AGENDA – MEETING
GREENE COUNTY BOARD OF COUNTY COMMISSIONERS
7:00 PM — GREENE COUNTY OPERATIONS CENTER
MONDAY, JULY 15, 2024

A. CALL TO ORDER

Invocation/Pledge to the Flag

B. APPROVAL OF AGENDA

C. CONSENT AGENDA

1. June 24, 2024 Regular Meeting Minutes
2. Releases/Refunds
3. Consideration of Late Application for Property Tax Relief
4. Consideration of Late Present Use Value Applicants
5. Budget Amendment; Senior Center
6. Position Classification Amendment
7. Finance Monthly Report

D. PUBLIC COMMENTS

E. PRESENTATIONS

1. Stephanie Wiggins, Greene County Tax Administrator
2. Mr. Chris Temple, Mr. Paul Miller, and Mr. Pete Van Graafeiland; Civics Federal Credit Union

F. COUNTY MANAGER

1. Selection of Voting Delegate; NCACC Annual Conference
2. Sponsorship; 42nd Annual Snow Hill Tennis and Golf Tournament
3. Appointment; Community Advisory Committee for Greene County
4. Request from Local ABC Board to Draw-down Reserved Funds
5. Appointment; Social Services Board
6. Resolution; SAAF-2
7. Proposed Mass Gathering Ordinance
8. Capital Project Budget Ordinance; OSBM #20264
9. Capital Project Budget Ordinance; OSBM #20265

G. COUNTY ATTORNEY COMMENTS

H. COMMISSIONER'S REPORT AND RECOMMENDATION

I. CLOSED SESSION – Economic Development

J. ADJOURN

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

C

From: Kyle J. DeHaven, County Manager

Re: Consent Agenda

Date: July 15, 2024

The Consent Agenda for the July 15, 2024 Regular meeting consists of the following items:

1.) June 24, 2024 Regular Meeting Minutes
2.) Releases/Refunds
3.) Consideration of late Application for Property Tax Relief
4.) Consideration of late Present use Value Applicants
5.) BA; Sr. Center
6.) Position Classification Amendment
7.) Finance Monthly Report

Action Recommended:

Motion to accept the Consent Agenda

NORTH CAROLINA
COUNTY OF GREENE

The Greene County Board of Commissioners met in regular session on Monday, June 24, 2024, at 2:00 p.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 2:00 p.m., and he gave the Invocation and led the Pledge to the Flag.

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

B. Approval of Agenda

Chairman Heath asked if there were any other changes or additions to the Agenda, 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 17, 2024 Regular Meeting Minutes

D. Public Comments
None.

E. County Manager

1. Mr. DeHaven and staff are seeking authorization to pull down the Public-School Building Capital Funds in the amount of $249,000 to be used towards annual debt service on the Middle School.

On motion by Commissioner Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve the draw-down of Public School Building Capital Funds.

2. Mr. DeHaven and staff are seeking authorization to pull down the Public School Building Repair and Renovation Fund in the amount of $66,942.18 to be used towards a repair to the boilers for heating air and water, for Greene Central High School's Multipurpose Building expansion and a roof repair.

On motion by Commissioner Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve the draw-down of Public-School Building Repair and Renovation Fund.

3. Mr. DeHaven next presented the End of the Year Budget Amendment for approval. This budget amendment is for the clean-up of the 2023/2024 Fiscal Year. This is to clean up any department or fund that is out of compliance with the General Statute. Management and staff believe this Amendment fulfills this need and presents it for approval.

On motion by Commissioner Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve the End of the Year Budget Amendment.

F. County Attorney Report

No comments.

G. Commissioner's Report and Recommendations

Chairman Heath reminded the Commissioners of the C130 Announcement at the GTP on the 25th at 3 p.m. and the LCC Event on the 26th at the GTP at 9 a.m. He also announced there will be a Job Fair on September 24, 2024 at the Greene County Wellness Center from 9 a.m. to 1 p.m. Commissioner Jones stated the American Legion will have its Annual BBQ on June 29th, 11 – 2 p.m. Commissioner Burress noted that after Chairman Heath prayed for rain at the start of the meeting it started to rain, and encouraged all to continue to pray for more rain as our farmers are suffering due to the lack of rain and intense heat. He also reminded the Board that since they only meet once next month, the deadline to submit legislative goals to the NCACC was approaching. He suggested these goals be submitted to the County Manager before the next meeting to allow time for review and discussion. Commissioner Burress mentioned a previously

pass resolution encouraging volunteer fire departments to improve their ISO ratings, which can help homeowners reduce their insurance premiums. He pointed out that the County plays a significant role in the overall score a department receives and raised concerns about the County not fulfilling its responsibilities in this regard. He took it upon himself to write a Resolution for consideration and asked the Board to review and consider adding it to a future meeting agenda.

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 2:10 p.m.

_____

Bennie Heath, Chairman

Attest:

_____

Kyle J. DeHaven, Clerk to the Board

3

Refunds	NCVTS		"TAX & TAG"										
DATE:	7/15/2024												
Taxpayer	Tax-year rate year	Date paid to DMV	Tag	Assessed value	Assessed value to be refunded	Fire District	Sticker Fee	Refund amount G01	Refund amount Fire District	Refund amount Sticker fee	Refund Interest	Total Refund	Reason
Vonhaugg, Morgan Todd, II, 453 Fort Run Rd, Snow Hill NC 28580	2022	7/7/2023	DHK1862	$9,990.00		F08		$65.43	$10.16			$75.59	Vehicle sold on 8/7/2023;tag surr.8/7/2023. Refund 10 mths. LW
Worthington, Benjamin Zebulon 3740 Willow Green Rd, Ayden NC 28513	2023	5/30/2024	KLJ3873	$23,950.00	$ 5,269.00	F06		$41.42	$5.00			$46.42	Adjustment applied due to high mileage. LW
Sutton, Walker Carraway, 612 Tripp Grimsley Rd, Ayden, NC 28513	2023	4/10/2024	CP74739	$2,235.00		F03		$13.18	$1.49			$14.67	Trailer sold 6/23/2024; tag surr. 6/24/2024. Refund 9 mths. SCW

Refunds: Ad Valorem Tax									
DATE:	7/15/2024								
Taxpayer	Year	Acct.	Property & Bill #	Assessed value	Assessed value to be refunded	Refund amount G01 / Fire Districts	Refund amount (sw)	Total refund	Reason
Wanda Swinson Burt (Mallie Smith, Deceased account)	2024	47702	0100500 MS 1933406 & 1941571			$ 453.18		$ 453.18	Ms. Burt requests refund of overpayment made in error.She did not realize account was paid in full. SCW

C3+4

Stephanie C. Wiggins
Tax Administrator

GREENE COUNTY
A Place To Grow. The Way To Live.

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

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

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

From: Stephanie C. Wiggins, Greene County Tax Administrator

Date: July 15, 2024

Re: Tax Office Issues

Consideration of Late Applications for Disabled Veteran Exclusion and Present Use Value

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

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

Disabled Veteran Exclusion:
David McKinnie – Parcel 0721836

Present Use Value:
Hunter Caldwell Dixon – Parcels 0503684 & 0500714
Elbert Hardy Dixon, Jr & Hunter Caldwell Dixon – Parcel 0505140
Elizabeth Dixon & Hunter Caldwell Dixon – Parcel 0500208
Elbert Hardy Dixon, Jr – Parcels 0522474, 0524830, 0504949, 0500019, 0525000, & 0525001

RECEIVED

JUN 25 2024

GREENE COUNTY
TAX DEPARTMENT

TO: Greene County Board of Commissioners

FROM: David and Angela McKinnie

DATE: 6/25/24

RE: Request for acceptance of late application for property tax relief for the 2024 tax year on tax property D72183C0.

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

I just found out about it that's why I am applying for it now.

Thank you,

Angela McKinnie

Stephanie Wiggins
Tax Administrator

GREENE COUNTY
A Place To Grow. The Way To Live.

229 Kingold Blvd.
P.O. Box 482
Snow Hill, NC 28580
(252) 747-3615
(252) 747-5067 FAX

TO: Greene County Board of Commissioners

FROM: Hunter Caldwell Dixon

DATE: June 18, 2024

RE: Request for acceptance of late present use value application on Parcel 0503684 + 0500714

Please accept my request for acceptance of my late application for present use value on the above referenced parcels. My reason for filing untimely is
Got behind with planting and the deadline for this got overlooked

Hunter Caldwell Dixon

June 18 2024
Date

RECEIVED
JUN 18 2024
GREENE COUNTY
TAX DEPARTMENT

Stephanie Wiggins
Tax Administrator

GREENE COUNTY
A Place To Grow. The Way To Live.

229 Kingold Blvd.
P.O. Box 482
Snow Hill, NC 28580
(252) 747-3615
(252) 747-5067 FAX

TO: Greene County Board of Commissioners

FROM: Elbert Hardy Dixon, Jr + Hunter Caldwell Dixon

DATE: June 18, 2024

RE: Request for acceptance of late present use value application on Parcel 0505140

Please accept my request for acceptance of my late application for present use value on the above referenced parcel. My reason for filing untimely is
Got behind with planting and the deadline for this got overlooked

Elbert Hardy Dixon, Jr

6.18.24
Date

Hunter Caldwell Dixon

6.18.24
Date

RECEIVED
JUN 18 2024
GREENE COUNTY
TAX DEPARTMENT

Stephanie Wiggins
Tax Administrator

GREENE COUNTY
A Place To Grow. The Way To Live.

229 Kingold Blvd.
P.O. Box 482
Snow Hill, NC 28580
(252) 747-3615
(252) 747-5067 FAX

TO: Greene County Board of Commissioners

FROM: Elizabeth Dixon + Hunter Caldwell Dixon

DATE: June 18, 2024

RE: Request for acceptance of late present use value application on Parcel 0500208

Please accept my request for acceptance of my late application for present use value on the above referenced parcel. My reason for filing untimely is
Got behind with planting and the deadline for this got overlooked.

Elizabeth Dixon — Date

Hunter Caldwell Dixon — 6.18.24 Date

RECEIVED
JUN 18 2024
GREENE COUNTY
TAX DEPARTMENT

Stephanie Wiggins
Tax Administrator

GREENE COUNTY
A Place To Grow. The Way To Live.

229 Kingold Blvd.
P.O. Box 482
Snow Hill, NC 28580
(252) 747-3615
(252) 747-5067 FAX

TO: Greene County Board of Commissioners

FROM: Elbert Hardy Dixon, Jr

DATE: JUNE 18, 2024

RE: Request for acceptance of late present use value application on Parcels 0522474, 0524830, 0504949, 0500019, 0525000, & 0525001

Please accept my request for acceptance of my late application for present use value on the above referenced parcels. My reason for filing untimely is
THIS ONE WE NEVER RECEIVED IN THE MAIL. HAD TO REQUEST IT LATE.

Elbert Hardy Dixon, Jr

6.18.24
Date

RECEIVED
JUN 18 2024
GREENE COUNTY
TAX DEPARTMENT

GREENE COUNTY
Senior Center
BUDGET AMENDMENT
Meals on Wheels Unmet Needs Grant
7/2/2024

LINE ITEM TRANSFER

FROM			TO		
Account Name	**Acct #**	**Amount**	**Account Name**	**Acct #**	**Amount**
Total			**Total**		

BUDGET AMENDMENT

REVENUES			EXPENDITURES		
Account Name	**Acct #**	**Amount**	**Account Name**	**Acct #**	**Amount**
MOW Unmet Needs Grant	11170-434822	5000.00	Salaries	11-588-510100	0.00
			Medicare	11-588-513000	0.00
			FICA	11-588-513100	0.00
			Retirement	11-588--513200	0.00
			Supplies	11-588-517100	1000.00
			Meals	11-588-517800	4,000.00
Total		**$5,000**	**Total**		**$5,000**

Explanation: The Senior Center was awarded a $5000 Grant from National Meals on Wheels to supply breakfasts to Home Delivery and Congegate Clients.

Requested by:
S. Harrison-Director
Greene Co. Senior Ctr.
7/2/2024

Approved by: Sharon L. Harrison

GREENE COUNTY SHERIFF'S OFFICE
JOB DESCRIPTION

(Non-Certified Civilian)
ESSENTIAL WORK FUNCTIONS

Under general supervision, performs general duties as assigned by the Sheriff and/or his designee. Civilian non-sworn employees will work a designated schedule as approved by the Sheriff and/or his designee. Work schedules typically follow government hours, which vary but typically follow a Monday through Friday schedule with daytime hours. Civilian non-sworn employees will ensure personal compliance with Departmental policies and procedures and the directives of commanding officers. They may sometimes find themselves in high-stress situations that require critical thinking and the keen ability to discern what's right. Civilian non-sworn employees may be required to communicate with the public, judges, defendants, plaintiffs, and jury members throughout the day, paying attention to verbal and non-verbal communication for personal safety. Participates in mandatory and optional training courses, which may include the application of skills and abilities. Demonstrates behavior and performance consistent with the department's mission, core values, and established operational goals. Employees are subject to the usual hazards of law enforcement work. Reports through the chain of command.

SPECIFIC DUTIES AND RESPONSIBILITIES

EXAMPLES OF ESSENTIAL DUTIES/FUNCTIONS

The list of essential duties/functions, as outlined herein, is intended to be representative of the tasks associated with the classification of a civilian – non-sworn employee. The following duties and responsibilities identified below may or may not apply to the civilian positions. The omission of an essential duty/function does not preclude management from assigning other duties not listed herein if such duty/function serves as a logical assignment to this position(s).

The following duties apply to a non-sworn employee:

- Providing security for the courtroom
- Announcing the opening and closing court by announcing the judge's arrival and departure.
- Organizing files and paperwork for the judge and/or the clerk.
- Inspecting the courtroom for hazards and weapons.
- Assisting with jurors sequestered overnight in hotels.
- Providing security or medical emergency services.
- Assist judges, members of the jury, plaintiffs, and defendants within the courthouse
- Overseeing processes having to do with subpoenas and/or other legal paperwork
- Acting as a neutral party in the courtroom
- Escorting people like judges, jury members, and witnesses in and out of the courtroom
- Ensuring everyone in the courtroom follows the appropriate procedures
- Ensure that the jury does not have contact with the public, going as far as to escort from site to site.
- Compiles quarterly and annual statistical reports.
- Performs specialized analysis for other divisions of statistical data.
- Maintains evidence in and out of controlled area to officers for court and investigations.
- Maintains custody and control of evidence and found property and the associated records, which includes, but is not limited to currency, firearms, and narcotics when requested.
- Transports evidence to the State Bureau of Investigation Lab for analysis and testing.
- Picks up and returns items to the central evidence room and maintains electronic custody files related to this process.

- Completes background investigations for employment candidates.
- Supervises inmates while road crew clean up is in progress.

ADDITIONAL JOB FUNCTIONS

- Prepares, maintains, and reviews activity reports, assessments, memorandums, and court records. Completes and submits supplemental/follow-up reports to supervisor. Additional skills may include strong communication skills, the ability to stand for long periods, the ability to work on a team with other law enforcement or legal professionals, be highly organized, and the ability to follow rules within the Sheriff's Office.
- Cooperates with law enforcement officers of other governmental units in the Patrol, School Resource Officer, and Investigations Division, as well as the Detention Center.
- Ability to communicate effectively with members of the public, external agencies, elected officials, and diverse populations.
- Performs other related duties and responsibilities as required at the discretion of the Sheriff.

MINIMUM TRAINING AND EXPERIENCE

- Graduation from high school or an equivalent combination of training and experience that provides the required knowledge, skills, and abilities. Adhere to training and promotional policy to obtain and complete the necessary training required for different positions within the Office.

SPECIAL REQUIREMENT

- Possession of a valid North Carolina driver's license.
- Please refer to the Greene County Sheriff's Office Standardized Training Requirements and/or Greene County Training/Promotional Policy for further requirements of this position.

KNOWLEDGE, SKILLS AND ABILITIES

- Thorough knowledge of modern methods and practices and the principles and practices of courtroom administration.
- Thorough knowledge of departmental policies and procedures and applicable federal, state, and local laws pertaining to judicial operations.
- Thorough knowledge of the geographical and socioeconomic layout of the County.
- Considerable knowledge of the standard practices, materials, techniques, and equipment associated with courtroom procedures.
- Considerable knowledge of the ethical guidelines applicable to the position as outlined by professional organizations and/or federal, state, and local laws, rules, and regulations.
- Considerable knowledge of the principles of supervision, organization, and administration.

MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS

Physical Requirements: Must be physically able to operate a variety of machinery and equipment, including computers, typewriters, copiers, facsimile machines, firearms, restraint devices, two-way radios, surveillance equipment, etc. Must be physically able to operate a motor vehicle. Must be able to exert up to 75 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or 25 pounds of force constantly to move objects. Work may involve walking, standing, running and physical confrontation. Physical demand requirements are for Medium to Heavy Work.

Data Conception: Requires the ability to compare and/or judge the readily observable, functional, structural, or composite characteristics (whether similar or divergent from obvious standards) of data, people, or things.

Interpersonal Communication: Requires the ability to speak and/or signal people to convey or exchange information. Included is giving instructions, assignments, or directions to subordinates or assistants.

Language Ability: Requires the ability to read a variety of reports, correspondence, forms, schedules, etc. Requires the ability to prepare correspondence, reports, forms, schedules, etc., using prescribed formats and conforming to all rules of punctuation, grammar, diction, and style. Requires the ability to speak to people with poise, voice control, and confidence.

Intelligence: Requires the ability to apply principles of logical or scientific thinking to define problems, collect data, establish facts, and draw valid conclusions; to interpret an extensive variety of technical instructions in mathematical or diagrammatic form; deal with several abstract and concrete variables.

Verbal Aptitude: Requires the ability to record and deliver information, explain procedures, and follow oral and written instructions. Must be able to communicate effectively and efficiently in a variety of technical and professional languages, including law enforcement terminology and emergency response codes.

Numerical Aptitude: Requires the ability to utilize mathematical formulas; add and subtract; multiply and divide; and utilize decimals and percentages.

Form/Spatial Aptitude: Requires the ability to inspect for proper length, width, and shape.

Motor Coordination: Requires the ability to coordinate hands and eyes rapidly and accurately in using law enforcement equipment.

Manual Dexterity: Requires the ability to handle a variety of items, such as keyboards, control knobs, toggle switches, etc. Must have minimal levels of eye/hand/foot coordination.

Color Discrimination: Requires the ability to differentiate between colors and shades of color.

Interpersonal Temperament: Requires the ability to deal with people beyond giving and receiving instructions. Must be adaptable to performing under stress and when confronted with persons acting under stress, and in emergency situations.

Physical Communication: Requires the ability to talk and hear: (Talking: expressing or exchanging ideas by means of spoken words. Hearing: perceiving the nature of sounds by ear). Must be able to communicate via telephone and two-way radio.

I have read and understand the nature of this position and the required duties described. I understand this is not an exhaustive list of duties that may be asked of me in this position. I am capable and willing to perform these duties.

Employee's Printed Name: _____

Employee's Signature: _____

Date: _____

GREENE COUNTY FINANCIAL SUMMARY
June 30, 2024

GREENE COUNTY
NORTH CAROLINA

GENERAL FUND

REVENUES	Budget	June	YTD	YTD%
AD VALOREM TAXES	(10,426,000)	(286,054)	(10,353,316)	99.30%
TAXES/LICENSES-OTHER	(5,950,621)	(607,432)	(3,248,932)	54.60%
SALES & SERVICES	(2,089,971)	(183,636)	(1,316,062)	62.97%
MISC. GENERAL REVENUE	(1,306,959)	(726,158)	(1,768,819)	135.34%
PROGRAM SPECIFIC REVENUE	(783,683)	(84,980)	(586,462)	74.83%
SOCIAL SERVICES REVENUE	(2,647,457)	(158,121)	(1,143,716)	43.20%
PUBLIC HEALTH REVENUE	(2,159,938)	(130,749)	(998,248)	46.22%
TRANSFERS IN	0	0	0	0.00%
FUND BALANCE APPROPRIATED	(1,744,975)	-	-	0.00%
TOTAL REVENUES	**(27,109,604)**	**(2,177,129)**	**(19,415,554)**	**71.62%**

EXPENSES	Budget	June	YTD	YTD%
GOVERNING BODY	277,970	7,104	196,132	70.56%
GENERAL GOVERNMENT	579,196	20,646	490,570	84.70%
ADMINISTRATION	992,027	70,245	704,647	71.03%
TAX	670,107	44,460	416,876	62.21%
COURT	25,210	909	22,583	89.58%
ELECTIONS	230,779	39,056	175,636	76.11%
REGISTER OF DEEDS	282,444	18,972	195,944	69.37%
BUILDING INSPECTIONS	475,593	33,425	355,590	74.77%
ANIMAL CONTROL	329,965	23,070	208,237	63.11%
SHERIFF	2,448,709	166,846	1,732,714	70.76%
JAIL	1,988,324	113,542	1,670,266	84.00%
EMERGENCY MANAGEMENT	303,105	18,798	254,397	83.93%
EMERGENCY MEDICAL SERVS	2,548,482	187,332	2,098,600	82.35%
COMMUNICATIONS/DISPATCH	709,027	59,518	588,414	82.99%
PUBLIC BUILDINGS	1,523,375	29,596	1,306,135	85.74%
FORESTRY	82,423	5,542	36,253	43.98%
ECONOMIC DEVELOPMENT	343,529	13,543	243,541	70.89%
JUVENILE RESTITUTION	55,253	10,350	41,783	75.62%
COOPERATIVE EXTENSION	253,127	17,259	144,165	56.95%
SOIL CONSERVATION	261,788	12,657	224,339	85.69%
VETERANS	31,786	2,926	24,880	78.27%
DJJDP YOUTH PROGRAM	46,675	3,823	35,191	75.40%
SCHOOL	3,930,828	345,961	2,923,703	74.38%
COMMUNITY COLLEGE	240,000	20,000	180,000	75.00%
LIBRARY	143,685	11,974	107,764	75.00%
MENTAL HEALTH	66,018	5,502	49,514	75.00%
RECREATION	452,870	35,674	354,975	78.38%
FARMERS MARKET	16,500	504	4,674	28.33%
DEPT OF SOCIAL SERVICES	3,844,985	306,192	2,502,110	65.07%
PUBLIC HEALTH	3,027,914	240,347	1,554,669	51.34%
SENIOR SERVICES	455,110	30,880	277,800	61.04%
TRANSFERS OUT	472,800	463	3,839	0.81%
TOTAL EXPENSES	**27,109,604**	**1,897,116**	**19,125,939**	**70.55%**
REVENUE UNDER (OVER) EXPENSE	**0**	**(280,012)**	**(289,615)**	

UTILITY FUND

REVENUES	Budget	June	YTD	YTD%
CHARGES FOR SERVS-WATER	(2,617,476)	(494,645)	(2,974,987)	113.66%
CHARGES FOR SERVS-SEWER	(759,900)	(53,756)	(719,229)	94.65%
ALTERNATIVE WATER FEES	(790,000)	(68,843)	(810,816)	102.63%
LATE FEES/SERVICE CHARGES	(98,000)	(10,630)	(115,165)	117.52%
MISCELLANEOUS REVENUE	(34,000)	(7,600)	(117,975)	346.98%
FUND BALANCE APPROPRIATED	(383,108)	-	-	0.00%
TOTAL REVENUES	**(4,682,484)**	**(635,474)**	**(4,738,172)**	**101.19%**

EXPENSES	Budget	June	YTD	YTD%
SALARIES/FRINGES	680,667	57,347	681,748	100.16%
OPERATING	2,336,188	315,870	2,385,616	102.12%
DEBT PRINCIPAL/INTEREST	92,221	(68,191)	12,015	13.03%
CAPITAL OUTLAY	75,300	42,562	42,562	56.52%
DEPRECIATION	225,000	-	-	0.00%
TRANSFERS OUT	1,273,108	1,278,108	1,278,108	0.00%
TOTAL EXPENSES	**4,682,484**	**1,625,696**	**4,400,049**	**93.97%**
REVENUE UNDER (OVER) EXPENSE	**0**	**990,222**	**(338,123)**	

LANDFILL FUND

REVENUES	Budget	June	YTD	YTD%
SOLID WASTE FEES	(704,884)	(8,350)	(695,679)	98.69%
SOLID WASTE/SCRAP TIRE/ WHITE GOODS TAX	(51,000)	(3,142)	(46,596)	91.37%
MISCELLANEOUS REVENUE	(36,400)	(2,750)	(29,090)	79.92%
CHARGES FOR SERVICES	(153,000)	(17,260)	(203,868)	133.25%
TRANSFERS IN	(383,108)	(383,108)	(383,108)	0.00%
FUND BALANCE APPROPRIATED	-	-	-	0.00%
TOTAL REVENUES	**(1,328,392)**	**(414,609)**	**(1,358,341)**	**102.25%**

EXPENSES	Budget	June	YTD	YTD%
LANDFILL OPERATING	390,784	22,886	350,312	89.64%
COLLECTIONS OPERATING	900,008	64,408	897,587	99.73%
LANDFILL CLOSURE	-	-	-	0.00%
SCRAP TIRE	34,000	5,300	28,264	83.13%
WHITE GOODS	3,600	403	2,057	57.13%
CAPITAL OUTLAY	-	-	-	0.00%
TOTAL EXPENSES	**1,328,392**	**92,997**	**1,278,219**	**96.22%**
REVENUE UNDER (OVER) EXPENSE	**0**	**(321,612)**	**(80,122)**	

TRANSPORTATION FUND

REVENUES	Budget	June	YTD	YTD%
CHARGES FOR SERVICES	(223,700)	(16,482)	(116,598)	52.12%
GRANTS	(445,878)	(111,612)	(329,712)	73.95%
MISCELLANEOUS REVENUE	-	(176)	(4,231)	100.00%
FUND BALANCE APPROPRIATED	-	-	-	0.00%
TOTAL REVENUES	**(669,578)**	**(128,270)**	**(450,541)**	**67.29%**

EXPENSES	Budget	June	YTD	YTD%
SALARIES/FRINGES	349,633	34,661	409,978	117.26%
OPERATING	192,220	22,552	134,434	69.94%
CAPITAL	115,267	(2,878)	115,262	100.00%
TRANSFERS OUT	12,458	-	-	0.00%
TOTAL EXPENSES	**669,578**	**54,335**	**659,674**	**98.52%**
REVENUE UNDER (OVER) EXPENSE	**0**	**(73,935)**	**209,133**	

FUND BALANCES

	2022-2023	2021-2022	2020-2021
NONSPENDABLE: PREPAIDS	5,873	126,031	466,479
STABILIZATION BY STATE STATUTE	2,903,185	3,144,425	2,171,353
REGISTER OF DEEDS	13,587	7,407	36,040
HUMAN SERVICES	2,288,763	1,972,934	1,555,453
SHERIFF DEPARTMENT	1,164,234	889,422	18,923
ECONOMIC DEVELOPMENT	31,548	28,730	0
USDA LOAN PAYMENTS	1,270,841	1,243,690	1,242,334
GREENE COUNTY ABC BOARD	211,286	151,252	104,373
TAX REVALUATION	106,678	55,193	5,190
SPECIAL REVENUE FUNDS			310,280
ENVIRONMENTAL PROTECTIONS	50,000	50,000	
CAPITAL PROJECT FUNDS			859,141
SUBSEQUENT YEAR'S EXPENDITURES	515,000	100,000	135,925
UNASSIGNED FUND BALANCE	10,993,039	11,298,280	7,183,758
TOTAL FUND BALANCES	**19,554,034**	**19,067,364**	**14,089,249**

E1

Stephanie C. Wiggins
Tax Administrator

GREENE COUNTY
A Place To Grow. The Way To Live.

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

Phone 252-747-3615

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

From: Stephanie C. Wiggins
Greene County Tax Administrator

Date: July 15, 2024

Re: Tax office issues

1) Monthly Collection Report – GS 105-370(7) Please note that the collection amounts on this report are "adjusted payments" (net amount after releases, refunds, and adjustments) plus interest – Exhibit A

2) Annual Settlement to the Greene County Board of Commissioners
Fiscal Year 2023.2024 – GS 105-373(a)(3)

The Annual Settlement is composed of two parts: Exhibit B is Current year collections (2023) and Exhibit C is Prior Year Collections (2013-2022).

This report includes all levies and fees charged to the collector including fire districts, solid waste fees, county levy and levy for the Town of Walstonburg (real and personal property) and Town of Snow Hill (real and personal property). Please remember that these reports do not include any tax collected through the North Carolina Vehicle Tag System (NCVTS) for motor vehicles. The collection rate analysis performed by the auditors in the annual audit is for the county levy only and includes the tax levy for funds collected through NCVTS for motor vehicles, which is a component of the general fund.

The total received (Exhibit B and Exhibit C) during fiscal year 2023.2024 (payments plus interest) was $11,470,983.80 (includes all tax years 2013 through 2023).

Included in this total is the amount received for the current fiscal year 2023.2024 (Exhibit B): $11,372,290.55 (payments plus interest). The overall collection rate indicated by this report (real and personal tax levy only) for the tax year 2023.2024 is 98.76%. This rate does not factor in the collection rate for levy from motor vehicles billed through the NCVTS system. The auditor's collection rate includes that levy.

Final Settlement for prior years (Exhibit C) is also attached (2013 – 2022). The total amount collected including all charges, interest and penalties for prior years was $98,693.25.

Collection of all taxes in a timely manner still remains our priority. Please note that as the collection rate moves upward for the current year; prior year collections will go down accordingly. Since the billing of motor vehicles is no longer a part of Ad Valorem Tax and has always been a major portion of prior year collections, we will need to be prudent in the amount budgeted for prior year collections.

3) Collection Order for Fiscal Year 2024.2025

Per GS 105-321(b), the collection order must be entered to constitute the collector's authority to enter upon the collection of taxes and to exercise the various powers incident to the collection process. A copy of the order is attached.

Stephanie C. Wiggins
Tax Administrator

GREENE COUNTY
A Place To Grow. The Way To Live.

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

Phone 252-747-3615

Date: July 5, 2024

To: Greene County Board of Commissioners

From: Stephanie Wiggins - Tax Administrator

Subject: GS 105-350 (7) **Monthly** **All levy** EXHIBIT A
Report of amount collected on each year's taxes and amount remaining uncollected - Collections posted as of June 30, 2024

Year		Current Month Adj. Payments+interest		FY 2023-2024 Collections YTD Adj. Payments+interest	Amount Remaining Uncollected	% Collected
2013		$ -		$ 766.43	$ 17,859.03	99.80%
2014		$ -		$ 182.32	$ 6,248.26	99.93%
2015		$ -		$ 200.25	$ 4,876.65	99.94%
2016		$ -		$ 191.12	$ 5,341.75	99.94%
2017		$ -		$ 233.24	$ 6,012.81	99.93%
2018		$ 294.10		$ 3,527.18	$ 6,666.77	99.93%
2019		$ 230.23		$ 5,115.06	$ 15,612.21	99.83%
2020		$ 1,575.59		$ 5,148.05	$ 13,509.37	99.86%
2021		$ 2,313.00		$ 11,318.05	$ 26,642.98	99.75%
2022		$ 730.70		$ 65,094.32	$ 40,803.13	99.62%
2023		$ 78,233.70		$ 11,330,052.74	$ 142,210.39	98.76%
Total		$ 83,377.32		$ 11,421,828.76	$ 285,783.35	

MTD Levy added for 2023				
$ 412.10				
Beginning Receivable		ytd add'l levy	payments (principal only)	ytd interest(+)
$ 25.00		$ 11,459,512.91	$ 11,331,041.05	$ 41,249.50
YTD:	releases	adjustments	refunds	write offs
	$ 39,394.69	$ 10,870.41	$ (44,056.36)	$ 1,818.55

Stephanie C. Wiggins
Tax Administrator

GREENE COUNTY
A Place To Grow. The Way To Live.

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P.O. Box 482
Snow Hill, NC 28580

Phone 252-747-3615

Annual Settlement per GS 105-373 (a) (3)

EXHIBIT B

Fiscal Year 2023.2024

	Total Levy	Real	Personal	Motor Vehicles (taxed NCVTS)
Charges:				
Total Amount Taxes including penalties, fees into collector's hands	$ 11,459,537.91	$ 9,625,921.01	$ 1,833,616.90	
Interest	$ 41,249.50	$ 35,652.79	$ 5,596.71	
Adjustments	$ 10,870.41	$ 3,781.71	$ 7,088.70	
Total Charges	**$ 11,511,657.82**	**$ 9,665,355.51**	**$ 1,846,302.31**	$ -
	Tax Base Percentage	**84.00%**	**16.00%**	**0.00%**

Credits:			
All sums deposited to the credit of collector (includes Interest)	$ 11,372,290.55	$ 9,556,095.33	$ 1,816,195.22	
Releases	$ 39,394.69	$ 35,862.82	$ 3,531.87	
Refunds	$ (44,056.36)	$ (34,230.50)	$ (9,825.86)	
Discounts/writeoffs	$ 1,818.55	$ 264.18	$ 1,554.37	
Principal amount of Taxes **Real Property (uncollected levy)**		**$ 107,363.68**		
Principal amount of Taxes **Personal (uncollected levy)**			**$ 34,846.71**	
Principal amount of Taxes **Motor Vehicles (uncollected levy)**				$ -
Total Uncollected Levy	**$ 142,210.39**			
Total credits:	**$ 11,511,657.82**	**$ 9,665,355.51**	**$ 1,846,302.31**	$ -
% Ratio real/personal/motor vehicle to uncollected levy:		75.50%	24.50%	0.00%

	ALL LEVY	REAL PROPERTY	PERSONAL	MOTOR VEHICLES
Collection rate:	**98.76%**	**98.88%**	**98.10%**	

Stephanie C. Wiggins
Tax Administrator

GREENE COUNTY
A Place To Grow. The Way To Live.

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

Phone 252-747-3615

Subject: Settlement of Prior Years' Taxes - Fiscal Year 2013-2022

EXHIBIT C

Year:	2013	%	2014	%	2015	%
Charges:						
Beginning Balance	$ 19,528.65		$ 6,347.89		$ 4,992.02	
Interest + Adjustments	$ (903.19)		$ 82.69		$ 84.88	
Total Charges	$ 18,625.46		$ 6,430.58		$ 5,076.90	
Credits:						
Amount Collected	$ 766.14		$ 182.32		$ 200.25	
Releases/refunds/discounts/writeoffs	$ 0.29		$ -		$ -	
Uncollected Real	$ 2,186.42	12.24%	$ 2,664.62	42.65%	$ 2,521.46	51.70%
Uncollected Personal	$ 13,240.84	74.14%	$ 3,583.64	57.35%	$ 2,355.19	48.30%
Uncollected Motor Vehicles	$ 2,431.77	13.62%	$ -	0.00%	$ -	0.00%
Total Uncollected Levy	**$ 17,859.03**	100.00%	**$ 6,248.26**	100.00%	**$ 4,876.65**	100.00%
Total Credits	$ 18,625.46		$ 6,430.58		$ 5,076.90	

Year:	2016	%	2017	%	2018	%
Charges:						
Beginning Balance	$ 5,397.88		$ 6,143.56		$ 9,359.76	
Interest + Adjustments	$ 134.99		$ 102.49		$ 834.19	
Total Charges	$ 5,532.87		$ 6,246.05		$ 10,193.95	
Credits:						
Amount Collected	$ 191.12		$ 233.24		$ 3,540.97	
Releases/refunds/discounts/writeoffs	$ -		$ -		$ (13.79)	
Uncollected Real	$ 2,943.16	55.10%	$ 3,099.58	51.55%	$ 3,456.63	51.85%
Uncollected Personal	$ 2,398.59	44.90%	$ 2,913.23	48.45%	$ 3,210.14	48.15%
Uncollected Motor Vehicles	$ -	0.00%	$ -	0.00%	$ -	0.00%
Total Uncollected Levy	**$ 5,341.75**	100.00%	**$ 6,012.81**	100.00%	**$ 6,666.77**	100.00%
Total Credits	$ 5,532.87		$ 6,246.05		$ 10,193.95	

Year:	2019	%	2020	%	2021	%
Beginning Balance	$ 19,010.31		$ 18,475.84		$ 35,393.95	
Interest + Adjustments	$ 1,819.77		$ 1,284.39		$ 2,910.43	
Total Charges	$ 20,830.08		$ 19,760.23		$ 38,304.38	
Credits:						
Amount Collected	$ 5,217.78		$ 6,400.33		$ 12,413.01	
Releases/refunds/discounts/writeoffs	$ 0.09		$ (149.47)		$ (751.61)	
Uncollected Real	$ 11,009.82	70.52%	$ 8,202.32	60.72%	$ 15,333.40	57.55%
Uncollected Personal	$ 4,602.39	29.48%	$ 5,307.05	39.28%	$ 11,309.58	42.45%
Uncollected Motor Vehicles	$ -	0.00%	$ -	0.00%	$ -	0.00%
Total Uncollected Levy	**$ 15,612.21**	100.00%	**$ 13,509.37**	100%	**$ 26,642.98**	100.00%
Total Credits	$ 20,830.08		$ 19,760.23		$ 38,304.38	

Year:	2022	%
Charges:		
Beginning Balance+add'l levy	$ 97,273.08	
Interest + Adjustments	$ 8,967.72	
Total Charges	$ 106,240.80	
Credits:		
Amount Collected	$ 69,548.09	
Releases/refunds/discounts/writeoffs	$ (4,110.42)	
Uncollected Real	$ 27,758.39	68.03%
Uncollected Personal	$ 13,044.74	31.97%
Uncollected Motor Vehicles	$ -	0.00%
Total Uncollected Levy	**$ 40,803.13**	100.00%
Total Credits	$ 106,240.80	

Total collected for prior year taxes (includes interest):

$ 98,693.25

Principal Remaining Uncollected for Prior Years:

$ 143,572.96

Stephanie C. Wiggins
Tax Administrator

GREENE COUNTY
A Place To Grow. The Way To Live.

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

Phone 252-747-3615

Order of Collection for 2024.2025
NCGS 105-321

State of North Carolina
County of Greene

To the Tax Collector of the County of Greene:

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of tax collector and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth and solid waste fees. Such taxes and solid waste fees are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Greene, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, and attach wages and/or other funds, of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal this 15th day of July, 2024.

(SEAL)

Chairman, Greene County Board of Commissioners

Attest:

Clerk to the Greene County Board of Commissioners

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

E2

From: Kyle J. DeHaven, County Manager

Re: Civics Federal Credit Union; Co-location conversation & request

Date: July 15, 2024

Civics Federal Credit Union, formerly the Local Government Federal Credit Union, has requested space for a co-location opportunity with their Financial Institution and Greene County. It appears the space requested could be a variety of spaces ranging from access to a laptop in a conference room, a standalone office, or a hallway of public access. Mr. Paul Miller, Mr. Chris Temple, and Mr. Pete Van Graafeiland will give details on this request for space and how it can benefit Greene County employees.

Action Recommended:

Informational, a motion may be needed based on information received

(No) Board Action is Needed

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

F1

From: Kyle J. DeHaven, County Manager

Re: Selection of Voting Delegate; NCACC Annual Conference

Date: July 15, 2024

Annually, the NCACC requests a voting delegate be designated for the annual conference business meeting. Traditionally, the Chairman has been Greene County's voting delegate. What are the wishes of the Board for the upcoming NCACC Annual Conference?

Action Recommended:

Motion to designate a voting delegate

Board Action is Needed

Kathy Mooring

From: Alisa Cobb <alisa.cobb@ncacc.org>
Sent: Thursday, June 27, 2024 12:53 PM
To: County Clerks; County Managers
Subject: Voting Delegate Designation for NCACC 117th Annual Conference - Forsyth County

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.

Good afternoon, County Managers and Clerks to the Board,

In order to capture voting delegate designations for the upcoming NCACC Annual Conference in August, we are asking your county to submit your voting delegate designation. You will have the option to select one person to serve as the voting delegate and one person as an alternate, if that is your preference. Click here to indicate who will serve as your voting delegate for the NCACC Annual Conference.

The NCACC's 117th Annual Conference Business Session will be held in Forsyth County on Saturday, Aug. 10, at 2 p.m., with each county entitled to one vote on items that come before the membership, including the election of the NCACC Second Vice President.

NCACC Constitution, Article VI:
"On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its County Commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the Board of County Commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues."

Please submit your voting delegate designations by Wednesday, Aug. 7, by close of business. Should you have any questions, please contact Alisa Cobb at alisa.cobb@ncacc.org.

Thank you,

North Carolina Association of County Commissioners

Alisa Cobb
Senior Administrative Assistant
Phone (919) 715-2685
www.ncacc.org

F2

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: Sponsorship; 42 annual Snow Hill Tennis and Golf Tournament

Date: July 15, 2024

A sponsorship request has been received for the annual Snow Hill Tennis and Golf Tournament. In the past, we have sponsored at the bronze level to support the LCC Foundation.

Action Recommended:

Motion to Sponsor the Annual Classic at the bronze level

Board Action is Needed

LENOIR
COMMUNITY COLLEGE
FOUNDATION

June 10, 2024

Mr. Kyle DeHaven
Greene County Manager's Office
229 Kingold Blvd Ste D
Snow Hill, NC 28580-1331

Dear Kyle,

We invite you to join us for the **42nd Annual Snow Hill Tennis and Golf Tournament**. The tournament begins **August 21st** at **Greene Ridge Racquet Club** with our social beginning at 5 pm and a Cornhole tournament beginning at 6 pm. We will continue on **August 22nd** at **Cutter Creek Golf Club** and continues at the **Greene Ridge Racquet Club August 23rd -25th**. This tournament has raised more than $200,000 over the years to help countless Greene County students obtain a college education.

All of the proceeds from this event will help students in Greene County reach their academic goals. It is the goal of the Lenoir Community College Foundation that no individual be denied the opportunity to obtain an education for monetary reasons. During the 2022-2023 academic year, the LCC Foundation awarded over $300,000 in scholarships to students from eastern North Carolina. Your support of this event will make it possible to assist even more students in Greene County.

We hope you can participate by playing in the tournament or by becoming a sponsor. We offer four levels of sponsorship in the golf tournament. The first level is the Platinum Sponsorship for $1,000, the second level is the Gold Sponsorship for $600, the third level is the Silver Sponsorship for $300, and the fourth is the Bronze Sponsorship for $150. Details of each level are enclosed.

Greene County comes together every year to support student scholarships, and we hope that you will consider being a part this year's tournament. For more information, please contact Katherine Pearson at 252-233-6843.

Sincerely,

Jeanne Kennedy
Executive Director

Katherine Pearson
Development Coordinator

Enclosures

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

F3

From: Kyle J. DeHaven, County Manager

Re: Appointment; Community Advisory Committee for Greene County

Date: July 15, 2024

A request from the East Carolina Council of Government's Lauren Latshaw to appoint Ms. Renate Harper to the Community Advisory Committee as she has successfully completed the required training has been received.

Action Recommended:

Motion to approve the candidate as requested

Board Action is Needed

Kathy Mooring

From: Kyle DeHaven
Sent: Monday, July 1, 2024 9:53 AM
To: Kathy Mooring
Subject: FW: New CAC Member for Appointment

agenda

From: Lauren Latshaw <llatshaw@eccog.org>
Sent: Monday, July 1, 2024 9:52 AM
To: Kyle DeHaven <kyle.dehaven@greenecountync.gov>
Cc: apridgen@eccog.org; drosado@eccog.org
Subject: New CAC Member for Appointment

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.

Good morning Kyle,

Renate Harper has completed the required training and is ready for appointment by the county commissioners to the Community Advisory Committee for Greene County.

Respectfully,
Lauren Latshaw

Lauren Latshaw
Regional Long-Term Care Ombudsman
Eastern Carolina Council

Serving Carteret, Craven, Duplin, Greene, Jones, Lenoir, Onslow, Pamlico, and Wayne Counties.

PO Box 1717
New Bern, NC 28563-1717
233 Middle Street, Suite 300
Cell: 252-514-1390 Office: 252-638-3185 Ext. 3010
llatshaw@eccog.org *http://www.eccog.org*

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F4

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: Request from local ABC Board to draw-down reserved funds for Capital Expenses

Date: July 15, 2024

The local ABC Board has requested the retained earnings funds they have been contributing to a reserve fund annually to be drawn-down for their purpose of funding the Capital Expense of a new ABC Store. The amount held in reserve at June30 2023 was $211, 286, and the amount contributed to retained earnings in fiscal year 23/24 totaled $42,661. This looks to total $253,947 cumulatively.

With blessing from our auditor on the amounts listed, I request permission to disperse these funds as requested for their stated purpose.

Action Recommended:

Motion to allow the local ABC board to draw-down their reserve funds

Board Action is Needed

Kathy Mooring

From: Kyle DeHaven
Sent: Tuesday, July 9, 2024 9:14 AM
To: Kathy Mooring
Subject: FW: ABC

Please add to the agenda

From: Bobby Taylor <bobby@greeneridgerc.com>
Sent: Monday, July 8, 2024 4:45 PM
To: Kyle DeHaven <kyle.dehaven@greenecountync.gov>
Subject: Re: ABC

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.

Kyle
Just following up on the 6/26 email. LMK if you need anything from our end for getting the funds transferred over to the ABC commission
thx Bobby

On Wed, Jun 26, 2024 at 8:41 AM Bobby Taylor <bobby@greeneridgerc.com> wrote:

> Kyle
> As you may have seen, they have finally started on the new ABC store, with completion expected Dec. 1.
> We have started the loan process, etc. and I wanted to check with you to see about getting the GC funds. Since we are at the end of the fiscal year, do you want to do that this week for the '24 ending budget year or wait till next week so it can be on the '25 ending year. We have it in our 6/30/24 budget, but as you know we can amend it to next.
> Give me a call if needed to discuss
> Thx Bobby
>
> On Wed, Nov 1, 2023 at 1:26 PM Kyle DeHaven <kyle.dehaven@greenecountync.gov> wrote:
>
> > Bobby, a presentation would be much appreciated to allow for any questions to be answered by the commissioners. You are correct in that this is absolutely surpluses collected from ABC sales. If you have time, please stop by my office and lets talk about the best time to schedule you to speak at a meeting.
> >
> > Kyle
> >
> > **From:** Bobby Taylor <bobby@greeneridgerc.com>
> > **Sent:** Tuesday, October 31, 2023 5:47 PM
> > **To:** Kyle DeHaven <kyle.dehaven@greenecountync.gov>; Kyle DeHaven <kyle.dehaven@greenecountync.gov>
> > **Subject:** ABC

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.

Kyle

I wanted to touch base with you and see how we need to proceed and/or what you need from the GC ABC in order to get access to the funds that have been set aside for the ABC. I am thinking it is around $255k +/-. We have everything in place for the new store and have started to take bids for construction. When we presented our request and our proposed budget to the state ABC commission for the new store we included these funds to show how we would pay for the new store. All of our planning, engineering, etc. are paid up to this point. The new store, with storage included , will be around 6000 square feet. Let me know what we need to do from our end as soon as you can so we will be able to move forward with our financing request as soon as our bids come in. If I need to come make any type of presentation, etc. let me know.

Thanks Bobby

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

F 5

From: Kyle J. DeHaven, County Manager

Re: Appointment; Social Services Board

Date: July 15, 2024

An appointment is needed for the Social Services Board. The person is to be appointed by the County Commissioners. The position was advertised and two applications were received. The DSS board requests the appointment of Crystal Keel.

Action Recommended:

Motion to approve the candidate as requested

Board Action is Needed

Board of Social Services
Lorrine Washington, Chair
Tanya Bryant, Vice Chair
Jerry Jones
Kaye Seymour
Trey Cash

Greene County
Department of Social Services

Director
Amanda Smith, MSW

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

From: Amanda Smith
Director

Date: June 18, 2024

Re: Social Services Commissioners Appointed Board Seat

The Commissioner's appointed seat on the Social Services Board will expire June 30 and a replacement will need to be chosen by the Board. The Board of Social Services recommends Crystal Keel for this seat.

Thank You.

Amanda Smith, MSW

GREENE COUNTY

Application for Appointment to Greene County Advisory Boards and Commissions

JUN - 3 2024

1 Board / Committee

Application for Appointment to:

Greene County Social Services Board

2 About You

Crystal Keel
Name (above)

(252) 286-3789
Phone Number (above)

3690 Hwy 903 N Snow Hill, NC 28580
Address (above)

crystal.keel@yahoo.com
Email Address (above)

Clinical Applications Project Director
Occupation (above)

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

Current volunteer service are only through my church which include website design, audio and video services, and bible school.
Current volunteer activities/other Board & Commissions (above)

I would like to help my community in serving with any valuable information I am able to provide.
Why are you interested in serving on this Board? (above)

3 Policy

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

4 Signature

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

X Crystal Keel
Signature (above)

6/3/24
Date (above)

Version: 04.26.2021

APR 2 9 2024

BY: .....

GREENE COUNTY

Application for Appointment to Greene County Advisory Boards and Commissions

1 Board / Committee

Application for Appointment to:

Greene County DSS Board

2 About You

Chrystal Wilcox
Name (above)

864-9249
Phone Number (above)

263 Oak Ridge Drive, Farmville NC 27828
Address (above)

cdcarmon@yahoo.com
Email Address (above)

Patient Care Technician
Occupation (above)

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

Current volunteer activities/other Board & Commissions (above)

Volunteered with Upper Coastal Plains in Wilson NC for 300 hours. Presently Volunteering at Hospice of Wilson NC. Graduate of Barton College in May of 2024.

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

3 Policy

- *All Boards/Committees shall have an appropriate membership regarding race, gender, and geographical location, when applicable and possible.*
- *Boards/Committees Vacancies shall be advertised in the local newspaper, on the County Website, on County Social Media, and at Commissioner's meetings at least one month before appointments are needed*
- *Citizens interested in serving on a board/committee shall complete an application available from the Clerk to the Board or online at Greenecountync.gov before being considered for nomination.*
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- *The Greene County Board of Commissioners shall make all appointments, by giving due consideration to the needs of Greene County, and in conjunction with available applications for appointment. Requested reappointments to the board/committee will be given preference as requested by the board to which the reappointment is being made.*
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- *The Greene County Board of Commissioners requests that each Board/Committee to which they make appointments adopt a 75% per year attendance policy applies to all appointees and enforce such policy through written notification to the Board of Commissioners. When the Board of Commissioners has been notified, that appointees failed to maintain the required 75%-year attendance, the appointee will be replaced. The appointee will be notified by letter from the Chairperson, with a copy of the Board Appointment Policy attached, that they have been replaced due to their failure to attend the required percentage of meetings.*
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4 Signature

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

X [signature]
Signature (above)

4/26/2024
Date (above)

Version: 04.26.2021

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

F6

From: Kyle J. DeHaven, County Manager

Re: Resolution by the County of Greene Authorizing Execution of Kroger Opioid Settlement and Approving the Second Supplemental Agreement for Additional Opioid Funds

Date: July 15, 2024

A settlement has been reached with Kroger for a second supplemental agreement for additional funds for equitable distribution of proceeds concerning the Opioid Suits. This Resolution allows for the fair share of those funds to be distributed to Greene County to be used with the first funding Settlements.

Action Recommended:

Motion to approve the Resolution as provided

Board Action is Needed

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

A RESOLUTION BY THE COUNTY OF GREENE AUTHORIZING EXECUTION OF KROGER OPIOID SETTLEMENT AND APPROVING THE SECOND SUPPLEMENTAL AGREEMENT FOR ADDITIONAL OPIOID FUNDS

WHEREAS, the opioid overdose epidemic has taken the lives of more than 37,000 North Carolinians since 2000;

WHEREAS, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death;

WHEREAS, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is $78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement;

WHEREAS, the citizens of Greene County have been substantially impacted by the negative effects of the opioid epidemic;

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct;

WHEREAS, settlements have been reached in litigation against Kroger Co. ("Kroger"), as well as their subsidiaries, affiliates, officers, and directors named in the Kroger Settlements;

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Second Supplemental Agreement for Additional Funds (SAAF-2) to provide for the equitable distribution of the proceeds of these settlements;

WHEREAS, by joining the settlements and approving the SAAF-2, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible;

Board of Commissioners
Bennie Heath – Chairman
James T. Shackleford – Vice-Chair
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GREENE COUNTY
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Kyle J. DeHaven

County Attorney
Gay Stanley

Finance Director
Sandy Shirtz

WHEREAS, it is advantageous to all North Carolinians for local governments, including Greene County and its residents, to sign onto the settlements and SAAF-2 and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the state and Greene County to help abate the harm; and

WHEREAS, the SAAF-2 directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Greene County hereby authorizes the County Manager or County Attorney to execute all documents necessary to enter into opioid settlement agreements with Kroger, to execute the SAAF-2, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this the ___ day of _____, 2024.

_____
Bennie Heath, Chairman
Greene County Board of Commissioners

ATTEST:

_____
Kyle DeHaven, Clerk to the Board

SEAL

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

F7

From: Kyle J. DeHaven, County Manager

Re: Proposed Mass Gathering Ordinance

Date: July 15, 2024

The request for a Mass Gathering Ordinance was received from the Board of Greene County Commissioners. The intent of this Ordinance is to establish a safe and structured process for the permitting of mass gatherings as defined therein. This is a draft proposal, and no action is asked to be taken, but rather a thorough review to make sure it fits the needs of Greene County as appropriately as possible.

Action Recommended:

No motion requested

NO Board Action is Needed

Ordinance Regulating Special Events and Mass Gatherings

GREENE COUNTY

NORTH CAROLINA

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Sections

1. Purpose; scope and intent
2. Definitions
3. Permit required
4. Exemptions
5. Standards for all covered events
6. Additional standards for television and film events
7. Permit and other required fees
8. Revocation of permit
9. Appeals
10. Penalty

Section 1: PURPOSE; SCOPE AND INTENT

A. The purpose of this chapter is to establish a structured process for permitting the staging of special planned public events, and/or television and film activities to ensure proper planning and adequate allocation of county resources for events and to protect the health and safety of the public attending such events.

B. This chapter will not apply to events sponsored by local, state or federal government agencies, or schools, or colleges located in Greene County, as planning for events and allocation of necessary resources is already coordinated. This chapter shall not apply to regular church or worship activities or events. This chapter shall not apply to businesses holding events in venues designated to hold large numbers of people, where there is already a safety and emergency plan approved by the county.

C. When it is determined that an event does not meet the threshold of requiring a permit, but notification of emergency first responders is recommended, the Emergency Services Department will forward the Information to the appropriate agencies.

Section 2: DEFINITIONS

For purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

COVERED EVENT: A special event that is not otherwise under the jurisdiction of another governing authority.

SPECIAL EVENT: Includes all planned events public or private where at least 500 individuals are expected to be in attendance in which any of the following may apply:

A. The use, sale or display of fireworks;
B. The sale, purchase, provision or consumption of alcoholic beverages;
C. The provision of live entertainment;

DRAFT

D. The provision of overnight activities (ex: camping);
E. Motorized or non-motorized vehicular racing or riding;
F. Activities located wholly or partially on public rights-of-way;
G. Sports that involve physical contact between participants as part of normal play;
H. A film or television production event is considered a special event under this chapter.

Activities contained in Section 4 are specifically excluded from the definitions of a **SPECIAL EVENT.**

SANCTIONING AUTHORITY: The official governing body that sanctions specific events of the type being requested by an applicant, such as, but not limited to, racing authorities, public sports bodies and event associations.

Section 3: PERMIT REQUIRED

A. No person shall have, hold, sponsor, or cause to be had, held, or sponsored, or allow to be had, held or sponsored any covered event without having first applied for and received a permit from the county, except as provided in Section 4.

B. All applications for covered event permits must be made through the Greene County Emergency Services via online permitting software. A completed application must be submitted for each event proposed. No application shall be considered submitted until all information required on the application form has been provided.

C. Applications for special event permits shall be submitted no less than 30 business days prior to the date of the covered event. The County Manager or his/her designee shall have the authority to reduce this time period for good cause shown. The appropriate fee in certified funds must accompany the application for it to be considered to have been filed.

D. Greene County Emergency Services will forward special event applications for review by the following agencies:

1. Greene County Sheriff's Office;
2. Greene County Emergency Services;
3. Health Department/Environmental Health;
4. 911 Communications Center;
5. Planning and Inspections.

Review comments on the application are due within seven (7) days. If no comments are received within seven (7) days, the application may be approved and the permit may be issued.

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For informational purposes the following organizations may also be notified:

1. Fire Department in the district where the event is to be held;
2. North Carolina Department of Transportation (NCDOT);
3. NC Highway Patrol

E. The County may set conditions for permit approval. The applicant may be required to pay for fire/medical stand by and security/law enforcement in order for a permit to be approved. The applicant may be required to pay additional fees if county facilities/services are being used.

F. All covered events must meet North Carolina Building Code, National Electric Code and ADA Requirements.

G. Any person or business that routinely has 2500 or more persons in attendance must have a permanent special events permit issued for general operating conditions as well as an emergency operations plan filed with the Emergency Services Department except as provided in Section 4. Any additional event that increases the attendance more than double, shall require a new special event permit for that specific event or date except as provided in Section 4.

H. All Permit Applications will be subject to a $100 processing and review fee.

Section 4: EXEMPTIONS

This ordinance shall not apply to:

1. Any local, state or federal governmental agency acting within the scope of its governmental functions;
2. Any school or college operating in Greene County;
3. Church or worship activities within a facility;
4. Businesses holding events in venues designated to hold large numbers of people, where there is already a safety and emergency plan approved by the county.
5. Gatherings sponsored by recognized political parties or candidates. However, notice of such gatherings must be given at least 4 days in advance to Greene County Emergency Services so it may inform those agencies listed in Section 3(D).

Section 5: STANDARDS FOR ALL COVERED EVENTS

A. A covered event shall be approved upon the completion of the application required herein, unless the application review finds one or more of the following:

(1) The covered event time and location coincides with another covered event for which a permit has been issued, and it is determined that there is a safety or

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logistical concern with allowing two events to proceed simultaneously. Safety or logistical concerns could include, but not be limited to, events that would burden the resources of law enforcement or emergency services personnel, or would create the potential for traffic hazards;

(2) The covered event will interrupt the safe movement of pedestrian or vehicular traffic at or contiguous to its location in a manner that cannot be adequately controlled by the public safety departments;

(3) The concentration of persons, animals, and vehicles at assembly points for or at the location of the covered event will interfere with the county's ability to provide adequate fire, law enforcement and emergency medical services to the public; or

(4) The Greene County Department of Public Health determines that the event plan does not account for and protect the public health and safety needs of the citizens of Greene County.

B. All covered events must comply with, and provide proof of compliance with the following:

(1) All federal, state, local and event sanctioning authority mandated medical coverage requirements;

(2) Greene County EMS Medical Standards for Special Events, if applicable;

(3) Greene County EMS shall be the primary service provider for Greene County;

(4) All state, federal and local fire safety and prevention standards, codes and permitting requirements must be met. The Fire Department in the district where the event is to be held shall be primary and all others must function under the authority of that department;

(5) For events where alcohol is provided, served, or sold, event organizer must secure a valid ABC permit. Copies of this permit must be submitted with the permit application prior to the event;

(6) Animals are not allowed at covered events unless as a specified part of an event and provided in the application therefore. Animals brought by spectators or participants, except service animals, shall not be allowed;

(7) Event organizers shall remove all trash and debris and shall clean up immediately after a covered event;

DRAFT

(8) The county, in its discretion, may require the applicant to provide liability and/or special events insurance coverage for the covered event;

(9) Mass gatherings of 500 people or more must have a Crowd Control Manager ratio of 1 per 250 people or as otherwise required by the North Carolina Fire Code;

(10) All road closures or events that will impact traffic must be approved by the NC Department of Transportation;

(11) Submit a completed application, which shall contain the following information. Application will be critical in evaluating the citizen impact and public safety related to the event:

a. General information related to the event such as:
   1. Whether amplified sound will be used;
   2. Whether vendors will be serving or cooking food;
   3. First aid plans;
   4. The number of toilets that will be accessible;
   5. Parking plans;
   6. Crowd control plan;
   7. Traffic control plan;
   8. Weather contingency plans;

b. Information on county, and fire support services that may be required from:
   1. Security/law enforcement;
   2. Fire/rescue;
   3. Emergency medical services standby;
   4. Waste clean-up;
   5. Other (Health, Public Works).

Section 6: ADDITIONAL STANDARDS FOR TELEVISION AND FILM EVENTS

A. A pre-production meeting with Greene County Emergency Services or its designee must be held.

B. Proof of insurance certificates for the following must be submitted with the application:
   (1) General liability insurance: $2,000,000;
   (2) Automobile liability insurance: $2,000,000;
   (3) Worker's Compensation insurance as required by statute and employer's liability insurance of $1,000,000.

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C. It is the responsibility of the television or film company to notify the affected residents and/or businesses following the county's approval of the application and no less than three business days prior to the planned activity.

D. Production vehicles shall not block fire hydrants, driveways, or other access ramps unless authorized by Greene County officials.

E. Production companies are responsible for vacating locations used with a minimum amount of noise and disruption at the end of each shooting day.

F. Any filming activity involving holding, delaying or rerouting of traffic in residential areas, or on state-maintained road ways must be accompanied by at least one deputy sheriff.

G. The production company is fully responsible for clean-up and proper disposal of all waste and materials produced.

H. Removal or alteration of vegetation in the public right-of-way or on county owned lands is prohibited unless specifically approved by the film permit.

Section 7: PERMIT AND OTHER REQUIRED FEES

A. The schedule of fees for permitting and other associated fees for covered events in addition to those set herein shall be approved by the Board of County Commissioners.

B. If other fees for services are required, they must be paid by certified funds, prior to the event. If the event is canceled and the county is provided 24 hours' notice, the fees for stand by service will be refunded.

C. There may be other fire inspection, health and facility usage permits/fees that may be charged.

D. All permits pertaining to any special event must be obtained prior to the event and copies must be submitted to Emergency Services Department (Ex: NCDOT, ABC permit).

Section 7: REVOCATION OF PERMIT

The County Manager or Emergency Services Director, acting on behalf of Greene County has the authority to revoke a special event permit if the holder of such permit fails to comply with the provisions of this chapter or other conditions stipulated in the permit.

Section 8: APPEALS

Any applicant shall have the right to appeal the denial of a special event permit, the conditions of a special event permit, or the revocation of a special event permit to the County Manager

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and then a further appeal may be made to the Board of County Commissioners. The appealing party shall make the appeal to the County Manager within five business days after receipt of the decision by Greene County Emergency Services. If the applicant wishes to appeal the County Manager's decision, the appeal must be included on the next Board of County Commissioners meeting agenda taking into account required agenda deadlines.

Section 9: PENTALY

A. It shall be unlawful for any person to:
    a. Hold a covered event without a required permit;
    b. Fail to terminate a covered event upon revocation of a permit;
    c. Conduct a covered event in violation of the terms and conditions of a permit issued for such event.

B. Any violation of the provisions of this chapter shall subject the offender to a civil penalty of $500 for the first offense and $1000 for a second and any subsequent offenses. Each day of violation shall constitute a separate offense. If a person fails to pay the civil penalties set forth herein within 20 days after being cited for a violation, the county may seek to recover the penalty by filing a civil action in the nature of debt.

C. The county, by and through its duly authorized authorities, may seek to enforce the provisions of this chapter through any appropriate equitable remedy issued from a court of competent jurisdiction.

D. A covered event for which a permit has not been approved, an event exempt from the chapter that otherwise would require a permit except for the exemption, or for which the stipulations of the permit which was approved are not met, or which is otherwise in violation of this chapter may be shut down by law enforcement, but only if either the County Manager, the Greene County Sheriff or his designee determines that all of the following conditions are present:

    a. The covered event constitutes an immediate and direct physical danger to citizens or property; and
    b. The above danger is of such an imminent nature that the remedy provided for in this ordinance will not prevent the danger prior to its occurrence.

DRAFT

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

F8

From: Kyle J. DeHaven, County Manager

Re: Capital Project Budget Ordinance; Directed Grant, OSBM Contract #20264

Date: July 15, 2024

A Capital Project Budget Ordinance is requested for a directed grant received from the General Assembly for the construction of a Court room in the space to be vacated by the Sheriff's Office upon completion of their new facility. The funds currently sit in a Special Revenue fund as is state law.

Action Recommended:

Motion to approve the Capital Project Budget Ordinance as requested.

Board Action is Needed

North Carolina Office of State Budget and Management

Contract # 20264

This Agreement is hereby entered into by and between the NC Office of State Budget and Management (the "AGENCY") and County of Greene (the "RECIPIENT") (referred to collectively as the "Parties").

1. EFFECTIVE TERM:

The RECIPIENT's performance period for this agreement shall be effective starting July 1, 2023, through October 3, 2025. The PARTIES' duties of record-keeping, monitoring, reporting, and auditing continue thereafter as provided below.

2. RECIPIENT'S DUTIES:

The RECIPIENT is authorized by this agreement to use funds for purposes referenced in the Current Operations Appropriations Act, Session Law (S.L.) 2023-134. The RECIPIENT's scope of work is a complete and concise scope of goods or services supported by this agreement and consistent with language in S.L. 2023-134. (See Appendix A).

The RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the RECIPIENT's Budget. RECIPIENT may reallocate and/or redistribute among budgeted items up to 10% in overall budget costs without the express written permission of the AGENCY.

The RECIPIENT understands and acknowledges that the total funding level available under this agreement will not exceed $500,000.00.

The RECIPIENT acknowledges they have provided the following additional documentation:

a. Internal Revenue Service W-9 form (includes address, Tax ID) DS kD
b. Electronic Payment Form & Supporting Document DS kD
c. Scope of Work – Appendix A DS kD
d. Policy addressing conflicts of interest DS kD
e. **Sworn** Statement of no overdue tax debts DS kD

The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in G.S. 143C-6-22 Use of State funds by non-State entities, 9 N.C.A.C. Subchapter 3M and the requirements found in S.L. 2023-134, Section 5.3; 12.1 and 12.2.

The RECIPIENT shall ensure:

a. Funds are used for nonsectarian, nonreligious purposes only.
b. No more than $140,000 in State funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of a nonprofit organization.

c. Interest earnings on funds shall be used for the same purposes for which the grant was made.
d. Submission of quarterly reports on financial and performance progress. This shall include the financial and performance progress of the RECIPIENT and all SUB-RECIPIENTS.
e. Compliance with 9 N.C.A.C. Subchapter 3M.0205.

Pursuant to G.S 143C-6-8, the RECIPIENT understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

3. AGENCY'S DUTIES & PAYMENT PROVISIONS:

The AGENCY shall ensure that funds allocated and disbursed pursuant to Session Law 2023-134 comply with the intent and guidance found in these Session Laws and ensure compliance with related state statutes and financial management standards.

The AGENCY is subject to the following requirements:

a. Upon execution of this contract and the RECIPIENT's submission of documents identified in Section 2 of this contract, the AGENCY shall pay the RECIPIENT the full amount as identified in the scope of work within 30 days.
b. Develop RECIPIENT quarterly financial and performance reporting document that shall incorporate the requirements of 9 N.C.A.C. Subchapter 3M.0205 and require the RECIPIENT to:
    i. Certify that funds received or held were used for the intended purpose.
    ii. Provide an accounting for funds received, interest earned, funds expended.
    iii. Provide activities, accomplishments, and performance measures.
    iv. Provide a list of employees and the amount of State funds used for the employee's annual salary.
    v. Provide supporting invoices, contracts, payroll information or other documents to support expenditures.
c. Provide a secure method for submitting financial and performance reports.
d. Conduct financial and performance monitoring until the contract is completed.
e. Funds will not revert until October 3, 2025.

4. FUNDS MANAGEMENT:

The RECIPIENT agrees that funds paid through this contract shall be subject to the following:

a. Accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting and / or grant management system. This shall include accounting for interest earned on these funds.
b. All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3 above.
c. Expenditures 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 should be used as guidelines. International travel shall not be eligible under this Contract.

d. If eligible, the RECIPIENT and all subrecipients shall:

i. Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and

ii. Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

5. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS:

The RECIPIENT agrees to submit the required quarterly report on or before the 10th day following the end of each quarter. The first report is due to the AGENCY during the quarter in which the funds have been received by the RECIPIENT. The AGENCY shall provide the format and method for reporting. All reports and supporting documents shall include the RECIPIENT and all SUB-RECIPIENT information and shall be submitted as prescribed by the AGENCY.

RECIPIENT and any SUB-RECIPIENTS agree that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by the AGENCY, as the AGENCY executes any monitoring or internal audit responsibilities.

RECIPIENTS and SUB-RECIPIENTS receiving $500,000 or more shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. The audit report must be provided to the AGENCY no later than nine months after the end of the RECIPIENTS fiscal year. This report shall be submitted as prescribed by the AGENCY. The cost of an audit conducted in conformance with the Yellow Book is an allowable cost for this grant.

6. AGREEMENT ADMINISTRATORS:

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

RECIPIENT and AGENCY Point of Contact	
RECIPIENT Contract Administrator	AGENCY Contract Administrator
Name: Kyle J. DeHaven Email: kyle.dehaven@greenecountync.gov Direct Phone: 252-653-7094 Fiscal year end MONTH: June	Cole Jordan NC Office of State Budget and Management 2 South Salisbury Street Raleigh, NC 27601 Direct Phone: 984-236-0633 Email: NCGrants@osbm.nc.gov

7. MONITORING AND AUDITING:

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the RECIPIENT are subject to being audited, inspected and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The RECIPIENT acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules, and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the RECIPIENT and are subject to change.

8. TAXES:

The RECIPIENT shall be considered to be an independent RECIPIENT and as such shall be responsible for all taxes. The RECIPIENT agrees to provide the AGENCY with the RECIPIENT'S correct taxpayer identification number upon the execution of this Agreement. The RECIPIENT agrees that failure to provide the AGENCY with a correct taxpayer identification number authorizes the AGENCY to withhold any amount due and payable under this Agreement.

9. SITUS:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

10. COMPLIANCE WITH LAW:

The RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The RECIPIENT represents that it has, or will 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. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Recipient acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200. The Recipient further acknowledges and agrees that, if it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the Recipient shall, by contract, ensure that said cost principles are made applicable to and binding upon any and all such SUB-RECIPIENTS, SUB-SUB-RECIPIENTS, etc. in their handling, use and expenditure of the funds awarded to the RECIPIENT hereunder.

11. TERMINATION OF AGREEMENT:

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the AGENCY.

12. AMENDMENTS:

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

13. AGREEMENT CLOSE-OUT PROCESS:

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final quarterly report) within ninety (90) days after the completion of the project or final expenditure date, whichever is later. Unexpended funds should be promptly returned to the AGENCY at this time.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

14. AUTHORIZED SIGNATURE WARRANTY:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. **In Witness Whereof,** the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

RECIPIENT NAME

DocuSigned by:
Kyle DeHaven
B6DE2B14C9B0404...
Signature

4/5/2024 | 8:22 AM EDT
Date

Kyle DeHaven
Printed Name

County Manager
Title

NC OFFICE OF STATE BUDGET AND MANAGEMENT

DocuSigned by:
Kristin Walker
8CBE034DDDB04BB...
Signature

4/5/2024 | 12:40 PM EDT
Date

Kristin Walker
Printed Name

State Budget Director
Title

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

F9

From: Kyle J. DeHaven, County Manager

Re: Capital Project Budget Ordinance; Directed Grant, OSBM Contract #20265

Date: July 15, 2024

A Capital Project Budget Ordinance is requested for a directed grant received from the General Assembly for the site selection, and due diligences for selected Economic Development Sites. The funds currently sit in a Special Revenue fund as is state law.

Action Recommended:

Motion to approve the Capital Project Budget Ordinance as requested.

Board Action is Needed

DocuSign Envelope ID: 762AD927-5296-4E3A-AB36-F88DE31E77B0

North Carolina Office of State Budget and Management

Contract # 20265

This Agreement is hereby entered into by and between the NC Office of State Budget and Management (the "AGENCY") and County of Greene (the "RECIPIENT") (referred to collectively as the "Parties").

1. EFFECTIVE TERM:

The RECIPIENT's performance period for this agreement shall be effective starting July 1, 2023, through October 3, 2025. The PARTIES' duties of record-keeping, monitoring, reporting, and auditing continue thereafter as provided below.

2. RECIPIENT'S DUTIES:

The RECIPIENT is authorized by this agreement to use funds for purposes referenced in the Current Operations Appropriations Act, Session Law (S.L.) 2023-134. The RECIPIENT's scope of work is a complete and concise scope of goods or services supported by this agreement and consistent with language in S.L. 2023-134. (See Appendix A).

The RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the RECIPIENT's Budget. RECIPIENT may reallocate and/or redistribute among budgeted items up to 10% in overall budget costs without the express written permission of the AGENCY.

The RECIPIENT understands and acknowledges that the total funding level available under this agreement will not exceed $150,000.00.

The RECIPIENT acknowledges they have provided the following additional documentation:

a. Internal Revenue Service W-9 form (includes address, Tax ID) DS kD
b. Electronic Payment Form & Supporting Document DS kD
c. Scope of Work – Appendix A DS kD
d. Policy addressing conflicts of interest DS kD
e. **Sworn** Statement of no overdue tax debts DS kD

The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in G.S. 143C-6-22 Use of State funds by non-State entities, 9 N.C.A.C. Subchapter 3M and the requirements found in S.L. 2023-134, Section 5.3; 12.1 and 12.2.

The RECIPIENT shall ensure:

a. Funds are used for nonsectarian, nonreligious purposes only.
b. No more than $140,000 in State funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of a nonprofit organization.

c. Interest earnings on funds shall be used for the same purposes for which the grant was made.
d. Submission of quarterly reports on financial and performance progress. This shall include the financial and performance progress of the RECIPIENT and all SUB-RECIPIENTS.
e. Compliance with 9 N.C.A.C. Subchapter 3M.0205.

Pursuant to G.S 143C-6-8, the RECIPIENT understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

3. AGENCY'S DUTIES & PAYMENT PROVISIONS:

The AGENCY shall ensure that funds allocated and disbursed pursuant to Session Law 2023-134 comply with the intent and guidance found in these Session Laws and ensure compliance with related state statutes and financial management standards.

The AGENCY is subject to the following requirements:

a. Upon execution of this contract and the RECIPIENT's submission of documents identified in Section 2 of this contract, the AGENCY shall pay the RECIPIENT the full amount as identified in the scope of work within 30 days.
b. Develop RECIPIENT quarterly financial and performance reporting document that shall incorporate the requirements of 9 N.C.A.C. Subchapter 3M.0205 and require the RECIPIENT to:
    i. Certify that funds received or held were used for the intended purpose.
    ii. Provide an accounting for funds received, interest earned, funds expended.
    iii. Provide activities, accomplishments, and performance measures.
    iv. Provide a list of employees and the amount of State funds used for the employee's annual salary.
    v. Provide supporting invoices, contracts, payroll information or other documents to support expenditures.
c. Provide a secure method for submitting financial and performance reports.
d. Conduct financial and performance monitoring until the contract is completed.
e. Funds will not revert until October 3, 2025.

4. FUNDS MANAGEMENT:

The RECIPIENT agrees that funds paid through this contract shall be subject to the following:

a. Accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting and / or grant management system. This shall include accounting for interest earned on these funds.
b. All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3 above.
c. Expenditures 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 should be used as guidelines. International travel shall not be eligible under this Contract.

d. If eligible, the RECIPIENT and all subrecipients shall:

i. Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and

ii. Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

5. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS:

The RECIPIENT agrees to submit the required quarterly report on or before the 10th day following the end of each quarter. The first report is due to the AGENCY during the quarter in which the funds have been received by the RECIPIENT. The AGENCY shall provide the format and method for reporting. All reports and supporting documents shall include the RECIPIENT and all SUB-RECIPIENT information and shall be submitted as prescribed by the AGENCY.

RECIPIENT and any SUB-RECIPIENTS agree that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by the AGENCY, as the AGENCY executes any monitoring or internal audit responsibilities.

RECIPIENTS and SUB-RECIPIENTS receiving $500,000 or more shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. The audit report must be provided to the AGENCY no later than nine months after the end of the RECIPIENTS fiscal year. This report shall be submitted as prescribed by the AGENCY. The cost of an audit conducted in conformance with the Yellow Book is an allowable cost for this grant.

6. AGREEMENT ADMINISTRATORS:

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

RECIPIENT and AGENCY Point of Contact	
RECIPIENT Contract Administrator	AGENCY Contract Administrator
Name: Kyle DeHaven Email: kyle.dehaven@greenecountync.gov Direct Phone: 252-653-7094 Fiscal year end MONTH: June	Cole Jordan NC Office of State Budget and Management 2 South Salisbury Street Raleigh, NC 27601 Direct Phone: 984-236-0633 Email: NCGrants@osbm.nc.gov

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The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. **In Witness Whereof,** the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

RECIPIENT NAME

DocuSigned by:
Kyle DeHaven
B6DE2B14C9B0404...

Signature	4/5/2024 | 9:30 AM EDT
	Date
Kyle DeHaven	County Manager
Printed Name	Title

NC OFFICE OF STATE BUDGET AND MANAGEMENT

DocuSigned by:
Kristin Walker
8CB5034DDDB04BB...

Signature

4/5/2024 | 12:39 PM EDT

Date

Kristin Walker

Printed Name

State Budget Director

Title