

AGENDA
GRANVILLE COUNTY BOARD OF COMMISSIONERS



Monday, April 3, 2023

Call to order @ 7:00 p.m......**Chair Russ May**
Invocation and Pledge of Allegiance.....**Commissioner Zelodis Jay**

Consent Agenda

1. Budget Amendment #5 for Fiscal Year 2022-2023 (p. 3)

Public Comments

2. Public Comments (p. 7)

Planning Matters

3. Resolution: NCDOT Request for Abandonment of 0.16 Miles of SR 1214 (Roycroft Rd.) (p. 8)

Purchasing

4. Approval of Purchase of Replacement Emergency Communications Back-up Recorder (p. 16)

Sheriff Matters

5. North Carolina Governor's Highway Safety Program Grant Application (p. 41)
6. Surplus Declaration and Donation of Two Sheriff's Office Vehicles to Vance-Granville Community College (p. 47)
7. Donation of Surplus Shotguns to Stem Police Department (p. 53)
8. Purchase of Firearms and Tactical Equipment (p. 59)

Solid Waste Matters

9. Amendment and Extension of Landfill Operations Contract (p. 70)

Project Management

10. Award of Engineering Services Contract (\$154,400) for Triangle North Business Park to McGill Associates, PA (p. 102)

Appointments

11. Granville County Board of Adjustment (p. 110)

County Manager's Report

- 12. County Manager's Report (p. 111)

County Attorney's Report

- 13. Update on Compliance Review Procedures for Equitable Sharing Program and Other Federal Grants and Contracts (p. 112)
- 14. County Attorney's Report (p. 113)

Presentations by County Board Members

- 15. Presentations by County Board Members (p. 114)

Any Other Matters

- 16. Any Other Matters (p. 115)



Granville County Finance

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

To: Board of Commissioners
From: Steve McNally
Department: Finance
Date: April 3, 2023
Title: **Budget Amendment #5 for Fiscal Year 2022-2023**

PURPOSE:

To approve budget amendment #5

BACKGROUND:

As described in G.S. 159-15, these are amendments to the FY 2022-2023 operating budget presented by various operating departments, the Finance department, and the County Board of Commissioners. These update the existing budget to reflect necessary changes in spending and offsetting sources of funding, which result in a balance budget.

These amendments include funding for:

Kerr Tar Regional Economic Development
Property Revaluation process (applicable to Jan 1, 2024)

RECOMMENDATION:

The Finance Director and County Manager recommend approval of budget amendment #5

ATTACHMENTS:

BA#5 Summary
BA #5 Detail

ACTION TAKEN:

Budget Amendment #5 - Summary**General Fund**

Unassigned Fund Balance	as of 6/30/22		\$27,206,114
Previous FY 2023 appropriations of Fund Balance		\$2,935,978	
	Additional funding for property revaluation	\$150,000	
	Kerr Tar Regional Economic Dev Contribution for 4th quarter FY 2022	\$9,000	
FB Appropriations to Date - 4/3/2023			- \$3,094,978
Assignment of funds for water and sewer line extensions at Triangle North site -1/3/23			- \$5,100,000
Transfer to Solid Waste Fund			- \$2,000,000
Transfer balance of ARPA "Revenue Replacement" - 2nd allocation			+ \$5,000,000
Unassigned Fund Balance as of 3/20/23			\$22,011,136

Budget Amendment #5
April 3, 2023

Be it ordained, the FY 2022-2023 Annual Budget Ordinance is hereby amended as follows:

GENERAL FUND

Expenditures: Increase/(Decrease)			
General Government			
Community Services			
	County Library System	1,700	
	Economic Development	9,000	
Human Services			
	Social Services	2,155	
Area Projects and Other Appropriations			
	Non-Departmental	150,000	
	<i>Total Expenditures</i>		162,855
Revenues: Increase/(Decrease)			
	Restricted and Intergovernmental	3,855	
	Appropriated Fund Balance	159,000	
	<i>Total Revenues</i>		162,855

E-911 FUND

Expenditures: Increase/(Decrease)			
	Phone System and Furniture	(19,500)	
	Hardware	19,500	
	<i>Total Expenditures</i>		0

	Budget Amendment #5	Balance
(For reference only)		

Description

General Fund/DSS

Expenditures: Increase/ (Decrease)			
10 5300	609	APS Essentials	\$2,155
			\$9,734
Revenues: Increase/ (Decrease)			
10 3538	330	Administration	\$2,155
			\$4,580,175

Description: DSS budget amendment #5 - Adult Protective Services.

General Fund/Economic Development

Expenditures: Increase/ (Decrease)			
10 4920	641	KTR Economic Devel Corp	\$9,000
			\$45,000
Revenues: Increase/ (Decrease)			
10 3990	991	Appropriated Fund Balance	\$9,000
			\$6,417,925

Description: Fund budgeted FY 2022 4th KTR Economic Devel Corp contribution. Finance department does not have record of receiving the invoice for 4th quarter of FY 2022.

General Fund/Library

Expenditures: Increase/ (Decrease)

10	6110	585	Emergency Connectivity Fund Grant	\$1,700	\$7,500
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Revenues: Increase/ (Decrease)

10	3611	362	Emergency Connectivity Fund Grant	\$1,700	\$7,500
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Description: Additional funds to purchase 23 Microsoft Surface laptops as part of the Emergency Conectivity Fund Grant.

General Fund/Non-Departmental

Expenditures: Increase/ (Decrease)

10	8540	125	Revaluation Reserve Appropriation	\$150,000	\$550,000
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Revenues: Increase/ (Decrease)

10	3990	991	Appropriated Fund Balance	\$150,000	\$6,567,925
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Description: To fund Tax Department projected revaluation expenditures for the balance of FY 2023.

E-911 Fund

Expenditures: Increase/ (Decrease)

27	4500	321	Phone System	(\$6,000)	\$91,500
27	4500	322	Basic Line Charges	(\$13,500)	\$11,500
27	4502	355	UPS Hardware	\$6,000	\$7,000
27	4502	354	Recorder hardware	\$13,500	\$45,724

Description: To fund additional UPS maintenance and recorder replacement.



Granville County Administration

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: April 3, 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 Planning & Zoning

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

To: Board of Commissioners
From: Justin Jorgensen
Department: Planning & Zoning
Date: March 23, 2023
Title: **Resolution: NCDOT Request for Abandonment of 0.16 Miles of SR 1214 (Roycroft Rd.) 4/3/2023**

PURPOSE:

Consider adopting a resolution to allow the North Carolina Department of Transportation (NCDOT) to abandon 0.16 miles of SR 1214 (Roycroft Rd.) from the state-maintained secondary road system.

BACKGROUND:

The Division 5, District 2 Office, of NCDOT is requesting that a 0.16 mile portion of SR 1214 (Roycroft Rd.) be abandoned from the state-maintained secondary road system. The road in question is on the United States Army Corps of Engineers (USACE) property and was split in half during construction of I-85 and then further shortened by the construction of Falls Lake. NCDOT has been in touch with USACE and they are in favor of the abandonment.

RECOMMENDATION:

Planning staff recommends approval.

ATTACHMENTS:

Roycroft Rd Partial Abandonment on USACE Property- Granville County
Resolution Roycroft Road Partial Abandonment

ACTION TAKEN:

Date Petition Received by NCDOT: _____

**North Carolina Department of Transportation
Division of Highways
Abandonment Petition**

North Carolina

County of Granville

Petition request for the abandonment of Secondary Road SR 1214 Roycroft Rd. from the State.

Maintained System

We the under signed, being all of the property owners on Secondary Road SR 1214 Roycroft Rd.
in Granville County do hereby request the Division of Highways of the Department of
Transportation to abandon the road from the State Maintained System.

PROPERTY OWNERS

Printed Name and Signature

Address

Carla J. Buatte, Real Estate Contracting Officer

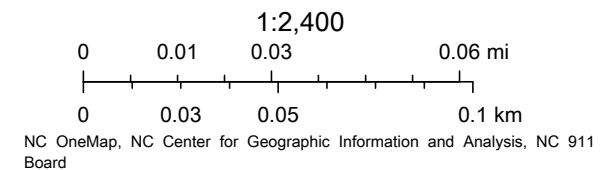
BUATTE.CARLA.JEAN Digitally signed by
.1144090094 BUATTE.CARLA.JEAN.1144090094
Date: 2023.03.15 08:39:33 -04'00'

US Army Corps of Engineers (Falls Lake)- approximately 0.16 miles based on current NCDOT maps

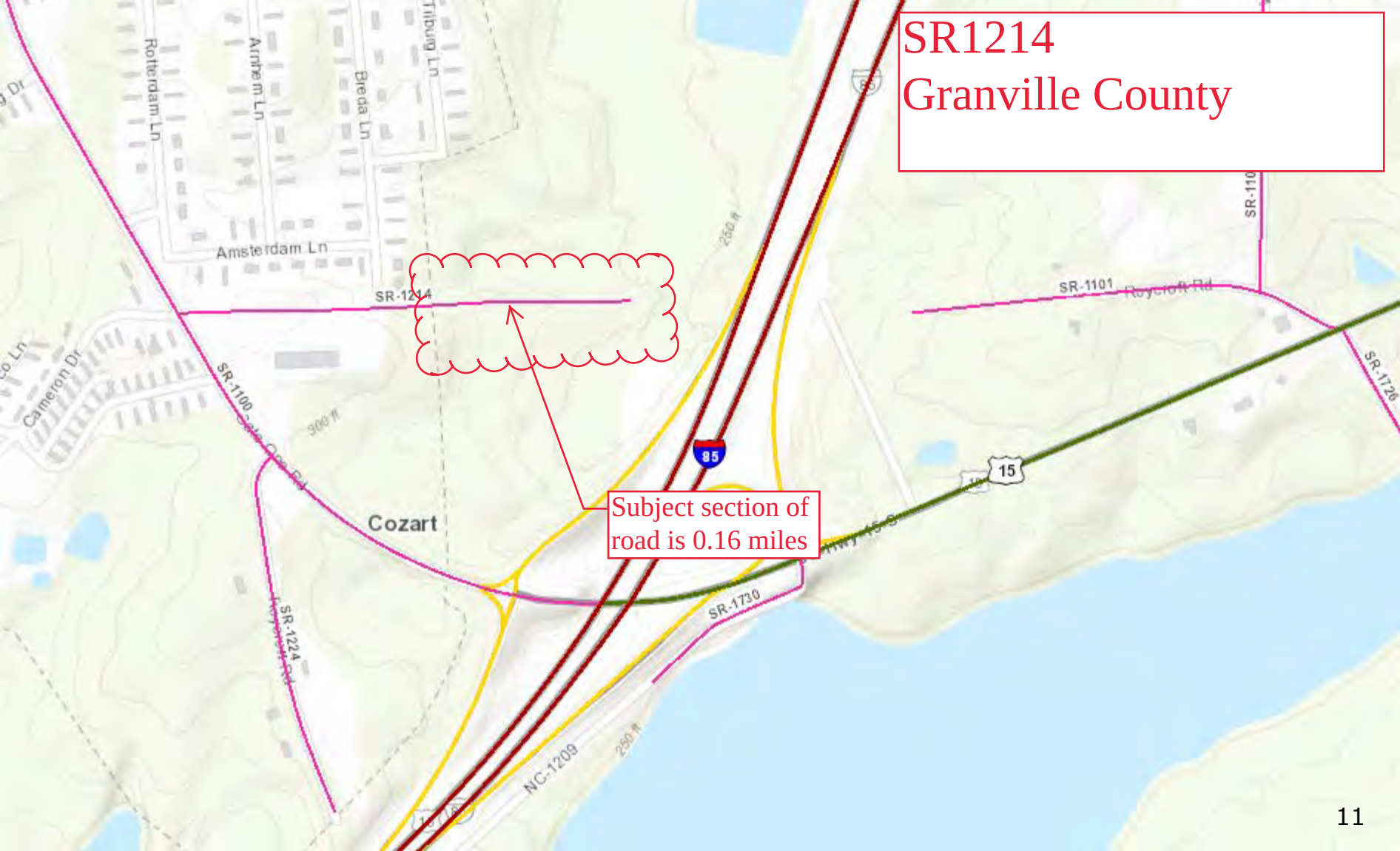
Granville County, NC



11/23/2022, 7:20:26 PM



SR1214 Granville County



SR 1214 (Granville County)
To be abandoned



SR 1214 (Granville County)
To be abandoned



SR 1214 (Granville County)
To be abandoned



Resolution
North Carolina State Department of Transportation
Request for Abandoning a portion of Roycroft Road
From The State Maintained Secondary Road System

WHEREAS, the North Carolina Department of Transportation is requesting the Board of County Commissioners to issue a resolution supporting the abandonment of 0.16 miles of SR 1214 (Roycroft Road) beyond the United States Army Corps of Engineers property boundary: and

WHEREAS, the Board of County Commissioners is of the opinion that the above described road section should be abandoned from the state maintained secondary road system: and

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Granville that the Division of Highways is hereby requested to remove the above described road from the state maintained secondary road system.

ADOPTED, this the 3rd day of April 2023.

Chair
Granville County Board of Commissioners

Attest:

Debra Weary, Clerk
Granville County Board of Commissioners



Granville County

911 Emergency Communications

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

To: Board of Commissioners
From: Trent Brummitt
Department: 911 Emergency Communications
Date: March 30, 2023
Title: **Approval of Purchase of Replacement Emergency Communications Back-up Recorder**

PURPOSE:

To consider approving the purchase of a new voice log recorder to be installed at our back-up emergency communications center.

BACKGROUND:

This request is to use 911 restricted funds to purchase a new voice log recorder for our back-up emergency communications center. The current recorder was installed in 2017. The 911 board recommends replacement every three years. Since we are not down there for long periods we were able to extend the life span of the recorder we have now. This recorder allows voice logs to be pulled for criminal cases, quality assurance, and training purposes. This recorder is also required by 09 NCAC 06C .0207 section (c).

FUNDING:

E-911 restricted funds in the amount of \$43,565.00 are available for this purchase.

(Finance Department Use 27-4502-354)

RECOMMENDATION:

The Emergency Communications Director recommends approving the Backup Center Recorder purchase as quoted from Carolina Recording Systems, our recorder hardware vendor, in the amount of \$43,565.00 using E-911 restricted funding for the full amount.

ATTACHMENTS:

Carolina Recording Quote

ACTION TAKEN:



We have prepared a quote for you

**Granville County Emergency Communications - BackUp DX
Refresh**

Quote # 000757
Version 1

Prepared for:

Granville County Emergency Communications

Trent Brummitt
trent.brummitt@granvillecounty.org

Wednesday, March 22, 2023

Granville County Emergency Communications
Trent Brummitt
525 New Commerce Dr
Oxford, NC 27565
trent.brummitt@granvillecounty.org

Dear Trent,

We are excited to submit to Granville County Emergency Communications, the enclosed proposal for a communication recording system. The contents of this proposal represent a customized recording solution, designed to meet and exceed your unique requirements. The Carolina Recording Systems (CRS) team is passionate about providing you with excellent customer service and support throughout the design, implementation and support lifecycle.

CRS has been in business for over 20 years supporting the recording needs of mission-critical call centers. Our dedicated team of Recording Systems Specialists are focused on designing, implementing and supporting recording solutions for our customers that require 24x7x365 recording capabilities. When partnering with CRS, we hope you will experience a level of responsiveness and professionalism that far exceeds any provider in our industry.

Thank you for the opportunity you have given us to earn your trust with this important initiative. We look forward to working with Granville County Emergency Communications, as your long-term recording system service provider and partner. If you have any questions regarding this proposal, our service or company, please don't hesitate to let us know.

Respectfully,



Ashlee Swilling
Sales Director
CRS / Carolina Recording Systems, LLC

ABOUT US

CAROLINA RECORDING SYSTEMS, LLC

CRS is a leading managed service provider of mission-critical communication recording systems. Operating since 2001, we pride ourselves in providing reliable products designed specifically to exceed the needs and requirements of mission-critical call centers. We currently provide support for over 220 customers that include PSAPs, hospitals, colleges & universities, airports, utilities, transit and manufacturing organizations.

Knowing the importance of personal relationships, customer service and accessibility, our primary focus is being a high touch service provider to fill a void we see in our industry where quick response is lacking. We continue to build our team of both remote and onsite Recording System Specialists, even as others follow the trend of diminishing that support. Our strategically located full-time Recording Systems Specialists provide comprehensive on-site implementation, service and training. Although we believe there is no substitute for on-site visits, we do have a dedicated team of Recording System Support Specialists focused on resolving issues that can be resolved quicker remotely.

Our increasing success as a managed services partner is attributed to our company's ability to:

- Maintain 100% focus on designing, implementing and supporting communication recording systems designed specifically for mission-critical call centers
- Equipping and training our team of Recording Systems Specialists to be the most knowledgeable in our industry
- Responding quickly and providing 24x7x365 remote or onsite support
- Developing partnerships with our customers to serve and support their unique requirements

Our customers tell us that we are the **most responsive** and **professional** of their critical systems vendors. Our customers require the recording of mission critical communications 24x7x365 and they rely on our team to ensure it works. We are able to support this because we have **more certified Recording System Specialists** in the Southeast than any other vendor.

EXECUTIVE SUMMARY

RECORDING SYSTEM

To fulfill the recording requirements of Granville County Emergency Communications, we are proposing the Eventide NexLog DX communications recording system. Eventide invented the first digital communications recorder in 1989 and has over 7,000 communications recorders in service. Eventide supports diverse recording system requirements for corporate call centers, NORAD, nuclear submarines, NASA, maximum security prisons, air traffic control, and 9-1-1 call centers throughout the world. As technology continues to evolve, Eventide continues its tradition of combining unmatched ease-of-use with mission-critical reliability.

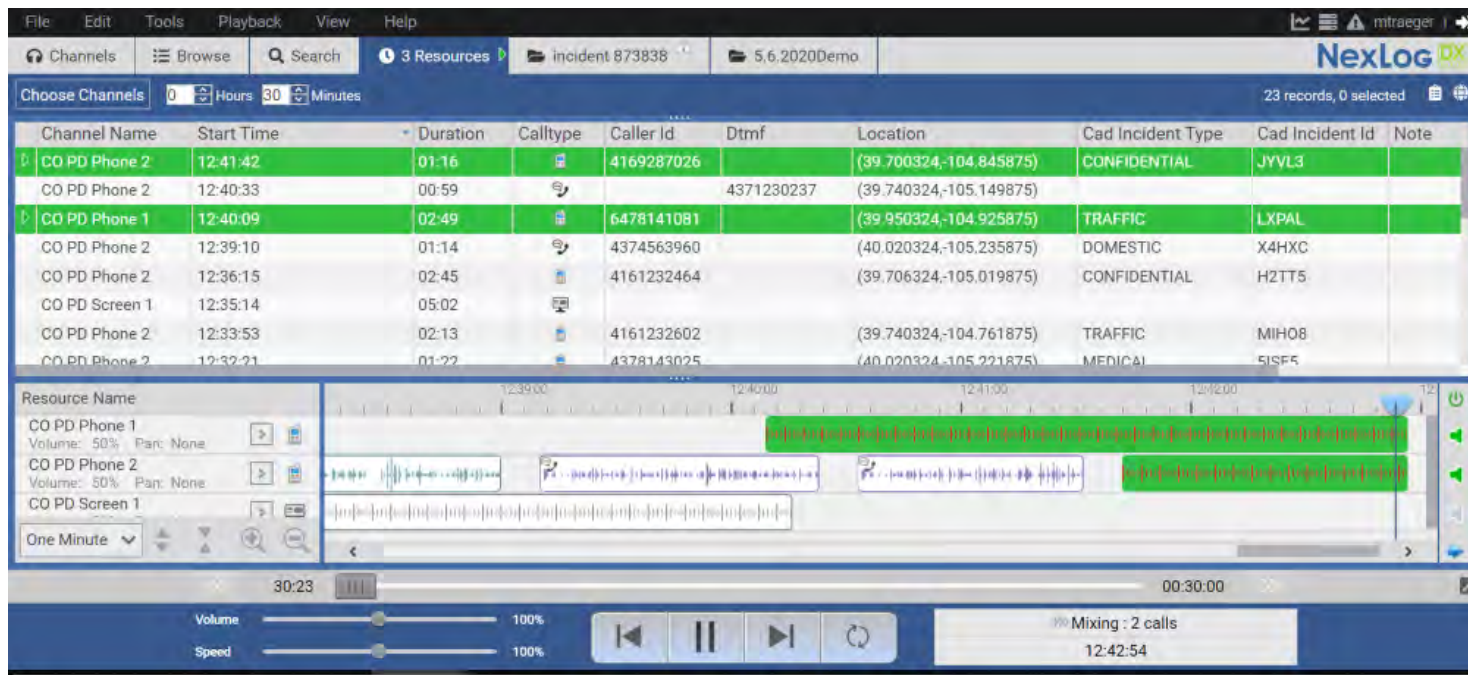
Eventide's NexLog DX mission-critical communications recording systems reliably capture, store, protect, reproduce, and help you manage important interactions and critical data. The NexLog DX recording systems have been designed to help you securely document, retrieve, and export incidents, comply with regulations, and improve your facility's operations and security.

STANDARD FEATURES

MEDIAWORKS PLUS

MediaWorks Plus is a browser-based software which provides a comprehensive set of easy-to-use tools for search, replay, instant recall, incident reconstruction and call export. Capabilities include live call monitoring, multi-parameter search, multiple-call replay via graphical time-line with pan/zoom, waveform displays, variable-speed replay, drag and drop into incident tabs, call notes, text annotations, redaction, obfuscation, and protection. The incident reconstruction software helps users quickly find and export recordings via email, DVD or Blu-Ray.

MediaWorks Plus gives a system administrator the easy-to-use capability for defining customized groups, users and channels through mouse click functionality. Carolina Recording Systems will also initially assist in the customized set up of the desired groupings during the installation process.



The screenshot displays the MediaWorks Plus software interface. At the top, there is a menu bar with options: File, Edit, Tools, Playback, View, and Help. Below the menu bar, a status bar shows '3 Resources' and 'incident 873838'. The main window is divided into two sections. The top section is a table listing call records with columns: Channel Name, Start Time, Duration, Calltype, Caller Id, Dtmf, Location, Cad Incident Type, Cad Incident Id, and Note. The bottom section is a playback window showing a timeline with waveforms and a volume/speed control bar at the bottom.

Channel Name	Start Time	Duration	Calltype	Caller Id	Dtmf	Location	Cad Incident Type	Cad Incident Id	Note
CO PD Phone 2	12:41:42	01:16		4169287026		(39.700324,-104.845875)	CONFIDENTIAL	JYVL3	
CO PD Phone 2	12:40:33	00:59			4371230237	(39.740324,-105.149875)			
CO PD Phone 1	12:40:09	02:49		6478141081		(39.950324,-104.925875)	TRAFFIC	LXPAL	
CO PD Phone 2	12:39:10	01:14		4374563960		(40.020324,-105.235875)	DOMESTIC	X4HXC	
CO PD Phone 2	12:36:15	02:45		4161232464		(39.706324,-105.019875)	CONFIDENTIAL	H2TT5	
CO PD Screen 1	12:35:14	05:02							
CO PD Phone 2	12:33:53	02:13		4161232602		(39.740324,-104.761875)	TRAFFIC	MIH08	
CO PD Phone 2	12:32:21	01:22		4378143025		(40.020324,-105.221875)	MEDICAL	SISF5	

The screenshot displays the NexLog software interface. At the top, there's a menu bar with options like File, Edit, Tools, Playback, View, and Help. Below the menu, a search bar and filters are visible. The main area shows a list of recording events with columns for Source Name, Channel Name, Start Time, Duration, Radio ID, Radio Alias, Caller ID, Location, Cad Incident ID, Cad Incident T, Note, Protected, Has Note, and Flag. A map window is open, showing a location in Charlotte, NC. Below the list, there's a section for audio playback, showing waveforms for CO PD Phone 1, CO PD Phone 2, TG_PD1, and TG_PD2. The playback controls at the bottom include volume and speed sliders, and play/pause buttons.

Source Name	Channel Name	Start Time	Duration	Radio ID	Radio Alias	Caller ID	Location	Cad Incident ID	Cad Incident T	Note	Protected	Has Note	Flag
NexLog	CO PD Phone 2	2020-04-09 07:03:10 - 04:00	02:44	3433	B.Favre	6479281753	(29.882324,-104.859875)	JOMTV	DOMESTIC	Injuries Reported	Yes	Yes	
NexLog	TG_PD2	2020-04-09 07:03:17 - 04:00	00:05	3433	B.Favre						No	No	
NexLog	TG_PD2	2020-04-09 07:03:22 - 04:00	00:01	3433	B.Favre						No	No	
NexLog	TG_PD2	2020-04-09 07:03:39 - 04:00	00:01	3433	B.Favre						No	No	
NexLog	TG_PD1	2020-04-09 07:03:45 - 04:00	00:05	3433	B.Favre						No	No	
NexLog	TG_PD1	2020-04-09 07:03:52 - 04:00	00:09	3433	B.Favre						No	No	
NexLog	TG_PD2	2020-04-09 07:04:05 - 04:00	00:10	3433	B.Favre						No	No	
NexLog	TG_PD1	2020-04-09 07:04:15 - 04:00	00:04	3433	B.Favre						No	No	
NexLog	TG_PD1	2020-04-09 07:04:30 - 04:00	00:06	3433	B.Favre						No	No	
NexLog	TG_PD1	2020-04-09 07:04:55 - 04:00	00:10	3433	B.Favre						No	No	
NexLog	TG_PD2	2020-04-09 07:04:58 - 04:00	00:03	3433	B.Favre						No	No	
NexLog	TG_PD1	2020-04-09 07:05:03 - 04:00	00:05	3433	B.Favre						No	No	
NexLog	TG_PD1	2020-04-09 07:05:10 - 04:00	00:05	3433	B.Favre						No	No	
NexLog	TG_PD2	2020-04-09 07:05:16 - 04:00	00:10	3433	B.Favre						No	No	
NexLog	TG_PD2	2020-04-09 07:05:46 - 04:00	00:13	3433	B.Favre						No	No	
NexLog	TG_PD2	2020-04-09 07:05:47 - 04:00	00:05	3433	B.Favre						No	No	
NexLog	TG_PD1	2020-04-09 07:05:59 - 04:00	00:08	3433	B.Favre						No	No	
NexLog	CO PD Phone 2	2020-04-09 07:06:03 - 04:00	01:14	3433	B.Favre	4165426690	(39.802324,-104.859875)	COXTH	CONFIDENTIAL		Yes	No	
NexLog	TG_PD1	2020-04-09 07:06:06 - 04:00	00:10	3433	B.Favre						No	No	
NexLog	TG_PD1	2020-04-09 07:06:17 - 04:00	00:10	3433	B.Favre						No	No	
NexLog	TG_PD1	2020-04-09 07:06:26 - 04:00	00:10	3433	B.Favre						No	No	

Secure Browser Based Playback

Securely access assigned resources via networked PCs using a variety of browsers.



Multi-Parameter Search

Finding recordings is quick and easy. Search by date/time, channel, resource, and any metadata.



Multi-Channel Graphical Time-Line

Quickly view the timing of recordings across any number of channels, and replay from the time-line.



Flexible Playback Capabilities Recordings may be replayed sequentially or mixed. Controls include itch-corrected adjustable speed, loop, skip forward/back, playback Automatic Gain Control and more.

Waveform Displays

You can visually determine the locations of audio content and silence within important recordings.



Text and Voice Annotations

Multiple text and voice annotations can be quickly added to recordings along the time-line, documenting the timing of important actions and events.



Metadata Display on the Call-View Grid

Easily customize which metadata fields are presented on the call-view grid. Recordings may be sorted (ascending or descending) using any of the displayed metadata columns.

Instant Recall The multi-channel Instant Recall tab helps call takers and dispatchers improve their accuracy and performance by quickly confirming what was said.

Call Notes

You can quickly create a note that summarizes the important events within each recording.

Channel Name	Start Time	Note
Audio 1	2011-12-01 11:00:10 AM	Note: Unusual recording

Incident Tabs

Incident-related recording can be easily grouped together onto dedicated Incident Tabs. Incidents may be named, saved and recalled at a later date.

Channel Name	Start Time	End Time
Audio 1	2011-12-01 11:00:10 AM	2011-12-01 11:00:10 AM
Audio 2	2011-12-01 11:00:10 AM	2011-12-01 11:00:10 AM
Audio 3	2011-12-01 11:00:10 AM	2011-12-01 11:00:10 AM
Audio 4	2011-12-01 11:00:10 AM	2011-12-01 11:00:10 AM
Audio 5	2011-12-01 11:00:10 AM	2011-12-01 11:00:10 AM
Audio 6	2011-12-01 11:00:10 AM	2011-12-01 11:00:10 AM
Audio 7	2011-12-01 11:00:10 AM	2011-12-01 11:00:10 AM
Audio 8	2011-12-01 11:00:10 AM	2011-12-01 11:00:10 AM
Audio 9	2011-12-01 11:00:10 AM	2011-12-01 11:00:10 AM
Audio 10	2011-12-01 11:00:10 AM	2011-12-01 11:00:10 AM

Talking Date and Time

Spoken date and time can be enabled during replay and may be incorporated within exported media.

Flexible Export and Email

The menu-driven export tool lets you quickly make copies of complete incidents or individual calls. Send via email or export to USB, CD, DVD or Blu-ray.



Live Monitoring

Multi-channel live monitoring allows you to conveniently listen to calls as they are occurring.

Channel Name	Chan.	Live Mon.	Channel Status
Audio 1	001	On	Active
Audio 2	002	On	Recording
Audio 3	003	On	Active
Audio 4	004	On	Active
Audio 5	005	On	Active
Audio 6	006	On	Active
Audio 7	007	On	Active
Audio 8	008	On	Active
Audio 9	009	On	Active
Audio 10	010	On	Active
Audio 11	011	On	Active
Audio 12	012	On	Active

SYSTEM STATUS NOTIFICATIONS

System Status Notifications are available in a variety of ways on the NexLog platform.

Administrators and Service Technicians can be notified by email, client interface, SNMP, and the 7" front panel display.

Numerous notifications options include, but are not limited to, channel inactivity, failure to record, unusual recording length, system disconnection, hard disk failure, process failure, and network disruption.

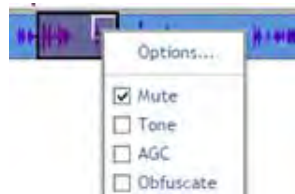
IDENTITY PROTECTION

Identity Protection is available via the voice obfuscation and redaction tool.

It allows the user to modify and export recordings with silence, beep tones, and increased volume in the selections you choose.

It also allows the pitch of the dispatcher or caller's voice to be altered for privacy purposes.

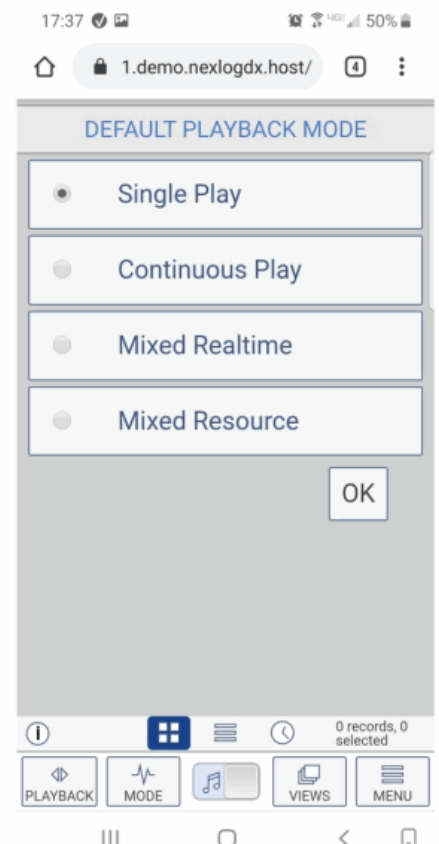
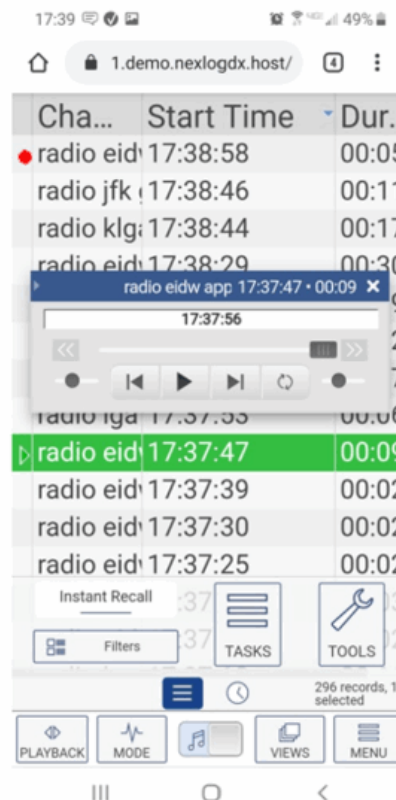
The original call is left in its original, unaltered form for legal authenticity verification.



AVAILABLE OPTIONS

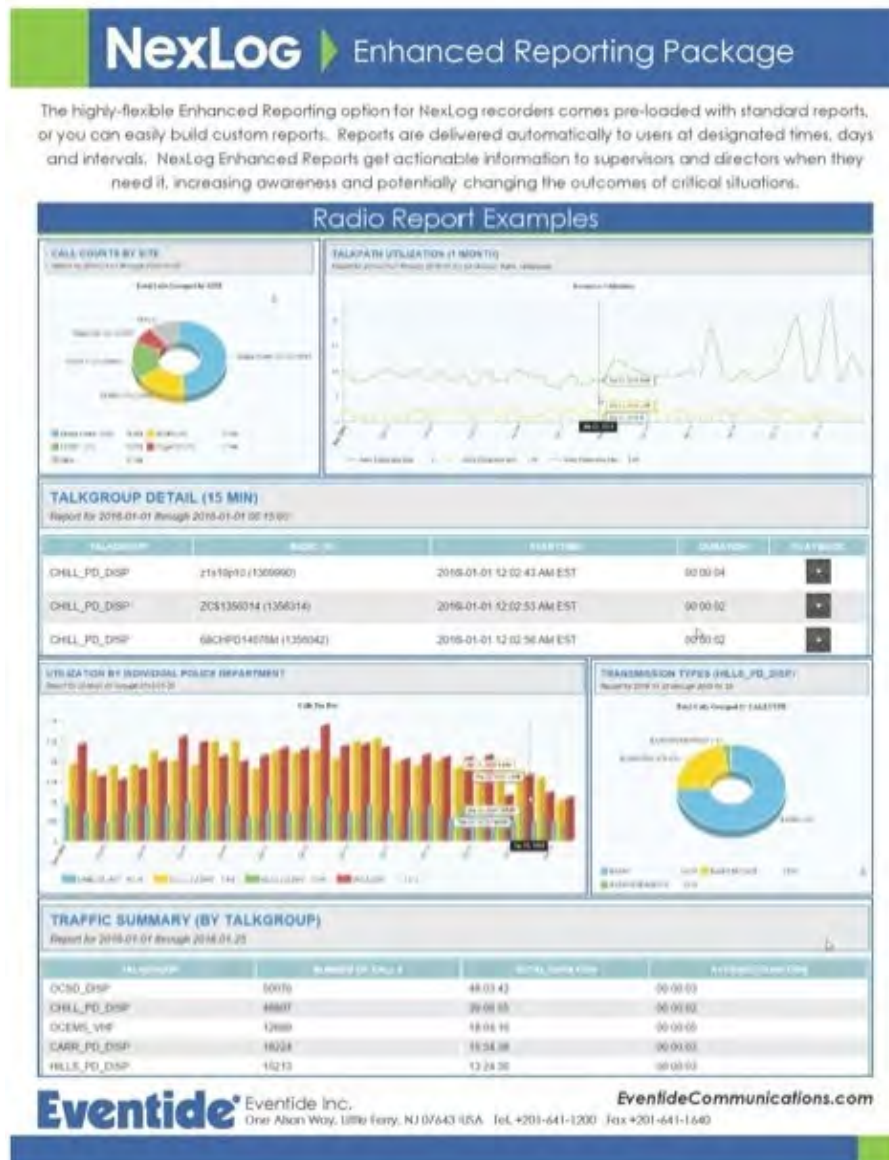
MOBILE ACCESS (available for a fee)

NexLog DX MediaWorks for mobile devices is available for those that would benefit by having MediaWorks access through a mobile device. Mobile access is available on Windows tablets, Apple iPad, Apple iPhone, Android tablet or smartphone using Chrome, Safari, Firefox or IE9/10 web browsers. Mobile access does require secure network access to the NexLog recorder.



ENHANCED REPORTING (available for a fee)

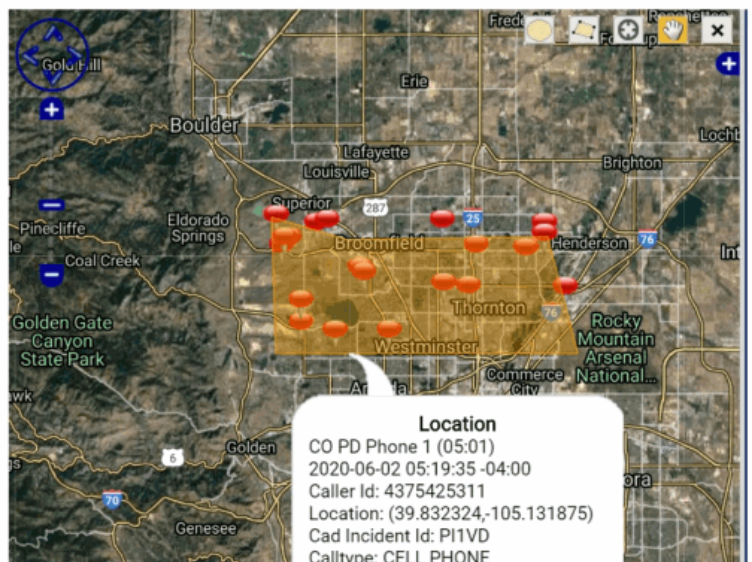
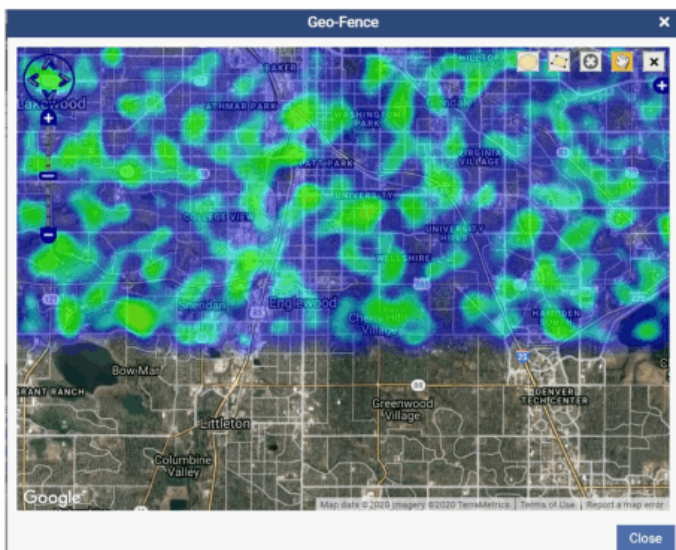
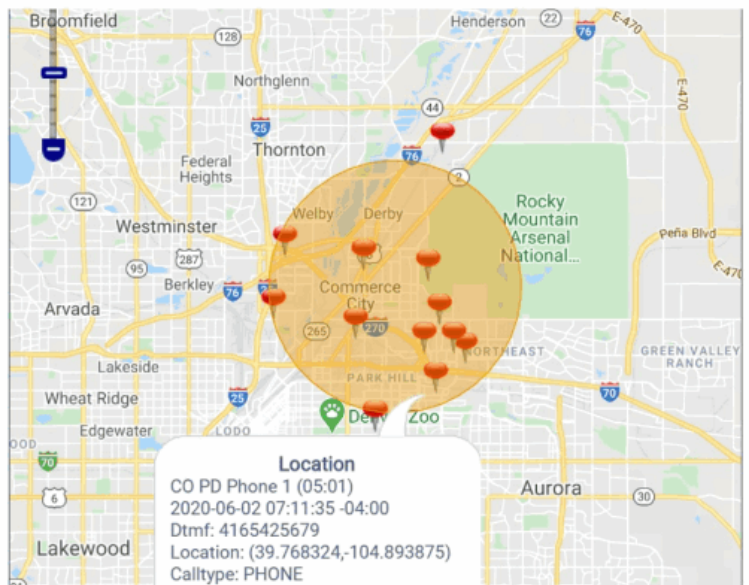
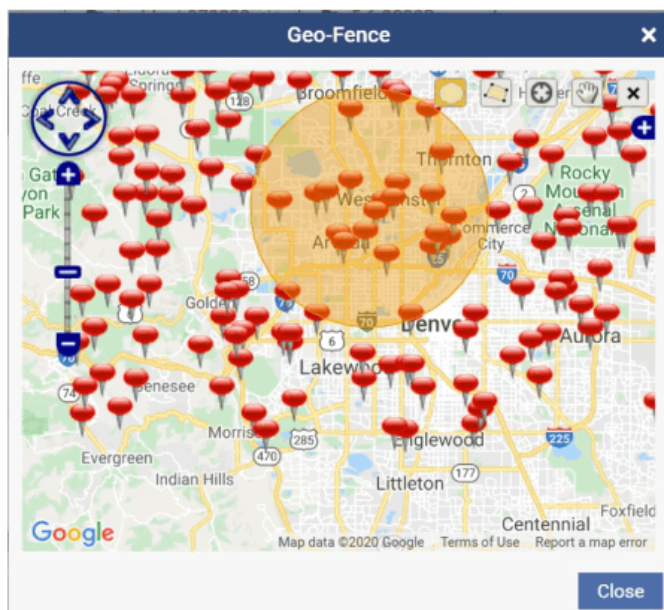
NexLog DX communications recording systems include customizable tabular and graphical reports that can be run at any time or scheduled for delivery. These daily, weekly, and monthly reports provide managers with valuable information about call volumes, channel activity and other information collected on the recording system.



GEO-FENCE SEARCH (available for a fee)

The Geo-Fence search feature utilizes Google Maps and allows searching by a polygonal geographic area or circular radius. All calls/radio transmissions with a latitude/longitude can be displayed in real time on a heat/saturation map.

Local proprietary maps can be added/utilized as well, for an additional fee.

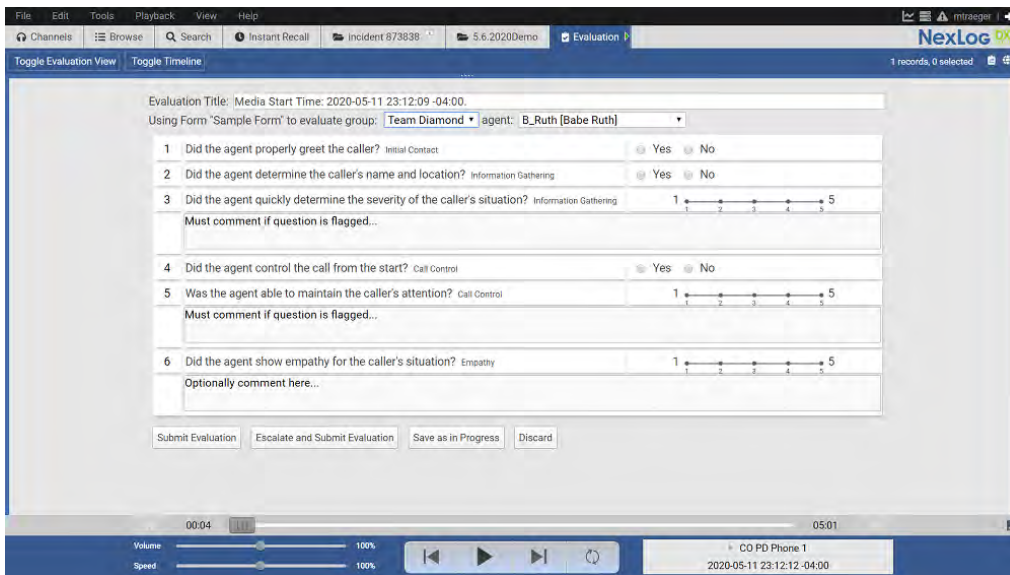


QUALITY FACTOR (available for a fee)

Quality Factor is a customizable call evaluation and reporting tool that helps managers evaluate and quantify call taker proficiency in specific areas of performance related to a communication center. Quality Factor can help answer the following questions:

- How are your dispatchers and call takers performing?
- What training should you offer them?
- Who are your stars? Who needs help?

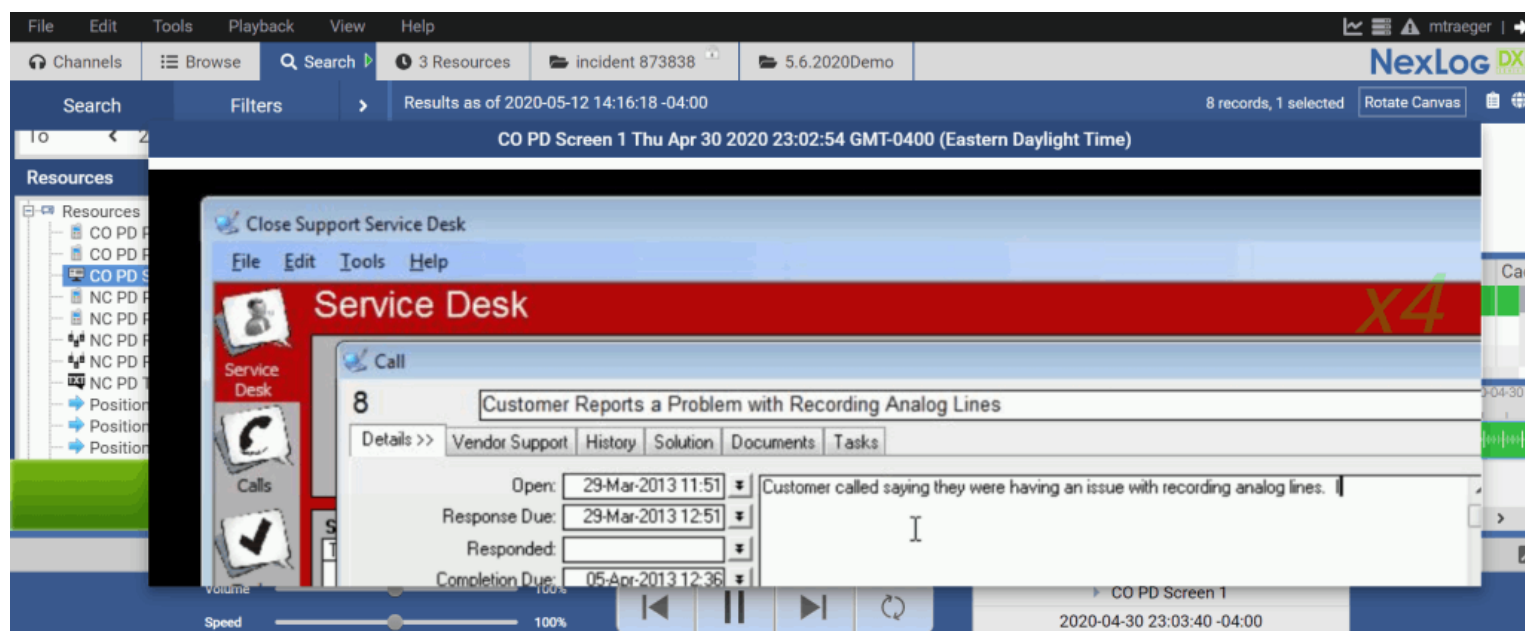
Quality Factor helps focus on areas that need improvement, provide analytical support data to bolster budgetary requests, and address citizen or government quality/performance inquiries.



SCREEN RECORDING (available for a fee)

Screen Recording is an option that can capture all workstation activity.

The recordings are centrally archived on the primary NexLog DX recorder and can be viewed in real time along with the calls for training, technical support, incident recreation, and exporting. Our customers have found this option provides a more complete picture and eliminates the “he said, she said” dilemma in a call center.



TEXT TO 9-1-1 (available for a fee)

The advancement of NG911 services has increased the viability for **Text to 9-1-1** services through SMS communication. Eventide currently supports the recording of text feeds from platforms such as CallWorks, Solacom, Vesta, Viper and Zetron.

Metadata

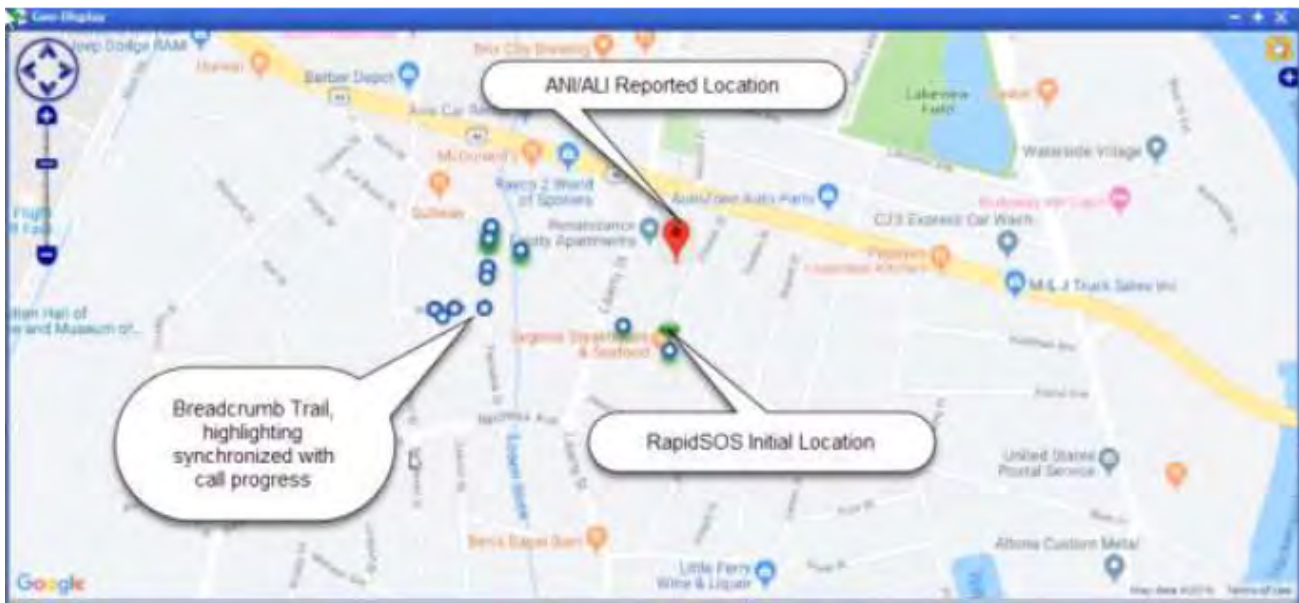
This is a test help message.
2019-07-26 14:11:50 -04:00

You have reached County A 9-1-1. What is the nature of your emergency?
2019-07-26 14:11:55 -04:00

Please send an ambulance to 123 Fake St.
2019-07-26 14:12:00 -04:00

RAPIDSOS (available for a fee)

NexLog recorders support the integration of **RapidSOS** location data with the related 911 call recordings. MediaWorks PLUS software can be enabled so that RapidSOS-supplied location data can be viewed after the handling of a 911 call. The result is a recreation of the location progress on a map in synchronization with the 911 call audio.



CAD INTEGRATIONS (available for a fee)

NexLog DX recorders support the integration with several different CAD manufacturers that integrates certain CAD information with the related 911 call recording. Eventide currently supports the CAD integrations with manufacturers such as Tyler Technologies New World, Southern Software, Central Square and Motorola-Spillman.

BROADCASTIFY INTEGRATION (available for a fee)

Eventide NexLog740/840 and NexLog DX-Series recording systems can support streaming one or more recorded streams to a feed on <https://www.broadcastify.com/> Licensing is on a per-stream basis, and a stream can contain one or more recorded resources/talkgroups.

PRIORITY DISPATCH INTEGRATION (available for free as an option)

Priority Dispatch's AQUA Evolution product can now integrate directly with the Eventide NexLog DX-Series recorders, allowing the users to access and replay recordings directly from the AQUA user interface. The combination of Eventide's NexLog DX-Series recording solutions and Priority Dispatch's AQUA Evolution software empowers users with a powerful and efficient combination for recording, quality assurance, and standards compliance.

SOLUTION

DESIGN INFORMATION

The Eventide NexLog DX is a purpose-built Linux operating system configured with multiple levels of resilience, including dual hot- swap redundant power supplies, redundant hard disk drives, redundant network capability (via NIC bonding), and multiple choices for archive redundancy and network archiving to another NexLog recorder. **Eventide's recording systems are designed, assembled, tested and supported exclusively in the USA.**

Configuration, playback, retrieval, incident management, and exporting is accessed via a secured web interface. The web-based application eliminates the need for local software to be installed. The system can also be accessed over a VPN without the need to install additional software, creating a simplified PC deployment process.

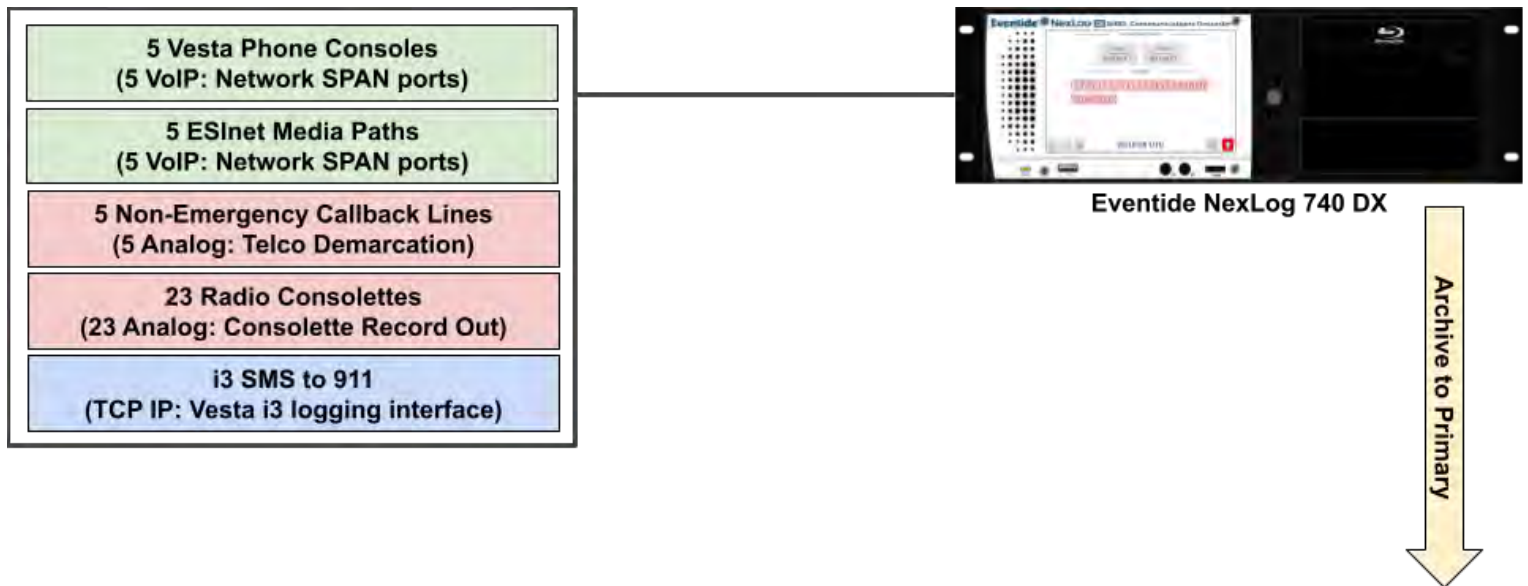
A multi-tier security system controls user access based on role and channel assignments. Password policy options include complexity enforcement, automatic aging, change reminders, expiration, and lock-out. System access can also be controlled by an SMB share or active directory. In addition, each user's access and actions are audited and available for review.

The proposed NexLog DX recorder is equipped with RAID array storage that combines multiple hard disks into a logical drive for redundancy and increased performance. In the event of a drive failure, the logical drive is not affected. Data integrity and recording functions are unaffected and redundancy is automatically restored once the failed component is replaced.

To meet the recording needs for Granville County Emergency Communications, our solution has been crafted to provide the highest level of redundancy, security, and usability.

ARCHITECTURE

HIGH LEVEL DIAGRAM



SCOPE

STATEMENT OF WORK

CRS will complete the following steps for Granville County Emergency Communications:

- Conduct an initial project kickoff and site walkthrough to define physical recorder installation and structure cabling details and requirements
- Document critical technical details required to complete recorder configuration such as TCP/IP addresses, system hostname, NTP server, channel definition and requirements, etc.
- Insert appropriate recording solution hardware and apply licenses.
- Complete NexLog DX system burn-in and staging for recorder(s) to ensure no immediate component failure.
- Complete NAS system burn-in and staging, if purchased, to ensure no immediate component failure.
- Configure basic recording solution system parameters as a part of the system staging process for recorder(s).
- Transport the recording solution to the Granville County Emergency Communications communications data center for onsite staging.
- Mount new 66 blocks and run new analog cabling.
- Rack and power the NexLog DX and NAS within their respective data center locations.
- Configure advanced recording solution system parameters required for radio, phone and CAD integration for recorder(s).
- Install screen agents onto CAD systems for agent desktop recording for recorder(s).
- Conduct end user training as needed by Granville County Emergency Communications personnel.

In addition to completing the above steps as a part of the recording solution implementation, CRS will provide a dedicated project manager to ensure consistent project status communication and on-time, on budget project delivery.

LETTER OF CERTIFICATION



January 1, 2022

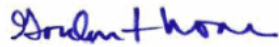
To: Whom it may concern:

Subject: Eventide Inc. Fully Certified Factory Trained Sales & Service Center

Eventide Inc. has certified **Carolina Recording Systems** as the only Premier Dealer and fully authorized Eventide **factory trained sales and service center** for the region covering North Carolina, South Carolina, West Virginia, Virginia, Tennessee & Maryland. As such, superior sales support and after sales service support can be guaranteed.

Carolina Recording Systems is the **only company** in this region to receive this certification from Eventide.

Cordially,



Gordon Moore
General Manager
Eventide Inc.

Copy:
Byron Burns
Manager
Carolina Recording Systems
Ph: (704) 578-8025
Fax: (888) 776-0201
byron.burns@crsnc.com

EVENTIDE INC. • One Alsan Way • Little Ferry, NJ 07643-1001 • USA
☎ 201.641.1200 • fax 201.641.1640 • 🌐 www.eventide.com • ✉ loggers@eventide.com

Eventide NexLog 740DX

Product Details		Quantity	Unit Price	Ext. Price
NexLog System Hardware				
NexLog740DX	NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x2TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web- based configuration manager, audio contro	1	\$9,600.00	\$9,600.00
DX701	Integrated 7" Color LCD Touch Screen Display for NexLog 740 DX-Series	1	\$1,750.00	\$1,750.00
DX730	Standard NexLog 740 DX-Series Archive: 1 Blu-ray Drive (also supports single-side DVD-RAM media)	1	\$0.00	\$0.00
324430	Rack Mount Slides - 24" 4 Post, 3U (for NexLog 740DX)	1	\$360.00	\$360.00
DX705-1	Upgrade NexLog 740 DX-Series (at time of order) 2x2TB HotSwap MegaRAID1=2TB storage	1	\$2,950.00	\$2,950.00
Recording Channels Cards and Licensing				
DXANA24	24-Channel Analog PCIe (PCI Express) Card, 24 Ch. Licenses	1	\$7,250.00	\$7,250.00
DXANA8	8-Channel Analog PCIe (PCI Express) Card, 8 Ch. Licenses	1	\$3,200.00	\$3,200.00
109033-003	Quick Install Kit (9 ft. Cable + "66" Block):	2	\$220.00	\$440.00
271052	Internal IP Recorder with First 8 G.711 Channels	1	\$4,200.00	\$4,200.00
DX939	DX Series 8 Channel VoIP Add-On	1	\$1,920.00	\$1,920.00
DX754	Dual Port 100MB/1000 PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder only)	1	\$660.00	\$660.00
Call Handling Integration				
271140	Eventide Interface license (audio) for Motorola VESTA 911 (and Motorola CallWorks) IP/SPAN Recording	1	\$2,950.00	\$2,950.00
DX902	Motorola-Vesta SMS recording via i3 Logging Events	1	\$5,270.00	\$5,270.00
Archiving				
271014	Central Archive License (for archive to another NexLog)	1	\$1,830.00	\$1,830.00
Web Client Licensing				

Eventide NexLog 740DX

Product Details	Quantity	Unit Price	Ext. Price
271083 8 pack MediaWorks DX (web) concurrent license	1	\$1,090.00	\$1,090.00
Subtotal:			\$43,470.00

Installation Services

Product Details	Quantity	Unit Price	Ext. Price
PROSVCS Professional Services: Includes Pre-installation site survey, installation, configuration, testing, and unlimited training. Open Market	1	\$7,500.00	\$7,500.00
Subtotal:			\$7,500.00

Shipping

Product Details	Quantity	Unit Price	Ext. Price
MAN S&H Manufacturer Shipping and Handling	1	\$175.00	\$175.00
Subtotal:			\$175.00

License Transfer Credit

Product Details	Quantity	Unit Price	Ext. Price
License Transfer Credit from NexLog SN 740002675			
CREDIT License Transfer Credit for 271052, DX939, 209029, 271140, DX902, 27014, 271083	1	(\$7,580.00)	(\$7,580.00)
Subtotal:			(\$7,580.00)

Granville County Emergency Communications - BackUp DX Refresh

Prepared by:**CRS / Carolina Recording Systems, LLC**

Ashlee Swilling
(706) 844-5731
ashlee.swilling@crsnc.com

Prepared for:**Granville County Emergency Communications**

525 New Commerce Dr
Oxford, NC 27565
Trent Brummitt
919-692-0141
trent.brummitt@granvillecounty.org

Quote Information:**Quote #: 000757**

Version: 1
Delivery Date: 03/22/2023
Expiration Date: 05/31/2023

Quote Summary

Description	Amount
Eventide NexLog 740DX	\$43,470.00
Installation Services	\$7,500.00
Shipping	\$175.00
License Transfer Credit	(\$7,580.00)
Total: \$43,565.00	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

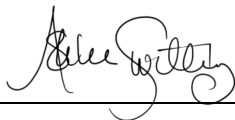
Installation Considerations:

Customer's radio, telephone, and CAD vendors should provide the proper inputs, identified and terminated within 6 feet of the recorder's physical location. Customer is responsible for insuring the necessary 3rd party licensing, installation, and integration work is completed by its other vendors.

Order Remittance: Please work with your CRS Account Manager for order processing.

CRS / Carolina Recording Systems, LLC**Granville County Emergency Communications**

Signature: _____

Name: Ashlee SwillingTitle: Sales DirectorDate: 03/22/2023

Signature: _____

Name: Trent Brummitt

Date: _____



Granville County

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

To: Board of Commissioners
From: Sheriff Robert Fountain
Department: Sheriff's Office
Date: April 3, 2023
Title: North Carolina Governor's Highway Safety Program Grant Application

PURPOSE:

The Granville County Sheriff's Office (GCSO) is requesting the Board adopt the attached resolution and approve this application with the North Carolina Governor's Highway Safety Program (GHSP).

BACKGROUND:

The GCSP promotes traffic safety awareness and works to reduce the number of traffic crashes and fatalities in North Carolina. The goals are accomplished in two ways, through grant funding opportunities and conducting highway safety initiatives each year.

The GCSO has seen an increase in traffic accidents caused by speeding and driving while impaired. The GCSO will apply to receive up to \$25,000 for fiscal year 2023 to promote regional law enforcement engagement and increase participation in GHSP highway traffic safety efforts. The grant funds will be utilized for training, purchasing equipment, and to coordinate enforcement strategy meetings. The goal is to increase visibility and enforcement efforts on the major roadways in Granville County to reduce serious injury and fatalities.

RECOMMENDATION:

The Sheriff recommends the Board adopt the attached resolution and approve this application with the Governor's Highway Safety Program.

ATTACHMENTS:

GHSP Local Government Resolution
GHSP Grant Application

ACTION TAKEN:

North Carolina Governor's Highway Safety Program
LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the GRANVILLE COUNTY SHERIFF'S OFFICE (herein called the "Agency")

(The Applicant Agency)

has completed an application contract for traffic safety funding; and that _____
 _____ (The Governing Body of the Agency)

_____ (herein called the "Governing Body") has thoroughly considered the problem

identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE _____ IN OPEN
 _____ (Governing Body)

MEETING ASSEMBLED IN THE CITY OF _____ OXFORD _____, NORTH CAROLINA,

THIS 3rd DAY OF APRIL, 20 23, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That DREW CUMMINGS, COUNTY MANAGER is authorized to file, on behalf of the Governing
 _____ (Name and Title of Representative)
 Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of \$ 25,000.00 to be made to the Governing Body to assist in defraying
 _____ (Federal Dollar Request)
 the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ 0.00 as
 _____ (Local Cash Appropriation)
 required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by Russ May, Chairperson
 _____ (Chairperson/Mayor)

ATTESTED BY Debra Weary
 _____ (Clerk)

SEAL

DATE _____

North Carolina Governor's Highway Safety Program

SECTION A – GENERAL INFORMATION

1. Project Title: * Region 4 LEL	
2. Agency: 1000000141 - GRANVILLE COUNTY	3. Contact Person for Agency: Robert Bailess
4. Agency Address: GRANVILLE COUNTY SHERIFF 141 WILLIAMSBORO ST OXFORD, NC 27565	5. Telephone Number: * (919) 693-3213
	6. Cell Phone: (423) 791-4785
7. Physical Location of Agency * 525 New Commerce Drive Oxford, NC 27565	8. Email of Contact Person * robert.bailess@granvillecounty.org
9. Federal Tax ID Number / Type of Agency Federal Tax ID Number: * 56-6000303 Unique Entity Identifier: DAZ3PRU8U4J5 County: * GRANVILLE Type of Agency ☐ State ☐ Non-Profit ☒ County ☐ Higher Education ☐ Municipality ☐ Hospital	10. Project Year * ☒ New ☐ Continuation Year: ☒ 1 ☐ 2 ☐ 3 ☐ 4+ Fiscal Year 2023
	11. Allocation of Funding * Federal % 100.00 Local % 0.00

	Total Project Amount	Federal Amount	State/Local Amount
12. Budget			
Personnel Costs			
Contractual Services			
Other Direct Costs	\$25,000.00	\$25,000.00	
Indirect Costs			
Total Project Costs	\$25,000.00	\$25,000.00	

13. Specify How Non-Federal Share Will Be Provided: * N/A
--

Project Number: PT-23-06-45	CFDA#: 20. 600 Work Type: Police Traffic Services
--------------------------------	---

SECTION B – DESCRIPTION OF PROJECT

Statement of Problem (Provide detailed information of the highway safety problems in your area to be addressed through this project. Include countywide crash data for the last three years and any other relevant information to validate the statements. For more detailed information see "How to write an effective traffic safety project" located at:
<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>)

This will be a project for the Region 4 Law Enforcement Liaison. The Governor's Highway Safety Program supports and oversees the statewide "Booze It & Lose It", "Click It or Ticket", and Speed Reduction programs. Law Enforcement Agency coordination of these programs is accomplished by utilizing 11 regional "Law Enforcement Liaison" positions. Through the guidance and coordination efforts of the Liaisons, planning, participation, and reporting activities from the event(s) occur.

Proposed Solution (Begin with a one-sentence summary of your project. Then describe in detail how your proposed project will address the problem identified in the "Statement of Problem" section):

A Regional Law Enforcement Liaison serves as coordinator and organizer for highway safety activities in their respective region. Efforts to continue to promote and involve law enforcement agencies in these lifesaving endeavors are of paramount importance

to this statewide program. LELs are required to host events, attend, and conduct meetings, assist County Coordinators with organizing highway safety campaigns, and encouraging agencies to participate and report their activities. This project will begin at the start of the 3rd Quarter, and all reporting and efforts will begin upon approval.

Budget Justification (Provide a detailed explanation of the costs associated with proposed project):

The GRANVILLE COUNTY SHERIFF'S OFFICE has continued to see an increase in speeding violations. The majority of enforcement taking place on major roadways due to their high crash volume, speeding continues to be a leading cause of crashes within our county. With funding for 2 additional RADARS and 1 LIDAR more officers can be placed in areas to combat this concern. Our hope is that more enforcement leads to less crashes.

The purpose of radar speed signs is to slow cars down by making drivers aware when they are driving at speeds above the posted limits. They are used as a traffic calming device in addition to or instead of physical devices such as speed bumps and rumble strips. Radar speed signs are a proven traffic calming solution to raise the speed awareness of oncoming drivers. Studies repeatedly show that when alerted by a radar sign, speeders WILL slow down up to 80% of the time. Typical average speed reductions are 10-20%, and overall compliance with the posted speed limit will increase by 30-60%.

To promote regional law enforcement engagement and increase participation in GHSP highway traffic safety efforts, LECC Support funds will be utilized to conduct meetings, training, and engagement efforts.

Travel Justification (Provide justification for all travel expenses):

In-state travel and out-of-state funds will be used for travel to perform LEL functions, trainings, and responsibilities. Some of the funds may be used to attend traffic safety conferences and trainings similar to NCGHSP's traffic safety conference, the annual Lifesaver's national conference, the GHSA annual conference and trainings related to traffic safety enforcement and education.

To be completed by law enforcement agencies seeking first year grant:

Provide the agency's number of sworn officers	60
Does the agency currently have a dedicated traffic or DWI unit?	Yes ☐ No ☒
If a dedicated traffic or DWI unit exists, how many officers are assigned to the unit?	

For applicants requesting enforcement grants, please provide the following county fatality rankings:
Information can be located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>

Overall Fatality Ranking:	31
Alcohol Fatality Ranking:	21
Unrestrained Fatality Ranking:	33
Speed Related Fatalities:	19
Other Applicable Rankings: (Specify)	

As part of this project all law enforcement agencies must enter traffic enforcement citations data of their agency for the past three years.

Year 2019	Occupant Protection Citations	DWI Citations	Speed Citations
Year 2020	Occupant Protection Citations 2	DWI Citations 3	Speed Citations 6
Year 2021	Occupant Protection Citations 3	DWI Citations 7	Speed Citations 16

Goals and Objectives (Provide at least one SMART (Specific, Measurable, Attainable, Realistic and Timely) goals and objectives. For more detailed information see "How to write an effective traffic safety project" located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>)

Goal #1: Promote highway safety within Region 4 with increased efforts to maintain seatbelt use above 90% by September 30, 2024. Raise the law enforcement agency participation rate in Region 4 from the 2021-2022 average of 90.5% to an average of 93% by September 30, 2023.

- Objectives:
- Conduct a minimum of four Law Enforcement County Coordinator (LECC) meetings to discuss current highway safety activities, GHSP issues, training opportunities, and legal updates and concerns.
 - Gather LECC monthly reports, awarding 25 GHSP STEP system credits for Coordinators each month they submit one.
 - Compile a quarterly regional report for GHSP that includes a summary of the reports from the LECC's and

the activities by the RLEL.

- Promote night-time seatbelt initiatives, GHSP campaigns and events within Region 4.

Goal #2:

Objectives:

Goal #3:

Objectives:

Below are the 5-year goals of the NC Governor's Highway Safety Program (GHSP). To be eligible for funding, your traffic safety project should match one or more of the GHSP goals. Check all that apply.

- ☒ 1 Reduce NC's traffic-related fatalities by 12% from the 2015-2019 average of 1,427 to 1,255 by December 31, 2023.
- ☒ Reduce NC's alcohol-related fatalities by 10% from the 2017-2019 average of 380 to 342 by December 31, 2023.
- ☒ Reduce NC's unrestrained fatalities by 10% from the 2105-2109 average of 406 to 365 by December 31, 2023.
- ☒ Reduce NC's speed-related fatalities by 10% from the 2107-2019 average of 352 to 317 by December 31, 2023.
- ☒ Reduce NC's young driver-involved fatal crashes by 10% from the 2015-2019 average of 166 to 149 by December 31, 2023.
- ☒ Reduce NC's motorcycle fatalities by 5% from the 2015-2019 average of 190 to 181 by December 31, 2023.
- ☒ Increase NC's seat belt usage rate 2.9 percentage points from 87.1 percent in 2020 to 90% by December 31, 2023.

SECTION C – BUDGET DETAIL

Other Direct Costs

#	Equipment	Quantity	Cap Amount	Cost
1	RADAR-INCLUDES INSTALLATION AND SHIPPING	3	\$2,500.00	\$7,500.00
2	LIDAR-INCLUDES SHIPPING	1	\$3,500.00	\$3,500.00
3	SPEED DISPLAY SIGNS (POLE-MOUNTED) INCLUDES SHIPPING	2	\$4,995.00	\$9,990.00
Total Equipment Cost				\$20,990.00

Other Equipment Details :

#	Other Items and Equipment Direct Cost:	Cost
1	LECC Support	\$1,010.00
Total Other Items and Equipment Direct Cost:		\$1,010.00

#	Travel	Cost
1	In-State Travel	\$1,500.00
2	Out-of-State Travel	\$1,500.00
Total Travel Cost:		\$3,000.00
Total Other Direct Costs:		\$25,000.00

SECTION D – SCHEDULE OF TASKS BY QUARTERS

List the schedule of tasks by quarters, referring specifically to the objectives in Section B. Tasks should be a bulleted list of activities to be performed in each quarter.

Conditions for Enforcement Projects Only

By checking this box, the above agency agrees to the terms below as additional activities to be performed as part of this project.

- A minimum of one (1) nighttime and one (1) daytime seat belt initiative per month;
- A minimum of one (1) impaired driving checkpoint per month;
- A minimum of 50% of seat belt initiatives must be conducted at night between the hours of 7:00 p.m. and 7:00 a.m.;
- ☒ • Participation in all "Click It or Ticket" and "Booze It & Lose It" campaigns;
- Participation in any event or campaign as required by the GHSP;
- Attempt to utilize one of the Forensic Tests for Alcohol Branch's Mobile Breath Alcohol Testing (BATMobiles) units during at least one of the impaired driving checkpoints.

First Quarter (October, November, December)

Second Quarter (January, February, March)

Third Quarter (April, May, June)

- Attend all GHSP meetings and events.
- Conduct a minimum of one county coordinator meeting.
- Meet with a minimum of three non-participating/reporting agencies within the Region.
- Collect monthly LECC reports and compile into the regional quarterly report.
- If requested, provide GHSP with grant application information regarding agencies in their region.
- Conduct/provide support for a minimum of 3 presentations using the DWI Simulator
- Conduct/provide support for a minimum of 2 presentations using the Convincer.
- Submit quarter 3 progress report by July 15

Fourth Quarter (July, August, September)

- Attend all GHSP meetings and events.
- Conduct a minimum of one county coordinator meeting.
- Meet with a minimum of three non-participating/reporting agencies within the Region.
- Collect monthly LECC reports and compile into the regional quarterly report.
- Conduct/provide support for a minimum of 3 presentations using the DWI Simulator
- Conduct/provide support for a minimum of 2 presentations using the Convincer.
- Submit Quarter 4 progress report by October 15
- Submit Final Accomplishments report by October 15
- Submit final claim by October 30

AGENCY AUTHORIZING SIGNATURE

- ☒ I have read and accept terms and conditions of the grant funding and attached the Grant Agreement. The information supplied in this application is true to the best of my knowledge

Name:

PIN:

Date:

Note:

1. Submitting grant application is not a guarantee of grant being approved.
2. Once form has been submitted, it cannot be changed unless it has a status of "Return".

FOR GHSP USE ONLY:

Recommendation:

Date:



Granville County

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

To: Board of Commissioners
From: Sheriff Robert Fountain
Department: Sheriff's Office
Date: March 30, 2023
Title: **Surplus Declaration and Donation of Two Sheriff's Office Vehicles to Vance-Granville Community College**

PURPOSE:

To receive approval for the Granville County Sheriff's Office (GCSO) to surplus and then donate two older model patrol vehicles to Vance-Granville Community College (VGCC).

The request is as follows:

1. The Sheriff's Office is requesting to donate two 2014 Dodge Chargers to VGCC for utilization by the Basic Law Enforcement Training (BLET) Academy. The purpose of the donation will be to support the BLET Academy with training scenarios by providing vehicles that are outfitted with law enforcement equipment.
2. As per North Carolina General Statute 160A-274, the sale, lease, exchange, and joint use of governmental property:
 - a. For the purposes of this section, "governmental unit" means a city, county, school administrative unit, sanitary district, fire district, the State, or any other public district, authority, department, agency, board, commission, or institution.
 - b. Any governmental unit may, upon such terms and conditions as it deems wise, with or without consideration, exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property.
 - c. Action under this section shall be taken by the governing body of the governmental unit.

BACKGROUND:

The Sheriff's Office has been exploring ways to enhance the partnership with the BLET Academy by offering support through donations when the opportunity is available. VGCC is the main training academy for newly hired deputies, and it is essential the Sheriff's Office maintains a strong relationship. Sheriff Fountain has an interest in the success of the BLET program and has developed a positive working relationship with Director Brandon Bishop since the election. In a letter addressed to

the Board of Commissioners, Director Bishop outlines how the vehicles will be utilized and the important impact this donation will have on driver training (see attachment – VGCC Donation Form and Letter).

DONATION PROPOSAL:

	<u>Estimated Value</u>
▪ 2014 Dodge Charger VIN#2C3CDXAT3EH121292 (mileage- 142,587)	\$ 7,600.00
▪ 2014 Dodge Charger VIN#2C3CDXAT9EH185918 (mileage- 122,675)	<u>\$ 7,600.00</u>
Total:	\$15,200.00

RECOMMENDATION:

The Sheriff recommends approval to surplus and then donate two patrol vehicles to the VGCC BLET Academy for utilization in training.

ATTACHMENTS:

VGCC Donation Form and Letter
Property Disposal Options Chart

ACTION TAKEN:



VANCE-GRANVILLE

COMMUNITY COLLEGE

In-Kind Gift Donation Form

Thank you for making an in-kind gift donation to Vance-Granville Community College in support of the college and our students. Please fill out this form completely and accurately with all available information and details about your donation in order that we can properly record and acknowledge your generous gift.

Donor Name:

Contact Person:

Address:

Telephone: **Email Address:**

Description of Gift/Donation (please be specific):

2- Dodge Chargers
1) 2014 Dodge Charger VIN# 2C3CDXAT3EH121292 White in color.
2) 2014 Dodge Charger VIN# 2C3CDXAT9EH185918 White in color.

Estimated Dollar Value:

NOTE: The IRS requires, for our records and yours, that an estimation of the dollar amount of a non-cash contribution be given. Only donors can determine the fair market value of their donation. IRS publication 561, *Determining the Value of Donated Property* is helpful for individuals, partnerships, and corporations who make non-cash contributions. If a non-cash contribution exceeds \$5000, the taxpayer must obtain an appraisal executed by a qualified independent appraiser and complete and file an IRS Form 8283 in order to be eligible for a charitable contribution income tax deduction.

Value Returned to the Donor:

NOTE: If the college provided any goods or services in consideration for the gift (e.g. tickets to a dinner or event), the value returned to the donor must be noted.

Are there any restrictive conditions as part of the gift? Select one:

If Yes, please describe.

Does the gift require the college to provide transportation, installation, electrical, plumbing, etc.? Select one:

If Yes, please describe.

Signature of Donor:

Date:

Signature(s) of Acknowledgment

Dean/Director

Date

Vice President

Date

Director of Endowment

Date

President

Date

Thank you for supporting Vance-Granville Community College



Vance-Granville
Community College

Basic Law Enforcement Training
Brandon J. Bishop School Director



Granville County Board of Commissioners,

It is with a grateful heart and extreme, sincere appreciation and thankfulness that I write this letter to each of you. Vance Granville Community College has always and will continue to strive to implement and offer to the communities that we serve, the best possible training with the best possible instructors and the best possible equipment. This is especially true concerning the Continuing Education and Work Force Development programs to include the Basic Law Enforcement Training Program. With your generosity, support and dedication to the communities, our Law Enforcement Agencies will be able to continue to train and grow in order to properly serve our communities.

After speaking with newly elected Sheriff Fountain shortly after the BLET Academy started, he showed a desire and interest in helping with the training. Sheriff Fountain and I spoke at length about what some needs of the program were and he graciously stated that he believed that the Granville County Sheriff's Office and the Board of Commissioners would be able to donate 2 vehicles to the training program. I would like to personally thank Sheriff Fountain for his dedication to the college, communities and law enforcement agencies. These vehicles are imperative to our training program.

In order to properly train each BLET Academy cadet, we must have up to date and fully functioning equipment. The donation of the 2 vehicles to the program will allow the Law Enforcement Drivers Training Block to continue to function with said equipment. These vehicles will be utilized in multiple facets of the training academy. First, they will allow us to upgrade from 2 older, outdated vehicles that are more inline with what today's officers are utilizing. Secondly, each vehicle will be utilized by an average of 30-40 Cadets every year, split between two BLET Academies. Each Cadet is required to successfully pass 6 individualized driving courses that include emergency operations, routine operations, precision driving and obstacle and vehicle avoidance courses. Each of these courses must be passed by each cadet 3 times both day and night. Each vehicle will have been utilized for an average of 150-200 hours during the course of an academy. Outside of the Drivers Training, the vehicles will also be utilized in such training blocks as Law Enforcement Communications Systems, Subject Control Arrest Training, In Custody Transport and numerous other training blocks. As I have stated, they are an integral part of the Basic law Enforcement Training Program and integral to each Cadet and their support of the communities they serve.

Again, on behalf of the Vance Granville Community College, the Law Enforcement Training Program and me, I want to express my sincere gratitude of your dedication to the Cadets, their respective agencies and our communities. With your help, and support from agencies such as the Granville County Sheriff's Office and Sheriff Fountain, the program will continue to bring our Law Enforcement Agencies the best possible training available. With continued support and cooperation between Vance Granville Community College and the Law Enforcement Agencies, we will train the officers of tomorrow, today and we will continue to set the benchmark of law enforcement training.

With deepest gratitude,

Brandon J. Bishop

Dir. Law Enforcement / Basic Law Enforcement Training
Vance Granville Community College

2/6/2023

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 real 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)
Convey without Monetary Consideration (“donate”)			
Convey to non-profits, sister cities, and other units of government – does not apply to schools (<i>G.S. 160A-280</i>)	Yes	Yes	No
Convey 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

Property Disposal Options For North Carolina Local Governments

Special Conveyances	Personal Property UNDER \$30,000	Personal Property OVER \$30,000	All Real Property
Sell artistic, historic, or scenic property to non-profit or trust for conservation or preservation (<i>G.S. 160A-266(b)</i>)	Yes	Yes	Yes
Lease property for affordable housing (<i>G.S. 160A-278</i>)	No	No	Yes
Sell property for affordable housing - Counties (<i>G.S. 153A-378</i>) - Cities (<i>G.S. 160A-279</i>)	No	No	Yes
Lease or sell property for economic development projects (<i>G.S. 158-7.1</i>)	No	No	Yes
Sell, exchange, or transfer property for community development projects – cities only (<i>G.S. 160A-457</i>)	No	No	Yes
Lease, sell or convey property to fire department & rescue squad for facilities (<i>G.S. 160A-277</i>)	No	No	Yes
Retiring law enforcement officer's weapon and badge (<i>G.S. 20-187.2</i>)	Yes	No	No
Retiring firefighter's helmet (<i>G.S. 160A-294.1–cities; G.S. 153A-236–counties</i>)	Yes	No	No

Special Considerations for Public School Property (real and personal):

- Must be sold for valuable consideration (cannot be donated)
- Real property must be offered first to county board of commissioners for fair market price or negotiated price; if county does not purchase, can be sold using property disposal procedures under Article 12 of Chapter 160A (*G.S. 115C-518*)
- Real property can be leased to another governmental unit for one dollar (\$1) per year (*G.S. 160A-274(c)*)

Special Considerations for Seized and Abandoned Property (personal):

- Seized or abandoned personal property held by law enforcement must be disposed of according to procedures set out in Article 2 of Chapter 15 (*G.S. 15-11 through 15-17*)



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 3, 2023
Title: Donation of Surplus Shotguns to Stem Police Department

PURPOSE:

To receive approval to donate four (4) surplus shotguns that have exceeded their service life. The request is as follows:

1. The Sheriff's Office is requesting to donate four (4) surplus shotguns to the Stem Police Department (PD) for official use. A memorandum of transfer will be executed between the Sheriff's Office and the Stem PD detailing the weapons to be transferred. Additionally, the memo will state that the Stem PD will assume full responsibility for the functionality of the weapons upon transfer. The donation meets the statutory requirements stated in North Carolina General Statute 160A-274.
2. As per North Carolina General Statute 160A-274, the sale, lease, exchange, and joint use of governmental property:
 - a) For the purposes of this section, "governmental unit" means a city, county, school administrative unit, sanitary district, fire district, the State, or any other public district, authority, department, agency, board, commission, or institution.
 - b) Any governmental unit may, upon such terms and conditions as it deems wise, with or without consideration, exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property.
 - c) Action under this section shall be taken by the governing body of the governmental unit.

BACKGROUND:

The Sheriff's Office is in the process of identifying older model service weapons for surplus and upgrading the existing inventory. The four (4) 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 the attachment for a detailed list of the firearm type and serial number). Additionally, federal asset forfeiture funds were not used to purchase the surplus shotguns.

The following is a detail of the weapons proposed donation:

<u>Donation to the Stem Police Department</u>	<u>Estimated Value</u>
1. Mossberg 12gauge Serial Number: L048772	\$125.00
2. Mossberg 12gauge Serial Number: MV59104G	\$125.00
3. Mossberg 12gauge Serial Number: MV57996G	\$125.00
4. Winchester 12gauge Serial Number: N1123340	<u>\$125.00</u>
Total: \$500.00	

RECOMMENDATION:

The Sheriff recommends approval for the transfer of four (4) surplus shotguns to the Stem Police Department for official use.

ATTACHMENTS:

Memorandum from Town of Stem
Inventory of Granville County Sheriff's Office Surplus Shotguns
Property Disposal Chart

ACTION TAKEN:



To: Russ May, Chairman
Granville County Board of Commissioners
From: Casey Dover, Mayor
Town of Stem, North Carolina

Dear Mr. May,

I would like to extend the Town of Stem's appreciation for the proposed donation of four (4) shotguns from the Granville County Sheriff's Office to the Stem Police Department. These weapons will be utilized by our officers in furtherance of their law enforcement duties.

The Town of Stem will accept the following weapons as donation:

1. Mossberg 12gauge Serial Number: L048772
2. Mossberg 12gauge Serial Number: MV59104G
3. Mossberg 12gauge Serial Number: MV57996G
4. Winchester 12gauge Serial Number: N1123340

The Stem Police Department will accept responsibility for the maintenance and functionality of these weapons at the time of transfer.

Warm Regards,

Casey Dover
Mayor
Town of Stem

Granville County Sheriff's Office Surplus Shotguns for Donation

Type	Serial Number	Surplus Price
1. Mossberg 12ga	L048772	Surplus to Stem PD
2. Winchester 12ga	N1123340	Surplus to Stem PD
3. Mossberg 12ga	MV59104G	Surplus to Stem PD
4. Mossberg 12ga	MV57996G	Surplus to Stem PD
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Property Disposal Options For North Carolina Local Governments

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Exchange			
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Lease			
Lease with term over 10 years treated as sale of real 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)
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Convey 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

Property Disposal Options For North Carolina Local Governments

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Lease property for affordable housing (<i>G.S. 160A-278</i>)	No	No	Yes
Sell property for affordable housing - Counties (<i>G.S. 153A-378</i>) - Cities (<i>G.S. 160A-279</i>)	No	No	Yes
Lease or sell property for economic development projects (<i>G.S. 158-7.1</i>)	No	No	Yes
Sell, exchange, or transfer property for community development projects – cities only (<i>G.S. 160A-457</i>)	No	No	Yes
Lease, sell or convey property to fire department & rescue squad for facilities (<i>G.S. 160A-277</i>)	No	No	Yes
Retiring law enforcement officer's weapon and badge (<i>G.S. 20-187.2</i>)	Yes	No	No
Retiring firefighter's helmet (<i>G.S. 160A-294.1–cities; G.S. 153A-236–counties</i>)	Yes	No	No

Special Considerations for Public School Property (real and personal):

- Must be sold for valuable consideration (cannot be donated)
- Real property must be offered first to county board of commissioners for fair market price or negotiated price; if county does not purchase, can be sold using property disposal procedures under Article 12 of Chapter 160A (*G.S. 115C-518*)
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- Seized or abandoned personal property held by law enforcement must be disposed of according to procedures set out in Article 2 of Chapter 15 (*G.S. 15-11 through 15-17*)



Granville County

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

To: Board of Commissioners
From: Sheriff Robert Fountain
Department: Sheriff's Office
Date: April 3, 2023
Title: Purchase of Firearms and Tactical Equipment

PURPOSE:

To receive approval for the purchase of firearms and supporting tactical equipment for the Granville County Sheriff's Office to replace the existing inventory. The request is as follows:

The Sheriff's Office is requesting to expend \$83,377.67 in U.S. Department of Justice (DOJ) asset forfeiture funds to purchase firearms and tactical equipment from Lawmen's supply company.

BACKGROUND:

The Granville County Sheriff's Office is requesting funding to replace older model AR-15 rifles which were last purchased in February 2015. The acquisition of updated firearms from a reputable manufacturer will provide the Sheriff's Office with a reliable weapons system that deputies can have confidence in a worst-case scenario. This request will also include four (4) semi-auto and six (6) auto 9mm sub-guns. These weapons systems will be outfitted with supporting tactical accompaniments to include flashlights, sight optics, and magazines.

The FBI's statistics for law enforcement officers killed in the line of duty from 2016 showed that 40% of the officers were murdered by suspects with long guns. Additionally, in 2022, AR-15 style weapons accounted for the deaths of over 36 innocent people in mass shootings in the United States. The ability of the Sheriff's Office to respond to critical incidents from the patrol deputy to a tactical team will rely on the office's ability to deploy equipment to meet the highest level of threat. Most of the time it will be the first deputy on the scene who must deal with an active shooter in a deadly force encounter. It is essential that each Granville County Deputy is properly equipped to immediately respond to a critical incident.

As the Sheriff's Office moves to refit its weapons inventory, it is important to know that the purpose of this acquisition is to provide the capability to meet the most serious threats posed by violent offenders. Shoulder fired rifles possessed by felons will outperform handgun rounds and will penetrate police issued body armor. Conversely, violent offenders are more often wearing body armor making it more difficult for a handgun round to stop the threat. This weapons acquisition will afford the Sheriff's Office with the necessary tactical equipment to provide public safety to the citizens of Granville County. Additionally, it will be the policy of the Sheriff's Office to meet the training requirements to safely deploy the requested firearms and to continue to maintain a superior level of proficiency.

The purchase request is as follows:

20 -	Streamlight Illumination	\$ 2,719.40
20 -	M-LOK Aluminum Rail Attachments	\$ 379.80
3 -	Shipping	\$ 14.95
40 -	Sig Sauer WRM400 16 Inch 5.56 Semi-Auto Rifle	\$ 38,720.00
10 -	Sig Sauer WRM400 11.5 Inch 5.56 Semi-Auto Rifle	\$ 10,130.00
4 -	Sig Sauer WRMPX 4.5 Inch 9mm Semi-Auto Sub Gun	\$ 6,640.00
6 -	Sig Sauer WRMPX 4.5 Inch 9mm Auto Sub Gun	\$ 11,346.00
10 -	Sig Sauer 9mm 35capacity Magazine	\$ 380.00
60 -	Sig Sauer ROMEO5 Compact Red Dot Sight 1x20mm	\$ 7,775.40
Taxable:		\$78,105.55
Tax:		\$ 5,272.12
Total:		\$83,377.67

A copy of the quote is attached for your reference.

The Sheriff's Office represents that its procurement complies with Granville County's Purchasing Policy and applicable law.

FUNDING:

Funds are available for this purchase from the DOJ asset forfeiture account. The DOJ Money Laundering and Recovery Section (MLARS) has reviewed the Sheriff's Office request and granted approval to utilize federal asset forfeiture funds to purchase controlled equipment. Upon the acquisition of the new firearms, the Sheriff's Office will contract with a local firearms dealer to sell the older model inventory. It is estimated that the sale of these firearms will generate approximately \$9000.00 that will be repatriated to the asset forfeiture account.

Note: Lawmen's is recognized as the State of North Carolina's sole source for firearms purchases.

RECOMMENDATION:

The Sheriff recommends approval for the purchase of the equipment outlined in this request in the amount of \$83,377.67, utilizing the Sheriff's Office DOJ asset forfeiture account.

ATTACHMENTS:

Quote - Lawmen's
DOJ Controlled Equipment Approval Request Form
Asset Forfeiture Tracker
Public Notification
Public Notification - Spanish

ACTION TAKEN:



3319 Anvil Place
Raleigh, NC 27603

800 Clanton Road Suite T
Charlotte, NC 28217

4961 Broad River Rd. Suite B
Columbia, SC 29212

SALES QUOTE

SQ-389264

3/9/2023



REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

Customer		Contact	Ship To			
GRANVILLE CO. SHERIFFS OFFICE ATTN: ACCOUNTS PAYABLE 525 NEW COMMERCE DR OXFORD NC 27565 Tel: (919) 603-1302 Fax: (919) 690-1766			GRANVILLE CO. SHERIFFS 525 NEW COMMERCE DR OXFORD NC 27565			
Account	Terms	Due Date	Account Rep	Schedule Date		
GRANVI	NET 30 Email Delivery	4/8/2023	Lauren McFaul	3/9/2023		
Quotation	PO #	Reference	Ship VIA	Page	Printed	
SQ-389264		SAILES, BUSTER-	FedEx Ground	1	3/9/2023 2:18:05PM	
L	Item / Model / Brand Description	Qty	Price UM	Discount %	Amount	
1	STR69110 / 080926691100 / STREAMLIGHT Streamlight 69110 Tlr-1 - Includes Rail Locating Keys And Lithium Batteries. Box.	20	\$135.97 EA	\$0.00	\$2,719.40	
2	MICMAG582 / 873750001678 / MIC M-LOK ALUMINUM RAIL, 7 SLOT BLACK	20	\$18.99 EA	\$0.00	\$379.80	
3	SH / MISCEL SHIPPING/HANDLING	1	\$14.95 EA	\$0.00	\$14.95	
4	SIG SAUER IS FREE FREIGHT					
5	SIGWRM40055-004 / 798681654857 / SIGSAUER Sig Sauer WRM400-556N-16B-PRO Sigm400 5.56 Nato Rifle 16In Pro Blk Semi Fold Sights Tele Stock Al Mlok Hg - 1 30Rd Mag - UPC 798681654857	40	\$968.00 EA	\$0.00	\$38,720.00	
6	SIGWRM40055-002 / 798681654833 / SIGSAUER Sig Sauer WRM400-556N-11B-PRO-SBR Sigm400 5.56 Nato Sbr 11.5In Pro Blk Semi Fold Sights Tele Stock Al Mlok Hg - 1 30Rd Mag - UPC 798681654833	10	\$1,013.00 EA	\$0.00	\$10,130.00	
7	SIGWRMPX4B9SBR / 798681593798 / SIGSAUER Sig Sauer WRMPX-4B-9-SBR SIGMPX 9MM SBR 4.5IN BLK SEMI FOLD TELE AL MLOK HG PDW 1 30RD MAG	4	\$1,660.00 EA	\$0.00	\$6,640.00	
8	SIGWRMPX4B9MGA / 798681593781 / SIGSAUER Sig Sauer WRMPX-4B-9-MGA SIGMPX 9MM SBR 4.5IN BLK AUTO FOLD TELE AL MLOK HG PDW 1 30RD MAG	6	\$1,891.00 EA	\$0.00	\$11,346.00	
Pricing is valid for 30 days. * Please verify that the part numbers and descriptions are correct before submitting your order. * Restocking fees may apply to returned items. Firearms, ammunition, special order or customized items and certain other products may not be returned. * Many products sold have manufacturer's warranties. For returns related to matters covered by a manufacturer's warranty, please contact the manufacturer directly for instructions to repair or replace your product. We do not augment or supplement the manufacturer warranty. * Prices on this quotation assume payment with cash or check.				Page	1	
				Sub Total		\$69,950.15



3319 Anvil Place
Raleigh, NC 27603

800 Clanton Road Suite T
Charlotte, NC 28217

4961 Broad River Rd. Suite B
Columbia, SC 29212

REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

SALES QUOTE

SQ-389264

3/9/2023



Customer		Contact	Ship To			
GRANVILLE CO. SHERIFFS OFFICE ATTN: ACCOUNTS PAYABLE 525 NEW COMMERCE DR OXFORD NC 27565 Tel: (919) 603-1302 Fax: (919) 690-1766			GRANVILLE CO. SHERIFFS 525 NEW COMMERCE DR OXFORD NC 27565			
Account	Terms	Due Date	Account Rep	Schedule Date		
GRANVI	NET 30 Email Delivery	4/8/2023	Lauren McFaul	3/9/2023		
Quotation	PO #	Reference	Ship VIA	Page	Printed	
SQ-389264		HAILES, BUSTER-	FedEx Ground	2	3/9/2023 2:18:05PM	
L	Item / Model / Brand Description	Qty	Price UM	Discount %	Amount	
9	SIG8901025 / 798681666997 / SIGSAUER Sig Sauer 8901025 Magazine Sigmpx 9Mm 35 Rd Thrill Blk - UPC 798681666997	10	\$38.00 EA	\$0.00	\$380.00	
10	SIGSOR52001 / 798681553396 / SIGSAUER Sig Sauer SOR52001 ROMEO5 COMPACT RED DOT SIGHT 1X20MM 2 MOA RED DOT 0.5 MOA ADJ M1913 BLACK	60	\$129.59 EA	\$0.00	\$7,775.40	
Pricing is valid for 30 days. * Please verify that the part numbers and descriptions are correct before submitting your order. * Restocking fees may apply to returned items. Firearms, ammunition, special order or customized items and certain other products may not be returned. * Many products sold have manufacturer's warranties. For returns related to matters covered by a manufacturer's warranty, please contact the manufacturer directly for instructions to repair or replace your product. We do not augment or supplement the manufacturer warranty. * Prices on this quotation assume payment with cash or check.		Tax Details NCCTY675 \$5272.125		Taxable		\$78,105.55
				Total Tax		\$5,272.12
				Exempt		\$0.00
				Total		\$83,377.67
				Balance		\$83,377.67



Controlled Equipment Approval Request Form for the Equitable Sharing Program



Please select the appropriate funding source for your request:



Department of Justice



Department of the Treasury

Fill in the fields below with the appropriate requester name, email, and agency information including agency name, NCIC code, and address.

Agency Information

Requester Name: Robert Bailess

Requester Email: robert.bailess@granvillecounty.org

Agency Name: Granville County Sheriff's Office

NCIC Code: NC0390000

Address: 525 New Commerce Drive

Address: _____

City: Oxford State: NC Zip: 27565

Go on to next page.



Controlled Equipment Approval Request Form for the Equitable Sharing Program



Controlled Equipment Class

Select the appropriate class of equipment and fill in the total number and cost of the assets that your agency is requesting approval to purchase. For a list of prohibited items, please refer to Section 12 in the Federal Register :: Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety.

Check Box	Type of Equipment	Total Number of Assets	Total Cost of Assets
☐	Manned Aircraft, Fixed Wing, and Rotary Wing		
☐	Unmanned Aerial Vehicle		
☐	Armored and Tactical Vehicles, Wheeled		
☐	Command and Control Vehicles		
☒	Specialized Firearms and Ammunition under .50 Caliber	70	70522.00
☐	Explosives and Pyrotechnics		
☐	Breaching Apparatus		
☐	Riot Batons and Shields		
Total:		70	70,522.00

Controlled Equipment Description and Use

Provide a summary of the equipment your agency is requesting to purchase, including a description of the equipment, its reason for purchase/intended use, training on the use of such equipment, and how the equipment will be tracked, maintained, and stored.

The Granville County Sheriff's Office (GCSO) is requesting to utilize DOJ asset forfeiture funds to purchase 70 firearms to replace older weapons currently utilized by deputies in patrol, investigative, and specialized units. The firearms will be placed into service in accordance with the GCSO firearms policy and will meet the training requirements outlined by the North Carolina Department of Justice Training and Standards Division. The GCSO will follow standard accounting procedures and internal controls to track the purchased firearms as outlined in the DOJ's Guide to Equitable Sharing. The GCSO utilizes the Thomson Reuters Fixed Asset Tracking System to maintain a record of tangible property purchased with asset forfeiture funds. An inventory policy has been established by GCSO and will include a description of the item, serial number, custodian, date of assignment and location for each firearm purchased. The request is for the purchase of the following weapon systems: Glock 43X Pistols (10), SIGM400 PRO Semi 5.56 Nato 16inch barrel (40), SIGM400 PRO Semi 5.56 Nato 11.5inch barrel (10), SIG MPX Semi 9mm (4), SIG MPX Auto 9mm (6).



Controlled Equipment Approval Request Form for the Equitable Sharing Program



Approvals and Certifications

As the Agency Head approving this agency's request:

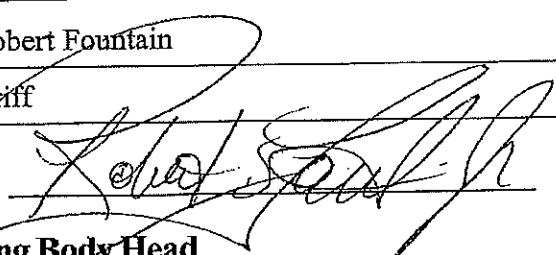
- ☒ I certify that if the request is approved, our agency will follow all requirements as outlined by Executive Order 14074, dated May 25, 2022, as well as the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and any subsequent guidance issued by MLARS. For more information, please refer to Section 12 in the *Federal Register*, linked above.
- ☒ I certify that our agency will implement policies and procedures regarding the training, inventorying, record retention, and use of controlled equipment in accordance with the Executive Order 14074. In addition, our agency will consult with MLARS/TEOAF prior to disposing the purchased Controlled Equipment.
- ☒ I certify that our agency, in accordance with Executive Order 14074, Section 12(c)(iii), has notified the local community of this request, in English and any other appropriate languages to inform individuals with limited English proficiency.
- ☒ I certify that our agency is not currently under investigation for engagement in a pattern or practice of civil rights violations. Should DOJ determine or a Federal, State, Tribal, local or territorial court enter a final judgment finding that our agency has engaged in a pattern or practice of civil rights violations, our agency will be required, at a minimum, to reimburse its equitable sharing account for funds expended for this request.
- ☒ I certify that, as a participant in the Equitable Sharing Program, our agency agrees to abide by federal Equitable Sharing policy and guidance and violations of such may result in sanctions, up to and including permanent exclusion from the Program, as set forth in the *Guide*.

This form must be signed by the Agency Head and Governing Body Head approving this request. An electronic or wet signature is permitted.

Agency Head

Name: Robert Fountain

Title: Sheriff

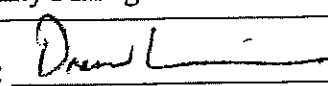
Signature: 

Date: 1/12/2023

Governing Body Head

Name: Drew Commings

Title: County Manager

Signature: 

Date: 1/25/23



Controlled Equipment Approval Request Form for the Equitable Sharing Program



Email completed form or questions to the Department of Justice Equitable Sharing Program at **MLARS.ESProgram@usdoj.gov** or the Department of the Treasury Equitable Sharing Program at **TREAS.ACA@treasury.gov**.

FOR INTERNAL USE ONLY: Check the appropriate box to approve or deny the controlled equipment request.

☒ Approve

☐ Deny

Signature: Anne Insley 01/27/2023

Granville County Sheriff's Office Asset Forfeiture Fund Tracker

Date	Forfeiture Account	Asset Type and Expenditure Request	Current Balance	Remaining Balance
03/28/23	DOJ #51	Weapons and Tactical Equipment	\$269,209.34	
		Expenditure Request - \$83,377.67		\$185,831.67



Office of the Sheriff

"In God We Trust"



525 NEW COMMERCE DRIVE
OXFORD, N.C. 27565
919-693-3213
919-603-1315 FAX

March 20, 2023

Subject: Notification to the Board of Commissioners and the Citizens of Granville County

On May 25, 2022, Presidential Executive Order (EO) 14074 "Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety" was signed.

In accordance with EO 14074 (Section 12), State, Tribal, local, and Territorial Law Enforcement agencies (LEAs) must:

1. Notify their Civilian Governing Body (CGB) (*i.e., City Council, County Government, or other local governing body*) of its intent to request property from Federal sources (to include Federal funds or grants).
2. Notify the Local Community of its request for property transfers, purchases from Federal funds, agencies, or subcontractors (including existing transfer contracts or grants).

The Granville County Sheriff's Office is requesting to utilize U.S. Department of Justice federal asset forfeiture funds to purchase the following controlled property:

40	Sig Sauer WRM400 16 Inch 5.56 Semi-Auto Rifle -	\$38,720.00
10	Sig Sauer WRM400 11.5 Inch 5.56 Semi-Auto Rifle -	\$10,130.00
4	Sig Sauer WRMPX 4.5 Inch 9mm Semi-Auto Sub Gun -	\$ 6,640.00
6	Sig Sauer WRMPX 4.5 Inch 9mm Auto Sub Gun -	<u>\$ 11,346.00</u>

Total: \$66,836.00

Pursuant to EO 14074 (Section 12), this memo fulfills the requirement to notify the Civilian Governing Body and Local Community of the Sheriff's Office intent to use federal asset forfeiture funds to purchase the listed controlled property items.

Robert Fountain
Sheriff



Despacho del Alguacil

"En Dios Confiamos"



525 NEW COMMERCE DRIVE
OXFORD, N.C. 27565
919-693-3213
919-603-1315 FAX

20 de marzo, 2023

Asunto: Notificación al Consejo administrativo y a la comunidad civil del Condado de Granville

El 25 de mayo de 2022, se firmó el Decreto Ejecutivo Presidencial 14074 (EO 14074 por sus siglas en inglés) "Promoción de prácticas policiales eficaces, responsables y de justicia penal para mejorar la confianza y la seguridad pública".

De acuerdo con la EO 14074 (Sección 12), las agencias del orden público (LEA por sus siglas en inglés) estatales, tribales, locales y territoriales deben:

1. Notificar a los organismos civiles gubernamentales (CGB por sus siglas en inglés) correspondientes, es decir, los concejos municipales, condados u otros organismos gubernamentales locales, de la intención de solicitar recursos de propiedad de fuentes Federales (para incluir recursos o subvenciones federales).
2. Notificar a la comunidad local de dicha solicitud de transferencias de propiedades, compras con recursos federales, agencias o subcontratistas (incluidos los contratos de transferencia o subvenciones existentes).

La Oficina del Alguacil del Condado de Granville solicita utilizar recursos federales provenientes del decomiso de activos del Departamento de Justicia de los EE. UU. para la adquisición de los siguientes bienes controlados:

40	Sig Sauer WRM400 16 pulgadas 5.56 Rifle Semi-Automático	\$38.720,00
10	Sig Sauer WRM400 11.5 pulgadas 5.56 Rifle Semi-Automático	\$10.130,00
4	Sig Sauer WRMPX 4.5 pulgadas 9mm Pistola Semi-Automática	\$6.640,00
6	Sig Sauer WRMPX 4.5 pulgadas 9mm Pistola Automática	<u>\$ 11.346,00</u>

Total: \$66.836,00

De conformidad con el artículo EO 14074 (Sección 12), este memorando cumple con el requisito de notificar a la entidad gubernamental civil (CGB) y a la comunidad local de la intención proveniente de la Oficina del Alguacil, para utilizar recursos federales provenientes de decomisos de activos para la compra de los bienes controlados mencionados anteriormente.

Robert Fountain
Alguacil



Granville County Environmental Services

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

To: Board of Commissioners
From: Jason Falls
Department: Environmental Services
Date: March 23, 2023
Title: **Amendment and Extension of Landfill Operations Contract**

PURPOSE:

Request Board approval for a 14 month contract extension and requested price increase to Huff Soil Conservation, Inc. for continued operations at the Granville County Municipal Solid Waste (MSW) Landfill through FY23-24. The Board is asked to authorize the County Attorney to draft this contract amendment and extension and to authorize the County Manager to execute it.

BACKGROUND:

The current landfill operations contract operated by Huff Soil Conservation, Inc. expires on April 30, 2023. County Staff and the County Attorney met with Mr. Winfred Huff and his accountant on February 10, 2023, to discuss a contract extension/price increase for continued landfill operations. As explained by Mr. Huff and his accountant; within the last couple of years the contractor has experienced significant price increases in labor, equipment parts, and equipment purchase. Escalating equipment costs and documentation were presented to staff for review and discussion.

Huff Soil Conservation, Inc has been the contractor for the landfill for the last four decades through various contract revisions and extensions. The contract covers all landfill work at the MSW Landfill including receipt/compaction/disposal/covering of 43,000 tons of waste/year. Other functions of this contract include but are not limited to: grading, dirt/rock hauling, stockpiling/loading of tires and scrap metal, and yard waste recycling management. Attached is a copy of the current contract requirements. Below is a table showing the current and proposed price increase after negotiations with Huff Soil Conservation:

JOB FUNCTION	CURRENT	*REQUESTED
Landfill Operations	\$62,120.00/month	\$120,000.00/month
Scrap Tire Stockpile/Loading	\$1,000.00/month	\$2,500.00/month

**Note: Represents a 14 month extended option; new contract/vendor to be in place by July 1, 2024.*

County Staff met with the Solid Waste Subcommittee (Commissioners Jay and Williford) on March 21, 2023, to discuss this requested contract extension and price increase from Huff Soil Conservation. County staff explained that the proposed price increase is in the market range for this type of work and trash volume. Upon review and discussions, the subcommittee recommended extending the contract and requested increases for the 14 months. The extended contract will expire on June 30, 2024. In the meantime, staff will work with the County's engineering firm during FY2023-24 to look at landfill operation alternatives to be in place by July 1, 2024. Huff's Soil has provided a competitive rate and service to Granville County for many years. Staff appreciates his service for all these years.

FUNDING:

Funds are available within the annual operating landfill budget (FY23-24) to cover this extension and price increase upon departmental budget recommendation being approved and adopted by the Board of County Commissioners.

RECOMMENDATION:

The Solid Waste Subcommittee and County Staff recommend the 14-month contract extension and price increase for landfill operations. Staff recommends County Attorney to draft an addendum or new contract to be executed by both parties to be in effect by May 1, 2023.

ATTACHMENTS:

Landfill Operations Contract

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.

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. Weaver
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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Granville County Development Services

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

To: Board of Commissioners
From: Scott Phillips
Department: Development Services
Date: April 3, 2023
Title: **Award of Engineering Services Contract (\$154,400) for Triangle North Business Park to McGill Associates, PA**

PURPOSE:

This request considers awarding a fixed-price service contract (\$154,400) for Engineering Services required for the Triangle North Business Park and to authorize the County Manager to execute this contract.

BACKGROUND:

In August of 2019, Granville County retained McGill Associates, P.A. to perform evaluation and design services for the water and sewer infrastructure required for the park's development. As a result of this work a 16" diameter water service supply system was designed and permitted for construction.

This request is to update the prior service agreement needed to carry the waterline project forward.

As noted in the attached proposal, the work scope is summarized as follows.

- Task 3A – Survey and Easement Platting; Work needed for easements along Tabbs Creek Road. \$26,800.00
- Task 5 – Bidding and Construction Award; Services for final project design review, advertising and communication with potential bidders, conducting bid opening and preparing award recommendation. \$14,000.00
- Task 6 – Construction Administration; Organize and lead monthly project meetings, process and approve shop drawings and field related information request, observe work in progress, confirm adherence to project plans and specifications, verify field testing and start up, prepare as-built data and survey, and process record drawings for appropriate regulatory agencies. \$113,600.00

NOTE: Task 1; Project Planning, Task 2; Preliminary Design, Task 3; Design, and Task 4; Permitting have already been accomplished through the original agreement.

Compliance with Contract and Purchasing Policy

This request complies Section V, Architectural, Engineering, and Surveying Services (NCGS 143-64.31) of the County's Contract and Purchasing Policy.

FUNDING:

With the previously approved transfer of fund balance, the fiscal year 2022-2023 budget can facilitate this request.

RECOMMENDATION:

The Development Service Director recommends awarding the Engineering Service Contract to McGill Associates, PA for an amount not exceed \$154,400.00.

ATTACHMENTS:

Triangle North Revised Final Proposal Signed with Fee Schedule

ACTION TAKEN:

March 20, 2023

Mr. Scott Phillips
Development Services Director
Granville County
122 Williamsboro Street
Oxford, NC 27565

RE: Revised Proposal for Additional Consulting Services
Triangle North Granville Business and Industrial Park
Granville County, North Carolina

Dear Mr. Phillips,

Pursuant to your request, McGill Associates (McGill) is pleased to submit this revised proposal to Granville County ("Owner" or "County") to provide Professional Services for the above referenced project. The proposal has been modified from its previous version by adding "Survey and Plat Preparation" services to our scope, and to update the Bidding and Construction Phase services budgets based on our current fee schedule.

Based on our understanding from information provided by the County, several properties along Tabb's Creek Road may have property boundaries that extend into the existing NCDOT road right-of-way. This NCDOT road right-of-way is where the proposed water main was previously designed by McGill to be constructed. Per your direction, we are directed to determine if NCDOT has ownership of the road right-of-way, or if easements will be necessary for construction of the proposed water main extension. Should easements be necessary, our proposal includes the scope and budget for preparing the required plats and providing to the County. We understand that the County will be responsible for easement acquisition. McGill intends to utilize a subcontractor to perform work under the survey task as detailed below.

Additionally, McGill has previously completed final design for the proposed water main and obtained the needed permits for construction. The revised scope contained in this document includes reviewing those plans in light of current conditions and making any revisions necessary, as well as updating project status with permitting agencies.

Basic Services

Based on our understanding of the project, we anticipate providing the following **Scope of Services** to the County:

Task 3A – Additional Survey and Easement Platting

1. Perform deed research to verify property boundaries and determine where easements are needed for construction of water main along Tabbs Creek Road (SR-1521).

2. Perform field survey to verify private property and right-of-way boundaries for the proposed water main alignment along Tabbs Creek Road (SR-1521).
3. Generate easement plats for all work on private property in accordance with Granville County standards. This proposal is based on the assumption that easements from eight (8) private property owners will be required.

Proposed Fees:

Task 3A – Additional Survey and Easement Platting: \$22,000

Easement Plat Preparation (\$600 per parcel x 8 parcels): \$4,800

Task 5 – Bidding and Construction Contract Award Phase

1. Review Final Design to confirm readiness for bid and make minor adjustments to plans and bidding documents as needed.
2. Confirm permit approval status with applicable permitting agencies and provide updates to agencies as required.
3. Assist County with project advertisement, and communications with potential bidders.
4. Conduct pre-bid meeting(s), receive contractor feedback and issue addendums as necessary.
5. Schedule and conduct bid opening(s), receive bids, contractor qualifications, assemble tabulations, etc., for review with County Staff to develop recommendation(s) for construction contract award.
6. Prepare Recommendation for Construction Contract Award for presentation to County Board for discussion and possible approval.
7. Assist County with execution of contract documents with selected construction contractor. Receive and review contract support submittals, certificates of insurance, sureties, etc.,

Proposed Fees:

Task 5 – Bidding and Construction Contract Award Phase Services: \$14,000

Task 6. Construction Administration

1. Provide services as noted below during the construction phase of the project for a total assumed contract duration of 395 days.
2. Administer the construction contract in conformance with the requirements set forth in the Plans and Specifications.
3. Schedule and conduct initial site visit and pre-construction conference with Owner and selected construction contractor. Develop detailed implementation processes for administration, communications, coordination, reporting, etc., to ensure a smooth and efficient construction effort.
4. Organize and lead monthly status meetings with the County, NCDOT and the Contractor to report progress of construction and discuss any issues that have arisen during construction. Provide minutes following meeting as a means of monthly update to the County.
5. Process submittals, shop drawings, change orders, and field any requests for information (RFI). Coordinate responses between the County and the contractor.

6. Provide a qualified Resident Project Representative (RPR) to periodically observe the progress and quality of executed work and to determine in general if the work is proceeding in accordance with the approved plans and specifications. Our proposal assumes that an RPR will be present at the site for an average of **8 hours per week** during active construction.
7. Through the RPR's observations of the Work, including field checks of materials and installed equipment, endeavor to provide further protection for Owner against defects and deficiencies in the Work. McGill shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall McGill (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Contractor's work in progress, for the coordination of the Contractor's work or schedules, or for any failure of the Contractor to comply with Laws and Regulations applicable to the performing and furnishing of its work. McGill neither guarantees the performances of the Contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Contract Documents.
8. Disapprove or reject any work failing to conform to the approved plans and specifications.
9. Review applications for payment from the Contractor and make recommendations to County staff.
10. Verify field testing, start up and acceptance of installed infrastructure and general conformance of operation/performance to design requirements.
11. Verify final punchlist completion, receive close out submittals and documents. Complete project close.
12. Collect as-built data from contractor and perform an as-built survey for the installed water.
13. Prepare record drawings and submit any necessary certifications to the appropriate regulatory agencies.

Proposed Fee:

Task 6 – Construction Administration: \$113,600

Basis for Compensation Summary

Based on our understanding of the project, we proposed to provide the Scope of Basic Services detailed in this proposal for the following Lump Sum fees, inclusive of all reimbursable expenses:

Basic Services

Task 3A, Additional Survey and Easement Platting Phase \$22,000
Easement Plat Preparation (\$600 per parcel x 7 parcels)..... \$4,800
Task 5, Bidding and Construction Contract Award Phase..... \$14,000
Task 6, Construction Administration..... \$113,600

Total..... \$154,400

These fees will be invoiced based on the amount of work completed on each task.

Additional Services

The following services are not included in the Scope of Services listed above, and shall be considered as Additional Services to this proposal. Fees for the additional services shall be provided to and approved by the Owner prior to commencing any work. Such additional services may include (but are not limited to) the following:

1. Making revisions to drawings or other documents when such revisions are inconsistent with approval(s) or instruction(s) previously given by the Owner, or are due to causes beyond the control of McGill.
2. Providing services of professional consultants for items of work other than those described above.
3. Geotechnical services before or during construction.
4. Design of utilities other than water distribution (wastewater, natural gas, telephone, cable TV, electric, fiber optic, etc.).
5. Providing professional services made necessary by default of a contractor in the performance of the Construction Contract.
6. Providing construction phase services for a Contract Time exceeding 395 days.
7. Preparing to serve and/or serving as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding (other than as specified in the Basic Services above).
8. Providing services to correct deficiencies in the design or construction of adjacent properties.
9. Bid advertisement publishing costs, which we assume will be paid directly by the Town.
10. Payment of permit application fees, which we assume will be paid directly by the Town.
11. Materials sampling or testing services.
12. Location of existing underground utilities that are not marked or visible at the ground surface.
13. Preparation of a No-Rise Certification or Letter of Map Revision (LOMR) for impacts to floodplains/floodways.
14. Design of Traffic Control measures or detours.
15. Post-construction field surveying.
16. Easement recording and associated review fees, or payment of easement compensation to landowners.
17. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with the generally accepted Engineering practice.

Owner's Responsibilities

1. The Owner shall provide full information regarding site-related requirements for the Project.
2. The Owner shall designate a representative (authorized to act in his behalf) with respect to the Project. The Owner or his representative shall examine documents submitted by McGill and shall render decisions pertaining thereto promptly, avoiding unreasonable delay in the progress of McGill's work.
3. The Owner shall pay all permit application fees and bid advertisement publishing costs.

Mr. Scott Phillips
March 20, 2023
Page 5 of 5

Mr. Phillips, we appreciate the opportunity to provide this proposal to Granville County and to continue working with the County on this important project. We are prepared to begin work immediately upon notification to proceed. If this proposal is acceptable, please sign and return one (1) copy of the attached Consulting Services Agreement to our office.

If you have any questions regarding this proposal, please don't hesitate to contact me at 910-295-3159.

Sincerely,

MCGILL ASSOCIATES, P.A.

Michael A.
Hanson PE,
LEED AP

Digitally signed by
Michael A. Hanson PE,
LEED AP
Date: 2023.03.20 21:51:40
-04'00'

MICHAEL A HANSON, PE
Principal/Vice President

DocuSigned by:
Matthew Jones
F989937702B444D..

MATTHEW R JONES, PE
Project Manager

Attachments: Basic Fee Schedule

BASIC FEE SCHEDULE

January 2023

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$250			
Principal – Regional Manager – Director	\$215	\$220	\$235	\$240
Practice Area Lead	\$190	\$200	\$215	\$225
Senior Project Manager	\$200	\$210	\$215	\$220
Project Manager	\$170	\$180	\$185	\$190
Project Engineer	\$130	\$140	\$155	\$165
Engineering Associate	\$115	\$120	\$125	\$130
Planner- Consultant – Designer	\$120	\$130	\$150	\$165
Engineering Technician	\$110	\$120	\$125	\$135
CAD Operator - GIS Analyst	\$85	\$95	\$105	\$110
Construction Services Manager	\$140	\$150	\$170	\$185
Construction Administrator	\$105	\$120	\$130	\$140
Financial Services Manager	\$125	\$135	\$145	\$155
Grant Administrator	\$115	\$125	\$135	\$145
Construction Field Representative	\$90	\$105	\$110	\$120
Environmental Specialist	\$90	\$100	\$105	\$110
Administrative Assistant	\$75	\$80	\$90	\$105

1. EXPENSES

- a. Mileage - \$0.70/mile
- b. Flow Monitoring Equipment: Pressure Flow Meter- \$400/wk.; Gravity Flow Meter - \$1,000/deployment
- c. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. ASSOCIATED SERVICES -

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.



Granville County Administration

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: April 3, 2023
Title: Granville County Board of Adjustment

PURPOSE:

To make appointment to the Granville County Board of Adjustment.

BACKGROUND:

The function and duty of the Board of Adjustment is to hear and decide appeals from and review any order, requirement, decision, or determination made by an administrative official charged with enforcing the Granville County Zoning Ordinance. This Board shall also hear and consider any and all requests for variances and conditional use permits from the public at large, and arguments regarding zoning district boundary interpretation.

The term of Tommy Hobgood, Alternate (District 2) expires on April 1, 2023. Mr. Hobgood does not want to be reappointed.

Applications are on file from Neil Gresham (District 1) and Victoria Bradsher (District 2) for consideration.

Others serving:

Michael O. Smith	District 1
Wayne Overton	District 2
Jimmy Williams	District 3
Juanita Rogers	District 4
Blaine Holmes	District 5
John Frank	District 6
John W. Wimbush	District 7
Delores Lyons, Alternate	District 4

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 3, 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: Administration
Date: April 3, 2023
Title: **Update on Compliance Review Procedures for Equitable Sharing Program and Other Federal Grants and Contracts**

PURPOSE:

At the March 20, 2023 meeting, County Attorney Wrenn was asked to review procedures for the Equitable Sharing Program and other federal grants and contracts and bring back a recommendation. He will give an update on the matter.

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 3, 2023
Title: **County Attorney's Report**

PURPOSE:

Any matters as needed from 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 3, 2023
Title: **Presentations by County Board Members**

PURPOSE:

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

- Commissioner Timothy Karan
- Commissioner Jimmy Gooch
- Commissioner Zelodis Jay
- Commissioner Rob Williford
- Commissioner Sue Hinman
- Commissioner Tony W. Cozart
- 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 3, 2023
Title: **Any Other Matters**

PURPOSE:

To consider any other matters as needed.

ACTION TAKEN: