

**AGENDA – MEETING
GREENE COUNTY BOARD OF COUNTY COMMISSIONERS
10:00AM—GREENE COUNTY OPERATIONS CENTER
TUESDAY, SEPTEMBER 6, 2022**

A. CALL TO ORDER

Invocation/Pledge to the Flag

B. APPROVAL OF AGENDA

C. CONSENT AGENDA

1. August 15, 2022 Regular Meeting Minutes
2. Releases/Refunds
3. Consideration of Late Applications for Disabled Veteran and Elderly/Disabled Exclusion
4. Budget Amendment; Senior Center

D. PUBLIC HEARING

1. Closeout; 2018 CDBG-NR. Mr. Mike Barnette, McDavid Associates
2. FY24 5311 Administration Grant, Ms. Misty Chase
3. Project Haul, Economic Development Incentives, Mr. Trey Cash

E. PUBLIC COMMENTS

F. PRESENTATIONS

1. Mike Barnette; HMGP Update
2. David Bone; Executive Director, East Carolina Council of Government
3. Rich Moore; Division of Water Infrastructure – ARPA Funds – Water System Improvements
4. Rich Moore; Stocks McLawhorn Rd NCDOT Waterline Replacement – Final Budget and Change Order #1
5. Rich Moore; SCADA Improvement; Change Order #2
6. Larry Schultz, Commander, American Legion Shirley-Hill Post 94; Recognition of Ray Eubanks, Congressional Medal of Honor Recipient
7. Robert Masters; County Assistance with Securing a building headquarters for American Legion Post 536

G. COUNTY MANAGERS REPORT

1. Resolution of Support; Operation Green Light
2. Amendment to Position Classification Plan; Administrative Officer II
3. Budget Amendment; EMS
4. Budget Amendment; Recreation
5. Appointment; ABC Board
6. Acceptance of Bids, Award of Contract; Creek Snagging 2022
7. DEPS Security Agreement
8. Easement; Duke Energy Progress, LLC

H. COUNTY ATTORNEY COMMENTS

I. COMMISSIONER'S REPORT AND RECOMMENDATION

J. CLOSED SESSION – Attorney Client Privilege

K. ADJOURN

C

Commissioners
Bennie Heath - Chairman
James T. Shackleford-Vice Chair
Jerry Jones
Susan Blizzard
Derek Burress



County Manager
Kyle J. DeHaven

Interim Finance Officer
Landon Price

County Attorney
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Consent Agenda

Date: September 6, 2022

The Consent Agenda for the September 6, 2022 Regular meeting consists of the following items:

- 1.) August 15, 2022, Regular Meeting Minutes
- 2.) Releases/Refunds
- 3.) Consideration of late Application for disabled veterans & elderly/disabled exclusion
- 4.) BA; Sr. Center

Action Recommended:

Motion to accept the Consent Agenda

Board Action is Needed

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DRAFT

**NORTH CAROLINA
COUNTY OF GREENE**

The Greene County Board of Commissioners met in regular session on Monday, August 15, 2022 at 7:00 p.m. in the Greene County Operations Center. Present for the meeting: Chairman Bennie Heath, Vice Chairman James T. Shackleford Jr, Commissioners Jerry Jones, Susan Blizzard and Derek Burress, County Manager Kyle DeHaven, County Attorney Gay Stanley and Deputy Clerk Kathy Mooring.

A. Call to Order

Chairman Bennie Heath called the meeting to order, gave the invocation and led the Pledge to the Flag.

B. Approval of Agenda

Chairman Heath noted we needed to add Closed Session is for Attorney Client Privilege.

On motion by Commissioner Jones and seconded by Commissioner Shackleford the Board voted unanimously (5-0) to approve the agenda with the noted change.

C. Consent Agenda

Chairman Heath asked if there were any changes to the Consent Agenda. Seeing as none, he called for a motion to approve.

On motion by Commissioner Jones and second by Commissioner Shackleford the Board voted unanimously (5-0) to approve the Consent Agenda.

- August 1, 2022 Regular Meeting Minutes
- Releases/Refunds
- Monthly Collection Report
- Consideration of Late Application for Present Use Value

Refunds: NCVTS Tax & Tag

Barry Scott Bennett	\$61.23	Barry Scott Bennett	\$37.18	Barry Scott Bennett	\$389.21
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Barry Scott Bennett	\$62.50	Barry Scott Bennett	12.23	Ricardo Aguilar	\$152.04
Linda Ruth Aguilar	\$17.52	Linda Ruth Aguilar	\$117.14	Estate of Roger Lee Gabel	\$42.02

Releases: Ad Valorem Tax

Sue C. Smith	45.00	Donna L. Allen	\$45.00	Herbert Leonard Shorter	\$244.19
Jennie Sue Shorter	\$45.00	Saidu Koroma	\$123.86	Richard Earl Tripp	\$90.00
David Alan McClung	\$81.78	David Ray & Rhonda Harrell	\$45.00	Maurice Joseph Landry	\$51.29

D. Public Comments

1. Salvador Tinoco, Snow Hill. Mr. Tinoco addressed the concerns of American Legion Post 536 that has requested help finding a building or office space to hold their meetings. He stated he will be giving them space to hold their meetings.
2. Shawna Jones. Spoke before to the board about budget issues. She feels a certain person from our EMS department attacked her on social media because he did not agree with her opinion.
3. Nell Cannon, Snow Hill. Ms. Cannon came to complain about being hired by the Sheriff to work in the county jail. She stated after a couple of days working she was then terminated due to results of new hire testing. She stated she was not told she could be terminated for such.

E. Presentations

1. Jeremy Anderson, Paramedic Update. Mr. Anderson presented an update on the Paramedic Program as requested by the Board of Commissioners. Mr. Anderson went over in great detail the number of calls EMS has taken since March 1, 2022 thru July 31, 2022 and the number of calls treated by Paramedics and what type of treatment was given. Commissioner Shackelford asked about the paramedic education program. Commissioner Blizzard asked for the number of individuals who successfully completed Greene County paramedic education program and are currently employed with GCEMS full time. Mr. Anderson stated he would have to look at the roster to determine the number and would relay back to the commissioners. Commissioner Blizzard stated she appreciated all the work Mr. Anderson had accomplished to get Greene County to paramedic status. Even though Commissioner Blizzard and Mr. Anderson do not always agree, she still appreciates the knowledge Mr. Anderson has regarding paramedic services.

F. County Manager Report

1. Mr. DeHaven presented a Budget Amendment for the Motorola Radios that was previously approved by the Board.

On motion by Commissioner Jones and second by Commissioner Blizzard, the Board voted unanimously to approve the Budget Amendment.

2. Mr. DeHaven next presented a Budget Amendment for Public Buildings for HVAC Projects previously approved by the Board. The HVAC improvements for new air handlers in the Administration Complex building for the water heating/cooling system utilized. Mr. DeHaven stated all work will be completed by September 15, 2022.

On motion by Commissioner Jones and seconded by Commissioner Shackelford, the Board voted unanimously to approve this Budget Amendment.

3. Mr. DeHaven next presented a Participating Provider Agreement for Emergency Medical response. Carolina Complete Health, Inc. is a provider that recipients of Medicaid can select as a health care provider. This agreement allows our billing company (Colleton) to bill this health care service provider for emergency transports of its patients.

On motion by Commissioner Blizzard and seconded by Commissioner Jones, the Board voted unanimously to approve the Participating Provider Agreement.

4. Mr. DeHaven next presented a request from the ABC Board to re-appoint two ABC Board members. Mr. Bobby Taylor and Mr. Bill Connors terms have expired and the Board requests their reappointment. This will be the members third term. Commissioner Jones made a motion to approve and was seconded by Commissioner Shackelford. Chairman Heath asked for any discussion. Commissioner Blizzard stated that appointment policy was not followed. The positions need to be advertised per county policy. Commissioner Shackelford said this is not needed. Commissioner Burress said he thinks we need to consult with the County Attorney about this. Commissioner Jones requested that the Board go into closed session immediately to discuss and Commissioner Shackelford seconded this motion. The Board voted unanimously to go into closed session for Attorney Client Privilege. Commissioner Jones made a motion to come out of closed session and Commissioner Blizzard seconded. The Board voted unanimously to come out of closed session. Upon coming out of closed session Commissioner Jones made a motion to table this item until September 6th meeting and Commissioner Blizzard seconded this motion. The Board voted unanimously to table until September 6th meeting to have this advertised properly and receive applications.

5. Mr. DeHaven presented a request for a Public Hearing for the FY24 5311 Admin Grant for Transportation. The request was for a Public Hearing on September 6th, 2022 at 10 a.m. at 312 SE Second St., Snow Hill, NC 28580.

Chairman Heath set the Public Hearing date as September 6th, 2022 at 10 a.m.

6. Mr. DeHaven presented a request for a Public Hearing for Economic Development incentives for Project Haul. The request has asked for the Public Hearing be on September 6th, 2022 at 10 a.m. at 312 SE Second St., Snow Hill, NC 28580.

Chairman Heath set the Public Hearing date as requested for September 6th, 2022 at 10 a.m.

7. Mr. DeHaven next presented a request for a Public Hearing to Closeout of the 2018 CDBG-NR program for Tuesday, September 6th, 2022 at 10 a.m. at 312 SE Second St., Snow Hill, NC 28580. Commissioner Blizzard asked for Mr. Barnett to report on the properties involved in this project and what repairs were made. Mr. DeHaven stated he would ask for that.

Chairman Heath set the Public Hearing date as requested for September 6th, 2022 at 10 a.m.

G. County Attorney Report

No comments.

H. Commissioner's Report and Recommendations

Commissioner Burress congratulated Mr. Josh Jones on being appointed as the new Elections Director. He also noted that Saturday at the Commissioners Conference Breakfast Greene County was seated with Granville County. Granville County gave our Commissioners a 275th Challenge Coin and suggested that they reciprocate the gift in some way and Chairman Heath agreed. Chairman Heath stated they will get together to decide how they want to reciprocate this gift. Commissioner Blizzard noted on August 27th at the Greene County Library they will be having a Memorial Service for Ms. Connie Miller who passed away. Ms. Miller served the Library for many years. This Memorial Service will be at 11 a.m. on August 27th.

Commissioner Blizzard encouraged all to attend. Commissioner Jones noted that Little Creek Church will be having BBQ Chicken fundraiser that day also. The LCC Golf/Tennis fundraiser for scholarships is also on that day. Commissioner Jones also noted that Behavioral Health Medicaid Plans open enrollment period starts today. Chairman Heath gave COVID update. He also noted that will be a Job Fair at the Wellness Center on September 14th from 2 – 6 p.m. He also announced that there will be an Economic Development announcement on Thursday, August 18th at 4 p.m. at the Wellness Center.

I. CLOSED SESSION – Attorney Client Privilege

Motion In – Commissioner Jones made motion and Commissioner Blizzard seconded, the Board voted unanimously to approve.

Motion Out - Commissioner Blizzard made motion and Commissioner Jones seconded, the Board voted unanimously to approve.

J. ADJOURN

On motion by Commissioner Jones and second by Commissioner Shackelford to adjourn the meeting, the Board voted unanimously to adjourn.

Bennie Heath, Chairman

Attest:

Kyle J. DeHaven, Clerk to the Board

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Refunds	NCVTS		"TAX & TAG"															
DATE:	9/6/2022																	
Taxpayer	Tax-year rate year	Date paid to DMV	Tag	Assessed value	Assessed value to be refunded	Fire District	Sticker Fee	Refund amount G01	Refund amount Fire District	Refund amount Sticker fee	Refund Interest	Total Refund	Reason					
Tina Marie Warrick, 1315 Knox School Rd, Walsionburg, NC 27888	2021	12/14/2021	JHY8990	\$38,206.00		F11		\$200.20	\$18.03			\$218.23	Vehicle sold 4/20/22; tag surr. 4/21/22. Refund 8 mths. SCW					
Tina Marie Warrick, 1315 Knox School Rd, Walsionburg, NC 27888	2021	4/28/2022	JKK6819	\$42,561.00		F11		\$223.02	\$20.09			\$243.11	Vehicle sold 6/15/22; tag surr. 6/29/22. Refund 8 mths. SCW					
David Luther Wiggins, 1987 Warrentown Rd, Snow Hill, NC 28580	2021	10/8/2021	HEK5262	\$20,970.00		F05		\$27.47	\$3.14			\$30.61	Tag surr. 6/7/22; vehicle sold 8/2/22. Refund 2 mths. BRS					
Angelleen Newell Hudge, 30 Edwards Bridge Rd, Grifton, NC 28530	2021	6/7/2022	CN90426	\$1,399.00		F06		\$9.17	\$1.11			\$10.28	Vehicle sold 8/8/22; tag surr. 8/9/22. refund 10 mths. SCW					
Scotty Charles Garner, 120 NW Third St, Snow Hill, NC 28580	2021	7/7/2021	JR9703	\$5,920.00		T02		\$27.14	\$11.74			\$38.88	Vehicle sold 12/13/21; tag surr. 12/22/21. Refund 7 mths. SCW					
Kincey Harvey Worthington, Jr, 3680 Willow Green Rd, Ayden, NC 28513	2021	3/23/2022	DKT1227	\$4,160.00		F06		\$19.07	\$2.30			\$21.37	Vehicle sold 8/4/22; tag surr. 8/5/22. Refund 7 mths. SCW					
Sharon Dailey Davis, 105 Woodside Cir, Snow Hill, NC 28580	2021	10/20/2021	KEH5281	\$4,880.00		T02		\$ 6.39	\$ 2.76			\$ 9.15	Vehicle sold 8/2/22; tag surr. 8/9/22. Refund 2 mths. SCW					
Abbey Strickland Cash, 501 Hollywood Ter, Snow Hill, NC 28580	2021	1/11/2022	JBL4076	\$36,030.00		F07		\$ 236.00	\$ 24.62			\$ 260.62	Vehicle sold 2/22/22; tag surr. 3/2/22. Refund 10 mths. SCW					
Cameron Eugene Moss, 1580 Mike Stocks Rd, Hookerton, NC 28538	2021	6/3/2022	HDT5776	\$51,820.00		F01		\$ 305.48	\$ 41.98			\$ 347.46	Vehicle sold 8/12/22; tag surr. 8/17/22. Refund 9 mths. SCW					
Franklin D Roosevelt Jones, 400 Hwy 13 N, Farmville, NC 27828	2021	5/2/2022	TJH7882	\$10,440.00		S12		\$68.38	\$7.74			\$ 76.12	Vehicle sold 7/1/22; tag surr. 7/27/22. Refund 10 mths. BCF					
Kenta Lamont Hall, 100 Faith Dr, Walsionburg, NC 27888	2021	10/26/2021	FAX7848	\$7,590.00		F11		\$ 9.94	\$ 0.89			\$ 10.83	Vehicle sold 8/12/22; tag surr. 8/18/22. Refund 2 mths. BCF					
Jamie Brooks Tingen, 245 Sutton Rd, Snow Hill, NC 28580	2020	9/10/2021	0706LW	\$11,170.00		F05		\$ 21.95	\$ 2.51			\$ 24.46	Tag surr. & vehicle sold 6/2/22. Refund 3 mths. SCW					
Rain Services Inc, PO Box 244, Hookerton, NC 28538	2021	4/5/2022	JJT7355	\$68,691.00		F01		\$ 314.95	\$ 43.28			\$ 358.23	Vehicle sold 8/18/22; tag surr. 8/22/22. Refund 7 mths. SCW					
Rain Services Inc, PO Box 244, Hookerton, NC 28538	2021	4/7/2022	YA12268 1	\$18,200.00		F01		\$ 59.60	\$ 8.19		5.43	\$ 73.22	Vehicle sold 5/5/22; tag surr. 5/9/22. Refund 5 mths. SCW					

Refunds: Ad Valorem Tax

[illegible]

Stephanie C. Wiggins
Tax Administrator



229 Kingold Blvd
P.O. Box 482
Snow Hill, NC 28580

Phone 252-747-3615
Fax 252-747-5067

To: Mr. Kyle DeHaven, Greene County Manager
Greene County Board of Commissioners

From: Stephanie C. Wiggins, Greene County Tax Administrator

Date: September 6, 2022

Re: Tax Office Issues

Consideration of Late Applications for Disabled Veteran and Elderly/Disabled Exclusion

The assessor has no authority to approve a late application for the Disabled Veteran or Elderly/Disabled Exclusion. However, GS 105-282.1(a1) states "upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the date of the listing period may be approved by the Board of Commissioners". If approved, the application is for the current year and is not retroactive. Due to information on the applications being confidential, copies of the applications are not attached.

Attached are letters from the taxpayers requesting your consideration of their late applications. The applicants and parcels meet the eligibility requirements. Consideration of these late applications would be appreciated and is recommended since the Board has previously considered other late applications.

Disabled Veteran Exclusion:
James Kevin Ayers – Parcel 0804412

Elderly/Disabled Exclusion:
Edith Williams Pearson – Parcel 0100403
William Lee Bryant – Personal Property 2658856

RECEIVED

AUG 17 2022

TO: Greene County Board of Commissioners

FROM: James Kevin Ayers & Patricia Corbett Ayers

GREENE COUNTY
TAX DEPARTMENT

DATE: 2/18/2021, 2022

RE: Request for acceptance of late application for property tax relief
for the 2022 tax year on tax property 0804412

Please accept my late application for property tax relief. My reason for filing
untimely is:

WE HAVE BEEN TAKING CARE OF BROTHER IN-LAW WHO IS
SICK / DYING FROM LUNG DISEASE IN NEWPORT, NC.

Thank you,

James Kevin Ayers 8/10/2022 Patricia Corbett Ayers 8/10/22
James Kevin Ayers Date Patricia Corbett Ayers Date

RECEIVED

TO: Greene County Board of Commissioners

AUG 23 2022

FROM: Edith Williams Pearson

GREENE COUNTY
TAX DEPARTMENT

DATE: August 23, 2022

RE: Request for acceptance of late application for property tax relief
for the 2022 tax year on parcel number 0100403

Please accept my late application for property tax relief. My reason for filing
untimely is

HOUSE AT 7480 LINDELL RD + TAX FORMS GOT
BURNED.

Thank you,

Edith Williams Pearson
Edith Williams Pearson

By: _____

8/17/2022

I did not know this
application had a due date. I just
found out about it in August. This is my first
time applying.

William Bryant

X
(can't
write his name)

RECEIVED

AUG 17 2022

**GREENE COUNTY
TAX DEPARTMENT**

Personal Property # 2658856

**GREENE COUNTY
SHIIP SMP EVENT PUBLIC SHRED A THON
9/6/2022**

LINE ITEM TRANSFER					
<u>FROM</u>			<u>TO</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
Total			Total		

<u>REVENUES</u>			<u>BUDGET AMENDMENT</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
SHIIP/MIPPA/SMP Grant	11170-434511	1300.00	SHIIP Contract Services	11597-527500	1300.00
Total			Total		

Explanation:

The Senior Center has received additional funds under the Senior Medicare Fraud Division of SHIIP to host a public Shred A Thon Event on Saturday Sept. 10th from 10:00-1:00.

Requested by:

S. Harrison 09-06-2022

Shawn L. Hansen

Approved by:

Commissioners
Bennie Heath - Chairman
James T. Shackleford-Vice Chair
Jerry Jones
Susan Blizzard
Derek Burruss



County Manager
Kyle J. DeHaven
Interim Finance Officer
Landon Price
County Attorney
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Public Hearing; Closeout of 2018 CDBG-NR

Date: September 6, 2022

A Public Hearing, to receive Public Comment is scheduled as is required for the 2018 CDBG-NR program. Mr. Mike Barnette, of McDavid and Associates, will present an overview of the program.

Action Recommended:

After All Public Comment is Heard

Chairman, Declare the Public Hearing Closed

Motion as requested by Mr. Barnette to close the 2018 CDBG-NR program

Board Action is Needed

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Commissioners
 Bennie Heath - Chairman
 James T. Shackelford-Vice Chair
 Jerry Jones
 Susan Blizzard
 Derek Burress



County Manager
 Kyle J. DeHaven
 Interim Finance Officer
 Landon Price
 County Attorney
 Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Public Hearing; FY 24 5311 Administration Grant

Date: September 6, 2022

A Public Hearing, to receive Public Comment is scheduled as is required for the FY 24 5311 Administrative Grant. Ms. Misty Chase, Transportation Director, will present an overview of the program.

Action Recommended:

After All Public Comment is Heard

Chairman, Declare the Public Hearing Closed

Motion as requested by Ms. Chase

Board Action is Needed

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FY2024 Community Transportation Public Hearing

Greene County Public Transportation each year has the opportunity to apply for 5311 Non-Urbanized Area Community Transportation Program Funding. This year's application is due by October 7, 2022. We are required by NCDOT and FTA to hold a public hearing each year for our application. In the past we have held one public hearing for both Administrative Operating and Capital- this year the Capital applications will not be released until later in the year- this is being done because of the Vehicle Purchase contracts and in the delay of delivery. This Public Hearing is only for our Administrative Operating 5311 Funding- Application amount is \$127,337. Local Share is \$19,101.00 (this money is generated by Transportation and does not come from the General Fund- it is generated by ride revenue).

Our 5311 Administrative Operating Grant funds cover the cost of the director's salary, one administrative staff salary, travel, training expense, utilities, drug/alcohol testing, telephone, advertising, promotional funding, vehicle insurance, dues/subscriptions, computer programming/software.

The local share is generated by ride revenue and contracted trips- this includes medical and Senior Center trips. Greene County Transportation is considered an Economic Tool for our county as we also provide trips to and from work, to the grocery stores, banks, post office, utility companies, general shopping, and Health and Human service trips. Each day we strive to try and improve the quality of life for our citizens. My staff serves our county/community by being a very positive roll in improving the lives of our citizens and help to boost the economy for our local business partners. The funds we receive from this grant give us the opportunity to serve more citizens and increase the services that we offer.

As always, we appreciate the support and confidence that you as Board of Commissioners have in us doing what we do for our county.

Thank you!

Misty Chase, Director

Commissioners
 Bennie Heath - Chairman
 James T. Shackleford-Vice Chair
 Jerry Jones
 Susan Blizzard
 Derek Burress



County Manager
 Kyle J. DeHaven
 Interim Finance Officer
 Landon Price
 County Attorney
 Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Public Hearing; Project Haul, Economic Development Incentives

Date: September 6, 2022

A Public Hearing, to receive Public Comment is scheduled as is required for Project Haul, Economic Development Incentives. Mr. Trey Cash, Vice President & Existing Industry Representatives, GTP EDR, will present an overview of the proposed incentives.

Action Recommended:

After All Public Comment is Heard

Chairman, Declare the Public Hearing Closed

Motion as requested by Mr. Cash

Board Action is Needed

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TO: Greene County Board of Commissioners
FROM: Trey Cash
DATE: September 6, 2022
SUBJECT: Economic Development Agreement for H&T Trucking, Inc. (Project Haul)

After a public hearing to consider the provision of economic development incentives for H&T Trucking, Inc. (Project Haul), the North Carolina Global TransPark Economic Development Region request the Greene County Board of Commissioners to consider the Economic Development Agreement for H&T Trucking, Inc. (Project Haul). The county and H&T Trucking, Inc. agreement would be a \$32,500 performance-based grant paid over five years. The agreement and goals are based on the Greene County Business Investment Program for Companies with Investments less than \$2.5 million.

H&T Trucking, Inc. is expanding its current operations at its Bullhead site to add a mechanical shop, wash-out bay, and office space. This hiring of new positions and creating new jobs is also contributing to the growth of the local Greene County economy. The project brings a capital investment of more than \$450,000 over the next five (5) years to Greene County and is expected to create more than 70 additional jobs at that site.

No money would be paid until after performance goals are met. The performance goals and payout are below and in Exhibit A of the agreement. The first payment would be following the investment and reporting to the Greene County Tax Office.

The value of incentive is based upon the appraised value each year as appraised by the Greene County Tax Administration Office. The amount of Greene County property tax revenues that will be billed to the company for their capital investment in machinery and equipment for Project Haul will exceed the amount to be paid out by the county for economic development grants.

Performance Goals

Year	Annual Job Increase	Total Jobs in County	Non-Depreciated Capital Investment	Capital Investment Cumulative Totals	County Grant	County Grant Payment Year
2022	18	132	\$450,000	\$450,000	\$6,500	\$0
2023	13	145	\$ - 0 -	\$ - 0 -	\$6,500	\$6,500
2024	13	158	\$ - 0 -	\$ - 0 -	\$6,500	\$6,500
2025	13	171	\$ - 0 -	\$ - 0 -	\$6,500	\$6,500
2026	13	184	\$ - 0 -	\$ - 0 -	\$6,500	\$6,500
2027					\$0	\$6,500
Totals	70	184	\$450,000.00	\$450,000.00	\$32,500.00	\$32,500.00

STATE OF NORTH CAROLINA
COUNTY OF GREENE

ECONOMIC DEVELOPMENT AGREEMENT

This AGREEMENT is executed this 6th day of September, 2022 by and between H&T Trucking, Inc. a corporation authorized to do business in the state of North Carolina, having its principal place of business at 243 Harper Road, Stantonsburg, North Carolina 27883 (H&T Trucking, Inc.”) and the County of Greene, a political subdivision of the State of North Carolina, having its principal place of business at 229 Kingold Blvd, Snow Hill, NC 28580 (hereinafter the “County”).

WITNESSETH:

WHEREAS, H&T Trucking, Inc. desires to purchase/construct or cause to be constructed certain industrial facilities and desires to install certain industrial machinery, equipment, and improvements that represent a non-depreciated capital investment in excess of \$450,000, (\$350,000 real property and \$100,000 personal property investment) and to create seventy (70) new jobs in facilities to be located on their existing site at 243 Harper Road, Stantonsburg, North Carolina 27883 (the “Property”); and

WHEREAS, H&T Trucking, Inc. shall incur certain costs for installation of these improvements; and

WHEREAS, the addition of these improvements will expand the County tax base through increased ad valorem tax value created as a consequence of capital investment in machinery and equipment being brought into the County; and

WHEREAS, the County recognizes that a portion of the revenues generated as a consequence of this business venture be returned to H&T Trucking, Inc. to pay a portion of the costs of the investment, and that such revenues be designated as an “Economic Development Grant” to H&T Trucking, Inc., in the amount of Thirty-Two Thousand Five Hundred Dollars (\$32,500) and

WHEREAS, the parties hereto wish to reduce their understanding regarding the details of the Economic Development Grant and H&T Trucking, Inc. performance to this writing;

NOW, THEREFORE, for the mutual considerations noted hereinafter, the sufficiency of which are hereby acknowledged, the parties do hereby contract and agree as follows:

I. Economic Development Incentives.

H&T Trucking, Inc. will incur costs in certain machinery and equipment installed in facilities to be located and the County will realize economic benefits due to the expansion of the tax base and the creation of jobs. As an incentive for H&T Trucking, Inc. to invest in machinery and equipment and real property in its new facility and in accordance with North Carolina General Statutes 158-7.1, the County shall provide to H&T Trucking, Inc. the incentives set forth herein in accordance with the terms and conditions of this Agreement. The County shall provide an Economic Development Grant to H&T Trucking, Inc. with an estimated value of Thirty-Two Thousand Five Hundred Dollars (\$32,500) with such a grant to be made available to H&T Trucking, Inc. as set forth in Exhibit A.

- A. The County shall pay to H&T Trucking, Inc. in installments a total grant of Thirty-Two Thousand Five Hundred Dollars (\$32,500) as shown on, and in accordance with terms and conditions described in, Exhibit A to this Agreement (the “**County Performance Grant**”).

II. Representations.

The County represents and warrants that (a) it has the power and authority to bind itself to the requirements of this Agreement and (b) this Agreement is executed under the authority granted to the County under North Carolina General Statutes 158-7.1, The Local Development Act of 1925, as amended.

III. Miscellaneous Provisions.

- A. Independent Agreement. This Agreement and the conditions hereof only relate to the provisions and grants from the County set forth herein and do not limit or affect other commitments made by the County, the City, the State of North Carolina, or other entities.
- B. Governing Law. This Agreement has been drafted and shall be interpreted under the laws of the State of North Carolina and in the event any provision is found to be unenforceable or unconstitutional, all other provisions shall remain in full force and effect.
- C. Binding Agreement. The parties hereto acknowledge that this Agreement and the foregoing actions and grants each represent binding contractual agreements among the parties hereto and that H&T Trucking, Inc. is acting in reliance upon this Agreement and the provisions and grants provided herein in its decision as to whether it will expand its investment in Greene County, North Carolina.
- D. Assignment. This Agreement shall be assignable by H&T Trucking, Inc. to any entity that is controlled by controls or under common control with H&T Trucking, Inc., or in the case of a sale of substantially all the operating assets of the facility, this Agreement may be assigned to the purchaser of the facility.

- E. Survival. The contractual commitments provided for herein and made by the parties hereto shall be deemed to continue into the future, survive, and remain binding upon future elected officials to the full extent permitted under applicable law.
- F. Force Majeure. H&T Trucking, Inc. shall not assume any responsibility for any event or failure to act that is due to any cause in whole or in part that is beyond H&T Trucking, Inc. control, even if advised of same, foreseeable or in contemplation of the parties, including without limitation force majeure, the public enemy, fire, flood, earthquake, hurricane, strike or labor disputes, boycott, the inability to obtain raw materials, labor or transportation, the loss of any public or private supplied utilities, the regulations issued by any government or any of its agencies, acts of God, or any other cause similar or dissimilar to the foregoing.
- G. Entire Agreement. This writing contains the entire agreement between the parties hereto and may be amended only by writing signed by all parties hereto.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GREENE COUNTY

Attest:

Greene County Board of Commissioners - Chairman

Clerk to the Board

H&T Trucking, Inc.

Attest:

By: _____

Secretary

Title: _____

EXHIBIT A**Performance Goals**

Year	Annual Job Increase	Total Jobs in County	Non-Depreciated Capital Investment	Capital Investment Cumulative Totals	County Grant	County Grant Payment Year
2022	18	132	\$450,000	\$450,000	\$6,500	\$0
2023	13	145	\$ - 0 -	\$ - 0 -	\$6,500	\$6,500
2024	13	158	\$ - 0 -	\$ - 0 -	\$6,500	\$6,500
2025	13	171	\$ - 0 -	\$ - 0 -	\$6,500	\$6,500
2026	13	184	\$ - 0 -	\$ - 0 -	\$6,500	\$6,500
2027					\$0	\$6,500
Totals	70	184	\$450,000.00	\$450,000.00	\$32,500.00	\$32,500.00

Calculation Methodology:

H&T Trucking, Inc. performance against the above-listed capital investment goals shall be measured on or before January 1st of each following year by calculating the total amount of capital investment as of January 1st of that year. Payment by County should H&T Trucking, Inc. be current in all tax payments and performance goals be met, will be made by September 30th of each year beginning in 2023. Should the percentage of the total projected goal be less than 100% in any given year, the County shall accrue the amount funds budgeted but unearned and such funds shall be paid out in the first subsequent year that H&T Trucking, Inc. attains at least 100% of its total projected goal. This grant shall expire on December 31, 2027.

Example of Calculation Methodology:

<i>Year</i>	<i>Total Jobs in County Goal</i>	<i>Total Jobs Attained (%)</i>	<i>Capital Investment Cumulative Totals Goal</i>	<i>Actual Investment</i>
2022	18	14 (80%)	\$450,000	\$450,000 (100%)
2023	13	17 (130%)	\$0	\$0

Year 2023

(For calendar year 2022)

Average % attained = (80% + 100%) / 2 = 90%

Amount due from Greene County in 2023 = .90 x \$6,500 = \$5,850.

Amount unearned and being accrued \$6,500 - \$5,850 = \$650 (For calendar year 2023)

Year 2024

(For calendar year 2023)

Average % attained = (100% [Jobs] + 100% [Investment]) / 2 = 100%

Amount due from Greene County payable by September 30, 2024 = 100% x \$6,500 = \$6,500.

Amount earned and accruals due = \$6,500 + \$650 = \$7,150

Definitions:

“Capital Investment” shall be the ad valorem tax value of the property located in the County that is owned by H&T Trucking, Inc., its affiliates, or financing entities where H&T Trucking, Inc. or its affiliates maintain operational control of the property. Any disputes as to the calculation of Capital Investment shall be subject to mediation between senior executives of the applicable parties, or if such mediation is not successful by an action at law or in equity.

“Budget” unless otherwise agreed in this Agreement, the County shall approve a budget for the specific grant amount offered to H&T Trucking, Inc. by July 1st of each year that the respective grant is offered, for payment by the agreed-upon date.

“Full Time Job” shall mean a position requiring a minimum of 1,600 hours per year held by one employee in the County at the end of the respective calendar year.

No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the County/City within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted neither as delegating governmental powers nor as a donation or a lending of the credit of the County/City within the meaning of the State Constitution. This Agreement shall not directly or indirectly or contingently obligate the County/City to make any payments beyond those appropriated in the County's/City's sole discretion for any fiscal year in which this Agreement shall be in effect. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the County's/City's moneys, nor shall any provision of the Agreement restrict to any extent prohibited by law, any action or right of action on the part of any future County/City governing body. To the extent of any conflict between this paragraph and any other provisions of this Agreement, this paragraph shall take priority.

F1

Commissioners
Bennie Heath - Chairman
James T. Shackelford-Vice Chair
Jerry Jones
Susan Blizzard
Derek Burrese



County Manager
Kyle J. DeHaven
Interim Finance Officer
Landon Price
County Attorney
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Mike Barnette; HMGP Update

Date: September 6, 2022

Mr. Mike Barnette, of McDavid and Associates, will give an update on HMGP project 4285.

Action Recommended:

Informational

No Board Action is Needed

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www.greencountync.gov

The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment

F2

Commissioners
Bennie Heath - Chairman
James T. Shackleford-Vice Chair
Jerry Jones
Susan Blizzard
Derek Burress



County Manager
Kyle J. DeHaven
Interim Finance Officer
Landon Price
County Attorney
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: David Bones; Introduction, Executive Director, East Carolina Council of Governments

Date: September 6, 2022

Mr. David Bones, Executive Director of the COG, will give a presentation of the history of the COG and the Services they provide. He will be available for any questions and comments at this time.

Action Recommended:

Informational

No Board Action is Needed

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 Susan Blizzard
 Derek Burress



County Manager
 Kyle J. DeHaven
 Interim Finance Officer
 Landon Price
 County Attorney
 Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Rich Moore; Division of Water Infrastructure-ARPA Funds-Water System Improvements

Date: August 15, 2022

Mr. Rich Moore of McDavid and Associates, will present a resolution permitting the firm to apply for grant funds for rehabilitation of aged infrastructure for Greene County. He will be available for any questions at this time.

Action Recommended:

Motion to approve the resolution permitting application as presented.

Board Action is Needed

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REQUEST TO BE ON THE AGENDA FOR THE GREENE COUNTY BOARD OF COMMISSIONERS

BOARD MEETING YOU WISH TO PRESENT: September 6, 2022

TOPIC(S) TO BE PRESENTED: Division of Water Infrastructure Application –
American Rescue Plan Act Funds – Water System Improvements

PRESENTER'S NAME: Richard B. Moore, P.E.

PRESENTER'S MAILING ADDRESS: McDavid Associates, Inc.

P.O. Drawer 49, Farmville, NC 27828

PHONE #: (252) 753-2139

FAX #: (252) 753-7220

PRESENTER'S EMAIL ADDRESS: rbm@mcdavid-inc.com

THE GREENE COUNTY BOARD OF COMMISSIONERS MEET ON THE 1ST AND 3RD MONDAY AT 7:00 P.M. EVERY MONTH EXCEPT MONDAY HOLIDAYS, WHEN THE MEETING IS USUALLY HELD ON THE FOLLOWING TUESDAY.

EVERY EFFORT IS MADE TO COMPLETE THE AGENDA BEFORE 12:00 P.M. ON THE THURSDAY BEFORE THE MEETING.

EVERY PRESENTER LISTED ON THE AGENDA WILL BE MAILED OR EMAILED A COPY OF THE AGENDA AS A REMINDER OF THEIR SCHEDULED PRESENTATION AND/OR REQUEST. IF THE PRESENTER WANTS TO PROVIDE HANDOUTS TO THE BOARD PRIOR TO THE MEETING, THE MATERIAL(S) MUST BE RECEIVED BY THE GREENE COUNTY MANAGER'S OFFICE NO LATER THAN 12:00 NOON OF THE WEDNESDAY PRIOR TO THE MEETING.

IN ORDER TO BE LISTED ON THE AGENDA PRESENTER'S MAY:

- CALL (252) 747-3446 OR (252) 747-2866
- EMAIL kmooring@co.greene.nc.us
- MAIL OR DELIVER TO GREENE COUNTY OFFICE COMPLEX, COUNTY MANAGER'S OFFICE, 229 KINGOLD BLVD., SUITE D, SNOW HILL, NC 28580.



Board of Commissioners Meeting Presentation
Division of Water Infrastructure
American Rescue Plan Act (ARPA) Financial Assistance
Water System Improvements
September 6, 2022

The Division of Water Infrastructure (DWI) is accepting applications on September 30, 2022. Grant assistance is available through American Rescue Plan Act (ARPA) funds allocated to designated “distressed” and “at risk” communities. Funds are available to support addressing critical infrastructure needs. Options for consideration for application of funds:

- Waterline extensions to areas with documented contaminated private wells. Extensions cannot support growth needs.
- Rehabilitation of aged infrastructure. Several older wells have small houses that are not of sufficient size to easily accommodate chemical feed, electrical components, etc. Wells need to be rehabilitated to clean screens, replace aged pump columns/motors.

Greene County is currently classified as “distressed” by DWI (though not likely to remain “distressed” upon next evaluation).

In an effort to take advantage of available grant funds, it is recommended to apply for ARPA funds.

- Resolution Authorizing Division of Water Infrastructure Application

Action Recommended: Adoption of Resolution Authorizing Division of Water Infrastructure Application.

RESOLUTION
AUTHORIZING DIVISION OF WATER INFRASTRUCTURE APPLICATION
2022 WATER SYSTEM IMPROVEMENTS
GREENE COUNTY

WHEREAS, Greene County has need for and intends to construct, plan for, or conduct a study in a project described as 2022 Water System Improvements, and

WHEREAS, Greene County intends to request State loan and/or grant assistance for the project,

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

That Greene County, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of Greene County to make a scheduled repayment of the loan, to withhold from Greene County any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Bennie Heath, Chairman, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

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

Adopted this the _____ day of _____, 2022 at Snow Hill, North Carolina.

Bennie Heath, Chairman
Greene County

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Clerk to the Board of Greene County does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of Greene County duly held on the 6th day of September 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of September 2022.

(SEAL)

ATTEST:

Kyle J. DeHaven
Clerk to the Board

Commissioners
 Bennie Heath - Chairman
 James T. Shackleford-Vice Chair
 Jerry Jones
 Susan Blizzard
 Derek Burress



County Manager
 Kyle J. DeHaven
 Interim Finance Officer
 Landon Price
 County Attorney
 Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Rich Moore; Stocks McLawhorn Rd. NCDOT Waterline Replacement-Final Budget and Change Order #1

Date: September 6, 2022

Mr. Rich Moore of McDavid and Associates, will present a resolution amending the Capital Project budget for approval after the final adjustments as Change Order #1. He will be available for questions at this time.

Action Recommended:

To approve the resolution amending the budget and change order #1

Board Action is Needed

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www.greenecountync.gov

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REQUEST TO BE ON THE AGENDA FOR THE GREENE COUNTY BOARD OF COMMISSIONERS

BOARD MEETING YOU WISH TO PRESENT: September 6, 2022

TOPIC(S) TO BE PRESENTED: Stocks McLawhorn Road Polecat Creek Waterline
Replacement – Final Capital Project Budget and Change Order

PRESENTER'S NAME: Richard B. Moore, P.E.

PRESENTER'S MAILING ADDRESS: McDavid Associates, Inc.

P.O. Drawer 49, Farmville, NC 27828

PHONE #: (252) 753-2139

FAX #: (252) 753-7220

PRESENTER'S EMAIL ADDRESS: rbm@mcdavid-inc.com

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- EMAIL kmooring@co.greene.nc.us
- MAIL OR DELIVER TO GREENE COUNTY OFFICE COMPLEX, COUNTY MANAGER'S OFFICE, 229 KINGOLD BLVD., SUITE D, SNOW HILL, NC 28580.



**RESOLUTION
AMENDING CAPITAL PROJECT BUDGET AND
APPROVING FINAL ADJUSTING CHANGE ORDER
STOCKS MCLAWHORN ROAD CREEK CROSSING WATER LINE REPLACEMENT
CONTRACT NO. 1 – POLECAT CREEK WATER LINE REPLACEMENT
GREENE COUNTY**

WHEREAS, Greene County has been approved for reimbursement of costs related to replacement and relocation of an existing water line along Stocks McLawhorn Road crossing Polecat Creek by the NC Department of Transportation necessitated by replacement of a bridge crossing, and

WHEREAS, Plans for construction have been completed and bids for construction were received on February 22, 2022, and

WHEREAS, Herring-Rivenbark, Inc. submitted the low bid for Contract No. 1 – Polecat Creek Water Line Replacement in the amount of \$91,078.00, and

WHEREAS, Construction activities are complete and work activities were performed under budget such that a final capital project budget amendment and final change order are needed,

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

That the attached budget is amended.

That Change Order No. 1 is approved.

That the Chairman and County Manager are authorized and directed to execute all documents associated with project completion/close-out on behalf of Greene County.

That all project change orders shall be presented to the Board of Commissioners for formal approval.

Adopted this the _____ day of _____, 2022 at Snow Hill, North Carolina.

Bennie Heath, Chairman
Greene County Board of Commissioners

(SEAL)

ATTEST:

Kyle J. DeHaven
Clerk to the Board

STOCKS MCLAWHORN ROAD WATER LINE REPLACEMENT
 CONTRACT NO. 1 - POLECAT CREEK WATER LINE REPLACEMENT
 GREENE COUNTY
 SEPTEMBER 6, 2022

		BUDGET	ADDS/ DEDUCTS	AMENDED BUDGET
		<u>7-Mar-22</u>		
<u>REVENUES</u>				
xx-xxxx-xxxx	NC Department of Transportation	\$123,387.34	-\$5,834.25	\$117,553.09
xx-xxxx-xxxx	Sales Tax Refund	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
	TOTAL REVENUES	\$123,387.34	-\$5,834.25	\$117,553.09
<u>EXPENSES</u>				
	Construction			
xx-xxxx-xxxx	CN 1 - Water Line Relocation - Herring-Rivenbark	<u>\$91,078.00</u>	<u>-\$5,087.00</u>	<u>\$85,991.00</u>
	Subtotal Construction	\$91,078.00	-\$5,087.00	\$85,991.00
xx-xxxx-xxxx	Contingency	\$16,622.00	\$0.00	\$16,622.00
xx-xxxx-xxxx	Planning and Design	\$7,887.34	\$0.00	\$7,887.34
xx-xxxx-xxxx	Construction Administration/Observation	\$7,000.00	-\$136.25	\$6,863.75
xx-xxxx-xxxx	Advertisement Fees	<u>\$800.00</u>	<u>-\$611.00</u>	<u>\$189.00</u>
	TOTAL EXPENSES	\$123,387.34	-\$5,834.25	\$117,553.09

Board of Commissioners Meeting Presentation
Final Capital Project Budget Ordinance and Change Order
Stocks McLawhorn Road Water Line Replacement
Contract No. 1 – Polecat Creek Water Line Replacement
September 6, 2022

Construction of awarded waterline relocation adjacent to Stocks McLawhorn Road (at bridge crossing Polecat Creek) is complete. Based on completed work, a final adjusting change order (Change Order No. 1) is needed along with a final capital project budget ordinance. The following is a map exhibit showing approximate location of the crossing:



Change Order No. 1 finalizes construction quantities and adds concrete bollards to protect the new fire hydrant installation.

In support of project completion, the following exhibits are provided:

- Resolution Amending Capital Project Budget Ordinance and Approving Final Adjusting Change Order
- Draft Change Order No. 1

Action Recommended: Adoption of Resolution Amending Capital Project Budget and Approving Final Adjusting Change Order.

SECTION 01029

CONTRACT CHANGE ORDER

CONTRACT FOR 2021 NCDOT Stocks McLawhorn Water Line Replacement Contract No 1 – Polecat Creek Water Line Replacement	ORDER NO. 1
	DATE: September 6, 2022
	STATE NC
	COUNTY Greene County
OWNER	Greene County

TO Herring – Rivenbark, Inc.
(Contractor)

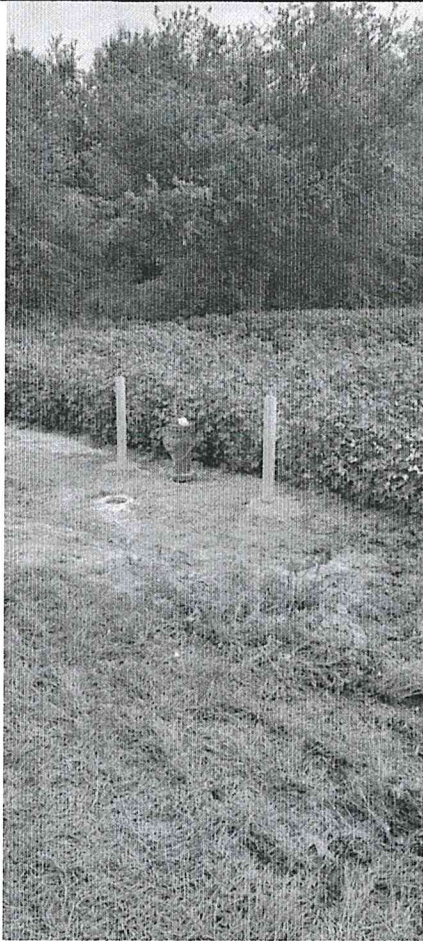
You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
Final adjusting change order based on work completed. Scope addition of concrete bollards for installed fire hydrant to protect hydrant from heavy equipment.	\$ (5,087.00)	\$0.00
TOTALS	\$ (5,087.00)	\$ 0.00
NET CHANGE IN CONTRACT PRICE	\$ (5,087.00)	

JUSTIFICATION:

Adjustments are made to contract, summarized as follows:

1. Reduction of final quantities based on final installation (required fewer fittings and no construction stakeout).
2. Fire hydrant was installed at rights-of-way. Based on fire hydrant installation, concrete bollards were installed to increase visibility of the fire hydrant and to help protect the fire hydrant.



Current Contract Amount adjusted by previous change order: Ninety-one thousand seventy-eight and 00/100 Dollars (\$91,078.00).

The amount of the Contract will be (Decreased) (~~Increased~~) By the Sum of: Five thousand eighty-seven and 00/100 Dollars (\$5,087.00).

The Contract Total including this and previous Change Orders Will Be: Eighty-five thousand nine hundred ninety-one and 00/100 Dollars (\$85,991.00).

The Contract Construction Completion Date prior to this Change Order is: October 24, 2022

The Contract Period Provided for Completion Will Be (~~Increased~~) (~~Decreased~~) (Unchanged): 0 Days

The Revised Contract Construction Complete Date after this Change Order is: October 24, 2022

This document will become a supplement to the contract and all provisions will apply hereto.

REQUESTED BY OWNER: Greene County

By: _____ Date: _____

Name: Kyle J. DeHaven Title: County ManagerRECOMMENDED BY ENGINEER: McDavid Associates, Inc.

By: _____ Date: _____

Name: Richard B. Moore, P.E. Title: Project EngineerACCEPTED BY CONTRACTOR: Herring – Rivenbark, Inc.

By: _____ Date: _____

Name: Gary Johnson Title: Project Manager

END OF SECTION

Attachment - Change Order No. 1 - Part A, Unit Price Changes
2021 NCDOT STOCKS MCLAWHORN WATER LINE REPLACEMENT
CONTRACT NO. 1 - POLECAT CREEK WATER LINE REPLACEMENT
GREENE COUNTY

Item	Description	Unit	Contract As Per Bid			Adds/Deducts		Contract As Per CO#1 Part A	
			Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	Base Bid Items								
1	6" PVC PIPE FOR WATER LINES	LF	40	\$33.00	\$1,320.00		\$0.00	\$33.00	\$1,320.00
2	6" GATE VALVE AND BOX	EA	5	\$1,305.00	\$6,525.00		\$0.00	\$1,305.00	\$6,525.00
3	6" 45° Bend, DUCTILE IRON FITTING FOR WATER LINES	EA	2	\$740.00	\$1,480.00		\$0.00	\$740.00	\$1,480.00
4	6"x6" Tee, DUCTILE IRON FITTING FOR WATER LINES	EA	3	\$1,096.00	\$3,288.00		\$0.00	\$1,096.00	\$3,288.00
5	6" Plug, DUCTILE IRON FITTING FOR WATER LINES	EA	2	\$535.00	\$1,070.00		\$0.00	\$535.00	\$1,070.00
6	6"x6" TAPPING SLEEVE & VALVE, IRON FITTING, 200 PSI	EA	2	\$6,485.00	\$12,970.00		\$0.00	\$6,485.00	\$12,970.00
7	CREEK CROSSING with 8" HIGH DENSITY POLYETHYLENE PIPE	LF	500	\$85.00	\$42,500.00		\$0.00	\$85.00	\$42,500.00
8	FIRE HYDRANT	EA	1	\$3,710.00	\$3,710.00		\$0.00	\$3,710.00	\$3,710.00
9	ABANDONMENT OF EXISTING 6" WATER LINE	LS	1	\$10,715.00	\$10,715.00		\$0.00	\$10,715.00	\$10,715.00
10	CONSTRUCTION STAKEOUT ALLOWANCE	AL	1	\$2,500.00	\$2,500.00		\$0.00	\$2,500.00	\$2,500.00
11	WATER LINE GIS	LS	1	\$5,000.00	\$5,000.00		\$0.00	\$5,000.00	\$5,000.00
12a	FIRE HYDRANT BOLLARDS (2 TOTAL)	LS	-	\$0.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$0.00
	Total				\$91,078.00		\$0.00		\$91,078.00

Attachment - Change Order No. 2 - Part B, Quantity Changes
2021 NCDOT STOCKS MCLAWHORN WATER LINE REPLACEMENT
CONTRACT NO. 1 - POLECAT CREEK WATER LINE REPLACEMENT
GREENE COUNTY

Item	Description	Unit	Contract As Per CO#1 Part A			Adds/Deducts		Contract As Per CO#1	
			Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount
	Base Bid Items								
1	6" PVC PIPE FOR WATER LINES	LF	40	\$33.00	\$1,320.00		\$0.00	40	\$1,320.00
2	6" GATE VALVE AND BOX	EA	5	\$1,305.00	\$6,525.00	(3)	(\$3,915.00)	2	\$2,610.00
3	6" 45° Bend, DUCTILE IRON FITTING FOR WATER LINES	EA	2	\$740.00	\$1,480.00	(2)	(\$1,480.00)	0	\$0.00
4	6"x6" Tee, DUCTILE IRON FITTING FOR WATER LINES	EA	3	\$1,096.00	\$3,288.00	(2)	(\$2,192.00)	1	\$1,096.00
5	6" Plug, DUCTILE IRON FITTING FOR WATER LINES	EA	2	\$535.00	\$1,070.00		\$0.00	2	\$1,070.00
6	6"x6" TAPPING SLEEVE & VALVE, IRON FITTING, 200 PSI	EA	2	\$6,485.00	\$12,970.00		\$0.00	2	\$12,970.00
7	CREEK CROSSING with 8" HIGH DENSITY POLYETHYLENE PIPE	LF	500	\$85.00	\$42,500.00		\$0.00	500	\$42,500.00
8	FIRE HYDRANT	EA	1	\$3,710.00	\$3,710.00		\$0.00	1	\$3,710.00
9	ABANDONMENT OF EXISTING 6" WATER LINE	LS	1	\$10,715.00	\$10,715.00		\$0.00	1	\$10,715.00
10	CONSTRUCTION STAKEOUT ALLOWANCE	AL	1	\$2,500.00	\$2,500.00	-1.00	-\$2,500.00	0	\$0.00
11	WATER LINE GIS	LS	1	\$5,000.00	\$5,000.00		\$0.00	1	\$5,000.00
12a	FIRE HYDRANT BOLLARDS (2 TOTAL)	LS	-	\$5,000.00	\$0.00	1	\$5,000.00	1	\$5,000.00
	Total				\$91,078.00		(\$5,087.00)		\$85,991.00

F5

Commissioners
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James T. Shackelford-Vice Chair
Jerry Jones
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County Attorney
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Rich Moore; SCADA Improvement, Change Order #2

Date: September 6, 2022

Mr. Rich Moore, of McDavid and Associates, will present a resolution with a change order. This change order is in response to changing tank maintenance based on conversation with the tank maintenance company. Mr. Moore will be available for questions as needed.

Action Recommended:

Motion to approve Resolution with Change Order #2

Board Action is Needed

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REQUEST TO BE ON THE AGENDA FOR THE GREENE COUNTY BOARD OF COMMISSIONERS

BOARD MEETING YOU WISH TO PRESENT: September 6, 2022

TOPIC(S) TO BE PRESENTED: SCADA Improvements – Approval of Change
Order No. 2

PRESENTER'S NAME: Richard B. Moore, P.E.

PRESENTER'S MAILING ADDRESS: McDavid Associates, Inc.

P.O. Drawer 49, Farmville, NC 27828

PHONE #: (252) 753-2139 FAX #: (252) 753-7220

PRESENTER'S EMAIL ADDRESS: rbm@mcdavid-inc.com

THE GREENE COUNTY BOARD OF COMMISSIONERS MEET ON THE 1ST AND 3RD MONDAY AT 7:00 P.M. EVERY MONTH EXCEPT MONDAY HOLIDAYS, WHEN THE MEETING IS USUALLY HELD ON THE FOLLOWING TUESDAY.

EVERY EFFORT IS MADE TO COMPLETE THE AGENDA BEFORE 12:00 P.M. ON THE THURSDAY BEFORE THE MEETING.

EVERY PRESENTER LISTED ON THE AGENDA WILL BE MAILED OR EMAILED A COPY OF THE AGENDA AS A REMINDER OF THEIR SCHEDULED PRESENTATION AND/OR REQUEST. IF THE PRESENTER WANTS TO PROVIDE HANDOUTS TO THE BOARD PRIOR TO THE MEETING, THE MATERIAL(S) MUST BE RECEIVED BY THE GREENE COUNTY MANAGER'S OFFICE NO LATER THAN 12:00 NOON OF THE WEDNESDAY PRIOR TO THE MEETING.

IN ORDER TO BE LISTED ON THE AGENDA PRESENTER'S MAY:

- CALL (252) 747-3446 OR (252) 747-2866
- EMAIL kmooring@co.greene.nc.us
- MAIL OR DELIVER TO GREENE COUNTY OFFICE COMPLEX, COUNTY MANGER'S OFFICE, 229 KINGOLD BLVD., SUITE D, SNOW HILL, NC 28580.



Board of Commissioners Meeting Presentation
Change Order No. 2 Approval
State Drinking Water Reserve Project H-SRP-D-17-0130
Contract No. 1 – SCADA Improvements
September 6, 2022

On July 18, 2022, Greene County approved Change Order No. 1 that increased construction contract cost based on increased allowance charge to install antennae on elevated storage tanks G2 (NC 91 south of Walstonburg) and G4 (US 13 west of Snow Hill). The allowance proposal for G4 was negotiated to a lower value based on removal of touch up painting (which was coordinated through the County's elevated storage tank maintenance contractor). Removal of touch up painting was based on scheduled repainting of G4 in 2023.

County's elevated storage tank maintenance contractor performed an inspection of G4. Based on their inspection, the maintenance contractor extended the scheduled repainting of G4 to 2024. With the extended timeline, concern was expressed regarding potential need to add touch up painting back into SCADA contract. Maintenance contractor has advised that removal of touch up painting is not a problem and that they will not add any cost or change any warranties/guarantees.

Current construction contract has a completion date of August 12, 2022. Contractor (Custom Controls Unlimited, LLC) has requested an extension to December 31, 2022.

In support of change order approval, a resolution approving the change order is provided for Board consideration. Change order does not impact project budget.

Action Recommended: Adoption of Resolution Approving Change Order No. 2.

RESOLUTION
APPROVING CHANGE ORDER NO. 2
2017 WATER SYSTEM IMPROVEMENTS – SCADA IMPROVEMENTS
STATE DRINKING WATER RESERVE PROJECT H-SRP-D-17-0130
GREENE COUNTY

- WHEREAS** Greene County has accepted a State Drinking Water Reserve funding package in the amount of \$558,750.00 grant and \$186,250.00 loan (0% interest, 20-year term) from the Division of Water Infrastructure under assigned project H-SRP-D-17-0130, and
- WHEREAS** Greene County awarded construction to Custom Controls Unlimited and adopted a Capital Project Budget Ordinance, and
- WHEREAS,** Construction contract between Custom Controls Unlimited and Greene County included an allowance for antennae to be welded/installed on elevated storage tanks, and
- WHEREAS** Contract between Custom Controls Unlimited and Greene County has a contract completion date of August 12, 2022, and
- WHEREAS** Contract includes allowance to weld antennae on existing elevated storage tank G4 that does not include touch up painting, and
- WHEREAS** Greene County elevated storage tank maintenance contractor has extended timeline to repaint elevated storage tank G4 to 2024 and has agreed that touch up painting is not required and will not impact cost, warranties or guarantees, and
- WHEREAS** Custom Controls Unlimited has requested an extension to the completion date of the construction contract from August 12, 2022 to December 31, 2022, and
- WHEREAS** Change Order No. 2 has been prepared that discloses maintenance contract company acknowledgement of no additional cost or impact to warranties/guarantees due to extension of repainting elevated storage tank G4 and provides a contract extension of construction completion date to December 31, 2022,

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

That Contract No. 1 – SCADA Replacement Change Order No. 2 be approved subject to concurrence from the Division of Water Infrastructure.

That all future change orders are required to have Board of Commissioner approval.

Adopted this the 6th day of September, 2022 at Snow Hill, North Carolina.

Bennie Heath, Chairman
Greene County

(SEAL)

ATTEST:

Kyle J. DeHaven
Clerk to the Board

SECTION 01029

CONTRACT CHANGE ORDER

CONTRACT FOR 2017 Water System Improvements – SCADA Improvements Contract No 1 – SCADA Improvements	ORDER NO. 2
	DATE: September 6, 2022
	STATE NC
	COUNTY Greene County
OWNER	Greene County H-SRP-D-17-0130

TO Custom Controls Unlimited, LLC
(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
- Acknowledgement from Greene County elevated storage tank maintenance contractor that touch-up painting for EST G4 (US 13 tank west of Snow Hill) is not needed an elimination of touch up painting will not result in any additional cost to Greene County or impact warranties/guarantees related to elevated storage tank operation. - Extension of contract completion date from August 12, 2022 to December 31, 2022.	\$ (0.00)	\$0.00
TOTALS	\$ (0.00)	\$ 0.00
NET CHANGE IN CONTRACT PRICE	\$ (0.00)	\$ 0.00

JUSTIFICATION:

- Inspection of EST G4 by Greene County elevated storage tank maintenance contractor confirmed that existing painting system is in good condition and timeline for cleaning/repainting would be extended from 2023 to 2024. Original 2023 repainting factored into change in allowance cost for antenna mounting (touch up painting removed as repainting would take place of need of touch up painting). Extending timeline to repaint elevated tank created concern with cost of allocated allowance cost to weld antenna. With change in painting schedule, maintenance contractor was contacted to confirm that painting delay would not impact removal of touch up painting and would not impact existing maintenance costs or warranties.
- Time extension requested due to scheduling related to path study, internet service to EST G4, and material delays related to new panels for booster pump stations and valve stations.

Current Contract Amount adjusted by previous change order: Five Hundred Fifty-five Thousand Four Hundred and 00/100 Dollars (\$555,400.00).

The amount of the Contract will be (~~Decreased~~) (~~Increased~~) (Unchanged) By the Sum of: 00/100 Dollars (\$0.00).

The Contract Total including this and previous Change Orders Will Be: Five Hundred Fifty-five Thousand Four Hundred and 00/100 Dollars (\$555,400.00).

The Contract Construction Completion Date prior to this Change Order is: August 12, 2022

The Contract Period Provided for Completion Will Be (Increased) (~~Decreased~~) (Unchanged): 141 Days

The Revised Contract Construction Complete Date after this Change Order is: December 31, 2022

This document will become a supplement to the contract and all provisions will apply hereto.

REQUESTED BY OWNER: Greene County

By: _____ Date: _____

Name: Kyle J. DeHaven Title: County Manager

RECOMMENDED BY ENGINEER: McDavid Associates, Inc.

By: _____ Date: _____

Name: Richard B. Moore, P.E. Title: Project Engineer

ACCEPTED BY CONTRACTOR: Custom Controls Unlimited, LLC

By: _____ Date: _____

Name: Devin Carroll Title: President

END OF SECTION

From: [Wilkins, Scott](#)
To: [Sumit Vasnani](#)
Cc: [Rich Moore](#)
Subject: Re: Email addresses
Date: Monday, August 8, 2022 2:34:18 PM

Gentlemen- Per our conversation last week there will be no additional cost to the tank owner on the G4 (Hwy 13 South Tank) and the tank is still covered under our Asset Management Service. The interior of this tank will be remediated in the budget year 24/25. Please don't hesitate to contact me if you have any questions. Thanks Scotty

On Mon, 8 Aug 2022 at 14:11, Sumit Vasnani <sdv@mcdavid-inc.com> wrote:

Hey Scotty!

Hope you had a good weekend. Here are the email addresses you requested:

Sumit Vasnani

sdv@mcdavid-inc.com

Rich Moore

rbm@mcdavid-inc.com

Thank you,

Sumit



Sumit D. Vasnani, EI

McDavid Associates

3714 North Main Street

PO Drawer 49

Farmville, NC 27828

Phone: 252-753-2139

Fax: 252-753-7220

--

Scotty Wilkins

Water System Consultant

VEOLIA NORTH AMERICA/UTILITY SERVICE CO, INC.

336-210-9251 /CELL

200 Old Covered Bridge Rd Madison, NC 27025

scott.wilkins@veolia.com

www.veolianorthamerica.com or www.veolia.ca



**Custom
Controls
Unlimited**

2600 Garner Station Blvd.
Raleigh, NC 27603
Office: 919-661-5556
Fax 919-661-5557
kevin.monk@ccuinc.com

August 10, 2022

Richard B. Moore, P.E.
McDavid Associates, Inc.
3714 N. Main Street
P.O. Drawer 49
Farmville, NC 27828

RE: Extension Request
2017 Water System Improvements, SCADA Improvements
Greene County, NC

Dear Mr. Moore:

I request that Custom Controls Unlimited, LLC be granted an extension from August 12th, 2022 to December 31st, 2022 for Greene County Contract No. 1 SCADA Improvements. This request is due to subcontractor scheduling constraints, internet provider holdups, and national supply chain delays.

One of the primary tasks for this project requires us to complete a physical path study for designing the radio network. A key portion of this work includes tank messenger pipes and antenna mounts for which we hired subcontractors. The subcontractors had scheduling constraints that impeded their ability to complete the work prior to the original deadline. If necessary to expedite the project, we may be able to install temporary antennas on the tanks to complete the path study in a timelier manner.

The install work for this project has been halted by the absence of internet service at tank G4. The new system will require internet service to function. We are in the process of getting an update from the County about their efforts to secure a connection at this site.

In an effort to forestall the impact of the national supply chain crisis, we ordered our critical materials as quickly as possible. The Tank and Well RTU's have been manufactured and are awaiting install. However, we are waiting on parts to arrive to complete the BPS and Valve panels.

Thank You,



Kevin Monk, P.E.
Control Systems Engineer
Custom Controls Unlimited, LLC
2600 Garner Station Boulevard
Raleigh, NC 27603
Kevin.monk@ccuinc.com

RECEIVED

AUG 15 2022

McDAVID ASSOC. INC.
FARMVILLE, N.C.

FL

Commissioners
Bennie Heath - Chairman
James T. Shackleford-Vice Chair
Jerry Jones
Susan Blizzard
Derek Burrese



County Manager
Kyle J. DeHaven
Interim Finance Officer
Landon Price
County Attorney
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Larry Schultz-Commander, American Legion Shirley-Hill Post 94; Recognition of Ray Eubanks, Congressional Medal of Honor Recipient

Date: September 6, 2022

Mr. Larry Schultz will address the Greene County Board of Commissioners concerning appropriate recognition of Ray E. Eubanks, Congressional Medal of Honor Recipient.

Action Recommended:

informational

No Board Action is Needed

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REQUEST TO BE ON THE AGENDA FOR THE GREENE COUNTY BOARD OF COMMISSIONERS

BOARD MEETING YOU WISH TO PRESENT: September 6, 2022

TOPIC(S) TO BE PRESENTED: Appropriate Recognition of Ray E. Eubanks -

Congressional Medal of Honor Recipient

PRESENTER'S NAME:

Larry Schultz - Commander - American Legion Shirley-Hill Post 94

PRESENTER'S MAILING ADDRESS: 640 Titus Mewborn Road

Snow Hill, NC 28580

PHONE #: 252-933-0731

FAX #: _____

PRESENTER'S EMAIL ADDRESS: dutch67@embarqmail.com

The Greene County Board of Commissioners will meet on the 1st Monday of the month at 10:00 a.m. and the third Monday of the month at 7:00 p.m. On Mondays where a meeting and holiday coincide, the meeting will fall on the following Tuesday at the same time and place.

In accordance with §34.01 Rules of Procedure (F) of the Greene County, NC Code of Ordinances – “A request to have an item placed on the agenda must be received no later than 5:00 p.m. on the Tuesday preceding the meeting.” If the presenter would like to provide additional attachments/handouts to the board prior to the meeting, the material(s) must be received by the Greene County Manager's Office no later than 12:00 pm of the Wednesday prior to the meeting. The request will be placed on the agenda as a presentation, which is defined as administrative and committee reports, unfinished business, and/or new business.

A Public Comment Period will be held at each meeting in accordance with §34.01 Rules of Procedure (G) of the Greene County, NC Code of Ordinances and the Greene County Public Comment Policy. The policies and ordinances can be found at www.greenecountync.gov.

To submit the Request To Be On The Agenda For The Greene County Board Of Commissioners form:

- Call (252) 747-3446 or (252) 747-2866
- Email kathy.mooring@greenecountync.gov
- Mail or deliver to Greene County Office Complex, County Manager's Office, 229 Kingold Blvd, Snow Hill, NC 28580.

Kathy Mooring

From: Larry W. Schultz <dutch67@embarqmail.com>
Sent: Friday, August 5, 2022 9:28 AM
To: Kathy Mooring
Cc: derek.burress@gmail.com; lcookjr; Vincent Dillane; Glenn Houston; Bill Thompson
Subject: Request to be on the agenda
Attachments: Request-to-be-on-the-agenda_GC-010421-1.pdf

Attached please find our request to attend the next Greene County Commissioner's meeting. Our American Legion Post is planning to attend in support of the proper recognition of our hometown hero. Possibly naming the section of the newly renovated National Guard building occupied by Ray Holloman, Veterans Service officer, or naming the new Emergency Services building still in the planning stages. These are just some ideas to consider.

Sincerely,

Larry Schultz
Commander
American Legion Post 94

Commissioners
 Bennie Heath - Chairman
 James T. Shackleford-Vice Chair
 Jerry Jones
 Susan Blizzard
 Derek Burress



County Manager
 Kyle J. DeHaven
 Interim Finance Officer
 Landon Price
 County Attorney
 Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Robert Masters; County Assistance with Securing a building headquarters for American Legion Post 536

Date: September 6, 2022

Mr. Robert Masters will present to the Greene County Board of Commissioners about space needs for American Legion Post 536. He will be available for questions at this time.

Action Recommended:

Informational

No Board Action is Needed

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REQUEST TO BE ON THE AGENDA FOR THE GREENE COUNTY BOARD OF COMMISSIONERS

BOARD MEETING YOU WISH TO PRESENT: September 6 Next Scheduled, 2022

TOPIC(S) TO BE PRESENTED: County assistance with securing a building or
other suitable headquarters space for Am Legion Post 536

PRESENTER'S NAME:

Robert Masters/Salvador Tinoco/Reps from Post 536

PRESENTER'S MAILING ADDRESS: 4924 Morton Rd, New Bern, NC 28662

PHONE #: 252-772-5422

FAX #: _____

PRESENTER'S EMAIL ADDRESS: remastersjr@gmail.com

The Greene County Board of Commissioners will meet on the 1st Monday of the month at 10:00 a.m. and the third Monday of the month at 7:00 p.m. On Mondays where a meeting and holiday coincide, the meeting will fall on the following Tuesday at the same time and place.

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- Email kathy.mooring@greenecountync.gov
- Mail or deliver to Greene County Office Complex, County Manager's Office, 229 Kingold Blvd, Snow Hill, NC 28580.

Commissioners
 Bennie Heath - Chairman
 James T. Shackleford-Vice Chair
 Jerry Jones
 Susan Blizzard
 Derek Burrell



County Manager
 Kyle J. DeHaven
 Interim Finance Officer
 Landon Price
 County Attorney
 Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Resolution of Support; Operation Green Light

Date: September 6, 2022

Led by the National Association of Counties (NACo) and the National Association of County Veteran Service Officers (NACVSO), Operation Green Light for Veterans is an effort by America's 3,069 counties, parishes and boroughs to show support for veterans by lighting municipal buildings in green from November 7 to November 13. In addition to lighting county buildings, residents and businesses are encouraged to participate by simply changing one light bulb in their house to a green bulb. By shining a green light, county governments and our residents will let veterans know that they are seen, appreciated and supported.

Action Recommended:

Motion to approve Resolution

Board Action is Needed

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James T. Shackelford-Vice Chair
Jerry Jones
Susan Blizzard
Derek Burress



County Manager
Kyle J. DeHaven

County Attorney
Gay Stanley

RESOLUTION SUPPORTING OPERATION GREEN LIGHT FOR VETERANS

WHEREAS, the residents of Greene County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Greene County seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, Approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, the Greene County appreciates the sacrifices of our United State Military Personnel and believes specific recognition should be granted;

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Commissioners
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James T. Shackelford-Vice Chair
Jerry Jones
Susan Blizzard
Derek Burress



County Manager
Kyle J. DeHaven

County Attorney
Gay Stanley

THEREFORE, BE IT RESOLVED, with designation as a Green Light for Veterans County, Greene County hereby declares from October through Veterans Day, November 11th 2022 a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service; therefore, be it further

RESOLVED, that in observance of Operation Green Light, Greene County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

This is the 6st day of September, 2022.

Bennie Health, Chair
Greene County Board of Commissioners

ATTEST:

Kyle DeHaven, Clerk to the Board

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 Jerry Jones
 Susan Blizzard
 Derek Burress



County Manager
 Kyle J. DeHaven
 Interim Finance Officer
 Landon Price
 County Attorney
 Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Amendment to Position Classification Plan; Administrative Officer II

Date: September 6, 2022

A need to amend the position classification plan to include an Administrative Officer II for the Social Services Department has been requested. The individual serving in the Administrative Officer Position I has been determined to meet the qualifications for the Admin Officer II position. This position will be classified as a grade 70 in both the State Local Salary Plan and Greene County Salary Plan. The Manager will be available for questions.

Action Recommended:

Motion to approve Amendment to the Position Classification Plan

Board Action is Needed

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STATE OF NORTH CAROLINA OFFICE OF STATE HUMAN RESOURCES POSITION DESCRIPTION FORM (PD-102R)		APPROVED CLASSIFICATION:	
		EFFECTIVE DATE:	
		ANALYST:	
		(This Space for Personnel Department Use Only)	
1. Present Classification Title of Position: Administrative Officer II	7. Present 15 Digit Position Number: 179-16-151	Proposed 15 Digit Position Number:	
2. Usual Working Title of Position: Administrative Officer	8. Department, University, Commission, or Agency		
3. Requested Classification of Position:	A. Institution & Division:		
4. Name of Immediate Supervisor: Amanda Smith	10. Section and Unit: Administration		
5. Supervisor's Position, Title & Position Number: Director 179-16-351	11. Street Address, City and County: 227 Kingold Blvd; Suite A Snow Hill, NC 28580 - Greene		
6. Name of Employee:	12. Location of Workplace, Building and Room Number:		

I. Primary Purpose

The primary purpose of this position is the responsibility for preparing the agency budget, procuring the necessary supplies and equipment to operate the department, to bid and negotiate all contracts, monitor and account for all agency expenses and revenues constantly ensuring availability of necessary state, federal and county funds, supervising accounting, receptionist and related clerical functions and managing the agency personnel system. This position provides day-to-day supervision of the administrative/fiscal unit that consists of an Accounting Technician III, 2-Public Information Assistant IV's, an Office Assistant V, and an IMC I/FLI.

This position performs personnel and human resources administrative duties within the agency, the formulation and completion of the DSS 1571, assists responsible for the preparation, organization and implementation of disaster teams, and assists Director as it relates to the operations of the agency. This position is required to ensure that the staff of the administrative unit process consumers that utilize our agency in a timely, accurate and courteous fashion. This position is also responsible for budgetary duties that include but are not limited to the DSS 1571 upload and the monitoring of agency revenues and expenditures within our agency budget.

This position also performs the following fiscal duties that include but are not limited to reviewing accounting transactions, reviewing and authorizing payee account transactions, overseeing and reviewing payee account balances, overseeing and reviewing the accuracy and timeliness of the agency payroll, and the transactions and revenues of the entire agency. This position also performs personnel actions that include but are not limited to the oversight of the completion of personnel action forms,

the oversight of the personnel database, the explanation and implementation of agency policy to employees, the interpretation and explanation of employment law acts that include but are not limited to the Family Medical Leave Act and Fair Labor Standards Act to employees.

This position provides a wide variety of complex administrative tasks requiring initiative, independent judgment, an extensive working knowledge of county, state, and federal programs, laws, and policy. The position functions with significant independence. The position has the authority to delegate specialized duties to other staff within their department. This position also communicates with as well as work with agency employees, state offices, other county departments and management. A high degree of discretion and tact is required. Work is performed under the supervision of the Director and is reviewed through observation of results, conferences, reports and periodic evaluations. This position is the Medicaid Transportation Supervisor. This position will complete assessments, issue gas cards, follow policy in distributing Non-Emergency Medical Transportation needs to clients. This position ensures that the primary transportation worker has completed the DHB 2055 Medicaid Transportation Report that is due monthly.

The individual in this position normally works from 8:00 am to 5:00 pm Monday through Friday but other times as determined by the work and/or the Director. Overtime may occasionally be necessary as determined by the Director.

II. Duties and Responsibilities

Internal Planning/Budgeting/Fiscal Management – 45%

This position is responsible for planning and directing the work of the accounting and reception employees. The accounting staff are engaged in maintaining the agency general revenue and expense accounts, preparing payrolls, purchasing supplies, equipment purchases and maintenance, preparing reports and maintaining records regarding the agency financial obligations.

This position reviews and signs requests for payments, payee account checks, and any other financial document related to procurement within the agency. It provides administrative oversight and support for all program areas within the agency, responsible for preparing the agency annual budget and the subsequent monitoring and evaluation of the status of the various agency accounts and records.

This position assists the Director in the overall administrative functions of the department, and in the formulation of the agency policies and procedures. This position works with other supervisors in budgetary needs for their units, provides support with their concerns in their departments within the agency, makes decisions and takes action to procure the necessary supplies and equipment for agency operations and makes decisions on operating and administrative problems in accordance with agency policies, procedures and precedents.

This position is responsible for assisting the Board of Social Services members with information and reports, reviews the financial reports with the board each month. This position also reviews and develops all contracts needed by the agency with vendors for the purpose of program requirements. Ensures that the most updated forms are used, forms are accurately and completed in full by our agency when returned, and contain all the required forms by the state of North Carolina. Assures that the budgeted amounts on contract with each vendor are not exceeded. If needed, amendments to contracts related to this matter will be developed.

The person in this position may be assigned other duties as determined by the Director.

The person in this position may be placed on emergency duty and/or asked to manage a shelter for displaced persons in the event of a man-made or natural disaster. This includes disaster planning, response and recovery.

Supervision, Personnel & Recruitment – 35%

This position is responsible for the supervision of the Accounting Technician III, Interpreter and the Public Information Assistant IV's positions. This position is responsible for instructing the employees it supervises on the specifics of their job duties and checking work closely until it is determined tasks are performed at acceptable standards. This position evaluates the work of the employees it supervises informally on a regular basis and also through formal evaluations. This position will also counsel and invoke disciplinary action if needed based upon job performance and/or personal conduct as deemed necessary. This position also assists in the resolution of complaints directed towards the units and employees in which they supervise.

This position serves as a member of agency management team which continuously plans for agency goals, needs, internal policy, implementation of new programs and staff. This position working closely with Director and other members of the agency management team in the overall daily management activities of the agency and with other county / state personnel as necessary for the day-by-day operations of the agency. This position also works closely with the agency Director on personnel matters and policy implementation. This position organizes and maintains personnel files on each employee. This position assists the Director in the formation and dissemination of written warnings and performance improvement plans if needed.

This position serves as the personnel supervisor for the agency. This includes but is not limited to the overview of agency personnel to ensure compliance with agency, county, state and federal laws and policy. This position is responsible to ensure that agency practices do not conflict with any of the following laws and policy that include but are not limited to the agency general protocol, the county personnel manual, Fair Labor Standards Act, State Human Resources Act American with Disabilities Act, the Family Medical Leave Act, and the Civil Rights Act. This position holds conversations and discussions with employees, supervisors and/or upper management as needed for when these laws/policies apply. This position also assists in the compilation of in-house policies.

This position signs forms for hiring or personal changes within guidelines from the Director and can act in the role of the Director related to delegated personnel employment law acts that include but are not limited to the Family Medical Leave Act and Fair Labor Standards Act to employees. This position also reviews, edits and assists with all personnel actions within the agency and confers with management team members. These personnel actions include but are not limited to the oversight of the completion of personnel action forms, reviews, edits and confers with management team members and supervisors related to personnel letters and decisions. This position is a vital member of the management team of the agency due to its heavy involvement in personnel and the agency budget which plays some part in many decisions in the agency. This position assists the Director and Supervisors with interviews for management positions.

This position is qualified by the state to process the applications by screening and qualifying of applicants for vacant positions within our agency. This position assists in the responsibility for the preparation of notices and advertisements for open positions. This position maintains hiring records for chosen applicants of positions within the agency, responsible for the orientation for all new hires to our agency and assures that the documentation needed for the personnel database have been

completed.

Assists the Director – 15%

This position helps to assist the director in a variety of ways that includes but are not limited to the management of fiscal resources that helps to meet the program requirements of federal and state mandated programs. This position also assists in the analysis of new policies to assist the agency through changes when needed. This position helps to provide leadership to various workgroups within the agency which are developing strategies for solving agency problems.

This position handles public complaints or concerns by investigating situations and analyzing public feedback for trends, assist in developing training plans, procedural changes, or other actions indicated by feedback and approve reports requiring Director's signature when Director is not available.

Other Duties – 5%

This positions functions as the Primary Security Officer and is backup Safety Officer. This position must have some knowledge of all agency programs, services, policies and procedures and uses judgment in determining approach and methodology. This position is responsible for the preparation, organization and implementation of disaster teams from our agency. This position maintains a shelter list and schedules shelter teams in the event of shelters being opened in the time of a disaster. This position ensures the shelter kits necessary to operate the shelter are maintained. This position also schedules Red Cross training for staff annually. This position works closely with the Emergency Management department within the county to provide input and direction related to operations conducted and services provided prior to, during and after a natural disaster. This position in the event of a disaster will be required to serve in the Emergency Operations Center or perform shelter duty.

IV. Knowledge, Skills and Abilities

The person in this position should possess:

- Considerable knowledge of modern office procedures, practices and equipment.
- General knowledge of the principles and practices of public administration and business administration.
- Good working knowledge of personnel policies and practices.
- Knowledge of accounting principles and practices, especially the State of North Carolina budgeting principles for Social Services offices.
- Knowledge and understanding of human nature and basic human services people skills, especially a working knowledge and application of the seven practice principles of human service interaction.
- Ability to exercise judgment and discretion in applying and interpreting policies and procedures.
- Ability to plan, assign and review the work of others.
- Good oral and written communication skills
- Ability to understand and apply mathematical concepts.
- Ability to establish and maintain effective working relationships with associates, officials, agency staff and others.

V. Minimum Education and Experience

Graduation from a four-year college or university and one year experience in personnel, budgeting, research or administrative management; or an equivalent combination of education and experience in the planning and management of a business or government program.

VI. Signatures indicate agreement with all information provided, including designation of essential functions.

Supervisor's Certification

I certify that (a) I am the immediate Supervisor of this position, that (b) I have provided a completed and accurate description of responsibilities and duties and (c) I have verified (and reconciled as needed) its accuracy and completeness with the employee.

Signature: _____ Title: _____ Date: _____

Employee's Certification

I certify that I have reviewed this position description, completed by the above named immediate Supervisor, is completed and accurate.

Signature: _____ Title: _____ Date: _____

Director's Certification

I certify that this is an authorized, official position description of the subject position.

Signature: _____ Title: _____ Date: _____

Commissioners
 Bennie Heath - Chairman
 James T. Shackelford-Vice Chair
 Jerry Jones
 Susan Blizzard
 Derek Burress



County Manager
 Kyle J. DeHaven
 Interim Finance Officer
 Landon Price
 County Attorney
 Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: BA; EMS

Date: September 6, 2022

A BA is needed as the new ambulance ordered earlier in the year is complete. Recall, the repurposed ARP funds will be used for this expense.

Action Recommended:

Motion to approve the BA as presented

Board Action is Needed

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www.greenecountync.gov

The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment

GREENE COUNTY

LINE ITEM TRANSFER/BUDGET AMENDMENT

8/31/22

Emergency Services

LINE ITEM TRANSFER					
<u>FROM</u>			<u>TO</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
Total		\$ -	Total		\$ -

BUDGET AMENDMENT					
<u>REVENUES</u>			<u>EXPENDITURES</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
FBA	11198-439800	\$ (275,000.00)	Capital Outlay	11443-530200	\$ 275,000.00
Total		\$ (275,000.00)	Total		\$ 275,000.00

Explanation: Expense for ambulance order placed in FY21.

Requested by:

Approved by:

Brock Kearney

G4

Commissioners
Bennie Heath - Chairman
James T. Shackleford-Vice Chair
Jerry Jones
Susan Blizzard
Derek Burress



County Manager
Kyle J. DeHaven
Interim Finance Officer
Landon Price
County Attorney
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: BA; Recreation

Date: September 6, 2022

Funds are needed to cover the cost of cameras installed at the recreation Complex. This project had previously been approved and is now complete.

Action Recommended:

Motion to approve BA as Presented

Board Action is Needed

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www.greenecountync.gov

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9/6/2022

Requested by:

Approved by:

Commissioners
 Bennie Heath - Chairman
 James T. Shackelford-Vice Chair
 Jerry Jones
 Susan Blizzard
 Derek Burrese



County Manager
 Kyle J. DeHaven
 Interim Finance Officer
 Landon Price
 County Attorney
 Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Appointment; ABC Board

Date: September 6, 2022

An Appointment to the ABC is needed. At our last meeting, we were operating under the impression that two members were needed, the state has confirmed that only one is needed. The position was advertised as is desired by the Board of Commissioners. We have an applicant, Mr. Bobby Taylor. The ABC Board request the reappointment of Mr. Taylor.

Action Recommended:

Motion to reappoint Mr. Taylor to the ABC Board.

Board Action is Needed

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www.greencountync.gov

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Application for Appointment to Greene County Advisory Boards and Commissions

1 Application for Appointment to:

Board /
Committee

GC. ABC Board

2

About You

Robert L Taylor Jr "Bobby"

2525262970

Name (above)

Phone Number (above)

609 Kingold Blvd Snow Hill

Address (above)

bobby@greeneridgecc.com

Email Address (above)

self

Occupation (above)

If necessary, please use the back of this form to answer the following questions:

ABC, DOT, Planning Board & Hill

Current volunteer activities/other Board & Commissions (above)

~~Reappointment~~ To continue serving and to get new store built for ABC

Why are you interested in serving on this Board? (above)

3

Policy

- All Boards/Committees shall have an appropriate membership regarding race, gender, and geographical location, when applicable and possible.
- Boards/Committees Vacancies shall be advertised in the local newspaper, on the County Website, on County Social Media, and at Commissioner's meetings at least one month before appointments are needed
- Citizens interested in serving on a board/committee shall complete an application available from the Clerk to the Board or online at Greenecountync.gov before being considered for nomination.
- The Board of Commissioners will be provided, by the Chairperson of the board/committee, an annual list of Board/Committee members whose terms are set to expire that calendar year. The Board shall make every effort to make appointments during the month for which they are due. In the event of an expired term, members shall continue to serve until a new member is appointed. The Board of Commissioners shall make appointments to fill unexpired terms, created by resignation, removal, or other causes, as expeditiously as possible.
- The Greene County Board of Commissioners shall make all appointments, by giving due consideration to the needs of Greene County, and in conjunction with available applications for appointment. Requested reappointments to the board/committee will be given preference as requested by the board to which the reappointment is being made.
- New board appointees shall be oriented by the Agency Director or Chairperson of the Committee. Appointee shall follow the rules and procedures of their respective Regional and State Board/Committee to such extent as their bylaws superseded the County's policy. Failure to meet the qualifications as deemed appropriate by the respective board/committee may result in the removal of the board.
- The Greene County Board of Commissioners requests that each Board/Committee to which they make appointments adopt a 75% per year attendance policy applies to all appointees and enforce such policy through written notification to the Board of Commissioners. When the Board of Commissioners has been notified, that appointees failed to maintain the required 75%-year attendance, the appointee will be replaced. The appointee will be notified by letter from the Chairperson, with a copy of the Board Appointment Policy attached, that they have been replaced due to their failure to attend the required percentage of meetings.
- The Greene County Board of Commissioners requests that all Boards/Committees to which they make appointments communicate and provide written minutes if requested by the Board.
- In order to allow more individuals an opportunity to serve on Greene County Boards/Committees, the County Commissioners establish a limit of time an individual can serve, unless specified by a State or Regional Board or requested reappointments. The term limit shall be three full terms with 3 years per term. Filling an unexpired term or probationary term does not count toward the term limits.

4

Signature

I understand the responsibilities/policy of serving as a board member and affirm that the information in this application is true and correct.

X

Signature (above)

5/26/22

Date (above)



Media of East Carolina

Key West Citizen - Florida Free Press - Paradise

The Daily Reflector - The Daily Advance - The Rocky Mount Telegram

Bertie Ledger - Chowan Herald - Duplin Times - Farmville Enterprise - Perquimans Weekly

Standard Laconic - Tarboro Weekly - Times Leader - Williamston Enterprise

PO Box 1967 Greenville NC 27835 - (252) 329-9500

Date: August 18, 2022

Ad Proof

PUBLIC NOTICE

The Greene County Board of Commissioners requests applications from citizens interested in serving on the following boards. You may obtain an application from the Greene County Manager's Office, 229 Kingold Blvd., Suite D, Snow Hill, NC 28580 or on the County Website (www.greenecountync.gov). Applications should also be turned in to the Greene County Manager's Office. Any questions call 252-747-3446.

Greene County ABC Board
1 Member

8/25/22

- LEGAL AD PROOF -

Thank you for advertising with us! This is the proof of your ad scheduled to run on the dates indicated below. If changes are needed, please contact Rich Patterson by phone at (252) 329-9523 or email at rpatterson@reflector.com.

CUSTOMER INFORMATION

Account #: 104133
Company Name: GREENE COUNTY, NC
Address: 229 KINGOLD BLVD
SNOW HILL NC 28580
Telephone: (252) 747-3446
Email: kathy.mooring@greenecountync.gov

AD INFORMATION

Ad ID: 426423
Run Dates: 08/25/22 to 08/25/22
of Inserts: 2
of Lines: 16
Ad Class: 42
Account Rep: Rich Patterson
Phone #: (252) 329-9505
Email: customer care@apgenc.com

Total Cost: \$32.00
Ordered By:
Description: PUBLIC NOTICE

Publications	Start Date	End Date	# of Insertions
The Standard Snow Hill	08/25/22	08/25/22	1
TheStandard.com	08/25/22	08/25/22	1

Kathy Mooring

From: Kyle DeHaven
Sent: Monday, August 22, 2022 1:32 PM
To: Kathy Mooring
Subject: FW: [External] FW: Appointment of Mr. Connor
Attachments: ABC Board re-appointment.doc

Please add to the agenda

From: Trey Cash <trey.cash@greencountync.gov>
Sent: Monday, August 22, 2022 11:06 AM
To: Kyle DeHaven <kyle.dehaven@greencountync.gov>
Subject: FW: [External] FW: Appointment of Mr. Connor

Trey

From: Woolard, Quinn <quinn.woolard@abc.nc.gov>
Sent: Saturday, August 20, 2022 3:26 PM
To: Trey Cash <trey.cash@greencountync.gov>
Subject: RE: [External] FW: Appointment of Mr. Connor

Ok, so thinking out a bit of strategy and guidance. The below is our spreadsheet table I have been updating for all the ABC boards.

That is what I have listed currently but the attached letter does not reference any kind of term expiration dates, so it's not airtight. Maybe one of the two current serving members has a term expiration date that is not the same as the other – but it hasn't been verified yet.

- If two members are both to have term expirations next May Strong recommendation for the board to make sure terms are realigned at that time. With “3rd Seat” appointment soon, it would make a 2025 term expiration which is great. In May 2023, if Hill & Connor are both reappointed, one of the two guys should have a ONE YEAR ONLY reappointment through 2024. Then going forward if everybody is appointed for three years it would ensure board remains staggered. 2024 / 2025 / 2026
- Other option to potentially verify: “Oaths of Office” for Hill & Connor if the county has those or the actual members SHOULD, the begin term & end term dates should be on there and could be formally verified.
- Going forward, someone in the county needs to keep more accurate records, and I try to encourage ABC boards to keep all this info on file and track dates to be able to liaise with appointing authority when reappointments are needed. I have been advised that ABC boards should have oaths of office on file for board members but I do not see those left & right either.

date		Term exp date	Apptmt		
GREENE COUNTY ABC BOARD		Dana Hill	BM	1/11/2021	May 202
Greene County ABC Board		William Connor	BM	6/8/2020	May 202
Greene County ABC Board		VACANT (Robert Taylor /TBD)	BM	TBD – 3 rd Seat	TBD

Sincerely,

Quinn

Quinn Woolard

Program Analyst, Local ABC Board Audit
North Carolina ABC Commission
400 E. Tryon Rd, Raleigh, NC 27610
e-mail: Quinn.Woolard@abc.nc.gov

<https://boards.abc.nc.gov/>

Email correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized state official.

From: Trey Cash <trey.cash@greene-county-nc.gov>
Sent: Saturday, August 20, 2022 12:45 PM
To: Woolard, Quinn <quinn.woolard@abc.nc.gov>
Subject: Re: [External] FW: Appointment of Mr. Connor

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Can you send me what you currently have for the Greene County ABC Board. So we can present it to the commissioners?

Trey

From: Woolard, Quinn <quinn.woolard@abc.nc.gov>
Sent: Saturday, August 20, 2022 1:14:07 PM
To: Trey Cash <trey.cash@greene-county-nc.gov>
Subject: RE: [External] FW: Appointment of Mr. Connor

Alright thanks and appreciate the help! I have listed the two members with expiration of "May 2023."

Sincerely,
Quinn

Quinn Woolard

Program Analyst, Local ABC Board Audit
North Carolina ABC Commission
400 E. Tryon Rd, Raleigh, NC 27610
e-mail: Quinn.Woolard@abc.nc.gov

<https://boards.abc.nc.gov/>

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From: Trey Cash <trey.cash@greene-county-nc.gov>
Sent: Thursday, August 18, 2022 1:11 PM
To: Woolard, Quinn <quinn.woolard@abc.nc.gov>
Subject: RE: [External] FW: Appointment of Mr. Connor

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You are right. Dana was to fill the remainder of Mr. Hines term.

Trey

From: Woolard, Quinn <quinn.woolard@abc.nc.gov>
Sent: Thursday, August 18, 2022 10:51 AM
To: Trey Cash <trey.cash@greenecountync.gov>
Subject: RE: [External] FW: Appointment of Mr. Connor

So, scratch part of that

Dana Hill we show Jan 11, 2021 based on what board likely entered, just need to verify his "Term Expiration Date."

Sincerely,
Quinn

Quinn Woolard
Program Analyst, Local ABC Board Audit
North Carolina ABC Commission
400 E. Tryon Rd, Raleigh, NC 27610
e-mail: Quinn.Woolard@abc.nc.gov

<https://boards.abc.nc.gov/>

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From: Woolard, Quinn
Sent: Thursday, August 18, 2022 9:47 AM
To: Trey Cash <trey.cash@greenecountync.gov>
Subject: RE: [External] FW: Appointment of Mr. Connor

Ok, I understand.

For Dana Hill, would it be accurate to list June 2020 – May 2023 for term duration just like William Connor?

If we can get that question answered, that would tie up the loose end, until a new member is appointed.

Thanks for your help

Sincerely,
Quinn

Quinn Woolard
Program Analyst, Local ABC Board Audit
North Carolina ABC Commission
400 E. Tryon Rd, Raleigh, NC 27610
e-mail: Quinn.Woolard@abc.nc.gov

<https://boards.abc.nc.gov/>

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From: Trey Cash <trey.cash@greenecountync.gov>
Sent: Thursday, August 18, 2022 8:58 AM
To: Woolard, Quinn <quinn.woolard@abc.nc.gov>
Subject: Re: [External] FW: Appointment of Mr. Connor

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Mr. Hines passed away. Dana Hill was appointed in his place.

We are advertising for Mr. Taylor position. I believe he will apply again.

Trey

From: Woolard, Quinn <quinn.woolard@abc.nc.gov>
Sent: Thursday, August 18, 2022 9:55:56 AM
To: Trey Cash <trey.cash@greenecountync.gov>
Subject: RE: [External] FW: Appointment of Mr. Connor

Morning Trey,
Thanks for an update! To recap –

- BM Connor we have listed with a June 2020 start date, and I have added term expires May 2023. *So that resolves info for one ABC board member.*
- We have no record of “Mr. Hines” and have a Dana Hill listed. *Do you have full name for Mr. Hines and if he was appointed for a three-year term ending in May 2023?*
- *So, Chair Taylor’s seat is officially vacant and being advertised?*

Sincerely,
Quinn

Quinn Woolard
Program Analyst, Local ABC Board Audit
North Carolina ABC Commission
400 E. Tryon Rd, Raleigh, NC 27610
e-mail: Quinn.Woolard@abc.nc.gov

<https://boards.abc.nc.gov/>

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From: Trey Cash <trey.cash@greenecountync.gov>
Sent: Thursday, August 18, 2022 7:10 AM
To: Woolard, Quinn <quinn.woolard@abc.nc.gov>
Subject: [External] FW: Appointment of Mr. Connor

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Hey Quinn,

We found this in the records for Mr. Connor. Mr. Taylor's position is being advertised.

Trey

From: Kathy Mooring <kathy.mooring@greencountync.gov>

Sent: Thursday, August 18, 2022 8:05 AM

To: Trey Cash <trey.cash@greencountync.gov>

Subject: Appointment of Mr. Connor

Kathy Mooring

Deputy Clerk/Administrative Assistant

Greene County

229 Kingold Blvd, Suite D

Snow Hill, NC 28580

Phone: (252) 747-3446

kathy.mooring@greencountync.gov

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Commissioners
Bennie Heath - Chairman
James T. Shackleford-Vice Chair
Jerry Jones
Susan Blizzard
Derek Burrese



County Manager
Kyle J. DeHaven
Interim Finance Officer
Landon Price
County Attorney
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Acceptance of Bids, Award of Contract; Creek Snagging, 2022

Date: September 6, 2022

A formal bid packet was advertised for recently awarded Creek Snagging funds from the State of NC. 7 Bids were received. After careful analysis, Mr. Rodney Taylor, of Soil and Water recommends the bid presented by Grillot Construction, LLC. Contract Language has been agreed to and await the approval of the Board of Commissioners. Mr. Taylor and the County Manager will be available for questions at this time.

Action Recommended:

Motion to accept the bids and approve the contract to recommended company

Board Action is Needed

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www.greencountync.gov

The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment

08-10-22 NOON

[illegible]

SERVICE AGREEMENT

NORTH CAROLINA GREENE COUNTY

THIS CONTRACT is made, and entered into this the 6th day of September, 2022, by and between **GREENE COUNTY**, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "COUNTY"), and **GRILLOT CONSTRUCTION, LLC**, a North Carolina limited liability company, (hereinafter referred to as "CONTRACTOR").

NOW THEREFORE, for and inconsideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the County and the Contractor covenant and agree as follows:

1. SCOPE OF SERVICES. Contractor hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in the County's Request for Bids and Contractor's Response thereto. Unless otherwise specified herein, the Contractor shall perform all work identified in the Request for Bids and the Contractor's Response thereto. The parties agree that the scope of work and services is a description of the Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by the Contractor impractical, illogical or unconscionable. Time is of the essence with respect to all provisions of this Contract that specify a time for performance.

2. TERM OF CONTRACT. The Contractor shall commence the work herein described within 30 days from the date of Notice to Proceed and will complete work by December 31, 2024, unless the period for completion is extended by the County in writing or this contract is terminated as provided herein.

3. PAYMENT TO CONTRACTOR. Contractor shall receive from County an amount not to exceed the sum of \$297,309.00 Dollars and Zero Cents (\$297,309.00) for the provision of services hereunder. It is acknowledged by the Contractor that this amount is the maximum payable and constitutes a limitation upon the County's obligation to compensate Contractor for Contractor's services related to this Agreement. Unless otherwise stated herein, no amount shall be paid to Contractor to reimburse Contractor's expenses. Contractor shall submit an itemized invoice to County at the completion of all Services. Payment will be processed promptly upon receipt and approval of the invoice by County.

4. INDEPENDENT CONTRACTOR. County and Contractor agree that Contractor is an independent contractor and shall not represent itself as an agent or employee of County for any purpose in the performance of Contractor's duties under this Contract. Accordingly, Contractor shall be responsible for payment of all federal,

state and local taxes as well as business license fees arising out of Contractor's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

5. WORKMANSHIP. Contractor, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies. All work shall be completed in a workman like manner and

6. IDEMNITY. the Contractor agrees to indemnify and defend the County and to hold harmless the County, and any officer, agent, employee, or affiliate of County, against and from any and all losses, claims, penalties, fines, damages, settlements, judgments, costs, charges, expenses or liabilities, including any award of attorney fees and any award of costs by or on behalf of any person, firm, or corporation in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, agent, employee, affiliate, invitee, subcontractor, or sub licensee of the Contractor arising out of or resulting from Contractor's performance of this Contract or the actions of the Contractor or its officials, employees, or contractors under this Contract or under contracts entered into by the Contractor in connection with this Contract. To the extent considered necessary by the County Manager, any sums due to the Contractor under this Agreement may be retained by the County until all of the County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld by the County shall not be subject to the payment of interest. This indemnification shall survive the termination of this Contract.

7. INSURANCE. As a condition precedent to the effectiveness of this Agreement, the Contractor, at the Contractor's sole expense, during all terms of this Agreement, including any extension, shall provide proof of and maintain adequate insurance coverage as stated herein. The Contractor's insurance shall be the primary insurance of all applicable policies. Specifically, the Contractor shall maintain a Commercial General Liability Policy with limits not less than \$1,000,000 per occurrence / \$2,000,000 aggregate --Bodily Injury Liability, and \$100,000 --Property Damage Liability, or \$1,000,000 per occurrence / \$2,000,000 aggregate --- Combined Single Limit Bodily Injury and Property Damage and Worker's Compensation Insurance with minimum limits of \$100,000. The Contractor shall provide the County with valid Certificates of Insurance prior to the start of any work contemplated by this Agreement. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each

insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

8. **HEALTH AND SAFETY.** The Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during the performance of the work. Contractor shall comply with all applicable environmental, health, safety and security laws and regulations of the State of North Carolina. Compliance shall represent minimum standards of the Contractor.

9. **DUTIES.** The Contractor shall perform the Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and final product shall be comparable to the best local and national standards. The Contractor represents that Contractor is qualified to perform the work; that Contractor's services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances; and, warrants that all persons employed shall be fit and qualified to carry out the work.

10. **INSPECTION.** The Contractor shall allow representatives of the County to inspect and observe the work at any and all times.

11. **NON-DISCRIMINATION IN EMPLOYMENT.** Contractor shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. Contractor shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event Contractor is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by County, and Contractor may be declared ineligible for further County contracts.

12. **GOVERNING LAW; VENUE.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. Exclusive venue for any action relating in any way to this Contract shall be brought in the General Court of Justice in the County of GREENE and the State of North Carolina.

13. **TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall beginning upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract. This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law. Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

14. SUCCESSORS AND ASSIGNS. Contractor shall not assign its interest in this Contract without the written consent of County. Contractor has no authority to enter into contracts on behalf of County.

15. COMPLIANCE WITH LAWS. Contractor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws. Further, Contractor shall solely be responsible for obtaining and complying with any and all federal, state and local permits.

16. NOTICES. All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

COUNTY OF GREENE
Attn: Kyle DeHaven
229 Kingold Blvd.
Snow Hill, NC 28580

GRILLOT CONSTRUCTION, LLC
Attn: Jason Cox
176 Mine Lake CT, Suite 100
Raleigh, NC 27615

17. AUDIT RIGHTS. For all Services being provided hereunder, County shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the forgoing, Contractor must make the materials to be audited available within one (1) week of the request for them.

18. COUNTY NOT RESPONSIBLE FOR EXPENSES. County shall not be liable to Contractor for any expenses paid or incurred by Contractor, unless otherwise agreed in writing.

19. ANNUAL APPROPRIATIONS AND FUNDING. This Agreement may be subject to the annual appropriation of funds by the GREENE County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

20. EQUIPMENT. Contractor shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

21. ENTIRE CONTRACT. This Contract, including documents incorporated by reference, shall constitute the entire understanding between County and Contractor and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

22. HEADINGS. The subject heading of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

23. EXISTENCE. Contractor warrants that it is a limited liability company duly organized, validly existing, and in good standing under laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

24. CORPORATE AUTHORITY. By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the Contractor.

25. IRAN DIVESTMENT ACT CERTIFICATION. As of the date of this Agreement, Contractor certifies that: (i) he is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143C-6A-4 (the "Final Divestment List"), and (ii) Contractor will not utilize any subcontractor performing work under this Agreement which is listed on the Final Divestment List.

26. E-VERIFY CERTIFICATION. If applicable, Contractor certifies that he shall comply with Ch. 64 ("Aliens"), Article 2 ("Verification of Work Authorization") of the North Carolina General Statutes.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized office or agent.

GRILLOT CONSTRUCTION, LLC

By: _____

Print Name:
Title:

GREENE COUNTY

By: _____

Print Name:
Title:

This instrument has been pre-audited in the Manner required by the Local Government and Fiscal Control Act.

GREENE COUNTY

By: _____
Print Name:
Finance Officer

Commissioners
 Bennie Heath - Chairman
 James T. Shackelford-Vice Chair
 Jerry Jones
 Susan Blizzard
 Derek Burrese



County Manager
 Kyle J. DeHaven
 Interim Finance Officer
 Landon Price
 County Attorney
 Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: DEPS Security Agreement

Date: September 6, 2022

Mr. Greg Smith, of DEPS has formally notified the County of the need for a revised contract. The main concern for the need for a new contract is the cost of labor. The initial contract was at a contract rate of \$16.00/hour in July of 2019. The cost of labor has increased substantially since then and he has asked for us to consider \$19.50/hour/Officer. This is competitive with our market, but more cost effective than hiring our own. The County Manager and Attorney will be available for questions at this time.

Action Recommended:

Motion to approve Agreement for Services

Board Action is Needed

229 Kingold Blvd., Suite D • Snow Hill, NC 28580 • (252) 747-3446 • FAX (252) 747-3884
www.greencountync.gov

The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment



DEPS Safety & Security Services

Agreement for Services

THIS AGREEMENT, made by and between Greene County, North Carolina, located at 229 Kingold Blvd, Snow Hill, NC (hereinafter referred to as "CLIENT"), and DEPS SAFETY & SECURITY SERVICES, INC, a North Carolina S Corporation, with an office located at 213 Airport Rd., Kinston, NC 28501 (hereinafter referred to as "DEPS"), have duly entered into this Agreement on _____ (hereinafter referred to as "Commencement Date") for an initial term of twelve (12) months beginning on the Commencement Date.

WITNESSETH:

WHEREAS the Client desires that DEPS furnish services, as described more fully herein, to the premises, Greene County Courthouse located at 301 North Greene Street, Snow Hill, NC. Now, therefore in consideration of the terms and conditions contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree to the following:

SECTION 1 - TERMS:

- 1) The services are to be furnished by DEPS and shall commence at 00:01 (12:01 AM) on the ____ day of _____, _____ and shall continue until 00:00 (12:00 AM) of the ____ day of _____, _____.
- 2) During the term of this Agreement, Client agrees to employ the services of DEPS, and DEPS agrees to provide services as described in the attached Addendum A (Schedule), and Client agrees to the days and hours set forth in Addendum A.
- 3) DEPS recognizes eight (8) holidays which will commence at 00:01 (12:01 AM) on the day of the holiday and will end 00:00 (12:00 AM) on the day of the holiday, which are:
 - a) New Year's Day (January 1st)
 - b) Easter Sunday (Variable)
 - c) Memorial Day (Last Monday in May)
 - d) Independence Day (July 4th)
 - e) Labor Day (First Monday in September)
 - f) Veterans Day (November 11th)
 - g) Thanksgiving (4th Thursday in November)
 - h) Christmas Day (December 25th)

- 4) Client agrees to compensate DEPS for the services described herein at a rate of \$19.50 per hour, per Officer for all regular hours as set forth in Addendum A. The rates will be invoiced at time and a half (1.5 times regular rate) for all holiday hours (as described in Section 1.3 above). Overtime will be invoiced at time and a half (1.5 times regular rate) and shall be billed in situations where the Client fails to provide adequate time to schedule Officers, or if there is a particular officer that Client requests where said services will result in that particular officer's services will exceed 40 hours in a pay period, as determined by DEPS. Any request for immediate additional security coverage, without at least 48 hours' notice in advance, will incur billable overtime. This shall not include emergency situations (i.e., severe weather, natural disasters, power outages or dangerous conditions due to damage incurred to the property) or overtime situations that are caused by DEPS or its employees.
- 5) The above rate shall become effective as of the commencement date stated in Section 1.1 and shall remain in place for the term of the agreement. Ninety (90) days prior to the expiration date of this agreement written notice may be provided to either party by first class certified mail, hand delivery, or by email of the desire to extend the Agreement or commence negotiations of Agreement changes. In the absences if such notice or any consensus as to modification, the Agreement will automatically renew from year to year for a total of two (2) years.
- 6) In the event that the mandatory minimum hourly wage is increased by Federal, State, or Local Laws or Regulations in any jurisdiction wherein services are to be provided, or new benefits shall be required during the term of this Agreement either by Federal, State, or Local Laws or Regulations. Then the hourly rate set forth in Section 1.4 shall increase in the amount to cover said cost. This rate will be submitted by first class certified mail, hand delivery, or by email of the increase and will become effective on the same date of any such changes to the law or regulations.
- 7) Client and DEPS agree that either party may terminate this Agreement with or without cause by thirty (30) day advance notification by first class certified mail, hand delivery, or by email of the party's intention to terminate this Agreement. Should the Client experience a substantial deficiency in performance, the DEPS Owners or Directors must be notified by first class certified mail, hand delivery, or by email of the deficiency. DEPS will have fifteen (15) days from the date of receipt of such notice in which to remedy such deficiency. If the Client determines that the deficiency was not resolved within fifteen (15) days, the Agreement will automatically terminate without further action or notice and all obligations or responsibilities under this Agreement will cease on the behalf of both parties. DEPS reserves the right to terminate this Agreement for cause with a fifteen (15) day notice of said cause. If the Client does not wish to have DEPS complete either the thirty (30) days without cause or the fifteen (15) days with cause. DEPS will honor the wishes, but the client will still invoice the remaining hours entitled to DEPS, nonetheless.

- 8) If the Client is dissatisfied with the quality of services, it may not unilaterally deduct or withhold any amount(s) from invoices but shall comply with the terms and conditions of the Agreement to resolve any deficiencies with DEPS.
- 9) Should a condition arise which, in the Client's consideration, requires a substantial increase in the number of personnel assigned, or degree of service different than initially estimated, DEPS shall have a reasonable time within which to provide staffing and coverage for said services. In the event of a strike, walkout, slowdown, work stoppage, or other labor disputes or difficulty by Client's employees or DEPS employees, whether contrary to a labor agreement or not, DEPS and Client agree to negotiate a change in rates change as set forth in Section 1.4.

SECTION 2 - SERVICES:

- 1) It is specifically understood that DEPS has not reviewed all security requirements of Client and only agree to provide the number of personnel (Armed or Unarmed) requested by Client. DEPS makes no representation that the security requested is reasonably adequate for the Client's purpose. DEPS relies upon Client's knowledge and investigations as to the number and type of security personnel required to fulfill the services requested of DEPS.
- 2) During the terms of this Agreement Client agrees to use DEPS, and DEPS agrees to provide services specifically described in Addendum B.
- 3) All services provided are to be performed within the property boundaries of Clients location. DEPS holds the right to request a copy of the Client's deed or lease.
- 4) The type and nature of the services listed in Addendum B may not be varied without prior notification of DEPS's Owners or Directors by first class certified mail, hand delivery, or by email of the desired modifications and will not go into effect until all modifications can be amended to Addendum B and executed to the Agreement by both parties.
- 5) If at any time Client assigns any DEPS employee a duty that is not set forth in Addendum B of this Agreement, Regulation, and/or Guidelines, Client assumes complete responsibilities therefor.
- 6) DEPS will provide Client with a Daily Activity Report (DAR) outlining the day's events of DEPS employees, unless an emergency arose that would prevent the DEPS employee from completing their DAR.
- 7) DEPS will provide an Incident Report of any incident that would require of further review, medical attention either by a DEPS employee or Emergency Medical Services (EMS), Law Enforcement, or any other emergency that DEPS or the Client list in Addendum B.

- 8) Client is responsible for providing DEPS and its employees with unrestricted access to the location that is reasonably related and necessary to provide any services listed in Addendum B.
- 9) Client is responsible to disclose to DEPS's Owners and Directors all conditions and circumstances at the location which may present a risk of injury to DEPS and its employees or their property in connection with the services laid forth in Addendum B.
- 10) Client shall notify DEPS as soon as possible of any threats, actions, or suggestions that come to their knowledge of anyone or thing presenting a threat to a DEPS employee.

SECTION 3 - PAYMENT AND INVOICING

- 1) DEPS shall invoice Client on a weekly basis regardless of their contract payment terms.
- 2) Client's invoices are deemed accurate and correct, unless notice is provided by phone or in writing by first class certified mail, hand delivery, or by email of the deficiency within seven (7) days of the invoice or ten (10) days from the delivery of any statement, whichever is earlier, specifically stating any objections or it will be deemed waived. Delivery of said notice to our personnel at any place other than our offices shall not be valid. If an objection is taken, the invoice must be paid, unless otherwise agreed, and all credits, if any, will be credited towards the next invoice. The only objection to invoices that will be considered is invalid hours worked, not to the quality of the service rendered. No deductions shall be taken for any reason other than those stated herein.
- 3) Terms of Payment will be net 15 days and will begin upon receipt of the invoice.
- 4) Client shall be responsible for any verbal agreement to provide extra personnel at a short notice, that is agreed upon by both parties, and will be invoiced on the next invoice.
- 5) A late fee of three (3) percent per month will be charged to overdue accounts, plus collection and attorney fees where applicable.
- 6) The Parties agree that in the event a dispute should arise to any of the terms of this Agreement, that this Agreement shall be governed by General Courts of Justice of the State of North Carolina and that the proper venue for any action shall be in Lenoir County, North Carolina.
- 7) DEPS shall have the right to terminate this Agreement upon twenty-four (24) hours' notice for if Client shall fail to pay any valid invoices within fifteen (15) days of agreed terms of payment.

SECTION 4 - WARRANTIES:

- 1) DEPS represents that all Security Officers or Security Guards employed by DEPS and placed at Client's location to perform any of the duties described in Addendum B will be properly registered with the North Carolina Private Protection Services Board (PPSB) as described in N.C.G.S. § 74C. DEPS makes no other warranty or representation regarding the qualification of any person employed to provide the services described in Addendum B.
- 2) DEPS and Client agree to comply with all applicable Federal, State, and Local laws, including all Equal Employment Opportunity laws.
- 3) DEPS agrees that all DEPS Employees assigned to Client's location will undergo both a state and federal background check as required on N.C.G.S. § 74C-8.1.
- 4) DEPS agrees that all employees working at Client's location shall be in a uniform in compliance with North Carolina regulations.
- 5) DEPS Employees will operate under the direction of DEPS's Owners and approved officers. DEPS will be solely responsible for all screening, selection, and supervision of all its employees while on Client's property.
- 6) DEPS agrees that it will not assign any officers to perform services for Client, who are presently ineligible to work in the United States or its territories.
- 7) DEPS agrees that this Agreement does not make or does not enter into a partnership, joint venture, agency, employee, or employer-employee relationship with Client, and DEPS is a sole independent contractor who is solely responsible for all payments of Federal, State, and Local taxes, and wages, and all such responsibilities shall be the sole function of DEPS.
- 8) Contract Commercial General Liability and Worker's Compensation Insurance shall be carried to satisfy applicable statutory requirements (Certification of Liability Insurance can be provided at the Client's request). It is hereby understood that DEPS is not an insurer of persons or property guarded. In case a claim is made by any person, firm, association, or corporation, including Client, against DEPS, Client shall not be entitled to retain the amount of any such claim or of any monies owing or due to DEPS hereunder.
- 9) DEPS assures that all officers on Client's location will meet all minimum requirement under N.C.G.S. § 74C-8.
- 10) DEPS assures that all data, recommendations, proposals, reports, and other similar information gathered in connection with the services provided by DEPS and are part of this Agreement shall be treated as confidential and proprietary, and shall be considered for exclusive use for and by Client and DEPS. All information shall not be intended to be reviewed, used, or relied upon by any other person or entity.

- 11) The data, recommendations, proposals, reports, and other similar information gathered in connection with the services provided as part of this Agreement by DEPS shall, upon request and with permission of the Client, be released by DEPS to an Authorized representative of the Client, to any person designated in writing to have the authority to receive such information, to an employee or subcontractor of DEPS in connection with providing services to the Client, or to any other person or entity to which, by law, rule, or regulation, such information must be released by law.
- 12) DEPS may use Subcontractors of it's choosing to fulfill the obligations contained herein, they seek prior approval of Client, which shall not be unreasonably withheld or denied.
- 13) All DEPS Authorized Representatives shall be listed on Addendum C (Emergency Contact List).
- 14) If any provision of this Agreement, or the application of any provision to any person or circumstance is determined to any extent to be invalid, the remainder of the provision and of this Agreement (and the application of such provision and this Agreement to persons or circumstances other than those to which the provision is determined invalid) shall not be affected by the determination. The invalid provision or portion of the provision shall be severed from this Agreement, and all remaining provision of this Agreement not so severed (including, but not limited to, any portion of any provision not severed) shall be valid and enforced to the fullest extent permitted by law.
- 15) Any civil action (legal or equitable), administrative proceedings, or other legal action seeking relief pursuant to any provision of this Agreement, shall be commenced, and pursued in the General Courts of Justice in the State of North Carolina and that proper venue of such action shall lie in Lenoir County, North Carolina. If Client shall breach the terms of this Agreement, and DEPS must employ an Attorney to enforce its rights, DEPS shall be entitled to recover attorney's fees in addition to such other legal and equitable relief as DEPS shall prove entitled.
- 16) No waiver, by either party of any default or deficiency in performance of any provision of this Agreement, shall operate or be construed as a waiver of any other default, or change of this Agreement, without first being executed by both parties in writing.
- 17) This Agreement, together with all documents incorporated herein physically, or by reference, constitutes the entire Agreement between the Parties, and supersedes all other documents and correspondence. The Parties shall not be bound by, or liable for any statement(s), covenant(s), representation(s), promise(s), inducement(s), or understanding(s) not set forth herein. The contents of any and all bids or proposals, including any descriptions, discussions, or exceptions, offered, or taken, which are not specifically incorporated herein, are not a part of this Agreement, and shall have no effect, or influence upon its interpretation. No amendments or modifications of any of the terms or conditions shall be valid unless reduced to writing and executed by both parties.

- 18) The Client may request that a DEPS employee be removed from their location with cause, with the understanding that DEPS may not be able to provide immediate replacement of said employee, and that the cause of the removal shall be report in writing to DEPS Owners within the first business day of the removal. If Client request multiple employees from the location to be removed actions shall be governed by Section 1.8.
- 19) DEPS is committed to the safeguarding of the health of its employees and to supply our customers with the highest quality service possible. DEPS has a Substance Abuse Policy in place ensure its position on the use or abuse of alcohol, drugs, or other controlled substances by its employees. DEPS is committed to the promotion of a safe and accident-free workplace.
- 20) It is hereby agreed between both parties that Client nor any of its agents shall hire, attempt to hire, or use any employee or former employee of DEPS during or for a period of eighteen (18) months after the expiration or termination of this Agreement. Should this Section be breached, Client agrees to pay to DEPS an amount of two thousand (2,000) dollars per employee so coerced, encouraged, or utilized as liquidated damages.

SECTION 5 - MUTUAL INDEMNIFICATION

- 1) Client agrees to indemnify and hold DEPS harmless from and against all loss or damage, including reasonable attorneys' fees, costs and expenses incurred by DEPS as a result of any claims related to or arising out of DEPS's performance of its duties hereunder, unless such loss or damage shall arise from DEPS'S failure to perform its duties under this Agreement with reasonable care. DEPS agrees to indemnify and hold Client harmless from and against all loss or damage, including reasonable attorneys' fees, costs and expenses incurred by Client as a result of any claims related to or arising out of DEPS'S failure to perform its duties under this Agreement with reasonable care, unless such loss or damage shall arise from the negligent or intentional acts or omissions of Client. In the foregoing sentence, the words "loss or damage" include, but are not limited to, loss or damage arising directly or indirectly from any actions or omissions of any employee or authorized representative of either party.
- 2) Client shall indemnify, defend, and hold harmless DEPS, its partners, agents and employees, and their respective successors and assigns of, for, from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines and expenses, including, but not limited to, reasonable attorneys' fees and costs, to the extent resulting from or arising out of (a) any wrongful or negligent act, error, or omission committed by Client or its employees, (b) the failure of Client to observe and comply with any state or federal law or regulation applicable to the business conducted by Client pursuant to this Agreement, and (c) the material breach by Client of any of the terms of this Agreement. DEPS shall indemnify, defend, and hold harmless Client, its partners, agents and employees, and their respective successors and assigns of, for, from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines and expenses, including, but not limited to, reasonable attorneys' fees and

costs, to the extent resulting from or arising out of (a)any wrongful or negligent act, error, or omission committed by DEPS or its employees, (b)the failure of DEPS to observe and comply with any state or federal law or regulation applicable to the business conducted by DEPS pursuant to this Agreement, and (c)the material breach by DEPS of any of the terms of this Agreement.

SECTION 6 - NOTICE

In the event that any party shall be required to give Notice pursuant to the terms and conditions herein, such Notice shall be given:

To DEPS:

Gregory S Smith, President
DEPS Safety & Security Services, INC
213 Airport Road
Kinston, NC 28501

gsmith@depsnet.com

To Client:

AGREEMENT AND EXECUTION:

This Agreement, including Addendums, which are incorporated herein by reference as is fully set forth, represents the entire understanding and Agreement between both parties, relating to the services which are the subject to this Agreement, and it supersedes any and all prior agreements, whether written or oral, that may exist between the parties, regarding the service which are the subject of this Agreement. This Agreement may be signed in person or digitally or electronically and any digital or electronic signatures shall be given full force and effect in the same manner as any in-person signatures are given.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on this ____ day of _____, _____

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGE FOLLOWING]

DEPS Safety & Security Services, INC

BY: _____

Gregory S. Smith, President

Client:

BY: _____ (sign)

PRINTED NAME AND POSITION

Addendum A

Schedule of Services:

One (1) Unarmed Security Officer: 0730-1530, Monday thru Friday.

One (1) Unarmed Security Officer: 0900 – 1700, Monday thru Friday

Security is not required on Holidays.

Addendum B

Scope of Services:

Security Officers will screen the general public entering the Greene County Courthouse through the public access entrance. Officers will utilize stationary and handheld scanners to prevent weapons and contraband from entering the Courthouse per established guidelines.

Addendum C

Authorized Contacts:

Gregory S. Smith, President
DEPS Safety & Security Services INC.
DEPS Company Police INC.
(252) 939-9500 Office
(252) 560-2480 Mobile

Invoicing and Payments: (252) 939-9500 Extension #2

Commissioners
 Bennie Heath - Chairman
 James T. Shackleford-Vice Chair
 Jerry Jones
 Susan Blizzard
 Derek Burress



County Manager
 Kyle J. DeHaven
 Interim Finance Officer
 Landon Price
 County Attorney
 Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Easement; Duke Energy Progress, LLC

Date: September 6, 2022

A request has been received from Duke Energy Progress, LLC for an easement. The plan is to install a temporary power line across Greene County property that we will need an easement for (draft attached) as part of a larger project. The attached map should also help. A new secondary (broken red line) will serve the current aerial light. This line will be permanent. The solid red line will be temporary and taken out after we have completed work in and around Snow Hill.

All of this is part of a larger project to increase reliability in Snow Hill and the area in general.

Action Recommended:

Motion to approve Easement as requested

Board Action is Needed

229 Kingold Blvd., Suite D • Snow Hill, NC 28580 • (252) 747-3446 • FAX (252) 747-3884
www.greencountync.gov

The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment

Prepared by: Duke Energy Progress, LLC
Return to: Duke Energy Progress, LLC
Attn: Southeastern Land Co.
P.O. Box 1241
Conway, SC 29528

Parcel # 0804256, 0800746 & 0800744

EASEMENT

State of North Carolina

County of Greene

THIS EASEMENT ("**Easement**") is made this ____ day of _____, 20____, from **GREENE COUNTY** ("**Grantor**", whether one or more), to **DUKE ENERGY PROGRESS, LLC**, a North Carolina limited liability company ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**").

Grantor is the owner of that certain property described in those instruments recorded in Deed Book 693, Page 937, and Deed Book 456, Page 721, Greene County Register of Deeds ("**Property**").

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land thirty feet (30') in uniform width for the overhead portion of said Facilities and a strip of land twenty feet (20') in uniform width for the underground portion of said Facilities, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "**Easement Area**").

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20____.

GREENE COUNTY

By: _____
Its: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, certify that _____, as _____ of GREENE COUNTY, personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

Witness my hand and notarial seal, this ____ day of _____, 20____.

Notary Public: _____
Commission expires: _____

SNOW HILL,
GREENE COUNTY,
NORTH CAROLINA

OH
FACILITIES

LEGEND:

-  INSTALL
-  REMOVE
-  EXISTING

 PRIMARY

 SECONDARY

 TREE TRIMMING

