

**AGENDA – MEETING
GREENE COUNTY BOARD OF COUNTY COMMISSIONERS
10:00 AM—GREENE COUNTY OPERATIONS CENTER
WEDNESDAY, JUNE 28, 2023**

A. CALL TO ORDER

Invocation/Pledge to the Flag

B. APPROVAL OF AGENDA

C. CONSENT AGENDA

1. June 19, 2023 Regular Meeting Minutes

D. PUBLIC COMMENTS

E. COUNTY MANAGERS REPORT

1. Acceptance of Additional Funding for Creek Snagging
2. Text Amendment; Greene County Public Housing Agency By-Laws
3. Position Classification Amendment
4. Appointment; Register of Deeds
5. Budget Amendment; End of Year

F. COUNTY ATTORNEY COMMENTS

G. COMMISSIONER'S REPORT AND RECOMMENDATION

H. ADJOURN

Board of Commissioners

Bennie Heath, Chairman
James T. Shackleford, Vice-
Chair
Derek Burress
Ray Johnson
Jerry Jones

**County Manager**

Kyle J. DeHaven

County Attorney

Gay Stanley

Finance Director

Paula Loftin

From: Kyle J. DeHaven, County Manager

Re: Consent Agenda

Date: June 28 2023

The Consent Agenda for the June 28, 2023 Regular meeting consists of the following items:

- 1.) June 28, 2023 Regular Meeting Minutes

Action Recommended:

Motion to accept the Consent Agenda

Board Action is Needed

NORTH CAROLINA
COUNTY OF GREENE

The Greene County Board of Commissioners met in regular session on Monday, June 19, 2023, at 7:00 p.m. in the Greene County Operations Center. Present for the meeting: Chairman Bennie Heath, Vice Chairman James T. Shackelford Jr, Commissioners Jerry Jones, Ray Johnson 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 at 10 a.m., and asked Commissioner Johnson to give the invocation and lead the Pledge to the Flag.

There were six Greene County staff in attendance and thirteen other people present during the meeting.

B. Approval of Agenda

Chairman Heath stated he had a couple of changes to the Agenda. He moved item E3 the Resolution in Appreciation of 36 years of Service for Ms. Nancy Murphy to follow directly after the approval of the Agenda and added a Resolution to Censor Commissioner Derrick Burress.

On motion by Commissioner Jones and seconded by Commissioner Shackelford, the Board voted unanimously (4-1) to approve the agenda with the noted changes. Commissioner Burress voted against the agenda.

Mr. DeHaven called Ms. Nancy Murphy up front and proceeded to read the Resolution in Appreciation of 36 years of Service to the County at the Register of Deeds office.(Attached) Ms. Murphy spoke about her time in the Register of Deeds Office and the many changes that have taken place over her 36 years serving the County. We will all miss Ms. Nancy Murphy, but wish her well in her retirement.

Chairman Heath then proceeded to read the Resolution to Censor Commissioner Derrick Burress. (Attached) Chairman Heath then called for a motion to approve this resolution.

On motion by Commissioner Jones and seconded by Commissioner Shackelford, the Board voted 4 -1 (Commissioner Burress – Nay) to approve the Resolution.

C. Consent Agenda

Chairman Heath asked if there were any changes to the Consent Agenda.

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

- May 15, 2023 Regular Meeting Minutes
- May 22, 2023 Budget Workshop Minutes
- June 5, 2023 Regular Meeting Minutes
- Releases/Refunds
- Monthly Collections Report
- Consideration of Late Present Use Value Application & Application for Property Tax Relief
- Monthly Financial Report

Refunds: NCVTS Tax & Tag

Sheila Angelette Lee	\$34.62	Trey Matthew Wilson	\$315.22	Herman Clay Colvin	\$24.89
George Leslie Williams	\$99.98	George Leslie Williams	\$3.26	Adam Wayne Tingen	\$109.50

D. Public Comments

None

E. County Manager Report

1. Mr. DeHaven presented a Resolution to Award a Contract for the Building of EMS Station 3. Requests for Proposals for EMS Station 3 were received May 19, 2023. The details of the bids have been examined and prepared for the Commissioner's review. The lowest cost, responsible, responsive bidder that answered the RFP is DesignCo of Winterville. The companies and their bids are attached in a writeup from our team of retained engineers at McDavid and Associates. Commissioner Burress asked to see design plans first and it was explained that the building will be the same as EMS Station 2 except it will be bigger in size to hold four ambulances.

On motion by Commissioner Jones and seconded by Commissioner Johnson, the Board voted 4 – 1 (Commissioner Burress – Nay) to approve this Resolution.

2. Mr. DeHaven next presented a Budget Amendment for the SERDRF Mitigation Grant. Mr. DeHaven noted the budget amendment is needed to appropriate funds for a SERDRF grant

received from the General Assembly that was received into the General Fund in a prior fiscal year. The work has been completed and we need the funds to be placed back into the current year General Fund so we can pay the contractors. This project placed 3 stream gauges in Contentnea Creek to monitor water levels and warn of flooding potential. These stream gauges will be maintained by NC Emergency Management.

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

F. County Attorney Report

Ms. Stanley provided the Commissioners a hand-out from the UNC School of Government which is a Quick Reference Guide for Closed Sessions.

G. Commissioner's Report and Recommendations

Chairman Heath made an announcement that the next Board of Commissioners meeting will be Wednesday, June 28, 2023 at 10 a.m. and that there will be no meeting on July 3, 2023.

Commissioner Burrell had received an email from a citizen about the water billing and the fees charged her. Commissioner Johnson called and spoke to the lady and explained the water bill and the grace periods noted on the back of the bill. She had missed the first due date and received a \$20.00 late charge, she then missed the second due date and was assessed a second late charge of \$50.00 and the water was cut-off. The citizen, Commissioner Johnson and Lisa from water billing talked and it was explained to her the process, she was refunded the late charges and the water was turned back on. She now understands the process.

Commissioner Burrell stated there is a parking sign out front of the Operations Center that was from when this building was the Armory. He asked if we could have the sign changed to be a reserved place for Veterans. The Board agreed with this.

Commissioner Burrell then asked why the purchasing of any property by the County is done in closed session, it makes it seem like we are trying to hide something. The seller, Town of Snow Hill, had discussed the sale in open session. The County Attorney, Gay Stanley, explained that when the County is going through the process of negotiations the Commissioners are permitted to keep their maximum price confidential so that they can negotiate and obtain a fair price.

H. ADJOURN

On motion by Commissioner Jones and second by Commissioner Johnson to adjourn the meeting, the Board voted unanimously to adjourn. The meeting adjourned at 7:35 p.m.

Bennie Heath, Chairman

Attest:

Kyle J. DeHaven, Clerk to the Board

Board of Commissioners

Bennie Heath, Chairman
James T. Shackelford, Vice-
Chair
Derek Burress
Ray Johnson
Jerry Jones

**County Manager**

Kyle J. DeHaven

County Attorney

Gay Stanley

Finance Director

Paula Loftin

From: Kyle J. DeHaven, County Manager

Re: Acceptance of additional Funding for Creek Snagging

Date: June 28, 2023

Additional funding has been offered from the NC Dept. of Agriculture and Consumer sciences for more Stream Flow Rehabilitation (Creek Snagging) has been awarded. The contractor has been notified of the award and has agreed to continue downstream for the same cost as was originally quoted. This funding will allow for an additional 4.13 miles of Creek to be snagged. Signatures were applied as soon as the funding award became available to expedite the process of getting the contractor back in before the spawning season in an attempt to complete this additional project in the calendar year.

Action Recommended:

Motion to Accept the additional funding from the DC Dept of Ag and Consumer Sciences

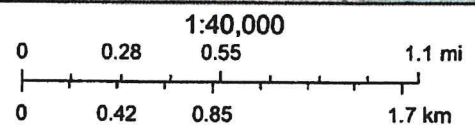
Board Action is Needed

Contentnea Creek Snagging 2023



6/15/2023, 11:31:45 AM

 Override 1
 Override 1





Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

June 9, 2023

Rodney Taylor
Greene County
3 Professional Dr. Suite D
Snow Hill, NC 28580

NOTIFICATION OF FUNDING OFFER

Dear Rodney Taylor,

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services - Division of Soil & Water Conservation, I am pleased to inform you that for your project, StreamFlow Rehabilitation Program (StRAP), was approved.

The original contract packet must be completed and returned to the NCDA&CS, making sure that the contracts and certain forms have been signed, dated, and witnessed. Since this is a witness contract, there are two (2) options to complete the contract. It is acceptable to have everyone sign the contract electronically or submit two (2) original signed contracts. Depending on the method you choose, please return as shown below:

Electronic Signed Contract.

Heather Reichert
Administrative Specialist
Heather.reichert@ncagr.gov

Original signatures mail.

Heather Reichert, Administrative Specialist
N.C. Department of Agriculture & Consumer Services, Division Name
1614 Mail Service Center
Raleigh, NC 27699-1614

By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions and specific reporting requirements. All authorized representative signatures must be in blue or black ink. Please use the Contract Check Off List to ensure all attachments are included and are in the correct order for each contract packet. Failure to complete and return the contract packets within 60 days of this letter or the deadline of any written extension provided will result in funding cancellation for the project.

One fully-executed, an original contract will be returned to you for your records. If you have any questions about your contract or any of the forms contained in your offer packet, please call Heather Reichert at 919-707-3768, or feel free to send an email to heather.reichert@ncagr.gov.

I would like to take this opportunity to thank you for participating in the StreamFlow Rehabilitation Program (StRAP).

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosures
cc: Heather Bruce, Grants Manager

Email: David.Smith@ncagr.gov
1001 Mail Service Center, Raleigh, North Carolina, 27699-1001
(919) 707-3033 • Fax (919) 715-0026
An Equal Opportunity Affirmative Action Employer

NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
Steven W. Troxler, Commissioner

Contract Check Off List for Grantee (Government State Funds)

INSTRUCTIONS: Check the "Yes" boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed copies of the contract, with signatures in blue ink. Be sure to include all the other documents specified in your contract package. If "No" has been checked off for you, that document is not required for this grant program or project.

GRANTEE ORGANIZATION NAME: Greene County
PROJECT TITLE/NAME: Streamflow Rehab Assistance Program
CONTRACT #: 22-080-4145

GO Entities Only Check One Box		Document Title	Department Use -- Documents Attached or On File		Grants and Contracts- Documents Attached or On File	
☒	Yes	Contractual "Check Off List for Grantee	☒	Yes	☐	No
☒	Yes	Contract Cover (To be signed, dated & witnessed)	☐	Yes	☐	No
☒	Yes	Attachment A - General Terms and Conditions - Government/University	☐	Yes	☐	No
☒	Yes	Attachment B - Scope of Work (includes Timeline and Line Item Budget)	☐	Yes	☐	No
☒	Yes	Attachment C - Certifications and Assurances Section	☐	Yes	☐	No
☒	Yes	Attachment D - NC OpenBook Supplemental Information	☐	Yes	☐	No
☒	Yes	Attachment E - Signature Card	☐	Yes	☐	No
☐	Yes	Attachment F - Streamflow Rehabilitation Assistance Program (SIRAP) Quarterly Progress Report***	☐	Yes	☐	No
☐	Yes	Attachment G - Request for Payment form***	☐	Yes	☐	No
☐	Yes	** NC Substitute W-9 and VEP forms are already on file and won't be required to be collected with contract.	☐	Yes	☐	No

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**



Departmental Use Only

**CENTER: 2740
ACCOUNT: 536431
AMOUNT: \$108,138.00
TIME PERIOD: June 1, 2023-
Dec. 31, 2024**

**North Carolina Department of Agriculture and Consumer Services
Division of Soil & Water Conservation**

Streamflow Rehabilitation Assistance Program– Government

CONTRACT # 22-080-4145

This Contract is hereby entered into by and between the **North Carolina Department of Agriculture and Consumer Services, Division of Soil & Water** (the "Agency") and Greene County, ("Grantee"), and referred to collectively as the "Parties." The Grantee's federal tax identification number is 56-6000304 and is physically located in Greene County and is further located at 3 Professional Dr. Suite D Snow Hill, NC 28580.

The purpose of this Contract is to assist in protecting and restoring the integrity of drainage infrastructure through routine maintenance to existing streams and drainage ways. The Grantee's project title is Streamflow Rehabilitation Assistance Program. This Contract is funded by State appropriations provided through Session Law 2021-180, Senate Bill 105 Section 5.9(a)(1). Funds awarded under this Contract must be used for the purposes for which they are intended and provided in Session Law 2021-180, Senate Bill 180 Section 5.9(k)-(o).

The Grantee's fiscal year ends June 30.

Contract Documents:

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Scope of Work providing details on the stream debris removal and watershed structure projects and timelines (Attachment B)
4. Certifications and Assurances Section (Attachment C)
5. NC Openbook Supplemental Information (Attachment D)
6. Signature Card (Attachment E)
7. Streamflow Rehabilitation Assistance Program (StRAP) Quarterly Progress Report (Attachment F)
8. Request for payment form (Attachment H)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

I. Precedence Among Contract Documents:

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

II. Effective Period:

This Contract shall be effective on June 1, 2023, and shall terminate on December 31, 2024, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

III. Grantee's Duties:

- The Grantee has 60 days to return the original contract from the offer letter. If more than 60 days is needed, a written explanation providing a detailed explanation for the extension need is required. The letter will also need to include a date that the contract will be signed and returned. The letter will be subject to approval. Failure to return the contract within 60 days or a written explanation will result in funding cancellation for the project.
- The Grantee shall provide the planned repairs to the named stream/drainage channels and watershed projects listed in Attachment B, Scope of Work. The Grantee shall be responsible for obtaining the necessary landowner authorization for site access and all permits needed to complete the planned work.

IV. Agency's Duties:

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed **\$108,138.00**. The funds are provided from State appropriations allocated through Session Law 2021-180, Senate Bill 105 Section 5.9(a)(1). There are no matching requirements from the Grantee.

The total Contract amount with matching funds is \$ 108,138.00

V. Conflict of Interest Policy:

The Agency has determined that the Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is not required to file a Conflict-of-Interest Policy with the Agency prior to disbursement of funds.

VI. Statement of No Overdue Tax Debts:

The Agency has determined that Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is not required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

VII. Reversion of Unexpended Funds:

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

VIII. Reporting Requirements:

- State Reporting Requirements [N.C.G.S. 143C-6-23]:
 - The Agency has determined that the Grantee is a governmental entity and is not subject to the State reporting requirements mandated by N.C.G.S. § 143C-6-23. Therefore, the Grantee does not have to file annual electronic reports with the NC Office of State Budget & Management.
- Agency Reporting Requirements:
 - The Grantee shall submit quarterly progress reports, with each report due on or before the last day of January, April, July, and October, continuing until the project is complete and final project report is approved.
 - The first report will be due on or before the last day of October 2023.
 - The quarterly report will be submitted using the form shown as Attachment F- Streamflow Rehabilitation Assistance Program (StRAP) Progress Report. This report will be used for the quarterly and final report. Each report shall include a narrative summary of the work completed each quarter and for the project to date and a summary of cash and in-kind expenditures for the quarter and total project.
 - The quarterly progress report is required even if no activity has occurred for the quarter and no reimbursement is requested for the quarter.
 - Grantee shall submit a Final Financial report and Final Invoice no later than 60 days after the expiration or termination of this Contract.
 - Grantee will provide award letters for any subgrant.
 - Failure to submit timely and accurate reports will delay action on submitted invoices. Repeated reporting issues can also result in further discussion with the Soil & Water Commission to determine continued participation in the program.

IX. Payment Provisions:

All Request for Payment forms should be received no more than monthly. Payment requests will be submitted using Attachment H- StreamFlow Rehabilitation Assistance Program Project Invoice Form, along with an appropriate certified invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project. Upon approval by the Agency payment shall be made within 30 days. All payments are subject to the availability of funds and verification that the Grantee is current on all reporting requirements.

A portion of the funds awarded to the Grantee may be used to reimburse actual documented engineering, technical assistance, and administrative expenses for the project, excluding any salary, benefits, and operating expenses that would normally have been paid by the Grantee. Reimbursement of engineering, technical assistance, and administrative expenses shall be limited to 15% of total reimbursed expenditures.

The Grantee shall expend funds in accordance with G.S. 143C-6-23 (f1)(f2)(j). The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, on the Agency "Program Project Invoice" form. Eligible uses of income earned are:

- Expanding the project or program.
- Continuing the project or program after grant ends; or
- Supporting other projects or programs that further the broad objectives of the grant program.

This contract can be terminated prior to the original end date once the Grantee completes their final report. If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Payment form. All unexpended funds shall be returned by the Grantee to the Agency within 60 days of the Contract termination date with a complete final financial report, accompanied by a final

invoice. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the Contract period.

Reimbursement requests shall be completed on a "Request for Reimbursement" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to copies of invoices, individual time sheets and travel logs that have been signed by the employee and supervisor, salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, cancelled checks and lease agreements.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual" <https://www.osbm.nc.gov/budget/budget-manual>

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the monthly certified invoices.

Indirect costs are not allowable expenditures under this Contract.

X. Fraud, Waste and Abuse

Grantee, including its employees, contractors, agents, interns, or any subrecipients, shall report suspected fraud, waste and abuse activities related to any state employee, vendor or sub recipient of state funds or state resources.

There are three methods for reporting suspected fraud, waste or abuse (FWA). Grantee can report suspected FWA directly to the Agency's Audit Services Division, to any member of the Agency's management team or through the FWA reporting website below.

N.C.G.S. 143-748 permits Audit Services to treat all information as confidential. However, if an individual wishes to remain anonymous, reports can be submitted through the FWA reporting website: <https://www.ncagr.gov/internalaudit/ReportForm.htm>

Under no circumstances should an individual attempt to personally conduct investigations or interviews /interrogations related to any suspected FWA act.

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct.

It is the Agency's policy that employees/contractors/sub recipients/interns will not suffer retaliation or harassment for reporting in good faith any FWA concerns. The Agency encourages openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be unsubstantiated.

XI. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrator are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Heather Reichert 1614 Mail Service Center Raleigh, NC 27699-1614 Telephone: 919-707-3768 Email: heather.reichert@ncagr.gov Grants & Contracts General Email: agr.grants@ncagr.gov	Heather Reichert Division of Soil & Water Conservation 216 West Jones Street Raleigh, NC 27603

For the Grantee:

Grantee Contract Administrator- Mailing Address	Grantee Principal Investigator or Key Personnel
Mr. Rodney Taylor Greene County 3 Professional Drive, St D Snow Hill, NC 28580 252-747-3705 ext.3 rodney.taylor@nc.nacdnet.net	Same

XII. Supplementation of Expenditure of Public Funds:

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State, and local public funds that the Grantee otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

XIII. Disbursements:

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- Will implement or already have implemented adequate internal controls over disbursements.
- Pre-audit all invoices presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
- Legality of disbursement
- Assure adequate control of signature stamps/plates.
- Assure adequate control of negotiable instruments; and
- Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.

XI. Outsourcing:

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

XIV. N.C.G.S. § 133-32 and Executive Order 24:

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State employee of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement or Contract, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employee of your organization.

(This space is internally left blank)

XV. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract as an electronic original, each party will be provided a fully executed copy via electronic mail. It is required that each party retain a fully executed copy of this contract.

Grantee: Greene County Soil & Water Conservation District

[Signature]
Signature of Authorized Representative

6-15-23

Date

Kyle J. DeHaven
Printed Name

County Manager
Title

Witness:

[Signature]
Signature

6-15-23

Date

Redney Taylor
Printed Name

6-15-23

Title



North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative

Date

N. David Smith, Chief Deputy Commissioner

General Terms and Conditions

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

- (1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal

PUBLIC SECTOR CONTRACTS (Including Local Governments)

financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

(17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government" has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent Contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the Contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, including any of its Divisions, and any of its officers, agents and employees, from liability of any kind, and from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract to the extent permitted by law.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof.

In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract

PUBLIC SECTOR CONTRACTS (Including Local Governments)

shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations,

and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

Executive Order 24: In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S. § 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

- (a) have a Contract with a governmental Agency; or
- (b) have performed under such a Contract within the past year; or
- (c) anticipate bidding on such a Contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have

PUBLIC SECTOR CONTRACTS (Including Local Governments)

access to persons and records as a result of all Contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the Contract to verify accounts and data affecting fees or performance).

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters whether sounding in Contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the

Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates shall be used. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

Indirect Costs Policy: The Agency has adopted a "Zero" policy that indirect costs are unallowable expenditures in all State funded grant applications and/or grant guidance, informational or directional documents.

Allowable Uses of State Funds: Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) CFR Title 2, Part 200 Uniform Administrative Requirements, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]

StRAP Revised Scope of Work v.2	
Applicant Name:	Greene County
Please use current SOW mark through what is being removed and highlight any that are being added	

REVISED SCOPE OF WORK (Insert Additional Lines as Needed)					
Stream/Drainage Channel Name	Linear Feet of Channel Proposed for Repair	Description of Damage	Planned Repair and Removal from Floodplain	Number of Known Beaver Dams	Estimated Cost to Repair
Middle Contentnea Creek	21802	Downed Trees and Debris	Remove trees and debris with excavator and strap off	0	108138
A					
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					
L					
M					
N					
O					
P					
Y					
Z					
TOTALS:	21802			0	108138

Project Timeline		
Time Period	Milestones	
A June- August 2023	work up contract with County and choose contractor	
B Sept.-Dec. 2023	Start and finish work	
C		
D		
E		
F		
G		
H		
I		

**CERTIFICATIONS REGARDING LOBBYING, NONPROCUREMENT, DEBARMENT,
SUSPENSION AND DRUG-FREE WORKPLACE**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 2 CFR, Subtitle B, Chapter IV, Part 417, "Nonprocurement Debarment and Suspension," Part 418, "New Restrictions on Lobbying," and Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)," and 2 CFR Part 180. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by authority: 31 U.S.C. 1352 and U.S.C. 301 and implemented at 2 CFR Part 180, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 2 CFR Section 418.110, the applicant certifies that to the best of their knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. NONPROCUREMENT DEBARMENT AND SUSPENSION

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180 and 2CFR Part 417, for prospective participants in primary covered transactions, as defined at 2 CFR 180.435 and Subpart C, 417.332, the applicant certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (a) (b) of this certification.
- d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.
- e) Agree to include a term or condition in lower tier covered transactions requiring lower tier participants to comply with subpart C of the OMB guidance in 2 CFR part 180, as supplemented by subpart C of Part 417.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, Subparts B, and C, for grantees:

The applicant certifies that it will:

- a) Make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part.
- b) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sections 182.205 through 182.220); and
- c) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Section 182.225), including notification to any Federal agency on whose award the convicted employee was working and within 30 days take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- d) You must identify all known workplaces under your Federal awards (see Section 182.230).

The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

Place(s) of Performance (Street address, city, county, state, zip code)

Contentnea Creek Snow Hill, Greene County, NC, 28580

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182:

- A. As a condition of the grant, I certify that I will comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (Pub.L100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

- B. I agree to notify the agency as required by 2 CFR 182.300(b) of any conviction for a criminal drug offense within ten days.

Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the Grantee, I hereby certify and state to the best of my knowledge and belief, that the Grantee will comply with the above certifications.

Greene County Soil + Water Conservation District
Grantee Organization Name

Jack Edmondson
Signature of Authorized Representative

June 22 '23
Date

JACK Edmondson
Printed Name of Authorized Representative

Chair
Title

NC OpenBook Supplemental Information

Instructions: Complete the information below and return it to the Contract Administrator identified in your original contract. This information must be submitted as part of your contract. If you have questions, please contact the Contract Administrator or the Alternate Contact as reflected in your contract.

GRANTEE INFORMATION:

Grantee Name: Greene CountyCounty of Residence: GreeneDistrict Number (MUST BE FILLED IN): 3Tax Id Number: 56-6000304UEI Number**: 091564591I have started the UEI process but not received a UEI number. ☐

*Due to the SAM.gov migration from DU&Bradstreet, obtaining a UEI number has created unforeseen issues with the SAM.gov website search engines and portals. Due to the massive backlog in validation ticket issues, we are not requiring the UEI numbers at this time; however, if you have started the process please let us know OR if you UEI number please provide it.

Fiscal Year End: June 30
(MM/DD) FormatGrantee's Website: www.co.greene.nc.us

PROJECT INFORMATION:

Brief Description and Background/History of your Organization: Be sure to include the number of years in existence, number of employees, mission and goals of your organization. MAX CHARACTERS: 250

Greene Soil and Water has been in existence 70+ years, it has 2 employees that provide technical assistance with conservation programs, also erosion and drainage control for landowners

Current project timeline: Begin date 8-1-2023End Date 12-31-2023

Expected outcomes and specific deliverables: Expected outcome is intended result of your grant program. The specific deliverables are the accomplishments that will be achieved with the grant. EXAMPLE: Funding for the Farmers Produce Box program will allow an additional 150 boxes to be created this year. This will allow approximately 37 additional families to receive these the boxes 4 times a week to help resolve their food insecurity. MAX CHARACTERS: 300

To clean debris and obstructions of water flow in Centerville Creek to allow water to flow more freely and help with flood prevention.

Project Location Benefit Information: (Location(s) in which funding will be spent and/or food commodities will be received.)

☒ Single County☐ Regional**☐ Mountains☐ Piedmont☐ Inner Coastal Plain☐ Tidewater☐ Statewide

**If your answer is Regional, list all Counties that are receiving benefit:



CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Signatures must match the Contract signatures. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents. If more than two people will sign for the organization, this form may be duplicated.

SECTION I.

Date:	6-15-23
Legal Applicant Organization/Agency Name:	Greene County
Federal Tax Identification Number:	56-6000304

SECTION II.

Certification:

By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.

NON GOVERNMENTAL ORGANIZATIONS ONLY (Must match Contract signature)

Board Chair, Executive Director, etc.	Financial Representative, Treasurer, etc.
Print Name & Title:	Print Name & Title:
Signature:	Signature:

GOVERNMENTAL ENTITIES (Must match Contract signature)

Authorized Governmental Official	Chief Fiscal Officer
Print Name & Title:	Print Name & Title:
Kyle J. DeHaven, County Manager	Paula T. Loftin, Finance Director
Signature:	Signature:

Board of Commissioners

Bennie Heath, Chairman
James T. Shackleford, Vice-
Chair
Derek Burress
Ray Johnson
Jerry Jones

**County Manager**

Kyle J. DeHaven

County Attorney

Gay Stanley

Finance Director

Paula Loftin

From: Kyle J. DeHaven, County Manager

Re: Text Amendment; Greene County Public Housing Agency By-Laws

Date: June 28, 2023

A request has been received from Ms. Carolyn Moore to change appointment periods from 3 to 5 years. Initially, just the article III was sent, and resulted in the request for more information. Please review this request and see if it makes sense to you.

Action Recommended:

Motion to take action on request to make text amendment to Greene County Public Housing Agency By-Laws

Board Action is Needed

Kathy Mooring

From: Greene Cty public hsng <cherring@embarqmail.com>
Sent: Friday, May 26, 2023 10:31 AM
To: Kathy Mooring
Subject: Board of Directors - Greene County Housing Agency
Attachments: doc01192620230526091139.pdf

CAUTION: This email originated from outside of county organization. Do not click links or open attachments unless you were expecting it or know the content is safe.

Ms. Kathy attached is Article III Board of Director - Bylaws of Greene County Public Housing Agency.
The Board of Directors asked me to find out if the Article III - Tenure could be changed to three and five years appointed by the County Commissioners.

Thank you for all of your help.
Carolyn Moore
747-8245

BYLAWS OF
THE GREENE COUNTY PUBLIC HOUSING AGENCY
A NONPROFIT CORPORATION

ARTICLE III

Board of Directors

Section 302 Number, Tenure, and Qualifications. The number of directors shall be five. The directors appointed by the County Commissioners to succeed the directors named in the Articles of Incorporation shall be appointed as follows: Three of the five, designated by the Commissioners, shall be appointed for a term of one year. Two of the five, as designated by the Commissioners, shall be appointed for a term of two years. As the terms of such Directors expire, their successors shall be appointed for two year terms and until their successors are elected and have qualified.

As amended by the Board of Directors at the meeting held on November 19, 1979, and by the County Commissioners on November 20, 1979.

BYLAWS
OF
THE GREENE COUNTY PUBLIC HOUSING AGENCY
A Nonprofit Corporation

ARTICLE I

Office

Section 1.01. Principal Office. The principal office of the corporation in the State of North Carolina shall be located at 108 S. E. First Street, Snow Hill, North Carolina 28580.

Section 1.02. Registered Office and Agent. The corporation shall have and continuously maintain a registered office and a registered agent whose office is identical with such registered office.

ARTICLE II

Members

Section 2.01. Membership. The members of the corporation shall be the Board of Directors and Officers who are one in the same. The corporation is a nonstock corporation.

ARTICLE III

Board of Directors

Section 3.01. General Powers. The affairs of the corporation shall be managed by its board of directors and its officers who are one in the same.

Section 3.02. Number, Tenure, and Qualifications. The number of directors shall be five. The directors appointed by the county commissioners to succeed the directors named in the Articles of Incorporation shall be appointed for a term of one year. As the terms of such directors expire, their successors shall be appointed for a term of one year and until their successors are elected and have qualified.

Section 3.03. Regular Meetings. A regular annual meeting of the board shall be held, and the board may provide by resolution the time and place, within Greene County, for holding of additional regular meetings of the board without other notice than such resolution.

Section 3.04. Special Meetings. Special meetings of the board may be called by or at the request of the president and shall be called by the secretary at the request of any two directors. The authorized person or persons calling a special meeting of the board may fix any place within Greene County as the place for holding such meeting.

Section 3.05. Notice. Notice of any special meeting of the board shall be given at least two days previously thereto by written notice delivered personally, or four days notice sent by mail or telegram, to each director at his address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or these bylaws.

Section 3.06. Quorum. A majority of the board shall constitute a quorum for the transaction of business at any meeting of the board; but if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 3.07. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board, unless the act of a greater number is required by law or by these bylaws. The board may also act by written consent or approval of all the directors of the corporation setting forth the action taken.

Section 3.08. Vacancies. Any vacancy occurring in the board shall be filled by the board until the next meeting of the commissioners and until a successor has been appointed by the commissioners and qualified. A director appointed by the commissioners to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 3.09. Compensation. Directors shall not receive any compensation for their services as directors.

Section 3.10. Directors-Absence from Meetings. Any director who is absent from three consecutive meetings without excuse satisfactory to the board shall be deemed to have surrendered his office as director.

Section 3.11. Directors-Residuary Powers. The board shall have the powers and duties necessary or appropriate for the administration of the affairs of the corporation. All powers of the corporation except those specifically granted or reserved to the commissioners by law, the articles of incorporation, or these bylaws shall be vested in the board.

Section 3.12. Directors-removal from Office. A director may be removed from office for cause by the vote of not less than three-fourths of the commissioners present at a meeting of the commissioners, provided notice of such proposed action shall have been duly given in the notice of the meeting and provided the director has been informed in writing of the charges preferred against him at least ten days before such meeting. The

director involved shall be given an opportunity to be heard at such meeting. Any vacancy created by the removal of a director shall be filled by a majority vote, which may be taken at the same meeting at which such removal takes place.

ARTICLE IV

Officers

Section 4.01. Officers. The officers and the board of directors, which are one in the same of the corporation, shall be a president, a vice president, a secretary, a treasurer, and an executive director. The board may elect or appoint such other officers as it shall deem desirable, such officers to have the authority to perform the duties prescribed from time to time by the board. The offices of secretary and treasurer may be combined and held by one person.

Section 4.02. Election and Term of Office. The officers of the corporation specified in Section 4.01 shall be appointed or removed in the same manner as prescribed in Sections 3.01, 3.02, 3.08, and 3.12.

Section 4.03. President. The president shall preside at all meetings of the board. He may sign, with attestation of the secretary or any other proper officer of the corporation authorized by the board, any contracts or other instruments which the board authorizes to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the board or these bylaws or statute to some other officer or agent of the corporation. In general, he shall perform all duties incident to the office of president and such other duties as may be prescribed by the board from time to time.

Section 4.04. Vice President. In the absence of the president or in the event of his inability or refusal to act, the vice president shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Any vice president shall perform such other duties as from time to time may be assigned to him by the president or the board.

Section 4.05. Treasurer. The treasurer shall perform all duties incident to the office of the treasurer and such other duties as from time to time may be assigned to him by the president or the board.

Section 4.06. Secretary. The secretary shall perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president of the board.

Section 4.07. Executive Director. The executive director shall be a paid employee of the organization and his/her salary, duties and responsibilities not stipulated in this section shall be determined by the board of directors. He/she shall be the executive head and administrative officer of the organization and shall be responsible for the management of the business of the organization, acting in the capacity of secretary and treasurer at meetings of the Board of Directors. He/she shall have supervision of the organization's office and shall employ all personnel

and supervise and terminate the activities of all organization personnel, and is to be appointed by and hold office at the pleasure of the board of directors.

ARTICLE V

Order of Business

Section 5.01. Order of Business. The order of business at any regular or special meeting of the board shall be:

- (a) Reading and approval of any unapproved minutes
- (b) Reports of officers and committees
- (c) Unfinished business
- (d) New business
- (e) Adjournment

Section 5.02. Parliamentary Procedure. On questions of parliamentary procedure not covered in these bylaws, a ruling by the president shall prevail.

ARTICLE VI

Budgets and Disbursements

Section 6.01. Budgets. (a) The fiscal year for the corporation will be from July 1 to June 30.

(b) The board shall adopt an annual budget in May of each year for presentation to its federal funding agency, the U. S. Department of Housing and Urban Development. By unanimous vote of those present, the date for adopting the budget can be changed from year to year.

(c) The annual budget shall be prepared in accordance with the requirements of the U. S. Department of Housing and Urban Development Accounting Division.

Section 6.02. Disbursements. (a) All disbursements of funds, except petty cash items under \$50, shall be made by check and countersigned by the executive director and the president or the vice-president, who shall sign only in the absence of the president or executive director.

(b) The corporation shall require a "position" surety bond of the executive director, the officers, and such other positions of responsibility deemed necessary by the commissioners for the faithful performance of their duties. The premium or premiums of said bonds shall be paid by the corporation.

(c) Expenditures may be dispersed in accordance with adopted budgets, special terms and conditions of grants and contracts, and other fiscal management policies and procedures established by the board and the HUD Accounting Division.

(d) In the event of the dissolution of this corporation, all remaining assets are to be returned to the U. S. Department of Housing and Urban Development, the source of funding for this corporation.

ARTICLE VII

Books and Records

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the board and committees having any of the authority of the board of directors, and shall keep at the registered or principal office, a record giving the names and addresses of the board. All books and records of the corporation may be inspected by HUD for any proper purposes at any reasonable time. The board shall cause an audit of the records of the corporation to be made each year by a competent auditor.

ARTICLE VIII

Seal

The board shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words, "Corporate Seal".

ARTICLE IX

Waiver of Notice

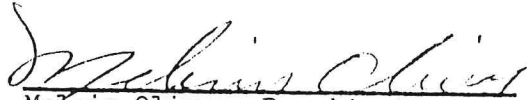
Whenever any notice is required to be given under the provisions of the statutes of said State or the articles of incorporation or the bylaws of the corporation, a waiver thereof in writing signed by the person or persons entitled thereto, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

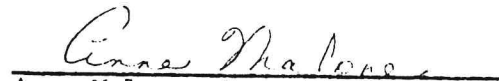
ARTICLE X

Repeal or Amendment of Bylaws

Section 10.01. These bylaws may be repealed or amended by a majority vote of the members present at any regular meeting of the board, or at any special meeting of the board called for such purpose, at which a quorum is present; provided, however, no such action shall change the purposes of the corporation so as to impair its rights and powers under the laws of said State, or to waive any requirements of bond or any provision for the safety and security of the property and funds of the corporation. Notice of any amendment to be offered at any meeting shall be given no less than seven nor more than thirty days before such meeting and shall set forth such amendment.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned President and Secretary of the corporation identified in the foregoing bylaws do hereby certify that the foregoing bylaws were duly adopted by the members of said corporation, as bylaws of said corporation, on the 19th day of June, 19 79, at a duly called and constituted meeting of the members, and that they do now constitute the bylaws of said corporation.


Melvin Oliver, President
Board of Directors


Anne Malone, Secretary
Board of Directors

(Corporate Seal)

BYLAWS OF
THE GREENE COUNTY PUBLIC HOUSING AGENCY
A NONPROFIT CORPORATION

ARTICLE III

Board of Directors

Section 302 Number, Tenure, and Qualifications. The number of directors shall be five. The directors appointed by the County Commissioners to succeed the directors named in the Articles of Incorporation shall be appointed as follows: Three of the five, designated by the Commissioners, shall be appointed for a term of one year. Two of the five, as designated by the Commissioners, shall be appointed for a term of two years. As the terms of such Directors expire, their successors shall be appointed for two year terms and until their successors are elected and have qualified.

As amended by the Board of Directors at the meeting held on November 19, 1979, and by the County Commissioners on November 20, 1979.

Board of Commissioners

Bennie Heath, Chairman
James T. Shackleford, Vice-Chair
Derek Burress
Ray Johnson
Jerry Jones

**County Manager**

Kyle J. DeHaven

County Attorney

Gay Stanley

Finance Director

Paula Loftin

From: Kyle J. DeHaven, County Manager

Re: Position Classification Amendment

Date: June 28, 2023

An amendment to the position classification plan has been requested from our HR Director to include an Administrative Assistant III. Currently, we do not have that position in our plan. This position will enter our plan at a grade of 67.

Action Recommended:

Motion to approve amendment to the position classification plan

Board Action is Needed

Board of Commissioners

Bennie Heath, Chairman
James T. Shackleford, Vice-
Chair
Derek Burress
Ray Johnson
Jerry Jones

**County Manager**

Kyle J. DeHaven

County Attorney

Gay Stanley

Finance Director

Paula Loftin

From: Kyle J. DeHaven, County Manager

Re: Appointment; Register of Deeds

Date: June 28, 2023

With the recent announcement of retirement by Ms. Nancy Murphy, an appointment of a successor is needed. Ms. Murphy requested Assistant Register Bridget Sasses to the position. The Chairman of the Executive Committee for the Greene County Democratic Party nominates this same individual, and now we request appointment to this position by the Greene County Commissioner. A bond has been ordered for this transition and will be in place when she is sworn in. Manager and staff will be available for questions at this time.

Action Recommended:

Motion to appoint the Register of Deeds

Board Action is Needed

Board of Commissioners

Bennie Heath, Chairman
James T. Shackleford, Vice-
Chair
Derek Burress
Ray Johnson
Jerry Jones

**County Manager**

Kyle J. DeHaven

County Attorney

Gay Stanley

Finance Director

Paula Loftin

From: Kyle J. DeHaven, County Manager

Re: End of Fiscal year 22/23 Budget Amendment

Date: June 28, 2023

A Budget Amendment is proposed as cleanup for the 2022/2023 Fiscal year. This BA is necessary to clean up any department or fund that is out of compliance with General Statute. Management and Staff believe this Amendment fulfills this need and presents it for approval.

Action Recommended:

Motion to approve the FY 22/23 End of Year BA

Board Action is Needed