

NORTH CAROLINA
COUNTY OF GREENE

The Greene County Board of Commissioners met in regular session on Monday, May 20, 2024, 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, Derek Burrese, and Ray Johnson. 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 7:00 p.m., and asked Commissioner Burrese to give the Invocation and lead the Pledge to the Flag.

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

B. Approval of Agenda

Chairman Heath noted that they were adding a Closed Session to the Agenda for Attorney/Client Privilege. He 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 Shackelford, the Board voted unanimously to approve the Consent Agenda as presented.

- May 6, 2024 Regular Meeting Minutes
- Release/Refunds
- Monthly Collection Report
- Monthly Financial Report
- Resolution to Surplus Property
- CPT Code Increase; Health

Refunds: NCVTS Tax & Tag

Ronald Franklin Gray	\$2.15	Jerry Edward Cannon	\$22.98	Joanne Denise Morris	\$76.64
Julie Elks Sutton	\$51.23	Paul Francis Little	\$58.30		

Releases: Ad Valorem Tax

Capstone Industrial Services, LLC	\$153.69				
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Refunds: Ad Valorem Tax

Happy Valley Farms, LLC	\$100.00				
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D. Public Comments

1. David Jones, 105 7th St., Snow Hill. Mr. Jones came to speak about Election Poll worker pay. See attached handout that Mr. Jones provided and read from.

E. County Manager

1. Mr. DeHaven presented a Recycling and Disposal Contract. He noted this is the current company we use. He noted they evaluated other service providers and it is recommended we stay with this contractor. Commissioner Jones asked David Jones, Director of the Public Works Department if he is okay with this and Mr. David Jones said he is satisfied with this company and noted this contract is for recycling scrap tires.

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

2. Mr. DeHaven next presented a request for an appointment to the Trillium Regional Advisory Board that is needed to maintain compliance with state Statute. The law is very clear on the background necessary to serve in this role. Commissioner Shackelford stated we need someone in this position who will fight for our citizens and must meet the background necessary to serve in this role. He recommends Calvin Edwards from the applications received. It was argued that per Mr. Edwards application we have no way of knowing if he has the background needed. Commissioner Johnson recommends Michael Rhodes for the position as he has the background necessary to serve in this role. Commissioner Burress feels of the applications received nobody

qualifies for the position and that we should advertise for more applications and try again. Commissioner Johnson asked DSS Director Amanda Smith if she felt anyone qualified of the applications received, she stated she did not feel anyone qualified. She stated we need someone who will fight for our citizens mental health and have some kind of DSS background as well. Commissioner Burress again suggested we wait on this appointment and try to get more applications, he also suggested we appoint Amanda Smith as an interim appointment until we find someone who qualifies. Commissioner Jones agreed with this and suggested we try for better applicants. Lorraine Washington, DSS Board Chairman asked if she could speak. Chairman Heath allowed her to speak. She stated the importance of getting the right person for this position, someone who will advocate for our citizens. Commissioner Johnson asked Ms. Washington if she felt the County Attorney would be a good fit for this position, Ms. Washington stated the person could be anyone as long as they advocate for our citizens and their mental health. Commissioner Shackleford again expressed concern about getting someone who will advocate for our mentally ill citizens and get what these people need.

On motion by Commissioner Burress and seconded by Commissioner Johnson, the Board voted unanimously to appoint DSS Director Amanda Smith as our interim representative for the next Trillium Regional Advisory Board.

3. Mr. DeHaven next presented a request from the Greene County Board of Health to appoint four people to their Board of the five seats open. They advertised the open positions and received four applications. The current Greene County Board of Health have submitted their recommendations. (See attached)

On motion by Commissioner Jones and seconded by Commissioner Johnson, the Board voted unanimously to appoint the following to the Greene County Board of Health; Stephanie Harris as a Public Member, Sharon Smith as Pharmacist position, Michael Rhodes as Public Member, Dr. Ivey Smith as Veterinarian and Grayson Moore as Physician (ILO).

4. Mr. DeHaven next presented a Letter of Intent for Debris Removal post-disaster. The County's contract with DRC Emergency Services has recently concluded. NC Emergency Management has established prepositioned debris removal contracts accessible to local government entities. Greene County Emergency Services proposes signing a Letter of Intent with Southern Disaster Recovery (SDR) and Crowder Gulf as our primary and secondary contractors for debris removal.

On motion by Commissioner Jones and seconded by Commissioner Shackleford, the Board voted unanimously to approve the Letter of Intent.

5. Mr. DeHaven next presented a proposed balanced budget for the FY 24/25 fiscal year. The budget message is attached as is statutorily required and highlights the document. The County Manager also requested two dates for budget review, one in the morning and one in the evening if needed. The County Manager also requested the Chairman set a Public Hearing for June 3rd, 2024 at 10 a.m. at the Greene County Operations Center located at 312 SE Second St., Snow Hill, NC 28580 to receive public input in regards to the proposed budget. Commissioner Burress expressed his desire to have an evening workshop to allow the public to attend.

Chairman Heath set the first budget workshop for May 22nd, 2024 at 10 a.m. in the Longleaf Conference Room at 229 Kingold Blvd., Snow Hill, NC 28580 and the second will be May 28th if needed. He also set the Public Hearing for June 3rd, 2024 during the next scheduled Board of Commissioners Meeting as noted above.

F. County Attorney Report

No comments.

G. Commissioner's Report and Recommendations

Chairman Heath made a few announcements, the first being the Walstonburg "Proud to be an American Day" on June 1st in Walstonburg; second event is a Shred-A-Thon at the Greene County Senior Center on May 22nd from 10 a.m. – 1 p.m. Commissioner Burress congratulated Greene Central William Drake for finishing runner-up in the State Individual Tennis Tournament. He also noted that since the Board just approved a Resolution of Surplus Property to be auctioned on Govdeals.com that we may want to collaborate with Greene County Schools to auction off our items as the schools just had an auction and had a great turn out. He also stated that he has observed several instances of unattended and unlocked offices within county premises, which leaves potential for unauthorized access and compromises confidentiality. Individuals who no longer have employment or contractual obligations with the county have been observed using badges to enter the county buildings. He suggested a county review of all badges and email lists to make sure all former employees and contractors are deactivated and email accounts also be updated as well.

H. Closed Session – Attorney/Client Privilege

Motion/Second into Closed Session: Commissioners Jones/Johnson

Motion/Second out of Closed Session: Commissioners Jones/Johnson

I. ADJOURN

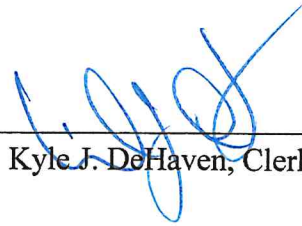
On motion by Commissioner Jones and second by Commissioner Johnson to adjourn the meeting, the Board voted unanimously to adjourn. The meeting adjourned at 8:12 p.m.



Bennie Heath, Chairman

Attest:





Kyle J. DeHaven, Clerk to the Board

I am here to speak in support of a significant pay increase for Greene County election workers, beginning with the November 5th General Election. Nationally, the average hourly rate for poll workers is \$24. The North Carolina average is \$23.28. Greene County election workers are paid less than \$12 per hour.

Election officials perform vital tasks during early voting and on Election Day including: setting up the voting equipment, checking in voters, processing ballots, assisting voters with special needs, and closing and securing voting sites at the end of the day. Due to everchanging state laws and other legal requirements, the work of election officials has become extremely complex and stressful. As local election boards prepare for the November 5th general election, state law makers are advancing legislation such as **HB 109, HB 303, HB 485, HB 706, SB 747, SB 748, SB 749, HB 728, HB 772, and HB 816**. HB 772 lists 19 specific actions poll observers are allowed to take inside the polling place. It also identifies 8 actions prohibited to poll observers. These and other pending bills will make temporary election worker's jobs more challenging and stressful than ever before.

The people working as election officials in Greene County are our family members, our friends and our neighbors. During the November General Election, they will be subjected to intense scrutiny by people with little experience training or knowledge of the election process. At a minimum, Greene County poll workers deserve compensation that reflects their training, technical knowledge, years of experience, personal commitment, potential exposure to hostile interactions, and time away from family and personal obligations. NCGS 163-37 grants county commissioners' the discretion to pay, chief judges, judges, and ballot counters. Commissioners, please support this fundamental right of the voters of Greene County and fund a reasonable and appropriate rate increase for our Greene County temporary election employees. The temporary employees deserve the increase and the voters of Greene County deserve the continued expectation of a secure, professionally administered voting experience.



**Greene County
Department of Public Health
Snow Hill, NC 28580**

To: Greene County Commissioners
Greene County Manager
Greene County Board of Health

From: Joy Brock, Health Director JB

Date: May 15, 2024

Re: Greene County Board of Health
Membership Application Recommendations

At the Greene County Board of Health meeting on May 14, 2024, the Greene County Board of Health discussed four applications for the Greene County Board of Health's five vacancies.

The five Greene County Board of Health vacancies are:

- Optometrist
- Veterinarian
- Physician
- Public Member
- Public Member

Stephanie Harris is currently serving in lieu of (ILO) of a Pharmacist on the Greene County Board of Health. The Greene County Board of Health is recommending that Stephanie Harris be appointed / moved to one of the Public Member positions and Sharon Smith (one of the applicants) be appointed to the Pharmacist position on the Greene County Board of Health. Sharon Smith is a pharmacist.

NC General Statute 130A-35

(b) The members of a county board of health shall be appointed by the county board of commissioners. The board shall be composed of 11 members. The composition of the board shall reasonably reflect the population makeup of the county and shall include: one physician licensed to practice medicine in this State, one licensed dentist, one licensed optometrist, one licensed veterinarian, one registered nurse, one licensed pharmacist, one county commissioner, one professional engineer, and three representatives of the general public. Except as otherwise provided in this section, all members shall be residents of the county. If there is not a licensed physician, a licensed dentist, a licensed veterinarian, a registered nurse, a licensed pharmacist, or a professional engineer available for appointment, an additional representative of the general public shall be appointed. If, however, one of the designated professions has only one person residing in the county, the county commissioners shall have the option of appointing that

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person or a member of the general public. In the event a licensed optometrist who is a resident of the county is not available for appointment, then the county commissioners shall have the option of appointing either a licensed optometrist who is a resident of another county or a member of the general public.

(c) Except as provided in this subsection, members of a county board of health shall serve three-year terms. No member may serve more than three consecutive three-year terms unless the member is the only person residing in the county who represents one of the professions designated in subsection (b) of this section. The county commissioner member shall serve only as long as the member is a county commissioner. When a representative of the general public is appointed due to the unavailability of a licensed physician, a licensed dentist, a resident licensed optometrist or a nonresident licensed optometrist as authorized by subsection (b) of this section, a licensed veterinarian, a registered nurse, a licensed pharmacist, or a professional engineer, that member shall serve only until a licensed physician, a licensed dentist, a licensed resident or nonresident optometrist, a licensed veterinarian, a registered nurse, a licensed pharmacist, or a professional engineer becomes available for appointment. In order to establish a uniform staggered term structure for the board, a member may be appointed for less than a three-year term.

Stephanie Harris would start over with a new three-year term on July 1, 2024. This would be considered her first term. Sharon Smith would be completing the term started by Stephanie Harris on July 1, 2022. That term would end on June 30, 2025, and Sharon Smith would be eligible for reappointment to another three-year term. *(Per email conversation with Jill Moore, Associate Professor of Public Law and Government, UNC School of Government.)*

The Board of Health recommends Michael Rhodes for another three-year term in his current position – Public Member. (This will be his second three-year term.)

The Board of Health recommends Dr. Ivey Smith for another three-year term in his current position – Veterinarian. (This will be his second term.)

The Board of Health recommends Grayson Moore be appointed to the Physician position. She will be serving ILO. This will be her first three-year term.

That still leaves one vacancy on the Greene County Board of Health – optometrist. We will continue to advertise this vacancy so that we can fill the position.

Thank you for your prompt attention to this very important matter.

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
Sandy Shirtz

Resolution Declaring Surplus Property

WHEREAS, Greene County is authorized by the North Carolina Statute (NCGS) 153A-176 to dispose of real or personal property belonging to the county by public auction and donations of personal property to other governmental units, and

WHEREAS, there exists certain items of personal property belonging to Greene County which are surplus to the needs of the County, and

WHEREAS, NCGS 153A-176 describes the procedure to be followed to affect such sale,

NOW, THEREFORE BE IT RESOLVED by the County Commissioners of Greene County that the County Manager is directed to dispose of the following items of County property by online auction utilizing GovDeals.com. Terms are cash or certified check at the time of sale.

<u>ITEM NAME</u>	<u>DESCRIPTION</u>	<u>VIN/ID#</u>
Vintage Steel Age 60 drawer file cabinet		
2004 Chevy Impala	4 door	2G1WF52E649207513
2003 Dodge RAM	2500	307KA28023G786317
2007 Dodge Caravan	passenger van	1D4GP45R47B154060
2012 Dodge	Charger 4 door	2C3CDXAG5CH304418
2014 Dodge	Charger 4 door	2C3CDXAT5EH172129
2014 Dodge	Charger 4 door	2C3CDXAT9EH348647
2016 Dodge	Charger 4 door	2C3CDXAT4GH281846
1999 Ford E450	Ambulance	1FDXE40F3XHA17572
2005 Ford	Explorer	1FMZU72K65ZA14034
2009 Ford F150	Truck	1FTRF12W69KC05823
1995 Ford F150	Truck	1FTEF15N95NB70104
2004 Ford F350	Truck	1FTSW30L74EA07586

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

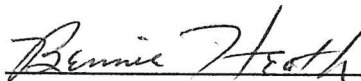
Finance Director

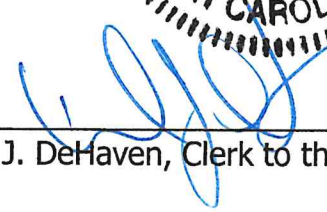
Sandy Shirtz

Adopted this 20th of May, 2024.

ATTEST:




Bennie Heath, Chairman


Kyle J. DeHaven, Clerk to the Board



**Greene County
Department of Public Health
Snow Hill, NC 28580**

May 14, 2024

Increase Fee for the following CPT Code:

CPT CODE	DESCRIPTION	CURRENT FEE	PROPOSED FEE	AMOUNT OF INCREASE
90632	Hepatitis A Vaccine for Adults (18 and older)	\$80.00	\$110.00	\$30.00

The Greene County Department of Public Health has the need for increasing the above referenced CPT (Current Procedural Terminology) code due to the increased cost to the department to provide these services to the citizens of Greene County. The Fee Setting Committee met May 6, 2024 via email and has agreed to the fee as listed above for the service to be billed to all payor sources. In order to charge all parties this rate for this service, GCDPH needs the approval of the Greene County Board of Health and the Greene County Board of Commissioners. The Greene County Board of Health gave their approval at their meeting on May 14, 2024. Please accept our proposal to allow us to charge the fee as listed above to all payor sources.

Betty Shingleton

Business Officer I

Joy Brock

Health Director

Dr. Whitley Bartholomew

Greene County BOH, Chairman

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GREENE COUNTY

RECYCLING & DISPOSAL CONTRACT

This Scrap Tire Recycling and Disposal Contract ("Contract") made and entered on this 1st day of July 2024 ("Anniversary Date"), by and between the County of Greene, a political subdivision of the State of North Carolina, hereafter referred to as "County" and Central Carolina Holdings, LLC, located at 1616, Mckoy Town Road, North Carolina 28326, herein after referred to as the "Contractor".

WITNESSETH

WHEREAS, the County chooses to recycle its scrap tires when possible and has determined that this service can best be provided through a service contract with a qualified firm: and,

WHEREAS, the Contractor is qualified to provide collection, transportation recycling and disposal of tires and other scrap rubber and has the necessary equipment, personnel, facilities, expertise, financial resources, and management skills to provide a high level of service.

1) Scrap Tire Volume Generated

It is unknown how many scrap tires that the County receives at its landfill annually. However, the Contractor understands that the County does not control the scrap tire waste stream and that there is no guaranteed volume that will be received during the term of this Contract.

2) Recycling and Disposal Services

a) Contractor Responsibilities

The Contractor agrees to stage a van trailer at the County's designated sites and to transport, process, recycle or dispose of all scrap tires loaded in said trailer. Furthermore, the Contractor shall be responsible for hauling, processing, recycling and/or disposing of all scrap tires in accordance with all applicable state, federal, and local environmental and safety laws, regulations, permits, ordinances, and standards.

b) County Responsibilities

The County shall make available ample space in a manner acceptable to the Contractor to provide for efficient handling of containers and materials contained therein.

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GREENE COUNTY

3) Term

This Contract shall be in full force and effect for a period of five (5) years from the date of execution, unless terminated earlier per Section 8 (b) with two (2) automatically extended annual renewal terms at the end of each successive term unless either party notifies the other party in writing 30 days prior to the expiration of the term of his desire to terminate this contract, in which case the term shall end as scheduled.

4) Time of Performance

Contractor shall remove each loaded trailer in a timely manner. Non-working days shall include Saturday, Sunday, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and the day after Christmas.

5) Invoices

The Contractor shall invoice the County for scrap tires collected and transported since the previous invoice. Each invoice shall be according to the fees per Section 6. Each invoice shall include a dated listing of the loads collected and transported.

6) Collection Disposal Fees

The County shall pay Contractor, for the work described in Section 2, including processing and transportation of all passenger and truck tires, the sum of \$85.00 per ton, with a ten (10) ton minimum per load requirement. Freight will be charged at \$525.00 per load in addition to a \$25.00 Environmental Fee charge for each trailer pulled from the county collection site. Off road tires are charged at the same rate of \$85.00 per ton plus an additional \$0.20 per pound / Super Singles will be at the same rate of \$85.00 per ton plus \$.05 per pound with no minimum tonnage. A Consumer Price Index adjustment will be calculated in March of each year and will be applied to the contract price each year on July 1. Central Carolina Holdings reserves the right to reject or apply a special handling sur-charge fee for any and all tires that appear to have been burned, buried or shredded prior to transfer to their facility. Because fuel consumption constitutes a major part of the fee structure, in addition to the freight, there will be a fuel Sur Charge on each load.

Fuel Sur Charge Calculation

Fuel Sur-charge is calculated on a base price of fuel. Total round trip 210 miles for this transaction are multiplied times the incremental adjustment shown with that average price per gallon. Average price increments with corresponding Sur-charge are listed below. The price of diesel fuel for the purposes of this agreement shall be the diesel price for the East Coast, as obtained from the Diesel Fuel Hotline (202) 586-6966.

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Price per Gallon	Price Adjustment per mile
\$2.50 - \$2.74	+0.30
\$2.75 - \$2.99	+0.35
\$3.00 - \$3.24	+0.40
\$3.25 - \$3.49	+0.45
\$3.50 - \$3.74	+0.50
\$3.75 - \$3.99	+0.55
\$4.00 - \$4.24	+0.60
\$4.25 - \$4.49	+0.65
\$4.50 - \$4.74	+0.70
\$4.75 - \$4.99	+0.75
\$5.00 - \$5.24	+0.80

Formula follows with the price of fuel.

In the event of a discrepancy between Contractor and County records, such an invoice shall be paid less the amount of the discrepancy. A notice of discrepancy with supporting documentation, shall be promptly sent to Contractor and the two parties shall reconcile records and invoices at the earliest possible date. Such reconciliation shall be reflected on the next invoice from Contractor.

7) Taxes, etc. clause

Should the local, state, or federal government impose a franchise fee or tax, Contractor will pass this fee on to the county, or Contractor and County will agree to cancel the contract. Should such termination or recession occur before performance of the activity herein provided is begun, all parties hereto shall be released from the provisions hereof without liability or obligation. Should such termination or recession occur after such performance is begun, the liability and obligations of the parties shall be limited to settlement of all proper claims based upon performance prior to termination or recession of this contract. In no case shall the Company be liable or responsible for any other cost of obtaining, preparing, maintaining, or operating the facilities for deposit of said tires nor shall Company be liable or responsible for any of the cost of obtaining, preparing, maintaining, or operating the location for assembly, collection, and removal of said tires.

8) Termination

This Contract may be terminated according to either of the following provisions:

a) Default: If either party hereto deems the other party hereto to be in default of any provision hereof, the claiming party shall provide notice in writing to the defaulting party of said default. If said defaulting party fails to correct the default within twenty (20) working days from the date of notice, the other party may terminate this Contract immediately. In case of such termination the party terminating this contract shall forthwith give the other party written notice of such termination.

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GREENE COUNTY

b) Mutual Agreement: This Contract may be terminated by mutual agreement of the parties hereto, at any time.

9) Force Majeure

a) Suspension of Performance: The performance of its duties and obligations hereunder by either party shall be suspended to the extent that such performance, in whole or in part, shall be rendered impracticable by Force Majeure.

b) Definition: Force Majeure - For purposes herein, Force Majeure shall be termed as any event or occurrence of any nature or kind in respect to the duties herein that is beyond the control of and occurs without the negligence of the party invoking the same, including without limitation: acts of God or of a public enemy, acts of government or governmental authority in either its sovereign or contractual capacity, wars, riots, fires, floods, explosions, epidemics, boycotts, excessive fuel prices, blackouts, strikes, labor disputes, equipment breakdowns, and any transportation problem directly affecting or inhibiting pickups.

c) Notice: In the event that either party hereto determines that a Force majeure has occurred, or it is likely to occur, said party shall promptly furnish to the other party notice in writing of such Force Majeure, setting forth the nature of such problem, the anticipated effect thereof on said party's performance hereunder and when normal performance may be expected. In the event of excessive fuel prices of over the road diesel. Contractor and County will negotiate satisfactory terms for both parties involved.

d) No Unreasonable Delay: Any party hereto whose performance hereunder is delayed or prevented by a factor of Force Majeure, and said party subsequently invokes Force Majeure, shall take all reasonable steps to resume, with the least possible delay, compliance with its obligations hereunder, provided that said party shall not be required to settle any strike or labor dispute on terms not acceptable to it.

10) Representations

10.1) The Contractor represents, warrants and covenants to County that:

a) It is an entity duly organized, validly existing and in good standing under the laws of the State of North Carolina and is duly and validly qualified to conduct business and is in good standing in all jurisdictions in which such qualification is necessary.

b) The execution, delivery and performance of this Contract have been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a Default under, or violate the terms of Contractor's organizational agreement, or any rule, regulation, judgment, decree, order, or agreement to which Contractor is a party or by which it may be bound.

STATE OF NORTH CAROLINA

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c) Contractor shall comply with all environmental and other applicable governmental permits, guidelines and actions during the term hereof, and has paid and will pay all valid charges and assessments in connection therewith. Contractor hereby indemnifies County against any punitive or other action resulting from or associated with Contractor's failure to do so.

10.2) County represents, warrants and covenants to Contractor that:

a) The execution, delivery and performance of this Contract by County have been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a Default under, or violate the terms of decree, order, contract or agreement to which County is a party or by which it may be bound. Concurrently herewith, County tenders unto Contractor a certified copy of the resolution of its Board of Commissioners authorizing execution and delivery of this Contract.

11) Insurance

Contractor does hereby attest that it has general liability insurance coverage (which covers all its operations including but not limited to motor vehicle transportation) in the minimum amount of one million (\$1,000,000.00) dollars. A "Certificate of Insurance" affirming said coverage is attached hereto as an integral part of this Contract. County shall be listed as an additional insured under said Certificate of Insurance and a copy of said endorsement shall be provided to County within ten (10) days signing of Contract. The contractor shall always during the existence of this contract maintain liability insurance coverage in the amount not less than one million (\$1,000,000.00) dollars.

12) Hold Harmless

The Contractor does hereby indemnify and hold the County free and harmless from liability on account of injury or damage to persons or property which may result from the negligent conduct or operations arising out of the business of collection, removal and transportation of tires in accordance with the terms of this contract; and, in the event that any suit or proceeding is brought against the County at law or in equity, either independently or jointly with the Contractor, or either of them, on account of such negligent acts, the Contractor will defend the County in any such suit or proceeding at the cost of the Contractor, and in the event of a final judgment of decree being brought against either of them, the Contractor will pay such judgment or comply with such decree with all costs and expenses of whatsoever nature and hold the County harmless therefrom.

STATE OF NORTH CAROLINA

GREENE COUNTY

13) Disputes

Any matter that arises hereunder that cannot be settled in negotiations between the parties hereto shall be handled according to the laws, legal processes, and courts of the State of North Carolina. Any final decision therefrom shall be valid and binding upon the parties hereto and enforceable at law. The venue for any action arising out of this contract shall be the general court of justice, County of Greene N.C.

14) Miscellaneous

14.1) Contractor agrees to be an equal opportunity employer and not discriminate based on race, religion, or sex.

14.2) This Contract may be changed only by agreement in writing and signed by both parties hereto.

14.3) This Contract embodies the entire contract between the parties and supersedes any prior agreements and understanding, oral and/or written.

14.4) This Contract may be executed simultaneously in two or more counterparts, each of which shall be deemed an original.

14.5) This Contract shall be governed by the laws of the State of North Carolina.

14.6) The sections and heading in the Contract are for reference purposes only and shall not affect in any way the meaning of this Contract or any part herein.

14.7) In the event that any provision of this Contract shall be determined to be invalid, this Contract thereupon shall be deemed to have been amended to eliminate such provisions so the remaining provisions of this Contract shall be valid and binding.

14.8) All notices, and other formal communications hereunder shall be made in writing and given or delivered by certified United States mail to the principal and at the address designated below. Acceptance thereof shall be deemed to constitute receipt.

STATE OF NORTH CAROLINA

GREENE COUNTY

Contractor

Central Carolina Holdings
1616 Mckoy Town Road
Cameron, North Carolina 28326

County

Greene County
105 Landfill Rd,
Walstonburg, NC 27888

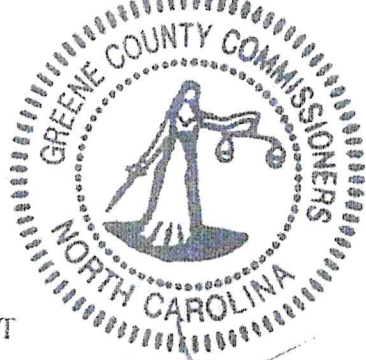
14.9) Any waiver made hereto shall be deemed to be limited in application to the matters explicitly referred to therein and shall neither be construed as, nor entitle the other party to a waiver by said party of any similar matter.

14.10) This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Contract nor any of the rights, interests, or obligations hereunder shall be assigned by either party hereto without the prior written consent of the other party hereto, which consent shall not be unreasonable withheld or delayed.

STATE OF NORTH CAROLINA

GREENE COUNTY

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the date first above written.



ATTEST

[Signature]

GREENE COUNTY

BY Dennis Heath

CENTRAL CAROLINA HOLDINGS

BY [Signature]
GM - CCH

ATTEST

Lepina Terry

Brock Kearney

Director

Andrew Harrison

Fire Inspector/ ES Planner

John Skinner

EMS Manager

Deborah Haddock

Communications Manager



**Greene County
Emergency Services**

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

Mr. DeHaven,

Our contract with DRC Emergency Services, the provider for debris removal post-disaster, has recently concluded. In preparation for the upcoming hurricane season, NC Emergency Management has established prepositioned debris removal contracts accessible to local government entities. These contracts were secured through a competitive bid process, fully compliant with both state and federal procurement regulations (2CFR Part 200).

Considering the impending hurricane season, we propose signing a letter of intent with Southern Disaster Recovery (SDR) and Crowder Gulf as our primary and secondary contractors for debris removal. SDR has been granted the primary contract for debris removal by NCEM, with Crowder Gulf as the secondary contractor. Both organizations offer comprehensive services capable of aiding Greene County in the event of a disaster.

Our staff has engaged with representatives from both SDR and Crowder Gulf and has received commendations recommending their services. The letter of intent serves as a non-binding agreement, indicating our potential utilization of SDR and Crowder Gulf's services when debris removal is necessary. This ensures they are aware of our intent to engage their services during times of need.

Best regards,

Brock Kearney

Brock Kearney
Director

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
Sandy Shirtz

Memo To: Greene County Board of Commissioners

From: Kyle J. DeHaven, County Manager

Re: 2024/2025 Budget Message

Date: May 20, 2024

Today we are providing you a copy of the proposed 2025 budget for your review and consideration. The highlights of the budget are as follows:

1. The budget was balanced using a tax rate of \$.786 per \$100 valuation.
2. The estimated valuation for real and personal property is approximately \$1,181,388,585.
3. The collection rate is estimated at 98% which generates an estimated net tax revenue of \$10,750,000.00 and includes current years' Ad Valorem and NCVTS Ad Valorem.
4. The budget contains two part time positions being made full time, one in Animal Services, and one in the Sr. Center. Both are primarily grant funded.
5. In lieu of an additional staff member, in town mowing is being contracted out to Red Coats, freeing up a staff member for the public works department.
6. A 3.5% COLA for all employees is included in the budget to combat inflation and a recently released increase in year over year CPI of 3.4%.
7. Funding for Lenoir Community College and Greene County Schools will remain the same as in the 23/24 budget.
8. Funding for Neuse Regional Libraries has increased 8% to \$155,250 to offset increased costs to operate and to provide a better living wage to employees.
9. The budget continues the initiative to bring all vehicles into an 8-year replacement plan, and contains 13 purchases. Four vehicles are included in the Sheriffs budget, a new vehicle in Inspections, Animal Services, DSS, as well as an additional QRV in EMS. A new truck and Service Truck are included in the Water Budget, and three Vans in Transportation.
10. The budget continues to reflect a push for more participation from local fire departments for the first responder program, with \$22,500 budgeted (9 departments).

Board of Commissioners

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



GREENE COUNTY
NORTH CAROLINA

County Manager

Kyle J. DeHaven

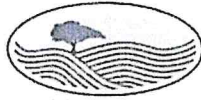
County Attorney

Gay Stanley

Finance Director

Sandy Shirtz

Commissioners
Bennie Heath
James T. Shackelford
Jerry Jones
Susan Blizzard
Derek Burress



GREENE COUNTY

A Place To Grow. The Way To Live.

County Manager
Kyle J. DeHaven

Finance Officer
Beverly T. Stroud

County Attorney
Gay Stanley

11. Annual dues to be part of the Global TransPark Economic Development Region are included in the budget and remain unchanged.
12. An increase in the water rates is recommended for Greene County. Rates are recommended to be increased at 2.93% Residential, 3.31% Commercial, 3.83% Institutional, and 4.06% Bulk. These increases are to offset a 3.35% increase from GUC and other increases in the cost of doing business.
13. An increase in the Sewer rates is recommended for Greene County. Sewer rates are recommended to increase 4.9% Residentially, and 5.9% for Prisons. These increases are to offset a 5% increase in the charges for sewer from the Town of Farmville and other increases in the cost of doing business.
14. An increase in the Solid Waste Fees is requested. An increase of \$5.00 to the availability fee, as well as an increase of \$5.00 to the user fee is requested. Recall that the availability fee is a per residence fee applied uniformly through the County and the User Fee is applied only to the unincorporated areas of Greene County and to those incorporated municipalities that do not provide a system of municipal solid waste collection.
15. The Fiscal Research Division of the NC General Assembly has revised their Sales Tax Forecast to increase 1.2% year over year. I Am budgeting no increase in Sales Tax from prior year's 2% reduction in Sales Tax received.

The Proposed Budget continues a path of conservative growth promoted by Greene County Government. The County continues to earn Returns on its Investments, both tangible and Intangible. Greene County Commissioners should be commended for their leadership and accomplishments in creating policies of growth and expansion while remaining true to Greene County Values and Traditions. Department Heads should be equally recognized for putting the vision of the County Commissioners into action.