NORTH CAROLINA
COUNTY OF GREENE

The Greene County Board of Commissioners met in regular session on Monday, November 3, 2025, at 10:00 AM in the Greene County Operations Center. Present for the meeting: Chairman Bennie Heath, Vice-Chairman Jerry Jones, Commissioner Derek Burress, Commissioner Ray Johnson, Commissioner Robert Taylor, Jr.. County Manager Kyle DeHaven, County Attorney Kevin MacQueen, and Deputy Clerk Kathy Mooring.

A. Call to Order

Chairman Bennie Heath called the meeting to order at 10:00 AM, and asked Commissioner Taylor to give the Invocation and lead the Pledge to the Flag.

There were two Greene County staff and two people from the public in attendance.

B. Approval of Agenda

On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve.

C. Public Hearing

1. Public Hearing - Business Investment Grant Agreement – Judco Manufacturing, Inc. (Economic Development Project Name: Project Leader)
   Chairman Heath opened the Public Hearing for Business Investment Grant Agreement - Judco Manufacturing, Inc. No comments were heard and the Public Hearing was closed by Chairman Heath.

D. Public Information

Chairman Heath noted the Road Sign Program update was attached for information only.

1. Road Sign Program Update

E. Consent Agenda

On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve.

1. 10-20-25 Regular Meeting Minutes
2. Releases/Refunds
3. New CPT Codes for the Health Department

F. Public Comments

None.

G. Presentation(s)

1. Consideration and Approval of Business Investment Grant Agreement – Judco Manufacturing, Inc. (previously referred to as Project Leader)

Mr. Trey Cash presented the Contract Agreement for Grant Number 2026-012-3201-2587 for Project Title: "Judco Manufacturing Inc./Project Leader", from NC Department of Commerce.

On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve.

2. Consideration and Approval of Building Reuse Program Grant Agreement for Project Leader – Judco Manufacturing Inc.
The NC Department of Commerce has awarded Greene County a $175,000 Building Reuse Program Grant under Contract Number 2026-013-3201-2587 to support Judco Manufacturing Inc. in renovating and reusing a 50,000 square foot industrial building located at 204 Caroline Drive, in Snow Hill. The project will facilitate Judco's relocation of its headquarters and production operations to Greene County, creating 61 new full-time jobs. The County's local incentive grant will provide the required five percent (5%) local cash match for the program.

On a motion by Commissioner Johnson and seconded by Vice-Chairman Jones, the Board voted unanimously to approve.

3. Advanced Metering Infrastructure Upgrade
Rich Moore of McDavid Associates presented a Mueller Advanced Metering Infrastructure (AMI) System Update. Mr. Moore stated this is a bit of housekeeping to get approval of the Capital Project Budget Ordinance Amendment. On August 4, 2025, a Mueller proposed solution that included replacement/upgrade of the existing AMI system at a discounted cost was approved by the Board.

On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve.

4. Chlorine Conversion Improvements
Rich Moore, McDavid Associates a bid evaluation for the State Drinking Water Reserve Project Renovation and Chlorine Conversion Gas to Liquid Bid evaluation. This project was bid on three times. At the 3rd bid opening, only one contractor submitted a bid. The low bidder is WIMCO, a general contractor out of Washington, NC who specializes in commercial buildings. They bid on the project for East Point Contracting, LLC, which is a new well company started by a former long-time superintendent, Bill Magette. Based on the low bid, the project requires an additional $1,040,510. To get the project into balance with available funds, a scope reduction that moves forward with chlorine conversion at Wells 8, 9B, 10, and 12A can be made. Wells 3, 4, and 7 would have to continue to use gas chlorine. Options to consider are: 1. Request supplemental funds for the $1,040,510 (which will be all loan funds). Not recommended. 2. Award low bid by providing supplemental funding from the Alternative Water Supply Fund. This is an easy solution, but the low bid is a little pricey such that the County is probably better off converting some of the well sites outside the project with local funds that will most likely result in cost savings. 3.

Reduce work scoping to remove Wells 3, 4, and 7 from the project. Budget funds in the future to convert the remaining wells (1 per year). 4. Reject bids and re-bid the project. Mr. Moore said option 4 is what he recommends, as he has spoken to other companies and they are going to submit bids.

On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve Option 4..

H. County Manager

1. Consideration of Ambulance Purchase
Mr. DeHaven presented a consideration regarding the purchase of a new ambulance. Greene County Emergency Services currently operates six ambulances ranging from model years 2017 to 2025. While the newer units remain in good condition, several of the older vehicles have reached high mileage and engine-hour thresholds that typically correspond with increased maintenance needs and reduced reliability. One new ambulance remains in the production queue with an estimated completion date in the fourth quarter 2026. Current manufacturer guidance indicates that new orders now carry an approximate 16-month build time, resulting in delivery around March 2027 if an additional unit is ordered at this time.
Our current vendor has advised that a newly completed, fully equipped ambulance consistent with existing fleet specifications is available for immediate delivery at a cost of $265,000. This vehicle meets the cooperative purchasing agreement provisions outlined in the Greene County Purchasing Policy. Procuring the available unit would advance the replacement timeline by nearly two years, reduce operational risk associated with aging vehicles, and ensure continued reliability of EMS response capabilities.

On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve.

I. County Attorney's Comments
No comments.

J. Commissioners' Report and Recommendation
Chairman Heath stated that Veterans Day is November 11th, 2025 and the Town of Snow Hill Veterans Day Ceremony will take place at the Snow Hill Fire Department at 11 a.m. Chairman Heath also congratulated Trey Cash on his new position with the Economic Development Partnership at the Global Transpark. Chairman Heath also announced that the Greene Central Rams Football Team is in the playoffs.

K. Closed Session
On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to go into Closed Session.

1. Economic Development - *To conduct a closed session pursuant to the provisions set forth in N.C.G.S. § 143-318.11(a)(4)*

Attorney-Client Privilege - *To conduct a closed session pursuant to the provisions set forth in N.C.G.S. § 143-318.11(a)(3)*
On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to come out of Closed Session.

L. Adjourn
On a motion by Commissioner Taylor, Jr. and seconded by Vice-Chairman Jones, the Board voted unanimously to adjourn.

Bennie Heath, Chairman

Attest:

Kyle J. DeHaven, Clerk to the Board

GREENE COUNTY

Greene County Board of Commissioners

Meeting Date: November 3, 2025

Public Hearing - Business Investment Grant Agreement – Judco Manufacturing, Inc. (Economic Development Project Name: Project Leader)

Item No: **C.1**

Background / History / Information: Greene County Economic Development has been working with Judco Manufacturing, Inc. on a major expansion project. In the public hearing notice, this project was referred to as Project Leader. The company plans to make a new taxable investment of approximately $3,564,200 and create and maintain at least 60 full-time jobs with average compensation above the Greene County average wage.

To support this project, Greene County intends to provide a performance-based Business Investment Grant in the approximate amount of $46,802.21. The grant will be paid in annual declining installments and only after the company has:

- Met agreed-upon performance goals,
- Submitted required documentation, and
- Paid all property taxes on the new investment, as verified by the Greene County Tax Administrator.

No incentive funds will be paid upfront. Payments will be contingent on performance, and if the company does not meet its commitments, payments will be reduced, forfeited, or subject to repayment, consistent with Greene County's Economic Development Incentive Policy

Requested Board Action (if applicable): Staff recommends that the Board hold the required public hearing to receive comment on the proposed Business Investment Grant for Judco Manufacturing, Inc. (previously referred to as Project Leader).

Agenda Item Information

Public Hearing - Business Investment Grant Agreement – Judco Manufacturing, Inc. (Economic Development Project Name: Project Leader)

***Item No:* C.1**

Presented By: Trey Cash

Department: Economic Development

Reviewed By:
Trey Cash

Kyle DeHaven

County-Public-Hearing-Notice-Project-Leader

NOTICE OF PUBLIC HEARING

GREENE COUNTY

NOTICE IS HEREBY GIVEN that the Greene County Board of Commissioners will hold a public hearing during its regular meeting, which is scheduled as follows:

TIME:	10:00 AM
DAY:	MONDAY
DATE:	NOVEMBER 3, 2025
PLACE:	COMMISSIONERS' CHAMBERS, GREENE COUNTY OPERATIONS CENTER, 312 SE SECOND STREET, SNOW HILL, NC

PURPOSE: To consider the provision of economic development incentives pursuant to G.S. 158-7.1.

The Board of Commissioners intends to consider awarding an economic development incentive to a company identified as *Project Leader*. The County will provide an incentive grant in the approximate amount of $46,802.21 (forty-six thousand eight hundred two dollars and twenty-one cents). This amount may be more or less depending on the actual amount of the company's new investment in any given year. The grant amount has been negotiated and agreed to by the parties contingent upon the company entering into a formal agreement and the approval of the Greene County Board of Commissioners.

These incentives provide financial assistance to companies expanding or locating in Greene County based on job creation and capital investment. Companies receive no money upfront, must meet established performance targets, and pay taxes before receiving any incentive payment. The amount of property tax revenue billed to the company on its capital investment will exceed the total incentive paid by the County.

Questions concerning this agreement and project may be directed to Trey Cash, Greene County Economic Development Director, at (252) 663-0871.

Kyle DeHaven
Clerk to the Board
Greene County Board of Commissioners

GREENE COUNTY

Greene County Board of Commissioners

Meeting Date: November 3, 2025

Road Sign Program Update

Item No: **D.1**

Background / History / Information:

The Greene County Emergency Services Department continues to advance its countywide road sign maintenance and replacement program. This initiative ensures roadway signage remains visible, consistent, and compliant with safety standards—supporting both public safety and efficient emergency response operations.

The department has implemented a structured process to ensure consistent surveying, ordering, and replacement of missing or damaged signs. Each month, a designated geographic area is inspected, and replacement signs are ordered for that area, along with any additional signs reported to our office.

In 2025, a total of 236 road signs were replaced, with an additional 26 signs pending installation as part of the most recent order. Completion of this installation will address all known missing or damaged signs reported to date.

To enhance efficiency and public engagement, an online reporting form remains available for residents to report missing or damaged signs. This tool enables timely follow-up and helps maintain safe, clearly marked roadways throughout Greene County.

The table below provides a cost breakdown for the installation of two standard road signs, including posts and required hardware.

Road Sign Replacement Cost	
Road Sign #1	\$16-\$40 (Median \$28)
Road Sign #2	\$16-\$40 (Median \$28)
10' Post	\$40.46
Hardware (Crosspiece)	\$5.70
Hardware (90 Degrees)	\$5.70
Total:	**\$107.86**

Agenda Item Information

Item No: **D.1**

Road Sign Program Update
Presented By: Public Information Only

Department: Emergency Services

Reviewed By:
Brock Kearney

Greene County
Department of Public Health
Snow Hill, NC 28580

October 17, 2025

Set Fee for the Following CPT Code:

CPT CODE	DESCRIPTION	CURRENT FEE	PROPOSED FEE	AMOUNT OF INCREASE
90656	Influenza virus vaccine, trivalent (IIV3), split virus, preservative free, 0.5-mL dosage, for intramuscular use	**New Fee	$30.00	N/A

The Greene County Department of Public Health has the need for utilizing the above referenced CPT (Current Procedural Terminology) code due to the department will be providing this service to the citizens of Greene County. The Fee Setting Committee met October 16, 2025, via email and has agreed to the fee as listed above for the service to be billed to all payor sources. **The approval of this fee needs to be made retroactive to October 7, 2025, when we first provided this service.** In order to charge all parties the rate listed for this service, GCDPH needs the approval of the Greene County Board of Health and the Greene County Board of Commissioners. The Greene County Board of Health gave their approval via email on October 17, 2025. Please accept our proposal to allow us to charge the fee as listed above to all payor sources.

Betty Shingleton	**Joy Brock**	**Dr. Whitley Bartholomew**
Betty Shingleton	Joy Brock	
Business Officer I	**Health Director**	**Greene County BOH, Chairman**

Main (252)747-8183 ● Clinic (252)747-8181 ● WIC (252)747-3244

Prevent ● Promote ● Protect

Greene County
Department of Public Health
Snow Hill, NC 28580

October 21, 2025

Set Fee for the Following CPT Code:

CPT CODE	DESCRIPTION	CURRENT FEE	PROPOSED FEE	AMOUNT OF INCREASE
99177	Instrument-based ocular screening (eg, photoscreening, automated-refraction), bilateral; with on-site analysis	**New Fee	$25.00	N/A

The Greene County Department of Public Health has the need for utilizing the above referenced CPT (Current Procedural Terminology) code due to the department will be providing this service to the citizens of Greene County. The Fee Setting Committee met October 17, 2025, via email and has agreed to the fee as listed above for the service to be billed to all payor sources. **The approval of this fee needs to be made retroactive to October 1, 2025.** In order to charge all parties the rate listed for this service, GCDPH needs the approval of the Greene County Board of Health and the Greene County Board of Commissioners. The Greene County Board of Health gave their approval via email on October 21, 2025. Please accept our proposal to allow us to charge the fee as listed above to all payor sources.

Betty Shingleton	**Joy Brock**	**Dr. Whitley Bartholomew**
Betty Shingleton	Joy Brock	
Business Officer I	**Health Director**	**Greene County BOH, Chairman**

Main (252)747-8183 ● Clinic (252)747-8181 ● WIC (252)747-3244

Prevent ● Promote ● Protect

Greene County Board of Commissioners

Meeting Date: November 3, 2025

Item No: **G.2**

Consideration and Approval of Building Reuse Program Grant Agreement for Project Leader – Judco Manufacturing Inc.

Background / History / Information: The North Carolina Department of Commerce has awarded Greene County a $175,000 Building Reuse Program grant under Contract Number 2026-013-3201-2587 to support Judco Manufacturing Inc. in renovating and reusing a 50,000-square-foot industrial building located at 204 Carolina Drive in Snow Hill. The project will facilitate Judco's relocation of its headquarters and production operations to Greene County, creating 61 new full-time jobs. The County's local incentive grant will provide the required five percent (5%) local cash match for the program.

Requested Board Action (if applicable): Approve the Building Reuse Program Grant Agreement between Greene County and the North Carolina Department of Commerce, authorizing the Chairman to execute all related documents. The County's local incentive grant will serve as the required five percent (5%) match for the project.

Bennie Heath

Chairman's Signature

(Completion of this section, including formal signature, constitutes official approval by the Board of Commissioners.)

ATTEST 11/3/2025 DATE

Bennie Heath, Chairman 11/3/2025 **DATE**

GREENE COUNTY COMMISSIONERS NORTH CAROLINA

Agenda Item Information

Consideration and Approval of Building Reuse Program Grant Agreement for Project Leader – Judco Manufacturing Inc.

Item No: **G.2**

Presented By: Trey Cash

Department: Economic Development

Reviewed By:
Trey Cash

Sandy Shirtz

Kyle DeHaven

2026-013-3201-2587_Contract

Greene County Board of Commissioners

Meeting Date: November 3, 2025

Consideration and Approval of Business Investment Grant Agreement – Judco Manufacturing, Inc. (previously referred to as Project Leader)

Item No: **G.1**

Background / History / Information: Judco Manufacturing, Inc. (previously referred to in the public hearing notice as Project Leader) has committed to invest approximately $3,564,200 in Greene County and to create and maintain at least 60 full-time jobs with average compensation above the county's average wage.

To support this investment, Greene County will provide a performance-based Business Investment Grant in the approximate amount of $46,802.21, to be paid in declining annual installments over a five-year period (50% in year one, 40% in years two and three, 30% in years four and five).

Consistent with Greene County's adopted Economic Development Incentive Policy (April 15, 2024), the grant will only be paid after the company:

- Meets its investment and job creation commitments,
- Submits required documentation to the County, and
- Pays all property taxes on the new investment, verified by the Greene County Tax Administrator.

No funds will be paid upfront. If the company fails to meet performance criteria, the County may reduce, withhold, or recover payments as outlined in the Agreement.

Requested Board Action (if applicable): Staff recommends that the Board approve the Business Investment Grant Agreement with Judco Manufacturing, Inc.

Bennie Heath

Chairman's Signature

(Completion of this section, including formal signature, constitutes official approval by the Board of Commissioners.)

ATTEST	11/3/2025 DATE	Bennie Heath, Chairman	11/3/2025 **DATE**

GREENE COUNTY COMMISSIONERS NORTH CAROLINA

Agenda Item Information

Consideration and Approval of Business Investment Grant Agreement – Judco Manufacturing, Inc. (previously referred to as Project Leader)

Item No: **G.1**

Presented By: Trey Cash

Department: Economic Development

Reviewed By:
Trey Cash
Sandy Shirtz
Kyle DeHaven

Draft Economic Development Incentive Agreement- Greene County and Judco - FORM 102325

NORTH CAROLINA
GREENE COUNTY

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT, (this "Agreement") made as of the______day of_______, 2025 (the "Effective Date") between the COUNTY OF GREENE, NORTH CAROLINA, a body politic and corporate (hereinafter referred to as "County") and JUDCO MANUFACTURING, INC., a California corporation, (hereinafter referred to as "Business");

RECITALS:

WHEREAS, the Local Development Act of 1925, NCGS Chapter 158, authorizes cities and counties to make appropriations and expenditures for economic development purposes including aiding and encouraging the location of manufacturing enterprises, and locating industrial and commercial plants in the county which will, in the discretion of the governing body of the county, increase the population, taxable property, agricultural industries, employment, industrial output, or business prospects of county; and

WHEREAS, the County is authorized to enter into Economic Development Agreements with private enterprises pursuant to NCGS 158-7.1(h); and

WHEREAS, the capitalized terms not otherwise defined herein are further defined and described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the Business is engaged in the operation of the Business for the Business Purposes; and

WHEREAS, the Business intends to locate the Business at the Facility in Greene County, NC; and

WHEREAS, the Business will create, implement and maintain the Project; and

WHEREAS, the Business will use the Facility and complete the Project for the specific use of the Business Operations; and

WHEREAS, the Business will create the Minimum Number of Jobs for the Business Operations at wages that exceed average wage of private sector jobs of Greene County as published by the North Carolina Department of Commerce; and

WHEREAS, pursuant to NCGS 158-7.1(c), after the required notice, the County held a public hearing as indicated on the Adopted Resolution attached hereto as Exhibit B and incorporated herein by reference, for the appropriation and expenditures for economic development incentives included in this Agreement (the "Incentives"); and

WHEREAS, the County has determined that providing the Incentives will aid and encourage the location of industrial or commercial industry in the County, increase the population, taxable property, employment, industrial output, or business prospects of the County, and stimulate the local economy and promote business; and

WHEREAS, the County and the Business desire to enter into this Agreement to memorialize and confirm the terms and conditions of the Incentives provided in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the County and the Business agree as follows:

ARTICLE 1
Business Obligations

Section 1.1 Purchase of Facility. Business shall purchase the Facility on or before the Facility Purchase Date.

Section 1.2 Commencement of Work. Business shall commence work on the Project on or before the Work Commencement Date.

Section 1.3 Capital Investment. Business shall make the following Capital Investments in the Project:

1.3.1 Business shall invest a minimum Capital Investment in the real property for the Facility in in accordance with the Real Property Investment Requirement.

1.3.2 Business shall invest a minimum Capital Investment in business and personal property for the Project in accordance with the Personal Property Investment Requirement.

Section 1.4 Minimum Job Creation. Business shall create the Minimum Number of Jobs for the Business Operations at the Facility, each at a salary exceeding the private sector wages for Greene County as published by the North Carolina Department of Commerce for the then current taxable year (the "Created Jobs") in accordance with the Job Creation Schedule.

1.4.1 Each year, the minimum salary for the Created Jobs shall adjust annually in accordance with private sector wages for Greene County published by the North Carolina Department of Commerce.

1.4.2 Created Jobs eligible to be counted towards the Minimum Number of Jobs required for each year, shall only include positions filled as of December 31st of the preceding year by full-time employees (i) working at least thirty-five (35) hours per week and (ii) employed by the Business, at the Facility.

Section 1.5 Taxable Value. The Business shall meet and maintain the following minimum taxable value of real property for the Facility, and minimum taxable value, as assessed by the Greene County Tax Department, for the business and/or personal property for the Project in accordance with the Taxable Value Schedule.

Section 1.6 Commencement of Business Operations. Business shall commence Business Operations for the Business Purposes at the Facility on or before the Required Date of Commencement of Business Operations and shall maintain Business Operations through the Required Date of Maintenance of Business Operations.

Section 1.7 Compliance with Terms. The Business shall comply with all terms and conditions of this Agreement including all development requirements for the Project.

Section 1.8 Compliance with Laws. The Business shall comply with all laws, rules, regulations, and requirements including (without limitation) all Federal, State, and local laws and regulations, North Carolina and local building codes, regulations and ordinances, all State and Federal Environmental regulations and codes.

Section 1.9 Payment of Taxes. The Business shall pay all County and local ad valorem property taxes for real, personal and business property, assessments, special assessments or other property taxes, fees and costs as assessed by the County or other taxing entity when due.

Section 1.10 Covenant Against Discrimination. The Business covenants and agrees for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, national origin, religion, sex, marital status or ancestry, for the Project and in the Business Operations.

ARTICLE 2
Economic Development Incentive Grant

Section 2.1 Economic Development Incentive Grant. The County agrees to provide to Business an Economic Development Incentive Grant as described in this Section (the "EDIG").

Section 2.2 Grant Funds Schedule. The amount of the EDIG will be equal to a percentage of the County's portion of the ad valorem property taxes including land, improvements, outbuildings and/or extra features, and business and personal property, and specifically excluding any County or local fees, local taxes not assessed by County, fire district fees, stormwater fees or assessments, and any other fee or assessment not attributable to ad valorem taxation (the "Ad Valorem Taxes") assessed against the Facility and Business Operations of the Business as shown in the Grant Funds Schedule.

Section 2.3 Evidence of Compliance. The EDIG is a reimbursement grant which will be paid upon confirmation of payment of Ad Valorem Taxes as described herein and confirmation of compliances with all terms and conditions of this Agreement for the year prior to any disbursement of Grant Funds. On or before September 1st of the then current year, Business shall submit to County a written request for disbursement of Grant Funds with documents supporting the prior years compliance with the terms and conditions of this Agreement. Supporting documentation shall include the following:

2.3.1 Evidence of payment in full of the Ad Valorem Taxes by the Business.

2.3.2 Evidence of the Created Jobs at the required salaries.

2.3.3 Evidence of the required Capital Investments.

2.3.4 Evidence of the required minimum Taxable Values.

2.3.5 Evidence of the maintenance of Business Operations for Business Purposes at the Facility.

2.3.6 Evidence of compliance with all terms and conditions of this Agreement.

2.3.7 Business shall submit back-up/supporting documentation for all Grant Funds requested, in form and content satisfactory to County and as County may request, for County to review and approve prior to disbursement, including but not limited to:

(i) All paid tax bills, real and business personal.
(ii) An investment schedule of both real and personal property and date brought into service with a copy of the current property tax assessment form listing all taxable assets.
(iii) Certify the number of new jobs as well as provide the retained jobs and proof of annual wage for each Created Job.
(iv) All four quarter NCUI 101 reports as applicable.
(v) Or multiple worksite documents as required under the Employment Security Law of North Carolina.
(vi) County may perform site visits for verification of property assets and compliance with this Agreement.

Section 2.4 Disbursement of Grant Funds. All Grant Funds disbursements shall occur on or after September 1st of the year of any request for disbursement. The County shall have sixty (60) days from receipt of the request for disbursement of Grant Funds to review all submitted documentation. Business will be eligible for the first Grant Funds disbursement in the year following the earlier of the acquisition of the Facility or the date that Business Operations actually commence with the final disbursement occurring in the year that is five years from the date of first eligibility.

Section 2.5 No Assignment; Non-transferable. In no event shall the EDIG be assigned or transferred from Business to a third party or entity. The County shall have no obligation to make the payments contemplated herein to any party other than Business. The only exception shall be if the assignment is to a related affiliated entity of the Business, and then the assignment must be signed in writing by all the affected parties, including the County and the Business.

ARTICLE 3
Books and Records

The Business, its successors, assigns and grantees, shall prepare and maintain, or cause to be prepared and maintained, in accordance with generally accepted accounting principles consistently applied, appropriate books and records, reflecting all capital reserves, money received, and all money disbursed by the Business in connection with the Project for a period of five years after the termination of this Agreement. County and its duly appointed representatives shall have the right to examine, audit, and copy such books and records during business hours on fifteen (15) day notice at the office of the Business.

ARTICLE 4
Business Representations

As additional consideration and inducement to enter into this Agreement, the Business represents as follows:

Section 4.1 The Business is a duly organized and validly existing California corporation and legally registered to conduct business under the laws of North Carolina and has all requisite power and authority for the making of this Agreement.

Section 4.2 The execution and delivery of this Agreement, compliance with provisions hereof, and the consummation of the transaction contemplated hereby, will not result in any breach or violation of, or constitute a default under, the organizational documents of the Business or any agreement, contract or other instrument to which the Business is a party, or by which Business is bound.

Section 4.3 The individual(s) signing on behalf of the Business have all necessary authority to bind the Business to this Agreement, and no additional approvals and/or signatures are required to make this Agreement fully binding on the Business in all respects.

Section 4.4 The Business has voluntarily entered into this Agreement and the transaction contemplated hereunder without relying in any manner on any representations, statements, opinions, or actions of the County or any person or entity purporting to be acting on behalf of the County except as set forth in this Agreement.

ARTICLE 5
Term and Termination

This Agreement shall commence on the Effective Date and shall automatically terminate on December 31st of the year that is six years from the Effective Date unless sooner terminated by the parties.

ARTICLE 6
Disclaimer of Liability

Except as set forth in this Agreement, no warranties or representations have been made by the County concerning the Project, including without limitation intended, the economic, legal, or physical feasibility of Project or the merchantability, fitness or suitability of the completed Project. Except as set forth in this Agreement, the County hereby disclaims any implied warranty or representation concerning the Project, including without limitation intended, those aspects described in the immediately preceding sentence.

ARTICLE 7
Default and Recapture

Section 7.1 <u>Event of Default</u>. Failure to comply with or perform any obligation or requirement under this Agreement, other than the obligations contained in Section 1.3, Section 1.4 or Section 1.5, shall be an Event of Default subject to an Opportunity to Cure in accordance with Section 7.2. If Business has caused an Event of Default, the EDIG shall terminate immediately and the County shall have no further obligation to disburse Grant Funds to the Business. If such Event of Default is cured by Business in accordance with Section 7.2, the EDIG shall be reinstated, and all obligations of the County and Developer shall continue as of the date of the cure.

Section 7.2 Opportunity to Cure. Upon an Event of Default, the non-defaulting party may terminate this Agreement in the event that the defaulting party fails to cure the default: (i) within ten (10) days after written notice of such default is given to the defaulting party in the case of any default in making any payment which is required by this Agreement; and (ii) within thirty (30) days after notice of such default is given to the defaulting party in the case of any other default under this Agreement.

Section 7.3 Recapture; Repayment. Upon the failure of Business to (i) make the minimum capital investment in accordance with Section 1.3, or (ii) create and maintain the minimum number of jobs in accordance with Section 1.4, or (iii) maintain the minimum Taxable Values in accordance with Section 1.5, this Agreement shall terminate immediately without opportunity to cure under Section 7.2. In occurrence of default under this Section 7.3, Business shall repay to the County 100% of all Grant Funds disbursed by the County to the Business under Article 2 and such amounts shall be immediately due and owing to the County. If the Business's default first occurs at a date that is five years after the Commencement of Business Operations at the Facility, 50% of all Grant Funds disbursed to the Business shall be recaptured and immediately due and owing to the County.

ARTICLE 8
Notices

Section 8.1 Any notice, demand, request, approval, consent, or other communication (collectively referred to as a Notice) concerning this Agreement or any matter arising in connection with this Agreement shall be in writing and addressed to the other party at the address set forth below. Any Notice shall be given by either: (i) personal delivery, in which event it shall be deemed given on the date of delivery; or (ii) certified mail return receipt requested, in which event it shall be deemed given three (3) business days after the date deposited in any post office, branch post office, or official depository. Any party may change any address for the delivery of Notice to such party, by giving Notice in accordance with the provisions of this Section. The attorneys for the parties may give any Notice. All notices for Greene County shall be sent to Greene County, Attn: County Manager, 229 Kingold Blvd, Suite D, Snow Hill, NC 28580. All notices for Business shall be sent to the Business Notice Address.

ARTICLE 9
Miscellaneous

Section 9.1 Modification. This Agreement cannot be changed nor can any provision of this Agreement, or any right or remedy of any party, be waived orally. Changes and waivers can only be made in writing and the change or waiver must be signed by the party against whom the change or waiver is sought to be enforced. Any waiver of any provision of this Agreement, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion.

Section 9.2 Entire Agreement. This Agreement is signed by the parties as a final expression of all of the terms, covenants, and conditions of their agreement and as a complete and exclusive statement of its terms, covenants, and conditions and is intended to supersede all prior agreements and understandings concerning the subject matter of this Agreement.

Section 9.3 Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 9.4 Captions. The captions contained in this Agreement were inserted for the convenience of reference only. They do not in any manner define, limit, or describe the provisions of this Agreement or the intentions of the parties.

Section 9.5 Whenever masculine, feminine, neuter, singular, plural, conjunctive, or disjunctive terms are used in this Agreement, they shall be construed to read in whatever form is appropriate to make this Agreement applicable to all the parties and all circumstances, except where the context of this Agreement clearly dictates otherwise.

Section 9.6 Governing Law. This Agreement was prepared, negotiated, and delivered in the State of North Carolina. In the event of any dispute concerning or arising out of this Agreement, the laws of the State of North Carolina shall govern and control the construction and enforcement of this Agreement.

Section 9.7 E-verify. Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The Business represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Provider warrants that any subcontractors used by the Provider will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.

Section 9.8 Iran Divestment Certification. The Business certifies that: (i) the Business is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"). The Final Divestment List can be found on the State Treasurer's website at the address https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not- contract-rules. Any contract in violation of this Act is void.

Section 9.9 Statement on Israel. The Business certifies that the Business is not identified as an entity by the North Carolina Secretary of State that is engaged in a boycott of the State of Israel pursuant to N.C.G.S., Article 6G, Chapter 147. The Final Divestment List can be found on the State Treasurer's website at https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules. Any contract in violation of this Act is void.

Section 9.10 Tax Certification. The Business certifies, by signature below, that the Business does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State or local level.

Section 9.11 Public Records Disclosure. County is subject to North Carolina General Statutes § 132-1 Public Records Law. All information disclosed to County by Business which disclosure is not otherwise protected by law may be released by County upon request as provided by North Carolina General Statutes § 132-6. County may withhold from disclosure confidential records as defined by North Carolina General Statutes § 132-1.2 so long as Business identifies each qualifying confidential document or file with watermarks or other appropriate indicators as being "CONFIDENTIAL". Business hereby waives confidentiality for any submissions not clearly indicated on the submission as being confidential. In order to prevent the disclosure of information identified by Business as "CONFIDENTIAL" pursuant to North Carolina General Statute § 132.1.2, County shall, if it receives a request for disclosure of such marked information, notify Business of such request so that Business may defend any claims or disputes arising from efforts of others to cause such trade secrets to be disclosed as a public record. Notwithstanding the above, Business hereby authorizes the sharing of all submitted information, including information identified as confidential, within County's departments or with other governmental bodies for assessment or grant administration purposes. Parties agree that this Section will survive the termination of the Agreement.

Section 9.12 Force Majeure. In the event that any party to this Agreement (the "Delayed Party") is delayed or prevented from performing any of its respective obligations under this Agreement by reason of strikes, lockouts, labor problems, inability to procure materials, contractors, professionals, inability to obtain utilities or failure of utilities, laws or other governmental requirements, riots, war, acts of God, or other cause not brought about by the Delayed Party, and not related to any financial liability on the part of the Delayed Party, the time for performance of the obligation shall be extended by a period of time equal to the period of such delay or prevention.

{Signature Pages to Follow}

IN WITNESS WHEREOF, THE COUNTY has caused this instrument to be signed in its corporate named by its duly authorized officers and its seal to be hereunto affixed, the day and year first written above.

COUNTY OF GREENE,
NORTH CAROLINA

By: ______________________
Bennie Heath, Chair

ATTEST:

____
Kyle DeHaven, Clerk to the Board

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act

____
Sandy Shirtz, Finance Director

IN WITNESS WHEREOF, THE BUSINESS has caused this instrument to be executed in its name by its duly authorized officer or representative, the day and year first above written.

JUDCO MANUFACTURING, INC.

By: ______________________________
Name: ____________________________
Title: ____________________________

Signature Page – Economic Development Incentive Agreement – Business

RESOLUTION NO. _______
AMENDING CAPITAL PROJECT BUDGET ORDINANCE
FOR
ADVANCED METERING INFRASTRUCTURE IMPROVEMENT PROJECT
GREENE COUNTY

WHEREAS, Greene County constructed an Advanced Metering Infrastructure (AMI) system through primary financial assistance awarded by the Division of Water Infrastructure; and

WHEREAS, Greene County entered into construction contract with Mueller Systems, LLC to install an Automated Metering Solution (fixed, hosted) developed around Mueller/KP Electronics infrastructure products; and

WHEREAS, Completion and closeout of original financial assistance activities revealed that contracted read rate of installed meters did not meet contractual obligations, such that funds were withheld from the contractor until a solution could be agreed upon; and

WHEREAS, Greene County and Mueller have entered into agreement to replace meter transmitters and upgrade primary transmission assets, software, and communication assets; and

WHEREAS, The Capital Project Budget Ordinance must be amended to reflect contracted agreement to upgrade advanced metering infrastructure technology.

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

That the attached Capital Project Budget Ordinance is hereby amended and adopted; and

That the Chairman and/or County Manager are authorized to execute all related documents.

Adopted this the 3rd day of November, 2025.

GREENE COUNTY COMMISSIONERS NORTH CAROLINA

(SEAL)

Bennie Heath

Bennie Heath, Chairman
Greene County

ATTEST:

Kyle J. DeHaven
Clerk to the Board

CAPITAL PROJECT BUDGET ORDINANCE
ADVANCED METERING INFRASTRUCTURE PROJECT
Contract No. 1 - Automated Metering Solution
Greene County

Account	Description	ADOPTED BUDGET February 6, 2017	CHANGES		AMENDED BUDGET November 3, 2025	
REVENUES						
	REVENUES - PWS Eligible					
49-210-433510	PWS DWSRF Loan *(WIF-1745)*	$ 1,604,118.00	$ -		$ 1,604,118.00	
49-210-433520	PWS DWSRF Loan Forgiveness	$ -	$ -		$ -	
49-210-434590	Owner Contribution	$ 0.06	$ 524,709.48	(4)	$ 524,709.54	
49-210-xxxxxx	Maury Water Association Contribution	$ 87,362.25	$ -		$ 87,362.25	
49-210-435511	Sales Tax Refund - Restricted	$ 84,827.74	$ -		$ 84,827.74	
49-210-435591	Interim Financing from Greene County (61-000-329800)	$ 175,000.00	$ -		$ 175,000.00	
	SUBTOTAL - PWS Eligible Revenues	**$ 1,951,308.05**	**$ 524,709.48**		**$ 2,476,017.53**	
	REVENUES - Non-PWS Eligible					
49-211-xxxxxx	Owner Contribution	$ -	$ -		$ -	
49-211-xxxxxx	Liquidated Damages	$ 36,814.89	$ -		$ 36,814.89	
	SUBTOTAL - Non-PWS Eligible Revenues	$ -	**$ -**		**$ 36,814.89**	
	TOTAL REVENUES	**$ 1,951,308.05**	**$ 524,709.48**		**$ 2,512,832.42**	
EXPENSES						
	EXPENSES - PWS Eligible					
49-910-543513	Contract No. 1 - Automated Metering Solution	$ 1,267,810.16	$ 524,709.48		$ 1,792,519.64	(3)
	Other					
49-910-581010	- Tyler Technologies, Inc.	$ -	$ -		$ -	
49-910-581011	- CenturyLink, Inc.	$ -	$ -		$ -	
49-910-581012	- Utility Service Company, Inc.	$ 11,985.00	$ -		$ 11,985.00	
	SUBTOTAL - Construction	**$ 1,279,795.16**	**$ 524,709.48**		**$ 1,804,504.64**	
	Step I & II - Planning and Engineering Design					
49-910-583501	Basic Engineering Fees (Prior to Construction)	$ 89,586.00	$ -		$ 89,586.00	
	Step III - Engineering Services During Construction					
49-910-583551	Construction Administration/Observation	$ 165,946.00	$ -		$ 165,946.00	
49-910-586503	Grant and/or Loan Administration	$ -	$ -		$ -	
49-910-585552	Land Surveying Cost	$ -	$ -		$ -	
49-910-583581	Repay Interim Financing Loan to 61-000-329800	$ 175,000.00	$ -		$ 175,000.00	
49-910-583541	Permitting	$ -	$ -		$ -	
49-910-585531	Other	$ 205,652.89	$ -		$ 205,652.89	(1)
49-910-583571	Legal Costs	$ -	$ -		$ -	
49-910-583585	PWS Closing Fee	$ 35,328.00	$ -		$ 35,328.00	
49-910-583598	Contingency	$ -	$ -		$ -	(2)
	SUBTOTAL - PWS Eligible Expenses	**$ 1,951,308.05**	**$ 524,709.48**		**$ 2,476,017.53**	
	EXPENSES - Non-PWS Eligible					
49-911-584501	Funding Assistance	$ -	$ -		$ -	
49-911-584598	Contingency	$ -	$ -		$ -	
49-911-584501	Const. Admin. and Observ. 5/22/15 - 1/4/16	$ 36,814.89	$ -		$ 36,814.89	
	SUBTOTAL - Non-PWS Eligible Expenses	**$ 36,814.89**	**$ -**		**$ 36,814.89**	
	TOTAL EXPENSES	**$ 1,988,122.94**	**$ 524,709.48**		**$ 2,512,832.42**	

(1) PWS-Eligible Expense -- "Other" includes the following:

- *Funding Assistance* — *$15,000.00*
- *GIS Mapping* — *$13,644.01*
- *Printing* — *$257.00*
- *Advertisements* — *$1,447.88*
- *Tower Acquisition* — *$136,188.00*
- *Tower Acquisition Closing Fee* — *$0.00*
- *Tower Assistance* — *$11,000.00*
- *Construction Observation Beyond 2/12 (77 Day Extension) (4)* — *$28,116.00*

(45 Day Time Extension Beyond 3/16) — *$205,652.89*

(2) PWS-Eligible Expense -- "Contingency" includes the following:

- *Maury Water Assoc. Contribution to Contingency* — *$0.00*

(3) Mueller Master Product Agreement incorporated into original construction cost

- *Final Original Construction Contract Value* — *$1,267,810.16*
- *Retainage Withheld Contribute to New System* — *-$50,000.00*
- *Mueller Master Product Agreement* — *$574,709.48*

Revised Construction Cost — *$1,792,519.64*

(4) Owner contribution provided by transfer of funds from Alternative Water Supply Fund.

GREENE COUNTY

Greene County Board of Commissioners

Meeting Date: November 3, 2025

Consideration of Ambulance Purchase

Item No: **H.1**

Background / History / Information: Greene County Emergency Services currently operates six ambulances ranging from model years 2017 to 2025. While the newer units remain in good condition, several of the older vehicles have reached high mileage and engine-hour thresholds that typically correspond with increased maintenance needs and reduced reliability. One new ambulance remains in the production queue with an estimated completion date in the fourth quarter of 2026. Current manufacturer guidance indicates that new orders now carry an approximate 16-month build time, resulting in delivery around March 2027 if an additional unit were ordered at this time.

Our current vendor has advised that a newly completed, fully equipped ambulance consistent with existing fleet specifications is available for immediate delivery at a cost of $265,000. This vehicle meets the cooperative purchasing agreement provisions outlined in the Greene County Purchasing Policy. Procuring the available unit would advance the replacement timeline by nearly two years, reduce operational risk associated with aging vehicles, and ensure continued reliability of EMS response capabilities.

Agenda Item Information

Item No: **H.1**

Consideration of Ambulance Purchase
Presented By: Kyle DeHaven

Department: Emergency Services

Reviewed By:
Brock Kearney

Kyle DeHaven

Consideration of Ambulance Purchase

Brock Kearney
Director

Andrew Harrison
Fire Inspector/ ES Planner

John Skinner
EMS Manager

Deborah Haddock
Communications Manager

Greene County
Emergency Services

312 SE Second St
Snow Hill, N.C. 28580
252-747-2544

Consideration of Ambulance Purchase

Our ambulance fleet currently consists of six units ranging in model year from 2017 to 2025. The fleet includes one 2023 Chevrolet Express 3500 and five Ford E-Series (E350 and E450) chassis. Mileage across the fleet ranges from approximately 12,000 to 239,000 miles, with engine hours consistent with expected use patterns for emergency medical service operations. While the newer units remain in good condition, several of the older ambulances—particularly those from 2017 through 2019—have reached high mileage and engine-hour thresholds that typically correlate with increased maintenance frequency and reduced reliability.

Not all EMS units in the fleet are equipped to display engine hours directly; therefore, for consistency, industry-standard calculations were utilized to estimate engine hours based on mileage for those units. This provides a more accurate assessment of total vehicle use, particularly for ambulances where extended idling and on-scene operation contribute significantly to overall engine wear. A summary of current fleet mileage and estimated engine hours is provided in the table below.

Year	Model	Miles	Hours
2017	Ford E-350	189,405	6,314
2018	Ford E-450	238,916	7,964
2021	Ford E-450	153,946	5,132
2022	Ford E-450	97,266	3,242
2023	Chevrolet Express 3500	55,065	1,316
2025	Ford E-450	12,342	601

We currently have one ambulance in the production queue with an estimated completion date in the fourth quarter of 2026. Current manufacturer guidance indicates that new ambulance orders now carry an approximate 16-month build time, resulting in delivery around March 2027 if an additional unit were ordered now.

Our vendor has advised that a newly completed, fully equipped ambulance matching our current fleet specifications is available for immediate delivery. The purchase price for this vehicle is $265,000, and it complies with the cooperative purchasing agreement provisions outlined in the Greene County Purchasing Policy. Procuring this available unit would advance our replacement timeline by nearly two years, mitigating operational risk associated with aging vehicles and ensuring continued reliability of EMS response capabilities.