**AGENDA – MEETING**
**GREENE COUNTY BOARD OF COUNTY COMMISSIONERS**
**2:00 PM—GREENE COUNTY OPERATIONS CENTER**
**MONDAY, JUNE 24, 2024**

## A. CALL TO ORDER

Invocation/Pledge to the Flag

## B. APPROVAL OF AGENDA

## C. CONSENT AGENDA

1. June 17, 2024 Regular Meeting Minutes

## D. PUBLIC COMMENTS

## E. COUNTY MANAGER

1. Drawdown of Public-School Building Capital Funds
2. Drawdown of Public-School Building Repair and Renovation Funds
3. Approval; End of Year Budget Amendment

## F. COUNTY ATTORNEY COMMENTS

## G. COMMISSIONER'S REPORT AND RECOMMENDATION

## H. ADJOURN

From: Kyle J. DeHaven, County Manager

Re: Consent Agenda

Date: June 24, 2024

The Consent Agenda for the June 24, 2024 Regular meeting consists of the following items:

1.) June 17, 2024 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 17, 2024, at 10:00 a.m. in the Greene County Operations Center. Present for the meeting: Chairman Bennie Heath, Commissioners Jerry Jones, Derek Burress, and Ray Johnson. County Manager Kyle DeHaven, County Attorney Gay Stanley, and Deputy Clerk Kathy Mooring. Vice-Chairman James Shackleford was unable to attend.

**A. Call to Order**

Chairman Bennie Heath called the meeting to order at 10:00 a.m., and he gave the Invocation and led the Pledge to the Flag.

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

**B. Approval of Agenda**

Chairman Heath asked if there were any other changes or additions, seeing as none, he called for a motion.

On motion by Commissioner Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve the agenda.

**C. Consent Agenda**

Chairman Heath asked for any changes/corrections to the Consent Agenda. Seeing as none, he called for a motion.

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

-June 3, 2024 Regular Meeting Minutes
-Release/Refunds
-Consideration of Late Applications for Elderly or Disabled Exclusion and Present Use Value

-Monthly Tax Collection Report
-Monthly Finance Report
-Budget Amendment; DSS
-Budget Amendment; Water

Refunds: NCVTS Tax & Tag

| | | | | | |
|---|---|---|---|---|---|
| Paul Frizzelle Miller | $44.67 | Doyle McRae Thigpen | $43.96 | Jerome Petteway | $169.65 |
| Brenda Celeste Calixto Morales | $63.85 | Taylor-Tyson Funeral Services, Inc. | $167.62 | | |

Refunds: Ad Valorem Tax

| | | | | | |
|---|---|---|---|---|---|
| Edna Thompson Bowen | $102.81 | Edna Thompson Bowen | $102.81 | Edna Thompson Bowen | $102.81 |
| Edna Thompson Bowen | $102.81 | Edna Thompson Bowen | $102.81 | | |

**D. Public Comments**
None.

**E. Presentations**

1. Board of Commissioners; Resolution Honoring the Greene Central High School Baseball Team for winning the NCHSAA 2-A Baseball State Championship

On motion by Commissioner Jones and seconded by Commissioner Johnson, the Board voted to unanimously approve the Resolution.

Chairman Heath welcomed the Greene Central High School Baseball Team to meeting and started the presentation showing Congressman Don Davis speaking to the House about the excellent job this team did in representing Greene County and bringing home the State Championship Trophy. He spoke about the County coming together in support of these young men and how proud everyone is of them. The next video shown was Representative Chris Humphrey speaking in Raleigh about the team and how they represented the County and extremely proud everyone is of their accomplishments.

Chairman Heath also spoke about the team's spirit, sportsmanship and overall teamwork they displayed. He then proceeded to read the Resolution Honoring the Greene Central High School Baseball team and coaches. Then County Manager Kyle DeHaven handed out the plaques to the team and pictures were then taken. Then Coach Ben Brann thanked all the parents for their support and then he thanked the Senior players who will be moving on and wished them all well. Chairman Heath closed by saying how he enjoyed going to the playoff games and only missed one game.

2. Trey Cash; Introduction of Rams Fest

Mr. Cash, Economic Development Director, presented the concept of Rams Fest, a one-day festival for the Greene County Community. He stated this will be a new County Festival to take place in 2025. It will be held May 10, 2025, at the Greene County Sports Complex. This event is a team effort by county staff from multiple departments to create a festival for our community. We will evaluate its success to see if it can be expanded in the future. (See attached)

**F. County Attorney Report**

No comments.

**G. Commissioner's Report and Recommendations**

Commissioner Jones stated the American Legion will have its Annual BBQ on June 29th, 11 – 2 p.m. He also noted that New Direction Church will be having a Blood Drive tomorrow.

**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 10:30 a.m.

____________________________

Bennie Heath, Chairman

Attest:

____________________________

Kyle J. DeHaven, Clerk to the Board

GREENE COUNTY
NORTH CAROLINA



From: Kyle J. DeHaven, County Manager

Re: Drawdown of Public-School Building Capital Funds

Date: June 24, 2024

The Manager and staff are seeking authorization to pull down the Public-School Building Capital Funds in the amount of $249,000.00 to be used towards annual debt service on the Middle School.

Action Recommended:

**Motion to approve the Pull Down the Public-School Building Capital Funds**

**Board Action is Needed**

# APPLICATION
# PUBLIC SCHOOL BUILDING CAPITAL FUND
# NORTH CAROLINA EDUCATION LOTTERY

Approved: ______________

Date: ______________

County: Greene

LEA: Greene County Schools (LEA 400)

Address: 301 Kingold Blvd. Snow Hill, NC 2858

Contact Person: Kyle DeHaven

Title: County Manager

Phone: 252-747-3446

Project Title: Greene County Intermediate School

Location: 614 Middle School Rd., Snow Hill, NC 28580

Type of Facility: Public School Building

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds…

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Applications must be submitted within one year following the date of final payment to the Contractor or Vendor***.

Short description of Construction Project: ______________

Estimated Costs:

| | | |
|---|---|---|
| Purchase of Land | | $ |
| Planning and Design Services | | |
| New Construction | | |
| Additions / Renovations | | |
| Repair | | |
| Debt Payment / Bond Payment | | 249,000.00 |
| TOTAL | | $ 249,000.00 |

Estimated Project Beginning Date: ______________ Est. Project Completion Date: ______________

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of $ 249,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)

Patrick J. Rooky 06-14-2024

(Signature — Chair, Board of Education) (Date)

Form Date: July 01, 2011

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

GREENE COUNTY
NORTH CAROLINA

**County Manager**
Kyle J. DeHaven

**County Attorney**
Gay Stanley

**Finance Director**
Sandy Shirtz

From: Kyle J. DeHaven, County Manager

Re: Drawdown of Public-School Building Repair and Renovation Fund

Date: June 24, 2024

The Manager and staff are seeking authorization to pull down the Public-School Building Repair and Renovation Fund in the amount of $15,943.18 to be used towards a repair to the boilers for heating air and water, and for Greene Central High School's Multipurpose Building Expansion.

Action Recommended:

**Motion to approve the Pull Down the Public-School Building Repair and Renovation Fund**

**Board Action is Needed**

**DISTRIBUTION REQUEST**
**PUBLIC SCHOOL BUILDING**
**REPAIR & RENOVATION FUND**
**NORTH CAROLINA EDUCATION LOTTERY**

| DPI USE ONLY |
|---|
| Approved By: ______ |
| Date: ______ |

**Date of Request:** May 31, 2024

County: Greene
Address: 301 Kingold Blvd.
LEA: Greene County Schools
Address: 301 Kingold Blvd.

Contact Person: Dr. Frank Creech
Title: Superintendant
Phone: 252-747-3425
Email: frankcreech@greene.k12.nc.us

Project Title: Boiler Repairs
Project Address: 614 Middle School Road

Type of Facility: Greene County Intermediate School

**The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.**

Brief Project Description (include est. start/end dates): Repairs to boilers for heating air and water.

Estimated Costs:

| | |
|---|---|
| Planning and Design Services | $ |
| New Construction – Facility Enlargement | $ |
| New Construction – Addition(s) | $ |
| Existing Construction – Facility Improvements | $ |
| Existing Construction – Facility Repairs | $11,933.18 |
| Existing Construction – Facility Renovations | $ |
| **TOTAL** | $ |

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of $11,933.18 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature – Chair, County Commissioners) (Date)

Patrick J. Rouse 6-14-2024

(Signature – Chair, Board of Education) (Date)

PRINT FORM

CLEAR FORM

**Piedmont** Service Group
Building Efficiency and Sustainability

A Service Logic Company

# INVOICE

4640 North Creek Drive
Greenville, NC 27834
Phone: (252) 355-5051
FAX: (252) 321-8382

| | |
|---|---|
| **INVOICE NUMBER** | **SV0263694** |
| **INVOICE DATE** | 3/28/2024 |
| **Customer:** | 03703 |

**BILL TO**

GREENE COUNTY SCHOOLS
GREENE COUNTY SCHOOLS
301 KINGOLD BLVD
SNOW HILL, NC 28580

**SERVICES PERFORMED AT**

GREENE CO. INTER. SCHOOL
614 MIDDLE SCHOOL ROAD

SNOW HILL, NC 28580

**Remit To: PO Box 603909 Charlotte, NC 28260-3909**

**PO Number#:**

**Payment Terms:** Net30

**Service Call:** 2403-0468

**Resolution Summary**

**Contract:**

Please see attached Call Summary Report for details of the service provided. Piedmont Service Group thanks you for allowing us to assist you with your service needs.

**Detail of Charges**

**Equipment Type / ID** **Serial #**
**Manufacturer ID / Model** **Customer Asset ID**

| Item Number / Date | Description | Qty/Hrs | | Line Total |
|---|---|---|---|---|
| LABOR | | | | |
| 3/12/2024 | Sadler, Howard | 4.00 | Regular Hour | $560.00 |
| 3/13/2024 | Sadler, Howard | 8.50 | Regular Hour | $1,190.00 |
| 3/14/2024 | Sadler, Howard | 2.00 | Regular Hour | $280.00 |
| | | | LABOR | $2,030.00 |
| TRAVEL | | | | |
| VEHICLE CHARGE | | | | $75.00 |
| VEHICLE CHARGE | | | | $75.00 |
| VEHICLE CHARGE | | | | $75.00 |
| | | | OTHER (TRAVEL) | $225.00 |
| | | | Net Invoice Amount | $2,255.00 |
| | | | Total Tax | $157.86 |
| | | | Total | $2,412.86 |

**Piedmont** Service Group
Building Efficiency and Sustainability

A Service Logic Company

# INVOICE

4640 North Creek Drive
Greenville, NC 27834
Phone: (252) 355-5051
FAX: (252) 321-8382

| | |
|---|---|
| **INVOICE NUMBER** | SV0263693 |
| **INVOICE DATE** | 3/28/2024 |
| **Customer:** | 03703 |

**BILL TO**

GREENE COUNTY SCHOOLS
GREENE COUNTY SCHOOLS
301 KINGOLD BLVD
SNOW HILL, NC 28580

**SERVICES PERFORMED AT**

GREENE CO. INTER. SCHOOL
614 MIDDLE SCHOOL ROAD

SNOW HILL, NC 28580

**Remit To: PO Box 603909 Charlotte, NC 28260-3909**

**PO Number#:**

**Payment Terms:** Net30

**Service Call:** 2402-0163

**Resolution Summary**

**Contract:**

Please see attached Call Summary Report for details of the service provided. Piedmont Service Group thanks you for allowing us to assist you with your service needs.

**Detail of Charges**

**Equipment Type / ID** **Serial #**
**Manufacturer ID / Model** **Customer Asset ID**

| Item Number / Date | Description | Qty/Hrs | | Line Total |
|---|---|---|---|---|
| LABOR | | | | |
| 2/5/2024 | Sadler, Howard | 4.50 | Regular Hour | $630.00 |
| 2/20/2024 | Sadler, Howard | 4.00 | Regular Hour | $560.00 |
| | | | LABOR | $1,190.00 |
| TRAVEL | | | | |
| VEHICLE CHARGE | | | | $75.00 |
| | | | OTHER (TRAVEL) | $75.00 |
| | | | Net Invoice Amount | $1,265.00 |
| | | | Total Tax | $88.56 |
| | | | **Total** | **$1,353.56** |

# Piedmont Service Group
Building Efficiency and Sustainability

A Service Logic Company

# INVOICE

4640 North Creek Drive
Greenville, NC 27834
Phone: (252) 355-5051
FAX: (252) 321-8382

**INVOICE NUMBER** SV0265769
**INVOICE DATE** 5/7/2024
**Customer:** 03703

**BILL TO**

GREENE COUNTY SCHOOLS
GREENE COUNTY SCHOOLS
301 KINGOLD BLVD
SNOW HILL, NC 28580

**SERVICES PERFORMED AT**

GREENE CO. INTER. SCHOOL
614 MIDDLE SCHOOL ROAD

SNOW HILL, NC 28580

**Remit To: PO Box 603909 Charlotte, NC 28260-3909**

**PO Number#:**
**Payment Terms:** Net30
**Service Call:** 2403-0864
**Resolution Summary**
**Contract:**

Please see attached Call Summary Report for details of the service provided. Piedmont Service Group thanks you for allowing us to assist you with your service needs.

**Detail of Charges**

**Equipment Type / ID** **Serial #**
**Manufacturer ID / Model** **Customer Asset ID**

| Item Number / Date | Description | Qty/Hrs | | Line Total |
|---|---|---|---|---|
| **LABOR** | | | | |
| 4/11/2024 | DAUM, DEREK | 8.00 | Regular Hour | $1,120.00 |
| 4/11/2024 | TRIPP, WYATT | 9.00 | Regular Hour | $1,260.00 |
| 4/12/2024 | DAUM, DEREK | 1.50 | Regular Hour | $210.00 |
| 4/15/2024 | Beddard, Woody | 8.00 | Regular Hour | $1,120.00 |
| 4/15/2024 | DAUM, DEREK | 8.00 | Regular Hour | $1,120.00 |
| 4/16/2024 | Beddard, Woody | 8.00 | Regular Hour | $1,120.00 |
| 4/16/2024 | DAUM, DEREK | 4.50 | Regular Hour | $630.00 |
| | | | LABOR | $6,580.00 |
| **MATERIAL** | | | | |
| 2 BLK MI CORED PLUG | | 3.00 | | $66.17 |
| 2 GALV MI CORED PLUG | | 1.00 | | $41.30 |
| 2- 5 GALLON DRUMS RIDLYM | | 2.00 | | $540.00 |
| CONSUMABLES | | 1.00 | | $30.00 |
| | | | MATERIAL | $677.47 |
| **TRAVEL** | | | | |
| VEHICLE CHARGE | | | | $75.00 |
| VEHICLE CHARGE | | | | $75.00 |
| VEHICLE CHARGE | | | | $75.00 |
| VEHICLE CHARGE | | | | $75.00 |
| VEHICLE CHARGE | | | | $75.00 |
| | | | OTHER (TRAVEL) | $375.00 |
| | | | Net Invoice Amount | $7,632.47 |
| | | | Total Tax | $534.29 |
| | | | Total | $8,166.76 |

NC Mech License: 29539 NC Elect License: L08363 NC Refrig License: 4483

**Piedmont** Service Group
Service Logic

# Call Summary

4640 North Creek Drive
Greenville, NC 27834
(252) 355-5051

| | | |
|---|---|---|
| Customer Name: GREENE CO. INTER. SCHOOL | Contact: | Phone: ( ) - ext. |
| Address: 614 MIDDLE SCHOOL ROAD | City: SNOW HILL | State: NC / Zip: 28580 |
| Service Call ID: 2403-0864 | Contract Number: | Contract Type: |
| Primary Technician: DAUM, DEREK | Call Type: SPOT CALL | P.O. #: |
| Description: ADD CHEMICALS IN BOILER LOOP | Customer Number: 03703 / Location Number: 003 | |

**Click here for visual content of services performed.**

XOi Link

**Resolution**

COMPLETE
ADD CHEMICALS IN BOILER LOOP

[4/11/2024 5:38:24 PM DAUM, DEREK - 0001]
Checked in. Added boiler drain valve and air bleeder to 3 loops. Drained boiler and cleaned out strainers. Boilers wouldn't start back up. Showing a flow sensor and/or low water cut out fault.

[4/12/2024 12:00:11 AM TRIPP, WYATT - 0002]
Arrived on site and checked in with Todd Whaley. Started the repairs to the boiler.

Tasks completed today:
-Installed tee's to the loop on each wing
-Cleaned the strainers

Once finished for the day, we cleaned up and returned the boilers to normal operation. Boilers would not return to normal operation and should be looked into further.

[4/12/2024 8:01:48 PM DAUM, DEREK - 0003]
Checked on boiler and gather materials for Monday.

[4/15/2024 4:19:46 PM DAUM, DEREK - 0004]
Removed old pumps, plugged old shut off valves. Purged system of air.

[4/15/2024 7:51:52 PM BEDDARD, WOODY - 0005]
Continued getting the air out of the system

[4/16/2024 7:09:16 PM DAUM, DEREK - 0006]
Continued getting air out of the system.

[4/16/2024 8:20:29 PM BEDDARD, WOODY - 0007]

Finished getting the air out of the system

| Labor | | | | | |
|---|---|---|---|---|---|
| **Technician** | **Appt** | **Date** | **Hours** | **Pay Code** | **Equipment ID** |
| DEREK DAUM | 0001 | 4/11/2024 | 8.00 | Regular Hour | |
| DEREK DAUM | 0003 | 4/12/2024 | 1.50 | Regular Hour | |
| DEREK DAUM | 0004 | 4/15/2024 | 8.00 | Regular Hour | |
| DEREK DAUM | 0006 | 4/16/2024 | 4.50 | Regular Hour | |
| Woody Beddard | 0005 | 4/15/2024 | 8.00 | Regular Hour | |
| Woody Beddard | 0007 | 4/16/2024 | 8.00 | Regular Hour | |
| WYATT TRIPP | 0002 | 4/11/2024 | 9.00 | Regular Hour | |
| | | | 47.00 | Total Hours | |

| Purchase Orders | | | | |
|---|---|---|---|---|
| **Technician** | **P.O.#** | **Quantity** | **Item** | **Description** |
| | PO0348513 | 1.00 | 2 GALV MI CORED PLUG | 2 GALV MI CORED PLUG |
| | PO0348513 | 3.00 | 2 BLK MI CORED PLUG | 2 BLK MI CORED PLUG |

## Thank You

Piedmont Service Group thanks you for allowing us to assist you with your maintenance needs. We hope we have provided you with the prompt and high quality service that you deserve. We hope you will sincerely consider Piedmont Service Group first for any future maintenance demands.

| Customer Name and Signature | Technician Name and Signature |
|---|---|
| **Todd** | **Woody Beddard** |

**DISTRIBUTION REQUEST**
**PUBLIC SCHOOL BUILDING**
**REPAIR & RENOVATION FUND**
**NORTH CAROLINA EDUCATION LOTTERY**

| DPI USE ONLY |
|---|
| Approved By: ___________ |
| Date: ___________ |

**Date of Request:** June 10th, 2024

County: Greene
Address: 301 Kingold Blvd
LEA: Greene County Schools
Address: 301 Kingold Blvd

Contact Person: Dr. Frank Creech
Title: Superintendant
Phone: 252-747-3425
Email: frankcreech@greene.k12.nc.us

Project Title: Design and Engineering Proposal for Greene Central High School Multipurpose Building Expansion
Project Address: 140 School Drive
Snow Hill, NC 28580
Type of Facility: High School

**The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.**

Brief Project Description (include est. start/end dates): Design and Engineering Proposal for Greene Central High School Multipurpose Building, expansion

Estimated Costs:

| | |
|---|---|
| Planning and Design Services | $$14,750.00 |
| New Construction – Facility Enlargement | $ |
| New Construction – Addition(s) | $ |
| Existing Construction – Facility Improvements | $ |
| Existing Construction – Facility Repairs | $ |
| Existing Construction – Facility Renovations | $ |
| **TOTAL** | $ |

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of $$14,750.00 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature – Chair, County Commissioners) (Date)

Patrick J. Roy 6-14-2024
(Signature – Chair, Board of Education) (Date)

PRINT FORM CLEAR FORM

# SMITH ENGINEERING AND DESIGN, P.A.

Frank Creech, Ed.D.
Greene County Schools
301 Kingold Blvd.
Snow Hill, NC 28580

March 20, 2024

ENGINEERING SCOPE OF SERVICES AND PRICE PROPOSAL FOR THE GREENE CENTRAL MULTIPURPOSE BUILDING LOCATED AT 140 SCHOOL DR., SNOW HILL, NC

PROJECT DESCRIPTION: The project consists of the construction of an approximately 42' x 56' pre-engineered metal building for use as an athletic/multi-purpose facility with men's and women's single stall restrooms. The exterior will be finished with metal wall and roof panels with the interior lined with ¾" plywood panels to 8' above the finished floor. Restrooms will be finished with FRP board on the walls and gypsum board ceilings. The building will be heated and cooled with a split system heat pump. The building design will be in accordance with the North Carolina Building Codes for approval by the NC Department of Public Instruction and as noted below:

SCOPE OF SERVICES:

- Provide architectural engineering design with building code summary, floor plan, exterior elevations, life safety plan, door and finish schedules, and wall sections.
- Provide structural design to include foundation and wall framing plans.
- Provide plumbing design with piping layout and fixture schedules.
- Provide mechanical design to include HVAC equipment sizing and duct layout, and register and return specification and placement.
- Provide electrical design to include lighting layout, panel schedules, exit and egress lighting, code compliance statements, power and receptacle layout and electrical service size.
- Supporting specifications, project notes, and schedules to be provided on engineered sealed drawings.
- Opinion of Probable Costs

FEES: **$14,750.00** (Fixed Fee)

The following is a list of items that are not included in our proposal. We will be glad to provide these services if requested and bill them hourly or as negotiated prior to execution of this agreement. These items include, but are not limited to:

- Civil/Site design and plans
- Pre-engineered Metal Building Plans (Provided by building manufacturer)
- Construction Administration
- Technical Specifications
- As-Built Drawings of Completed Construction
- Requests and revisions beyond those outlined in the scope of work above.

STANDARD PROVISIONS:

INVOICES. An invoice for the full sum fixed fee ($14,750.00) shall be submitted by the Engineer with the delivery of the final plans, is due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the invoice date.

INTEREST. If payment is not received within thirty (30) calendar days of the invoice date, the Client shall pay as interest an additional charge of one-and-one-half percent of the past due amount per month. Payment thereafter shall first be applied to the accrued interest and then to the unpaid principal.

COLLECTION COST. In the event legal action is necessary to enforce the payment provisions of this agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorney's fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expense spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

SUSPENSION OF SERVICES. If the Client fails to make payments when due or otherwise is in breach of this agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this agreement by the Client.

TERMINATION OF SERVICES. If the Client fails to make payment to the Engineer in accordance with the payment terms herein, this shall constitute a material breach of this agreement and shall be cause for termination by the Engineer.

SET-OFFS, BACKCHARGES, DISCOUNTS. Payment of invoices is in no case subject to unilateral discounting of set-offs by the Client, and payment is due regardless of suspension or termination of this agreement by either party.

MEDIATION. In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project, the Client and the Engineer agree that all disputes between them arising out of or relating to this agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Client and the Engineer further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also included a similar mediation provision in all agreements with sub-contractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between parties to those agreements.

LIMIATION OF LIABILITY. In recognition of the relative risks and benefits of the project to both the Client and the Engineer, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability if the Engineer and his or her sub-consultants to the Client and to all construction contractors and subcontractors on the project for any claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Engineer and his sub-consultants to all those named shall not exceed $250,000.00 or the Engineer's total fee for services rendered on the project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

UNAUTHORIZED CHANGES. In the event the Client consents to, allows, authorized or approves changes to any plans, specification or other construction documents, and these changes are not approved in writing by the Engineer, the Client recognizes that such changes and the results thereof are not the responsibility of the Engineer, Therefore, the Client agrees to release the Engineer from any liability arising from the construction, use or result of such changes. In addition, the client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) arising from such changes, except only those damages, liabilities and cost arising from the sole negligence or willful misconduct of the Engineer.

TERMINATION. Either the Client or the Engineer may terminate this agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. The Client shall within thirty (30) calendar days of termination pay the Engineer for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this agreement.

CONTROLLING LAW. This agreement is to be governed by the law of the State of North Carolina.

MERGER; AMENDMENT. This agreement constitutes the entire agreement between the Engineer and the Client, and all negotiations and oral understanding between the parties are merged herein. This agreement can be supplemented and/or amended only by a written document executed by both the Engineer and the Client.

COORDINATION. We will apply reasonable effort and due diligence to facilitate a practical level of coordination including but not limited to code requirements, sharing of information with engineers and other professionals involved with the project, permitting, scheduling and pricing. Coordination does not guarantee 100% knowledge and/or accuracy of all information created, shared or reviewed during the project.

JESSICA LUNSFORD ACT. As required by N.C.G.S. 115C-332.1, all contractors, subcontractors, consultants, sub-consultants, and vendors shall conduct prior to the start of service and annually thereafter a review of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees who will provide services under this contract that involve direct interaction with GCBOE students. For Contractor's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at http://www.nsopw.gov/. Any employee of the contractor, subcontractor, consultant, sub-consultant, or vendor found to be registered on any of the lists identified herein shall not perform any work under this contract and shall not be permitted to enter property owned by Greene County Public Schools or Greene County on behalf of Greene County Public Schools. Failure to comply may result in legal action and termination of the contract for default.

I appreciate the opportunity to submit this proposal for professional services. If you have any questions or concerns, please contact me at 919-736-2141.

By signing this agreement, client agrees to pricing, scope of services, and terms and conditions as referenced above.

Joe T. Smith Jr. 3/20/24 ______________________________

Joe T. Smith, Jr., PE Date Client Signature Date
Smith Engineering and Design, P.A.

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

______________________________ (Date)

______________________________ (Signature of finance officer)

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

GREENE COUNTY
NORTH CAROLINA

**County Manager**
Kyle J. DeHaven

**County Attorney**
Gay Stanley

**Finance Director**
Sandy Shirtz

From: Kyle J. DeHaven, County Manager

Re: Approval; EOY BA

Date: June 24, 2024

A Budget Amendment is proposed as cleanup for the 2023/2024 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 proposed EOY BA**

**Board Action is Needed**