funds would be coming from. The state would pay for other things and loan funds or whatever the additional supplement to the \$35 million that we have already received would pay for this and we would use these funds as a partial amount to repay those funds. He noted that the project is going to be greater than the \$35 million grant received and that you cannot use grant funds and local funds to pay for the same thing.

When Commissioner Gooch asked if these funds could be used for the two pump stations that have historically given problems, County Attorney Wrenn explained that the agreement contemplates CDM Smith designating a subset of the project that would be specifically designated for this, so they would segregate out that amount and we would be making up payments toward that percentage of the project.

When Chair Cozart called for a motion, Commissioner Karan said he would make the first motion he has ever made regarding Falls Lake Rules to approve this IAIA.

Upon a motion by Commissioner Timothy Karan, seconded by Commissioner Jimmy Gooch, and unanimously carried, the Board approved authorizing the County Manager or Chairman of the Board of County Commissioners to execute with non-substantive changes, the *Interlocal Agreement for Compliance by Granville County, Creedmoor, Butner, and Stem with the Interim Alternative Implementation Approach by Making Contributions to the South Granville Water and Sewer Authority to Pay a Portion of the Cost of Wastewater Infrastructure Improvements to Eliminate Illicit Discharges*. The agreement includes a minimum annual SGWASA contribution of \$50,226.50.

BOARD PRESENTATIONS

Commissioner Karan reported that he had given remarks for this Board to the Tar River Land Conservancy folks and those gathered on Horseshoe Road for their newest trail on the southern end. He noted that it is 2.5 miles worth of trails down into some absolutely beautiful backwater of Smith Creek. He noted that there is an elm tree at about a mile and a quarter mark

that is three times as big around as he is, and it has bear claw marks on two of the branches so that is a cool thing to see. He jokingly noted that the bear claws were from about 60 years ago.

Commissioner Zelodis Jay stated that they had a called KARTS meeting and reported that KARTS was making approximately 770 pickups every day. Due to the lack of drivers, they are now making about 550 trips and may have to start prioritizing trips. He stated that they are going to do the best that they can so they can try to get everyone that uses KARTS to where they need to get to.

Commissioner Sue Hinman stated that she did enjoy going down to Raleigh to meet with our delegates to help us get some laws passed and being able to speak with them. She noted that it was a very enlightening day and thanked the Board for allowing her that opportunity.

Chair Tony Cozart stated that the Board shares their condolences with the family of the late Mr. William Robinson who once served as Director of Animal Control. He announced that Mr. Robinson's homegoing service will be held on Thursday, June 23rd at Wright's Funeral Home and that he planned to attend. He stated that if it was all right with the Board, he wanted to write a letter to his wife expressing their gratitude. He continued that when Mr. Robinson retired, the County experienced some real challenges. He said he appreciates the service the family has rendered, noting that his son was currently working with the Sheriff's Office, and asked Chief Deputy Smoot to please send the family condolences during this time. He continued that Mr. Robinson had also served as a deacon at the Antioch Baptist Church, and he will be greatly missed.

ANY OTHER MATTERS

Commissioner Sue Hinman stated that it was Commissioner May's birthday and that he is trying to catch up with a few of the Board members. She said that he is now a senior citizen and wished him a Happy Birthday.

Commissioner Russ May thanked County Manager Felts and his staff for the continued work on the budget and he believed that, if you really look at our budget in real detail, you will see that the Board tried to apply their priorities where they were most needed in order to meet the most immediate needs and at the same time, really pushing some things forward in a way that our county needs, particularly in fire protection. He continued that he wanted to commend the Board for their work on that and that they are off to a new era in that regard in an additional

step. He thanked the entire Board and the County Manager for his patience and his work on that because it was not easy.

BOARD WENT INTO CLOSED SESSION

Chair Tony Cozart stated that the Board did have two matters that needed to go into closed session.

Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner Russ May, and unanimously carried, the Board went into closed session as allowed by G.S. 143-318.11(a)(3) and (6) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged, and for personnel matters.

Upon a motion by Commissioner Sue Hinman, seconded by Commissioner David T. Smith, and unanimously carried, the Board returned to open session.

BOARD APPROVED REQUEST FOR SHERIFF'S OFFICE TO PURCHASE POWER DMS

Sheriff Hardy stated that on behalf of the Sheriff's Office, he was making a request that the Board approve the purchase of Power DMS by the Sheriff's Office. This software program system provides several benefits to the Sheriff's Office and there are various modules to include the following:

- 1) The Policy Management Module: This module provides a system for policy and written directive development and review. In addition, the Policy Management Module provides a system for disseminating policies to staff and a verification that staff have read the policy. It also allows the Sheriff's Office to provide a test at the end of each policy to ensure staff have read and understand the policy. A historical file will maintain a history of current policies as well as a historical file of all policies once they have been changed.
- 2) The Training Module: This module provides a system for providing training and testing as well as tracking of all in-service training. With this module, we can provide various required training to all our staff as well as necessary training staff must receive.
- 3) Field Training Module: This module provides and tracks new hire staff training and is used to ensure staff receive the necessary training during their initial onboarding.
- 4) Accreditation Management: The quote received includes accreditation standards for the American Correctional Association; however, the status of accreditation by the commission on accreditation of law enforcement administrators (COLEA) will only be available once the Sheriff's Office enters into a contract with COLEA. However, Lonnie Lemons has access to the COLEA standards. Not only is the accreditation module helpful with the development of our policies and procedures, it creates a system to ensure and verify that our policies include the nationally approved and accepted standards of practice.

Sheriff Hardy noted that the quote is for the initial fee amount of \$20,574.77 which includes a one-time charge for set-up and onboarding training. The annual fee after the initial year will be \$15,974.77 per year. When asked, he said this purchase will be with forfeiture funds.

Upon a motion by Commissioner Sue Hinman, seconded by Commissioner Russ May, and unanimously carried, the Board approved the purchase of PowerDMS software from forfeiture funds at the initial cost of \$20,574.77 which includes one-time set-up and on-board training and an annual fee of \$15,974.77 after the first year.

BOARD APPROVED THE APPOINTMENT OF DOUGLAS P. “DOUG” LOGAN AS THE INTERIM COUNTY MANAGER

County Manager Mike Felts recommended that the Board consider the appointment of Doug Logan as the Interim County Manager in a part-time capacity beginning the week of July 10, 2022 and receive the Oath of Office at the end of the month.

Upon a motion by Commissioner Sue Hinman, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board approved the appointment of Douglas P. “Doug” Logan as Interim County Manager with a start date the week of July 10, 2022.

County Manager Felts stated that the Board will present Doug Logan, if he is available, at the July 5th meeting as well as a couple of new department heads.

BOARD ADJOURNED

Upon a motion by Commissioner Sue Hinman, seconded by Commissioner David T. Smith, and unanimously carried, the Board adjourned the meeting at 10:49 p.m.

Respectfully submitted,
Debra A. Weary, NCMCC, CMC
Clerk to the Board

APPROVED BY:

Tony W. Cozart, Chairman

OXFORD, NORTH CAROLINA
June 30, 2022

The Members of the Honorable Board of Commissioners of Granville County, North Carolina met in an emergency meeting on Thursday, June 30, 2022 at 8:30 a.m. in the Auditorium, Granville Expo and Convention Center, 4185 US Highway 15 South, Oxford.

Present were:

Chair: Tony W. Cozart

Commissioners: Zelodis Jay Jimmy Gooch
Sue Hinman Timothy Karan
Russ May David T. Smith

County Manager: Michael S. Felts
Assistant County Manager: Korena Weichel
County Attorney: James C. Wrenn, Jr.

MEETING CALLED TO ORDER

At 8:30 a.m., Chair Tony W. Cozart called the meeting to order. He announced there were a couple of items for consideration and recognized County Manager Michael Felts.

BOARD APPROVED BUDGET AMENDMENT #8

County Manager Felts said that a copy of Budget Amendment #8 was distributed. He then reviewed the changes made including the IAIA payment to South Granville Water and Sewer Authority (SGWASA) due today, June 30th that was approved at the last meeting. He noted that there were also minor adjustments to departments due to staffing and salary changes and the county health plan to shore up before the end of the fiscal year. e asked the Board to approve the budget amendment.

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board approved Budget Amendment #8 for fiscal year 2021-2022 as follows:

Budget Amendment #8
6/30/2022

Be it ordained, the FY 2021-2022 Annual Budget Ordinance is hereby amended as follows:

GENERAL FUND

Expenditures: Increase/(Decrease)		
General Government		
IT	3,500	
Community Services		
Soil Conservation Program	300	
Inspections	8,900	
Total Expenditures		12,700
Revenues: Increase/(Decrease)		
Appropriated Fund Balance	12,700	
Total Revenues		12,700

STORM WATER

Expenditures: Increase/(Decrease)		
Stormwater Operations	42,000	
Total Expenditures		42,000
Revenues: Increase/(Decrease)		
Appropriated Fund Balance	42,000	
Total Revenues		42,000

COUNTY HEALTH PLAN

Expenditures: Increase/(Decrease)		
Administration	30,000	
Current Year Claims	70,000	
Total Expenditures		100,000
Revenues: Increase/(Decrease)		
Appropriated Fund Balance	100,000	
Total Revenues		100,000

				Budget Amendment #8	
(For reference only)					Balance
General Fund/IT					
Expenditures: Increase/ (Decrease)					
10-	4122	121	Salaries	\$500	\$250,911
10-	4122	183	Health Insurance	\$3,000	\$38,309
Revenues: Increase/ (Decrease)					
10-	3990	991	Appropriated Fund Balance	\$3,500	\$6,157,648

Description: Fund possible salary related overages in the IT department.

General Fund/Inspections					
Expenditures: Increase/ (Decrease)					
10-	4350	121	Salaries	\$3,000	\$537,074
10-	4350	182	Retirement	\$500	\$60,972
10-	4350	183	Health Insurance	\$500	\$79,047
10-	4350	251	Gas	\$4,000	\$21,415
10-	4350	325	Postage	\$700	\$1,000
10-	4350	353	R & H Vehicle	\$200	\$2,498
Revenues: Increase/ (Decrease)					
10-	3990	991	Appropriated Fund Balance	\$8,900	\$6,166,548

Description: Fund possible salary and miscellaneous overages in the Inspections department.

General Fund/Soil Conservation					
Expenditures: Increase/ (Decrease)					
10-	4961	121	Salaries	\$200	\$49,465
10-	4961	181	FICA	\$50	\$4,958
10-	4961	183	Health Insurance	\$50	\$9,498
Revenues: Increase/ (Decrease)					
10-	3990	991	Appropriated Fund Balance	\$300	\$6,166,848

8

Description: Fund possible salary-related overages in the Soil Conservation department.

Storm Water Fund					
Expenditures: Increase/ (Decrease)					
65-	7110	199	Professional Services	\$30,000	\$133,932
65-	7110	251	Gas, Oil &Tires	\$500	\$500
65-	7110	260	Supplies	\$500	\$2,500
65-	7110	360	Dues & Subscriptions	\$10,000	\$186,394
65-	7110	395	Registration and Training	\$1,000	\$1,000
Revenues: Increase/ (Decrease)					
65-	3991	991	Appropriated Fund Balance	\$42,000	\$42,000

Description: Fund participation in IALA (Interim Alternative Implementation Approach) by making contributions to SGWASA to pay a portion of the cost of wastewater infrastructure improvements to eliminate illicit discharges, as approved by the Granville County BoCC on October 19, 2020. Also, to fund possible overages in several stormwater operational line items.

COUNTY HEALTH PLAN					
Expenditures: Increase/ (Decrease)					
85-	4200	193	Administration	\$30,000	\$918,699
85-	4200	477	Current Year Claims	\$70,000	\$2,727,323
Revenues: Increase/ (Decrease)					
85-	3991	991	Appropriated Fund Balance	\$100,000	\$250,000

Description: Fund possible overages in the County Health Plan

BOARD APPROVED SIGN-ON AND RETENTION BONUS FOR DETENTION CENTER STAFF

County Manager Felts referred to a handout distributed for a sign-on and retention bonus limited for the Detention Center staff to address the urgent need to increase recruitment and retention tools for that department. He explained the following information in the handout:

Proposed Sign-on Bonus Program for Detention Staff:

The recommended sign-on bonus would be \$5,000.00 and upon successful completion of the probationary period detention employees would receive this in three installments \$1,600 at 6 months, \$1,600 at 12 months, and \$1,800 at 18 months (requires the employee to remain an active employee of the Granville County Detention Center through the period of installment payments). This would be implemented for any detention staff new hires starting on or after July 1, 2022, and before July 1, 2023. The program can be re-evaluated as part of the fiscal year 2023-2024 budget process and continued if necessary.

Retention Bonus Program for Detention Staff:

Detention Staff who have a hiring date prior to July 1, 2022, would be eligible for the retention bonus program. Detention staff can only participate in one of the two programs. Since this program is effective for the staff hired prior to July 1, 2022, it is considered a one-time program and does not extend beyond the final payments approved under the program. For this program to recognize staff who have remained with the detention center during this difficult staffing period and provide an incentive to help retain new hires, it is recommended that this bonus also be paid out in installments.

The recommended retention bonus program for detention staff would be \$5,000.00 and staff would receive this in three installments if they remain active detention employees through the installment periods. The first installment of \$1,600 would be included in the July 2022 paycheck, the second installment of \$1,600 would be included in the July 2023 paycheck (12 months after the initial installment) and the final installment of \$1,800 would be paid out once the detention vacancy rate drops below 10% and is maintained below 10% for two pay periods as certified by HR. (It should be noted that it is possible that this installment may be paid out prior to the July 2023 installment).

County Manager said the retention bonus is to encourage employees who have served during these challenging staffing periods to stay and to encourage new employees to stay. Currently, there are 33 employees in the Detention Center with 49 approved positions and 16 vacancies with a 32.6% vacancy rate.

Board members asked for clarification. County Manager said that the approximate starting salary for Detention Officers is \$34,000 and the bonuses will bring the salary close to \$40,000. He explained that vacancies in the non-supervisory positions have a 6-month probationary period by Granville County standards. It was noted that there is a 12-month probation period to become certified by Sheriff's Standards and Training, but that will be changing to requiring certification before starting. After hearing comments about putting the responsibility on the Sheriff's Office to get Detention Center employees trained, County Manager Felts said the second and third sign-on payments can be tied to 18 months of service and completion of certification. When asked about who will get the retention bonus, County

Manager Felts said it applies to all employees in the Detention Center including management. When asked, he said that the Chief Deputy position is a salary grade 78 and the Detention Administrator position is a salary grade 75. He noted that this is not a salary increase, but a one-time bonus paid in installments.

Chair Cozart said that there are some short and long-term things that need to be done at the Detention Center and that he was glad to see this proposal. He said he hoped this would help.

Commissioner Russ May made a motion to approve the recommendation proposed by the County Manager on a one-year basis to determine its flexibility in the budget.

County Manager Felts asked if this included the second and third installments for retention and sign-on bonuses tied to certification.

Commissioner May amended his motion to approve the proposed recommendation with no time period in place, with the understanding that the Board always can come back and review pay, merit, and different personnel actions as deemed appropriate by the next incoming Sheriff or County Manager, and that the second and third installments for retention and sign-on bonuses are tied to certification.

County Manager Felts noted that if the program is offered, you cannot take it away from those receiving it, but can stop it for new hires.

Commissioner May clarified the motion by noting that at some point the new County Manager or new Sheriff may decide to do something different, but at this point, the motion be as the County Manager recommended.

Commissioner Sue Hinman seconded the motion.

Commissioner Karan asked about the implementation of this and if the Sheriff's Office will work with Human Resources (HR) for recruitment or do something different because at this point, he has not seen cooperation between the Detention Center, Sheriff's Office, and HR.

County Manager Felts said in recent weeks, that Detention Center staff and HR staff have talked about job fairs and recruitment opportunities. He said there has not been cooperation with the Detention Center to allow HR staff to assist them with a training program for new hires, noting that they have not accepted or requested help with a training program.

Commissioner Karan asked if a training program was not just approved for purchase for training purposes, and County Manager Felts confirmed that it was.

Commissioner Smith emphasized for clarification that you can offer help, but you cannot force the Sheriff to take help as you can other departments as the Sheriff is an elected official that serves at the pleasure of the people.

Commissioner May clarified that you can amend something to the budget understanding those terms if the Sheriff does not want to cooperate you can make an amendment to the budget. He said we do not want to go down this road again. He said there has to be a level of cooperation and that he hopes the Sheriff’s Office will lean into the services that will help him and if they decide not to, he hoped that the Board will decide at a later date how to manage the budget in that regard.

Commissioner Smith noted that if he was 16 employees down, he would take all the help he could get.

County Manager Felts was asked how many vacancies there are in the Sheriff’s Office.

Commissioner Hinman called for the question on the floor.

When Chair Cozart called for a vote on the motion, the Board unanimously approved the Sign-On and Retention Bonus Programs for Detention Staff as follows:

BONUS TYPE/AMOUNT	WHO IS ELIGIBLE TO RECEIVE	DISTRIBUTION SCHEDULE
Sign-on Bonus (\$5,000)* A payout budget of \$25,600 to \$32,000 is recommended for fiscal year 2022-2023)	Detention Staff hired on or after July 1, 2022 and before July 1, 2023.	\$1,600 at probation completion \$1,600 12 months after hire \$1,800 18 months after hire
Retention Bonus (\$5,000)* Note: Total maximum payout under this program is \$165,000 with a maximum of \$112,200 in fiscal year 2022-23	Detention Staff hired prior to July 1, 2022.	\$1,600 with July 2022 paycheck \$1,600 with July 2023 paycheck \$1,800 <i>once detention center vacancy rate drops below 10% and remains below 10% for two pay periods</i> (County HR Director will provide certification of this condition being met)

Please note that both programs require employees to remain active detention center staff during the installment payment periods in order to be eligible for the installment payments. Employees must also obtain their detention officer certification to be eligible to receive the 2nd and 3rd installments. Payments are subject to retirement, FICA, and state & federal withholding as required by law.

Comments were made about the vacancies by some Board members.

County Manager Felts stated that as of June 15th there were eight vacancies in the Sheriff's Office with an allotment of 71 positions, so that equates to an 11% vacancy rate.

Board members mentioned others possibly leaving the Sheriff's Office from different positions. When asked if exit interviews are done, it was noted that exit interviews are offered and that not many people are leaving because of money.

Chair Cozart said he hopes this incentive will be of great help as adequate staffing is necessary for the Detention Center.

BOARD WENT INTO CLOSED SESSION

Commissioner Hinman requested a closed session for a personnel matter related to this matter for closed session.

Upon a motion by Commissioner Sue Hinman, seconded by Commissioner Zelodis Jay, and unanimously carried the Board went into closed session as allowed by G.S. 143-318.11(a) (6) to discuss a personnel matter.

Upon a motion by Commissioner Sue Hinman, seconded by Commissioner Jimmy Gooch, and unanimously carried, the Board returned to open session.

BOARD ADJOURNED

Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner Russ May, and unanimously carried, the Board adjourned the meeting at 9:52 a.m.

Respectfully submitted,
Debra A. Weary, NCCMC, CMC
Clerk to the Board

APPROVED BY:

Tony W. Cozart, Chairman



Granville County Administration

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: April 17, 2023
Title: **Public Comments**

PURPOSE:

The Granville County Board of Commissioners is committed to allowing members of the public an opportunity to offer comments and suggestions for the efficient and effective administration of government.

Public comments are limited to 3 minutes.

ACTION TAKEN:



Granville County Sheriff's Office

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Sheriff Robert Fountain
Department: Sheriff's Office
Date: April 17, 2023
Title: Exchange of Surplus Weapons

PURPOSE:

To receive approval to surplus twenty-four (24) shotguns that have exceeded their service life and exchange the firearms at fair market value with a local vendor. The request is as follows:

- The Granville County Sheriff's Office (GCSO) is requesting to exchange twenty-four (24) surplus shotguns to Cross Creek Outdoor Supplies fair market value for store credit. Cross Creek Outdoor Supplies is a federally licensed firearms dealer and will assume responsibility for the functionality of the weapons at the time of transfer.
- Pursuant to North Carolina General Statue 160A-271, a county government may exchange any real or personal property belonging to the county for other real or personal property by private negotiation if the county receives a full and fair consideration in exchange for its property (refer to attachment – State Procedures for Exchange). Property shall be exchanged only pursuant to a resolution authorizing the exchange adopted at a regular meeting of the Board of Commissioners upon 10 days' public notice. Notice shall be given by publication describing the properties to be exchanged, stating the value of the properties and other consideration changing hands, and announcing the council's intent to authorize the exchange at its next regular meeting (refer to attachment – Public Notice Memorandum).

BACKGROUND:

The Sheriff's Office is in the process of identifying older model service weapons for surplus and upgrading the existing inventory. The twenty-four (24) shotguns proposed for transfer are approximately twenty-five years old on average and have reached their expected performance lifespan. All the weapons have been checked through the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) database to ensure the accuracy of the serial number and ownership by the Sheriff's Office (refer to attachment – Inventory of GCSO Surplus Shotguns). Additionally, federal asset forfeiture funds were not used to purchase the surplus shotguns.

An estimated value of the weapons was provided by Cross Creek Outdoor Supplies and a store credit will be provided to the Sheriff's Office (refer to attachment – Quote).

The following is a detail of the weapons proposed for transfer:

Transfer to Cross Creek Outdoor Supply

- Fourteen (14) Mossberg 12-gauge shotguns
- Four (4) Savage 12-gauge shotguns
- Six (6) Riot 18-7 12-gauge K-120 shotguns

Value

\$1750.00

\$ 500.00

\$ 750.00**Total: \$3000.00 (Credit)****RECOMMENDATION:**

The Sheriff recommends approval to surplus twenty-four (24) shotguns and exchange them at fair market value for store credit at Cross Creek Outdoor Supplies of Henderson, NC.

ATTACHMENTS:

State Procedures for Exchange

Shotgun Surplus Inventory

Notice - Oxford Ledger

Quote

ACTION TAKEN:



Local Government Property Disposal Procedures

Exchange of Property (G.S. 160A-271)

Listed below are the basic procedures required under state law for disposing of personal and real property by exchange.

- Step 1 Unit of government develops a tentative agreement for exchange of real or personal property for other real or personal property for full and fair consideration. The exchange may be with another unit of government or a private entity or individual.
- Step 2 Publish notice of propose exchange in a newspaper of general circulation within the jurisdiction (electronic advertisement is not authorized for property exchanges). The advertisement must describe the properties to be exchanged, state the value of the properties and other consideration that are part of the exchange, and announce the governing board's intent to authorize the exchange at its next regular meeting (the meeting cannot be a special or emergency meeting). The advertisement must be published at least 10 days prior to the date of the regular meeting at which the board will consider the resolution authorizing the exchange.
- Step 3 Governing board adopts a resolution authorizing the exchange. Resolution must be adopted at a regular meeting of the board (not a special or emergency meeting).
- Step 4 The exchange may be completed at any time after the governing board adopts the authorizing resolution.

Template resolutions and notices of sale are available on the School of Government's Local Government Procurement and Property Disposal microsite under "Sample Property Disposal Forms"
www.ncpurchasing.unc.edu

Granville County Sheriff's Office Surplus Shotguns/Handgun

[illegible]

NOTICE

NOTICE

NOTICE

Notification to the Board of Commissioners and the Citizens of Granville County of Intent to Request Authorization to Exchange Surplus Shotguns

Pursuant to North Carolina General Statute § 160A-271, the Granville County Sheriff's Office states its intention to request authorization from the Board of Commissioners to exchange certain county-owned property for store credit.

The Sheriff's Office proposes to exchange twenty-four (24) surplus shotguns for store credit with Cross Creek Supplies located at 537 Cross Creek Road, Henderson, NC. The exchange of property will be conducted at fair market value. The exchange involves the following:

Exchange for Credit

Value

1. Fourteen (14) Mossberg 12-gauge shotguns	\$1750.00
2. Four (4) Savage 12-gauge shotguns	\$ 500.00
3. Six (6) Riot 18-7 12-gauge K-120 shotguns	\$ 750.00
Total: \$3000.00	

All persons interested in this exchange are invited to attend the meeting of the Board of Commissioners to be held April 17, 2023, at 7:00 p.m. at the Granville County Convention and Expo Center, 4185 US Highway 15 South, Oxford, NC. At that time the board intends to authorize the exchange of the properties described above.

Robert Fountain
Sheriff

LEGAL

LEGAL

LEGAL

NOTICE OF
EXECUTOR

NOTICE OF SERVICE
OF PROCESS BY

action. The nature of the
relief sought is a tax lien

553114

ORDER INFO	customer's order no.	phone	date 14mar23
	name Granville CO. Sheriffs Dept.		
	address		
	city, state, zip		
	sold by	cash ☐ charge ☐ check ☐ c.o.d. ☐ on acct. ☐ # _____	shipping information

quantity	description		price	amount
1	14	Mossberg 12ga	125	each
2				
3	4	Savage 12ga	125	each
4				
5	6	Piot 18-7 12ga	125	each
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				

~~5000.00~~
total 3000.00

CROSS CREEK OUTDOOR
SUPPLIES

537 CROSS CREEK RD

HENDERSON NC 27537

received by



Granville County Environmental Services

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Jason Falls
Department: Environmental Services
Date: April 17, 2023
Title: Landfill Contract Continuation/Clarification/Approval for Fuel Surcharge Component

PURPOSE:

Landfill Operations Contract Continuation/Clarification/Approval for Fuel Surcharge Component

BACKGROUND:

County staff failed to include the fuel surcharge component to the Landfill Operations Contract presented to the Board at their regular meeting on April 3, 2023. Due to the uncertainty of fuel prices within the next 14 months (term of the contract approved by Board at the April 3rd meeting), the County Attorney and Manager recommended bringing this to the board for approval. Attached is the existing agreement with Landfill Contractor, a draft amendment to the current contract prepared by the county attorney which was approved by the Board at their regular meeting on April 3, 2023, (minus the fuel surcharge component) and is discussed here within. Also, included is an attachment showing any escalating fuel surcharges the county would be responsible for.

COMPLIANCE WITH CONTRACT & PURCHASING POLICY:

The Board approved a 14-month extension to the current contractor which is set to expire on June 30, 2024 at their regular meeting on April 3, 2023. All contract and purchasing policies will be followed by staff upon approval by the Board of County Commissioners. Per local and state contract and purchasing requirements, county staff is working on developing an RFP within the next few months with a new contract to be executed prior to July 1, 2024.

FUNDING:

Funds are available within this year's budget to cover any fuel surcharges. Funds for this line item as budgeted and proposed in FY23-24 would allow us to cover overage costs for fuel up to \$5.26/gallon. As of the date of this letter, local off-road fuel cost was quoted at a rate of \$3.499.

RECOMMENDATION:

Environmental Services Director recommends board approval for the fuel adjustment clause as discussed in the attached amendment.

ATTACHMENTS:

Current Landfill Contractor Agreement
Draft Addendum to Landfill Operations Contract

Fuel Surcharge Calculation Sheet

ACTION TAKEN:

Approved 3/18/13

**Agreement for the Management and Operations of the
Granville County Municipal Solid Waste ("MSW") Landfill and the
Granville County Construction and Demolition ("C&D") Landfill**

NORTH CAROLINA

GRANVILLE COUNTY

THIS AGREEMENT, made and entered into this 18th day of March, 2013,
Between the **COUNTY OF GRANVILLE**, a North Carolina body politic and corporate of the
State of North Carolina, hereinafter referred to as "County", and **HUFF SOIL
CONSERVATION SERVICES, INC.**, a North Carolina corporation, with its principal office in
Granville County, North Carolina, hereinafter called "Company or Contractor";

WITNESSETH:

WHEREAS, County has found it necessary to provide for the disposal of municipal solid waste, construction and demolition waste, yard waste, tree limbs, brush, pallets and the like, to serve all of Granville County citizens, businesses, and industries. The present Construction and Demolition Landfill (Permit # 39-01) will be expanded to include Municipal Solid Waste with an approved operational footprint of 157.8 acres. The Granville County Municipal Solid Waste Landfill (MSW) will operate under all applicable State of North Carolina laws, rules and regulations; and

WHEREAS, County has determined that the contract operation of a MSW would be desirable to the citizens of the County; and

WHEREAS, Company has previously operated the County's two MSW landfills and represents that it has the manpower, equipment and expertise to operate a MSW landfill (the "MSW landfill"), at the present site of the Oxford Construction and Demolition Landfill ("C&D landfill") which is located at 6584 Landfill Road, Oxford, NC 27565; and

WHEREAS, the parties wish to consolidate the current contract for the operation of the C&D landfill with the contract for the operation of the new MSW landfill and to terminate the existing C&D landfill contract.

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NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties contract and agree as follows:

1.0 TERM

1.1 Subject to provision for early termination as hereinafter set forth, the term of this Agreement shall be for a period of five (5) years beginning May 1, 2013 and terminating April 30, 2018. Unless either party terminates this Agreement by six (6) months advance written notice prior to the expiration of the first term, this Agreement shall renew for an additional term of five (5) years.

1.1.1 No later than November 1, 2013 and each year thereafter, the Company and the County shall meet and discuss the Company's performance during the preceding period.

This provision is designed to allow the Company and the County to discuss and decide long range aspects of the disposal system, to include capital equipment purchased prior to the expiration date of the Agreement, and to allow for improvement in the disposal system.

1.1.2 Anything to the contrary herein notwithstanding, either party may terminate this Agreement during the initial term, or any extension thereof, upon six (6) months advance written notice.

2.0 INSURANCE

2.1 Company shall carry and keep current workmen's compensation (even if not required to do so by the State of North Carolina) and unemployment insurance as required by the State of North Carolina. Commercial General Liability and Automobile Liability coverage will be maintained with not less than the following limits:

Bodily Injury Liability	\$1,000,000 each person \$2,000,000 general aggregate
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Property Damage Liability	\$300,000 each occurrence
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Comprehensive General Liability	\$1,000,000 each occurrence \$2,000,000 general aggregate
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Combined single limit (automobile—any auto, hired auto, non-owned auto))

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Company further agrees to furnish proof of existence of such coverage to the County at least ten (10) days prior to the effective date of this Agreement. County shall be named an additional insured under the Automobile Liability and Commercial General Liability policies of insurance. Original certificates of such insurance will be furnished and shall contain the provision that the County will be given thirty (30) days written notice of any intent to amend or terminate by either the Contractor or the insuring company.

3.0 RESPONSIBILITY OF THE COMPANY

- 3.1 Company will provide a certified operator at both the MSW landfill and the C&D landfill during operating hours which will be Monday through Friday, 7:30 a.m. to 4:00 p.m. No landfill operations will take place on Saturday. However, an individual or skeleton crew from Company will be needed to load mulch and stockpile materials (tires, white goods, metals, land clearing and/or yard wastes) on Saturdays from 8:00 a.m. to 12:00 noon.
- 3.2 Company shall stockpile tires, white goods, yard waste, and brush awaiting final disposal or shredding by third parties. County will pay Company, a total of \$12,000/year for stockpiling tires into trailers at Oxford and Butner.
- 3.3 Company shall provide, at an additional cost to County, sediment basin and riser basin construction and maintenance as the same may be required by applicable laws, rules, regulations and permit requirements or as the County shall specify. Company will furnish County with a good faith estimate of charges before work is begun. Equipment and manpower will be charged to County at the prevailing industry rate. County will provide, or pay for at cost, materials needed for construction and maintenance of the basins.
- 3.4 Company shall stockpile brush at the Butner disposal facility at least monthly. County will pay a mobilization fee of \$125.00 and a first hour charge of \$120.00 for each

mobilization. Additional hours beyond the initial mobilization and first hour charge will be billed at the rate of \$65.00 per hour.

4.0 COMPENSATION FOR SERVICES.

4.1 For operation of the MSW Landfill, County will pay Company as follows:

- 4.1.1 An annual fee of \$637,500.00 per calendar year this Agreement is in effect for the first 50,000 tons of Municipal Solid Waste disposed of, payable in equal monthly installments of \$53,125.00, payable by the 10th day of each month. Said annual fee shall be pro-rated for any partial year this Agreement is in effect based on the number of days services are provided during said calendar year divided by 365.
- 4.1.2 Tonnage in excess of 50,000 shall be disposed of by the Company at the rate of \$12.75/ton. Such amount (if any) shall be due and payable on or before January 31st for the calendar year ending December 31st of the previous year provided Company shall provide County with an invoice for such excess tonnage based on the tonnage reports supplied by County to Contractor for the previous calendar year at least 15 days prior to January 31st. Company's invoices shall be due and payable within 15 days from the date of receipt.

4.2 For operation of the C&D Landfill, County will pay Company as follows:

- 4.2.1 An annual fee of \$235,972.68 per calendar year this Agreement is in effect for the first 22,000 tons per year of C&D waste disposed of, payable in equal monthly installments of \$19,664.39 by the 10th day of each month. Said annual fee shall be pro-rated for any partial year this Agreement is in effect based on the number of days services are provided during said calendar year divided by 365.
- 4.2.2 Tonnage in excess of 22,000 tons shall be disposed of by Company at the rate of \$8.13 per ton. Such amount (if any) shall be due and payable on or before January 31st for the calendar year ending December 31st of the previous year provided Company shall provide County with an invoice for such excess tonnage based on the tonnage reports supplied by County to

Contractor for the previous calendar year at least 15 days prior to January 31st. Company's invoices shall be due and payable within 15 days from the date of receipt.

4.2.3 Once the C&D landfill reaches capacity, the provisions of this Agreement applicable to the operation of the C&D landfill (which are not part of the required operations of the MSW landfill or are otherwise addressed in the MSW Operations Plan including, without limitation, the payment provisions set out herein) shall terminate.

4.3 The price of off road diesel fuel will be evaluated for any qualifying adjustment each month based on the actual gallons of fuel purchased (in bulk) for the site. Each invoice will be compared to the project's base price per gallon and an adjustment will be made based on the total gallons purchased in excess of \$ 0.50 over or under the project base price. The project base price shall be \$3.795 per gallon. Changes in delivery and sales taxes are not subject to adjustment. All fuel invoices for each month shall be tabulated and compared to the project base price, plus or minus \$0.50, multiplied by the number of gallons purchased. This comparison will determine the price variance for each fuel purchase, and the total monthly variance will be entered on a line item in the pay application for OFF ROAD FUEL SURCHARGE/CREDIT.

For example, for the base price of off road diesel fuel set at \$3.795 /gal and the \$0.50 "Dead Band", then the invoiced amount of fuel must be above \$4.295/gal to warrant a surcharge, and the surcharge amount would only be calculated on the portion above \$4.295/gal. Specifically, if the price per gallon for a particular invoice is \$4.375 (tax included), then the surcharge would be calculated based on the total gallons purchased multiplied by \$0.08/gal. This way the Contractor assumes the risk on the first \$0.50/gal increase. Conversely, the Contractor will keep the savings on the first \$0.50/gal decrease in fuel prices and will credit the County once fuel drops below \$3.295 per gallon. All credits will be calculated in the same manner as the example increase as depicted above.

4.4 Compaction Ratio (See 6.2.1) is a performance based objective for the Company.

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4.5 Compensation paid to Company for the annual fee and excess tonnage fee for both the MSW and C&D landfills shall be adjusted annually on the first (1st) day of April each year beginning April 1, 2014 to reflect the percentage change in the Consumer Price Index for the preceding calendar year, but not to exceed 3%, based on the calendar year ending 3 months prior the date of adjustment. Each adjustment shall be effective on April 1st for the next 12 months ending March 31 of the following year.

5.0 Operations

5.1 General

The Contractor shall have in his possession a copy of, and be familiar with, the County Sanitary Landfill Permit for the MSW landfill and the C&D landfill as approved by the North Carolina Department of Environment and Natural Resources ("NCDENR").

All operations of the MSW landfill shall be in accordance with NCDENR regulations and the permit and operations plan dated June 2009, revised January 2012 (the "MSW Operations Plan"), a copy of which is attached hereto and incorporated herein by reference. All operations of the C&D landfill shall be in accordance with NCDENR regulations and the permit and operations plan dated December 2012 (the "C&D Operations Plan"), a copy of which is attached hereto and incorporated herein by reference (collectively, the MSW Operations Plan and the C&D Operations Plan are referred to as the "Operations Plans"). The Contractor shall be responsible for correction of operational violations cited by NCDENR involving items covered in this Agreement. Operations to correct violations shall commence immediately upon verbal or written notice from NCDENR and shall be at no cost to the County. It will be the Contractor's responsibility to comply with all federal, state and local laws, rules, regulations, and permit requirements. In the event that there is a discrepancy between the requirements of any federal, state, or local law, rule, regulation or permit requirement and this Agreement, the controlling legal authority will prevail.

5.2 The Contractor shall have full, complete and sole control and direction over all aspects of operations at the MSW landfill and the C&D landfill subject to inspection and oversight of the County. All improvements made by the Contractor shall remain on the property and become property of the County except to the extent where such improvements are required to be removed according to NCDENR regulations. The Contractor will maintain landfill access roads and landfill haul roads in a condition that is adequate to provide for the efficient passage of patrons, staff and contracted entities at all times. Contractor shall control mud, snow, and dust and shall use all commercially reasonable efforts to keep the roads free from the same. Stone, culverts, and engineered fabric shall be provided as needed by the County.

5.3 The County has the right to inspect all work performed by the Contractor. During the life of this Agreement, additional regulatory requirements may be imposed on these operations that impact the cost of doing business. In such event, the Contractor and County will attempt to reach an agreement regarding fair compensation. If unsuccessful, both parties agree to submit the disputed matter to the independent consultant advising the County/Contractor on municipal solid waste matter (currently Joyce Engineering Inc.) for a recommendation. In the event that parties are unable to agree, the parties shall first mediate the dispute within 60 days of written notice delivered by either party demanding mediation hereunder before engaging in any litigation. Said mediation shall be conducted in accordance with the Rules Implementing Statewide Settlement Conferences in Superior Court Civil Actions.

5.4 Site Security

Site security will be the responsibility of the County. This includes but is not limited to fencing, cameras, and enforcement of applicable laws (including trespassing) by the Granville County Sheriff's Office. Contractor or his designee shall during operating times cooperate with County personnel in the removal of unruly persons from the landfills. Contractor shall further enforce all rules and regulations as discussed in the MSW and C&D Operations Plan.

5.5 Monitoring

The County shall be responsible for all necessary testing, monitoring, engineering, reporting, and other related work and activities in connection with complying with the approved Permits for Groundwater, Stormwater, and Landfill Gas systems for the MSW landfill.

6.0 **Specific Operational Requirements**

6.1 Daily

6.1.1 Cover

The Contractor is to completely cover waste daily at the MSW landfill and once weekly at the C&D landfill with soil, tarps or Alternate Cover Material ("ACM") or a combination of all the above as specified in the MSW Operations Plan. A soil material stockpile adequate for 3 days shall be maintained to provide cover material under inclement weather conditions, in accordance with the County's permit.

6.1.2 Soil

Soil used as daily cover shall be placed a minimum of 6" thick and adequately cover all waste as defined in the MSW and C&D Operations Plans. Cover dirt should be scraped from the working face prior to operations on the following working day in order to re-capture airspace, maintain positive vertical travel of leachate and to minimize the amount of clean soil needed for daily cover activities.

6.1.3 Alternate Cover Material

Only ACMs approved by NCDENR and noted in the MSW Operations Plan shall be used at the MSW landfill. All ACMs shall be used in accordance with the MSW Operations Plan. An ACM is the preferred method of establishing daily cover and shall be used by the Contractor in lieu of soil unless extenuating circumstances apply.

6.1.4 Tarps

Tarps and equipment used to place tarps will be purchased and maintained by the Contractor in accordance with the MSW Operations Plan. When tarps are placed as daily cover they must be anchored. If tires are used for anchoring those tires should be painted contractor's orange which will identify them as anchoring devices rather than waste.

6.1.5 Working Face

The Contractor in conjunction with County shall operate a program of spot checking loads in accordance with the MSW and C&D Operations Plans and all applicable laws, regulations, and ordinances. The working face shall be kept as small as practically possible. Landfill customers will be directed by the Contractor to deliver waste onto the working face.

6.2 Monthly/Quarterly Operations (MSW landfill)

6.2.1 Compaction Ratio*

Target placement and compaction of waste at the landfill shall be 1,200 – 1,300 pounds per cubic yard. An aerial survey to determine compaction rate shall be made quarterly if needed, but at least annually at the County's expense. The County, when requested by the Contractor and mutually agreed upon, shall pay a licensed surveyor at County's expense to place, or have placed, grade stakes, which shall be used to direct operators so that elevations are not inadvertently exceeded.

Payment for services resulting in a compaction ratio greater or less than those listed above will be paid as follows:

Compaction Ratio (lbs/cy)	Percentage of Contract Amount
< 999	75%
1,000 – 1,200	90%
1,200 – 1,300	100%
1,300 – 1,400	110%

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>1,401	125%
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**Compaction Ratio Performance Standard will not come into effect until 100% of the "fluff" or initial layer of trash has been disposed.*

In the event that Contractor achieves a compaction ratio for the previous calendar year greater than 1,300 pounds per cubic yard, County shall pay Contractor a compaction bonus within 120 days of the end of the calendar year. In the event that Contractor achieves a compaction ratio for the previous calendar year less than 1,200 pounds per cubic yard, County shall pay Contractor the new Contract Amount for the new calendar year. In the event that Contractor fails to achieve a compaction ratio of 1,200 lbs/cy during the final year this Contract is in effect, Contractor shall repay County the difference between what Contractor was paid for the previous calendar year and what Contractor would have been paid under the compaction ratio for the new calendar year as determined above. For example, if the annual fee for the last calendar year this Contract is in effect is \$729,000 and Contractor was paid that amount but achieved a compaction ratio of 900 lbs/cy, then Contractor shall repay County \$182,250 within 60 days of being notified by the County of the compaction ratio for the previous year. County may withhold said repayment in whole or in part from any payments due Contractor and Contractor shall remain liable for the balance.

6.3 Operations for other areas of the MSW landfill and C&D landfill

6.3.1 Litter, Dust, and Noise Control

The Contractor shall use reasonable efforts to maintain and keep free of litter and other foreign material all areas within the MSW landfill and C&D landfill, all County properties contiguous with the landfill operations and on all access roads within the landfills. The Contractor shall be responsible for maintaining the landfills reasonably clean and vector-free.

The Contractor's responsibility for policing the landfills for litter, trash and debris shall begin at the gate to the landfills and Contractor shall have total responsibility for keeping the landfills behind the gates reasonably free of litter, trash, and debris (not properly disposed of) on a daily basis.. A more extensive cleanup of the landfills shall be completed on a weekly basis. The Contractor is responsible for supplying and erecting litter

control fencing and relocating the fencing as needed to control windblown waste.

The Contractor shall furnish, maintain, and use dust control equipment, such as a water truck(s), to protect employees, the public, and adjacent properties, and to minimize the creation of dust at the landfills.

6.3.2 Maintenance Area

No equipment or material storage will be made available by County other than existing facilities. No open or closed containers should be left on the ground while being serviced or parked. The County is not responsible for providing any equipment maintenance other than sump pumps at the MSW landfill.

6.3.3 Scale House

The County will operate and maintain the scale house and scales including employing and directing all activities of the scale house attendant.

6.3.4 Type 1 Compost Facility

The Type 1 Compost Facility area shall be operated and maintained by the Contractor in accordance with the MSW Operations Plan and NCDENR Regulations.

6.3.5 Land Clearing Debris (Solid waste generated from land clearing activities)

The brush pile shall be maintained by the Contractor in accordance with the MSW Operations Plan and NCDENR Regulations. This material is ground as needed by County or its contractor.

6.3.6 White Goods

The White Goods area shall be maintained by the Contractor in accordance with the MSW Operations Plan and NCDENR Regulations. Freon shall be removed by the Contractor or his designee in accordance with applicable State laws, rules, regulations, and permit requirements. Units processed and ready for recycling will be marked with an "X" in contractor's orange paint. Freon removal charge will be \$12.00 per unit, and will be billed to the County separately. The County shall be responsible for arranging for scrap metal to be removed for recycling and assisting those persons performing those services in accordance with NCDENR Regulations. The County shall bear any expense incurred and shall be entitled to any proceeds from this activity.

6.3.7 Tire Disposal

The tire disposal area shall be maintained by the Contractor in accordance with the MSW Operations Plan and NCDENR Regulations. Tires at Oxford and Butner are removed every 10 days. Additionally, the Contractor shall direct stacking operations and maintain ease of access for patrons. Tire trailers are provided and removed under a separate contract. Contractor will notify the scale house attendant when a new tire trailer is needed. County will pay Contractor \$12,000 annually at the rate of \$1,000/month to stockpile tires into trailers at both the Oxford and Butner MSW facilities.

6.3.8 Borrow Area

The Contractor is responsible for conducting Borrow Area operations in an orderly fashion including but not limited to, proper sequencing, removal and management of materials, installation and maintenance of erosion and sediment control features, stormwater control, seeding, and mowing. Permitting of new borrow areas and testing related to permit requirements shall be the responsibility of the County

7.0 Equipment

7.1 Equipment for the MSW Landfill:

7.1.1 Equipment will be needed for spreading and compacting wastes, hauling, spreading and compacting cover material, for support functions such as access road construction and maintenance, dust control, mud control and drainage channel excavation. The Contractor is solely responsible for all equipment costs including maintenance, fuel, etc.

7.1.2 The following is a sample list of equipment that may be used by the MSW landfill to perform the functions at the MSW landfill. Backup equipment should be provided and put into use within 24 hours of the initial breakdown of the primary piece of equipment. The equipment used on site may be modified with County approval as necessary. It is understood by both County and Contractor, that the required 70,000 lbs. or larger Compactor will not be used on the MSW Landfill until the "fluff" or initial layer is filled with trash.

Table 1 General Equipment Specifications		
Equipment	Specification	Primary Use
Compactors	70,000 lb. or larger	Pushing & spreading waste, compacting waste
Tracked bulldozers	Cat D6 or equivalent	Pushing & spreading waste or soil, shaping roads and general construction
Tracked loaders	963 or larger	Pushing & spreading waste or soil, shaping roads and general construction
Loaders & or Excavator		Excavation of waste and soils
Pan or Articulated Dump Truck		Moving soil
Water Dispersion Truck/Equipment		Fire and dust control
Utility Tractor and/or Motor Grader	With Attachments	Site maintenance including drainage courses, snow removal, mowing, street sweeping
Pick-up truck	4 Wheel Drive	Maintenance vehicle
Pumps	Portable and Irrigation	Moving stormwater, filling portable water storage tank

7.2 Contractor shall provide sufficient equipment to operate the C&D landfill in accordance with requirements of this Agreement and all state, federal, and local laws, rules, regulations, and permit requirements.

7.3 Safety features of equipment

All equipment used at the landfills shall have safety features in accordance with OSHA, local, state, and federal safety standards and be in adequate condition and repair to function dependably. Where applicable, equipment shall have:

- Fire extinguishing equipment
- Proper lights and motion alarms
- Under carriages suitable for working at a landfill

7.4 Certificates of Insurance

Certificates of insurance shall be provided to the County not less than 30 days prior to expiration of current certificates for all vehicles used in connection with the performance of this Agreement including, but not limited to, all vehicles which are owned by the Contractor, its affiliates, vendors or lessors that have agreements with the Contractor. The Contractor will maintain a copy of all insurance records on-site.

7.5 Equipment for MSW Landfill

7.5.1 Vehicles and specs based on volume waste

TABLE 2 Equipment Quantity		
Average Waste Intake Range (tons/day*)	Required Equipment Type and Use	Minimum Operating Units Required
0-500	Compactor	1
	Tracked Bulldozer and/or	1
	Tracked Loader	1
	Loader & or Excavator	1
	Pan or Articulated Dump Truck	2
	Water Dispersion Truck/Equipment	1
	Utility Tractor with Attachments	1
	Pick-Up Truck	1
	Pumps	1
	Motor Grader	1
500-1,000	Compactor	2
	Tracked Bulldozer and/or	2
	Tracked Loader	1
	Loader & or Excavator	1
	Pan or Articulated Dump Truck	2
	Water Dispersion Truck/Equipment	1
	Utility Tractor with Attachments	1
	Pick-Up Truck	1
	Pumps	1

The equipment specified above is the minimum requirement. In the event that the Contractor deems additional equipment advantageous to his operation, the County shall not be responsible to provide additional compensation unless prior authorization has been granted by the County.

7.6 Equipment for Type 1 Compost Facility

7.6.1 General

Yard trash such as grass, leaves, and similar vegetative material shall be disposed of in the Composting Facility area. This material should be windrowed as received in accordance with the Operations Plan(s) and NCDENR Regulations.

The Contractor shall bear any expense incurred for maintaining and operating this area. Distribution of compost material shall be handled by

the Contractor and sold to the public at a price determined by the County. The County shall be entitled to any proceeds from the Compost Facility.

7.6.2 Equipment

The County accepts less than 100 tons of yard trash per year. The major piece of equipment available for use at the Compost Facility is a Loader. The tonnage will be reviewed annually and equipment/personnel adjusted as needed.

7.7 Thresholds for rental/lease

7.7.1 Downtime

Contractor shall provide backup equipment capable of similar operations within 24 hours of any equipment downtime.

7.7.2 Special projects

Maintenance projects that are not critical for daily operations may be completed at the Contractor's expense with use of equipment not maintained onsite. All equipment shall have an operator certified to operate said equipment.

8.0 **Personnel**

8.1 General

8.1.1 The Contractor shall be prepared to provide at the C&D landfill at least one Equipment Operator on an emergency basis after normal hours of operations if emergency services are needed.

8.1.2 In the interest of safety, the County may request that the Contractor remove any operator County deems to be unfit to perform the required

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duties or that may be a threat to human life. This request must be documented in writing. The Contractor shall remove the operator in question within two (2) hours after receipt of such a request. A substitute operator must be available and in place within 24 hours of the request.

- 8.1.3 Contractor must provide sufficient operators to meet the standards set out in the Operations Plans. In the absence of operators, a qualified replacement operator must be in place within two (2) hours of equipment shut down if the number of operators present at the site is not sufficient to meet the requirements of the Operations Plans. All replacement operators must meet the qualification standards of the operator being replaced.

8.2 Training/certification

The Contractor shall employ, at all times, a minimum of one (1) person certified as a Manager of Landfill Operations ("MOLO"). The Contractor shall have, on-site at all times when MOLO certified personnel are not available, a minimum of one (1) person certified as a Landfill Operator. Employees at the landfills shall hold certificates in accordance with NCDENR Regulations. Documentation of certifications shall be provided to the County not less than 30 days prior to expiration of current certification. The Contractor will maintain a copy of all certifications on-site.

8.3 Employee titles and numbers based on tonnage

Employee titles and numbers based on tonnage shall be set out in Table 3:

TABLE 3 Employees		
Average Waste Intake Range (tons/day*)	Personnel Title	Minimum Required per Shift
0-500	Superintendent	1
	Equipment Operator	3
	Maintenance Worker	1
	Laborer/Driver	1
500-1,000	Superintendent	1
	Equipment Operator	4
	Maintenance Worker	1
	Laborer/Driver	1

8.4 Roles and Responsibilities

8.4.1 Superintendent

The Contractor shall designate a Landfill Superintendent. The Landfill Superintendent shall be responsible for:

- Coordinating all activities
- Serving as a direct contact to the County's representative
- Functioning in a supervisory capacity
- Being present for all official inspections
- Being present on-site daily except for normal leave
- Directing daily operations
- Equipment maintenance
- Daily logs of activities
- Supervising secondary waste screening
- Conducting monthly safety meetings

The Landfill superintendent shall be certified as a MOLO in accordance with NCDENR Solid Waste Regulations.

8.4.2 Equipment Operator

Equipment Operators shall be employed by the Contractor. Equipment Operators shall be matched with operation of equipment as needed for landfill operations. Equipment Operators shall be certified as Landfill Operators in accordance with NCDENR Solid Waste Regulations.

8.4.3 Maintenance Worker/Laborer

Maintenance Workers shall be employed by the Contractor. Duties include but are not limited to:

- Grass cutting
- Transporting
- Litter pickup
- Ditch maintenance
- Road maintenance

9.0 **Monitoring and Maintenance**

9.1 **General**

9.1.1 The Contractor shall be responsible for maintaining vegetation at the MSW landfill. This service includes:

- All eroded and bare areas shall be fertilized, limed, and seeded two (2) times annually until vegetation is established. Seeding shall follow the approved Erosion and Sediment Control Plan in accordance with the North Carolina Erosion and Sediment Control Planning and Design Manual
- Grass areas along roads, near stockpiles, and other areas shall be fertilized and limed annually. The Contractor shall conduct appropriate soil tests annually at his expense to determine application rates if directed to do so by the County.

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- All areas of the landfills shall be mowed a minimum of two (2) times per year (one event being in the fall, after seed heads are set). Grass areas adjacent to the entrance and scale house shall be maintained at a height not to exceed 6 inches.
- The Contractor shall maintain adequate access to all monitoring points on site as indicated by the monitoring plan.

9.1.2 Erosion and Sediment Control Features (E&S)

9.1.2.1 Weekly and heavy rainfall inspections shall be the responsibility of the County.

9.1.2.2 The Contractor shall install and maintain features as needed to control erosion and stormwater runoff at the landfills including borrow areas. All features shall be in conformance with the NC Erosion and Sediment Control Planning and Design Manual.

9.1.2.3 The Contractor shall clean and repair E&S and stormwater features on a regular basis so that the system is functioning as designed. After discussions with County, the Contractor shall clean all ponds/sediment as needed at the County's cost.

9.1.2.4 The Contractor shall be responsible to inspect the landfills for compliance with E&S requirements on a daily basis. The landfills should be reviewed for compliance with the Operations Plans and NCDENR Regulations including but not limited to:

- Cover integrity
- Leachate seeps (within 12 hours of first observation)
- Odor Control
- Vector Control

- Windblown Litter

Any areas found to be out of compliance should be remedied by the Contractor immediately.

9.2 Leachate

9.2.1 Inspection

The County will be responsible for inspection and cleaning of leachate system. The Contractor shall assist with accessibility to leachate system for inspections and cleaning.

9.2.2 Sampling and Generation Records

The County will be responsible for obtaining leachate samples and maintaining leachate generation records in accordance with the treatment facility's requirements, the MSW Operations Plan, and NCDENR Regulations.

9.2.3 Disposal

Leachate disposal shall be handled under a separate contract to be administered by the County. The Contractor and the County shall assist with accessibility to the leachate pumping station as well as coordination with the contracted transporter and Publically Owned Treatment Works (the "POTW Facility") to anticipate periods of higher or lower than normal leachate volume generation rates.

10.0 Construction of Landfill Areas

Construction activities associated with new landfill phases/cells including but not limited to grading, clearing and grubbing, ponds, roads, leachate and liner system installation, etc. shall be handled under a separate contract.

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Upon new construction at the MSW landfill this Agreement will be amended to include routine maintenance associated with the new area and any other matters which are required to be addressed under applicable laws, rules, regulations, or permit requirements.

11.0 Closure Activities

Closure activities including but not limited to cap construction, landfill gas (LFG) system installation, etc. shall be handled under a separate contract.

Upon closure of any portion of the landfill, this Agreement will be amended to include routine maintenance associated with closure items including LFG passive and/or active systems.

12.0 Fees/Monies

12.1 Operational fees

12.1.1 Annual permit renewal

The County is responsible for all permit renewal fees associated with the landfills.

12.1.2 Tires

The County shall be responsible for all fees paid to third parties associated with tire grinding and disposal. County pays Contractor \$12,000.00 annually at \$1,000.00/month for stockpiling tires into trailers at Oxford and Butner

12.1.3 White goods

The County is responsible for all fees paid to third parties associated with maintaining the White Goods area. County pays Contractor \$12.00/unit to remove all Freon from appliances.

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12.1.4 Expansion fees

The County is responsible for all permitting fees associated with the expansion of any portion of the landfills.

12.1.5 Violation fees or penalties

The Contractor shall be responsible for any violation fees or penalties imposed by NCDENR or other regulatory agency that are associated with activities defined in the Operations Plans and/or this Agreement and shall protect, defend, indemnify and hold County harmless of any such violation fees or penalties.

12.2 Income

12.2.1 General

The County shall receive any and all revenue generated by the operation of the landfills.

12.2.2 Recyclable goods

12.2.2.1 Metal – County will pay transportation costs to metal processor. The County and Company shall share equally gross revenue(s) from recycled metals being pulled from the working face of the landfills. Company staff should place all metals into the County-provided 40 yard container where County will provide copies of all weigh tickets and payments received to Company. Company shall comply with all applicable laws, rules and regulations in removing metals from the working face.

12.2.2.2 Tires – The County shall pay for all costs and obtain any proceeds associated with tire recycling.

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13.0 MISCELLANEOUS PROVISIONS.

- 13.1 Contractor agrees to protect, defend, indemnify and hold the County, its employees and elected and appointed officials harmless from any and all liability arising out of or in any way connected with the activities of the Contractor, Contractor's employees, agents, and anyone else working for or on behalf of Contractor arising out of or from Contractor's services as contemplated by this Agreement.
- 13.2 Company agrees that, in the performance of this Agreement, the Company will not discriminate against any employee or applicant because of race, color, creed, national origin, sex, age, or ancestry
- 13.3 Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed given as of (a) the date it is delivered by hand to the parties listed below; (b) the date 3 days following the date it is deposited in the mail, postage prepaid, return receipt requested, addressed to the parties listed below; or (c) the date 3 days following the date it is sent, shipping prepaid, return receipt requested, by a national courier service, addressed to the parties listed below:

GRANVILLE COUNTY:
 Granville County
 Attn: County Manager
 P.O. Box 906 (mail)
 141 Williamsboro Street (delivery)
 Oxford, NC 27565

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Copy to: Hopper, Hicks & Wrenn, PLLC
 Attn: James C. Wrenn, Jr., County Attorney
 111 Gilliam Street (delivery)
 P.O. Box 247 (mail)
 Oxford, NC 27565

CONTRACTOR:
 Huff Soil Conservation Services, Inc.
 Attn: Winfred Huff, President
 2528 Highway 158 West
 Oxford, North Carolina 27565

- 13.4 Neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party. Contractor may not subcontract any of its obligations hereunder without County's express written permission. In such event, such subcontractor must have insurance in the same types and amounts required of contractor hereunder.
- 13.5 Except as herein specifically provided otherwise, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Contractor and the County. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of Contractor and the County that any such person or entity, other than Contractor and the County, receiving services

or benefits under this Agreement shall be deemed an incidental beneficiary only.

- 13.6 This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement shall supersede, terminate and replace any prior agreements for these services entered into by the parties. This Agreement merges all prior discussions among the parties and no party shall be bound by conditions, definitions, warranties, understandings, or representations concerning such subject matter except as provided in this Agreement or as may be specified later in writing and signed by properly authorized representatives of the parties.
- 13.7 The failure of a party in any instance to insist upon the strict performance of the terms of this Agreement shall not be construed to be a waiver or relinquishment of any of the terms of this Agreement, either at the time of the party's failure to insist upon strict performance or at any time in the future, and such term or terms shall continue in full force and effect.
- 13.8 The construction and performance of this Agreement shall be governed by and construed pursuant to the laws of the State of North Carolina. Venue for any legal actions initiated concerning this Agreement or arising in any way from and out of this Agreement shall be brought in the appropriate state court sitting in Granville County, North Carolina, having jurisdiction over said claim. The parties waive any right they may have to venue in

any other jurisdiction and agree to submit to the jurisdiction of said court and any appellate court having jurisdiction over appeals from said court.

13.9 Each clause of this Agreement is a distinct and severable clause; and if any clause is deemed illegal, void or unenforceable, the validity, legality and/or enforceability of the remaining clauses or portion of this Agreement shall not be affected thereby.

13.10 If any party shall be delayed or prevented from the performance of any act required by this Agreement by reason of acts of God; strikes, lockouts, labor troubles, inability to procure materials or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

13.11 Neither party shall be considered the drafter of this Agreement. No provision shall be interpreted for or against either party because that party or that party's legal representative drafted such provision.

13.12 Any amendment to this Agreement shall be in writing and duly executed by appropriate representatives of each of the parties.

13.13 By signing below the parties hereto certify that they have read the entire contents of this Agreement; have individually been afforded sufficient opportunity to obtain independent legal advice prior to executing this

Agreement; fully understand the provisions set forth in this Agreement and acknowledge that each term, condition and provision is fair and reasonable; and, that each party has received a signed copy of this Agreement.

13.14 James C. Wrenn, Jr. is County Attorney for Granville County. Hopper, Hicks, & Wrenn, PLLC provides legal services to the County. James C. Wrenn, Jr. and Hopper, Hicks, & Wrenn, PLLC both have provided legal services to Contractor and to Contractor's president in the past. James C. Wrenn, Jr. and Hopper, Hicks, & Wrenn, PLLC have only provided legal services to County with respect to this Agreement. Both parties acknowledge and waive any conflicts that may exist.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the County has caused this Agreement to be duly executed in its name and behalf, with its seal affixed hereto, and the Company has caused this Agreement to be duly executed in its name and behalf, with its corporate seal affixed hereto, the day and year first above written.



GRANVILLE COUNTY BOARD OF COMMISSIONERS

By Edgar Smoot
Chairman, Board of County Commissioners

ATTEST:

Walter A. Weary
Clerk to the Board

HUFF SOIL CONSERVATION SERVICES, INC.

By Winfred Huff
Winfred Huff, President

ATTEST:

Patricia H. Huff
Secretary

THIS INSTRUMENT HAS BEEN APPROVED IN THE
MANNER REQUIRED BY THE LOCAL GOVERNMENT
BUDGET AND FISCAL CONTROL ACT.

Michael S. Felts
Michael S. Felts FINANCE DIRECTOR

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Landfill Contractor Fuel Charge Calculations

Average No. of Gallons Purchased/Month	1500
Contract Base Price	3.59

<u>Overage Amount (>\$.025)</u>	<u>Difference</u>
3.75	0.16
4.00	0.41
4.25	0.66
4.50	0.91
4.75	1.16
5.00	1.41
5.25	1.66
5.50	1.91
5.75	2.16
6.00	2.41
6.25	2.66
6.50	2.91
6.75	3.16
7.00	3.41
7.25	3.66
7.50	3.91

County Fuel Charge Reimbursement

No Cost to County

\$615.00

\$990.00

\$1,365.00

\$1,740.00

\$2,115.00

\$2,490.00

\$2,865.00

\$3,240.00

\$3,615.00

\$3,990.00

\$4,365.00

\$4,740.00

\$5,115.00

\$5,490.00

\$5,865.00



Granville County Administration

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: April 17, 2023
Title: Granville County Library System Board of Trustees

PURPOSE:

To make an appointment to the Granville County Library System Board of Trustees.

BACKGROUND:

The function and duties of the Board of Trustees of the Granville County Library System are those as set forth in the General Statutes of the State of North Carolina. They include, but are not limited to, the appointment of a Director of Libraries, the adoption of policies, rules and regulations for the governance of the library in the best interest of the citizens of the community, the authorization of sound fiscal policies and the adoption, and amendment as needed, of the annual budget. As citizens, they advise the Library administration on services to fulfill the library needs of the community, represent the Library to the community and advance support of the Library among funding authorities.

Martha Wrenn (District 2) resigned and needs to be replaced. An application from Byron Goff (District 2) has been received for consideration.

Others serving:	Lynn Allred	District 1
	Vacant	District 2
	Karen Alley	District 7 appointed by 3
	Juanita Rogers	District 4
	Anne Payne	District 5
	Amy Wester	District 6
	Teresa Walker	District 7

ACTION TAKEN:



Granville County Administration

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Korena Weichel, Assistant County Manager
Department: Administration
Date: April 17, 2023
Title: Resolution Approving Conveyance of Personal Property

PURPOSE:

To approve a resolution for conveyance of personal property determined to be surplus, obsolete, and/or unused to non-profit organizations pursuant to G.S. §160A-280.

BACKGROUND:

The County owns numerous office furniture and other related items stored at various locations which have been determined to be surplus, obsolete, or no longer able to be used in County service. County staff previously attempted to sell items that had any perceived value on the GovDeals platform but without results.

Those unsold items and other miscellaneous items determined to have little, or no value are currently taking up much needed storage space. Per the attached resolution, the County has determined that the public will benefit from the conveyance of the property described above by enabling governmental units or non-profits to continue to serve the citizens of Granville County, the citizens of the State of North Carolina, and the citizens of the United States. Therefore, the County intends to relocate these items to the Expo grounds and hold a surplus event on Saturday, May 13, 2023 at which organizations exempt from taxation pursuant to Internal Revenue Code section 501(c)(3) may select and receive conveyance of the items.

In accordance with the notice requirements of N.C.G.S. §160A-280, public notice of this resolution was given by posting on the county website on Wednesday, April 12, 2023.

A social media campaign, website posting, and press release will announce the surplus event in a broad manner to ensure as much exposure as possible. The organizations will be encouraged to pre-register and submit proof of 501(c)(3) exemption ahead of the event date. For those who do not pre-register, proof of exemption status will be confirmed by County staff prior to permitting access to the surplus event. County staff will manage the event and register all organizations along with what property was conveyed to them.

Any of the surplus items not conveyed to a non-profit as set out herein shall be deemed to have no value and may be discarded in any manner as determined by the County Manager in his reasonable discretion.

COMPLIANCE WITH CONTRACT & PURCHASING POLICY:

Complies with N.C.G.S §160A-280.

FUNDING:

N/A

RECOMMENDATION:

County administration recommends approval of the Resolution Approving Conveyance of Personal Property Pursuant to G.S. §160A-280.

ATTACHMENTS:

Resolution to Convey Surplus Items to Non-Profits Under G.S. §160A-280
Property Disposal Options for North Carolina Local Governments

ACTION TAKEN:

**Resolution Approving Conveyance of Personal Property to
A Nonprofit Organization Pursuant to G.S. 160A-280**

- Whereas,** the County of Granville owns numerous furniture and other related items determined to be surplus, obsolete, or no longer able to be used in County service generally described as follows:
- Office desks, side chairs, metal file cabinets, bookcases, and miscellaneous office items stored at various County locations previously taken out of service and no longer used or needed by the County which property will be fully inventoried prior to conveyance as set out herein; and
- Whereas,** North Carolina General Statute §160A-280 authorizes a city or county to convey personal property for nonmonetary consideration to any governmental unit within the United States or a nonprofit organization incorporated by (i) the United States, (ii) the District of Columbia, or (iii) one of the United States if the governing board deems the property to be surplus, obsolete, or unused; and
- Whereas,** the County of Granville has determined that the personal property described above is surplus, obsolete, or unused; and
- Whereas,** the County of Granville intends to hold a County surplus event on May 13, 2023 (or such other day as may be designated by the County Manager in the event of inclement weather or other delay determined necessary by the County Manager) at which any governmental unit within the United States or any nonprofit organization incorporated by (i) the United States, (ii) the District of Columbia, or (iii) one of the United States which is exempt from taxation pursuant to Internal Revenue Code section 501(c)(3) may select and receive conveyance of selected items; and
- Whereas** the County of Granville finds that the public will benefit from the conveyance of the property described above by enabling the nonprofit to continue to serve the citizens of Granville County, the citizens of the State of North Carolina, and the citizens of the United States.
- Therefore,** the Granville County Board of Commissioners resolves that:
1. The County Manager is authorized to execute all documents necessary to convey title to surplus items identified above to any governmental unit within the United States or any nonprofit organization incorporated by (i) the United States, (ii) the District of Columbia, or (iii) one of the United States which is exempt from taxation pursuant to Internal Revenue Code section 501(c)(3) participating in the County surplus event to be held on May 13, 2023 or such other day as determined by the County Manager following proper notice.
 2. The consideration for the conveyance is continued service to the citizens of Granville County, the citizens of the State of North Carolina, and the citizens of the United States.
 3. In accordance with the notice requirements of N.C.G.S. § 160A-280, public notice of this resolution was given by posting on the county website on Wednesday, April 12, 2023.

4. The County shall keep records sufficient to document the property conveyed to each eligible recipient as set out above.
5. Any of the surplus items not conveyed to a non-profit as set out herein shall be deemed to have no value and may be discarded in any manner as determined by the County Manager in his reasonable discretion.

Adopted this the ____ day of _____, 20__.

ATTEST

Russ May, Chairman
Granville County Board of Commissioners

Debra Weary, Clerk to the Board

Property Disposal Options For North Carolina Local Governments

General Disposal Methods	Personal Property UNDER \$30,000	Personal Property OVER \$30,000	ALL Real Property
Sale			
Competitive sale by public auction (<i>G.S. 160A-270</i>); sealed bid (<i>G.S. 160A -268</i>), or upset bid (<i>G.S. 160A-269</i>)	Yes	Yes	Yes
Private negotiated sale with governing board approval (<i>G.S. 160A-266(b)</i> and <i>160A-277</i>), or by local policy (<i>160A-266(c)</i>)	Yes	No	No
Exchange			
Exchange with public and private entities (<i>G.S. 160A-271</i>)	Yes	Yes	Yes
Lease			
Lease with term over 10 years treated as sale of property (<i>G.S. 160A-272</i>)	Yes	Yes	Yes
Discard			
Discard because has no value, unable to sell, or poses threat to public health or safety (<i>G.S. 160A-266(d)</i>)	Yes	Yes	No
Raffle surplus property (<i>G.S. 14-309.15</i>)	Yes	Yes (\$125,000 limit)	Yes (\$500,000 limit)
Donate			
Donate to non-profits, sister cities, and other units of government – does not apply to schools (<i>G.S. 160A-280</i>)	Yes	Yes	No
Donate or sell to public and private entities for continued public use – cities and counties only (<i>G.S. 160A-279</i>)	Yes	Yes	Yes
Convey to other units of government			
Convey to other units of government in NC under conditions “deemed wise” by governing boards (<i>G.S. 160A-274</i>)	Yes	Yes	Yes
Trade-In			
Trade-in included as part of bidding process for purchases of apparatus, supplies, materials, or equipment (<i>G.S. 143-129.7</i>)	Yes	Yes	No



Granville County Administration

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: April 17, 2023
Title: **County Manager's Report**

PURPOSE:

Any matters as needed by the County Manager.

ACTION TAKEN:



Granville County

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: County Attorney's Report
Date: April 17, 2023
Title: **County Attorney's Report**

Any items as needed by the County Attorney.

ACTION TAKEN:



Granville County Administration

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: April 17, 2023
Title: **Presentations by County Board Members**

PURPOSE:

Board members will make comments, give reports, and make announcements.

- Commissioner Jimmy Gooch
- Commissioner Zelodis Jay
- Commissioner Rob Williford
- Commissioner Sue Hinman
- Commissioner Tony W. Cozart
- Commissioner Timothy Karan
- Chair Russ May

ACTION TAKEN:



Granville County Administration

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: April 17, 2023
Title: **Any Other Matters**

PURPOSE:

To consider any other matters as needed.

ACTION TAKEN:



Granville County

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: April 17, 2023
Title: Closed Session - G.S. 143-318.11(a)(3) - Attorney-Client Matter

PURPOSE:

To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.

ACTION TAKEN:



Granville County Administration

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: April 17, 2023
Title: Closed Session as allowed by G.S. 143-318.11(a)(4)- Economic Development

PURPOSE:

To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations.

ACTION TAKEN: