

NORTH CAROLINA
COUNTY OF GREENE

The Greene County Board of Commissioners met in regular session on Tuesday, January 18, 2022 at 7:00 p.m. in the Greene County Operations Center. Present for the meeting: Chairman Bennie Heath, Vice Chairman James T. Shackelford Jr, Commissioners Jerry Jones, Susan Blizzard and Derek Burress, County Manager Kyle DeHaven, County Attorney Gay Stanley and Deputy Clerk Kathy Mooring.

A. Call to Order

Chairman Bennie Heath called the meeting to order, and asked Commissioner Blizzard to give the invocation and lead the Pledge to the Flag.

B. Approval of Agenda

Chairman Heath asked for any changes to the agenda, there were none.

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

C. Consent Agenda

Chairman Heath asked if there were any changes to the Consent Agenda. Commissioner Blizzard stated that all had been given corrected minutes for the January 3, 2022 meeting.

On motion by Commissioner Jones and second by Commissioner Shackelford the Board voted unanimously to approve the Consent Agenda.

- January 3, 2022 Regular Meeting Minutes
- Releases/Refunds
- Consideration of Late Application for Present Use Value
- Monthly Collection Report
- Budget Amendment; Health
- Budget Amendment; Sheriff (2)
- Budget Amendment; EMS (2)
- Budget Amendment; Extension
- Budget Amendment; Senior Center

Refunds: NCVTS Tax & Tag

Stephen Dow Craft	\$195.70	Jody Craig Tyson	\$197.81	Norris Walton Hall, Jr.	\$4.01
Jose Isabell Alonso	\$80.15				

Releases: Ad Valorem Tax

Jerome Whitehurst	\$90.00	Jerome Whitehurst	\$90.00	Jerome Whitehurst	\$45.00
JWR Investments II, LLC	\$45.00	JWR Investments II, LLC	\$45.00	JWR Investments II, LLC	\$45.00
Scott A. Brown	\$45.00	Susan Moye	\$45.00	Thomas Denny Garner	\$270.00
Rory Allen Wood	\$45.00	Rory Allen Wood	\$45.00	Rory Allen Wood	\$45.00
James Hardison	\$45.00	James Hardison	\$45.00	James Hardison	\$45.00
Phyllis Vandiford	\$45.00	Servando Perez	\$45.00	Melvin E. Albritton Jr.	\$45.00
Melvin E. Albritton Jr.	\$45.00	Melvin E. Albritton Jr.	\$270.00	Melvin E. Albritton Jr.	\$405.00
Sherri Creech	\$45.00	Diane Smith	\$45.00		

Refunds: Ad Valorem Tax

Antonio Blow	\$45.00	Antonio Blow	\$45.00	Antonio Blow	\$45.00
Joseph Jackson Edmondson	\$45.00	Thomas Denny Garner	\$90.00	Thomas Denny Garner	\$45.00
Gregory Alexander Baggett	\$45.00	Jeffrey T Smith	\$45.00		

D. Public Comments

None

E. Presentation

1. Melanie Morgan; Neuse Regional Library Agreement.

Ms. Morgan started her presentation announcing that Neuse Regional Libraries has won three out of five awards presented by the North Carolina Public Library Association. They are very excited about these awards and wanted to share in this accomplishment. Ms. Morgan presented the agreement that is renewed every 10 years.

On motion by Commissioner Jones and seconded by Commissioner Shackleford the Board voted unanimously to approve the Neuse Regional Library Agreement.

2. April Adams; Cherry Bekaert & Holland, Audited Financial Statements.

Ms. Adams presented the audited financial statements for the County for FY 20/21. Overall, the audit was very good for the county and Commissioner Blizzard noted a few grammatical errors that will be corrected before the final print of the audit.

On motion by Commissioner Jones and seconded by Commissioner Shackleford the Board voted unanimously to approve the audit with needed corrections.

F. County Manager Report

1. Mr. DeHaven presented applications for the Planning board as submitted by the Director of the Planning Department. The positions were advertised as directed and three applications were received. The Planning Director recommends appointing Donald Beamon and reappointing James Davenport and Erwin Sugg.

On motion by Commissioner Jones and seconded by Commissioner Shackleford the Board voted unanimously to approve the appointment of Donald Beamon and reappointment of James Davenport and Erwin Sugg.

2. Mr. DeHaven next presented a request from the Director of the Planning Department to appoint Mr. Leslie V. Mooring to the Board of Adjustments. The vacancy was advertised as directed and only one application (Mr. Mooring) was received. The Planning Director recommends appointing Mr. Mooring.

On motion by Commissioner Jones and seconded by Commissioner Shackleford the Board voted unanimously to appoint Mr. Mooring to the Board of Adjustments.

3. Mr. DeHaven next presented a grant awarded to Greene County from the Tobacco Trust Fund for the renovation of the farmers market. The grant will fund the addition of a meeting space

encompassing the first two bays of the building. This project total was quoted at \$86,000.00 and this quote will still be honored. The grant awarded Greene County is \$56,000.00 which leaves a commitment of funds from Greene County in the amount of \$30,000.00. The terms of the Grant are to be completed by 12/31/2023.

On motion by Commissioner Jones and seconded Commissioner Shackleford the Board voted unanimously to accept the grant from the Tobacco Trust Fund.

4. Mr. DeHaven next presented a revised records retention schedule issued by the NC Department of Natural and Cultural Resources. Mr. DeHaven noted that in the past the Greene County Board of Commissioners has accepted the NCDNCR's records retention schedule. Mr. DeHaven asked the Board of Commissioners to accept the new and updated version of the Records Retention Schedule.

On motion by Commissioner Shackleford and seconded by Commissioner Jones the Board voted unanimously to accept the revised Records Retention Schedule.

5. Mr. DeHaven next presented the Proposed EMS Fee Schedule Amendment. He noted a change in our EMS fees has been recommended by our billing company, Colleton. He said Colleton is recommending this so we do not leave money on the table for services provided. He noted these rates are in line with other providers around us. Commissioner Blizzard had some questions that needed further explanation. Commissioner Jones asked that this be tabled till the next meeting to have Brock Kearney and Jeremy Anderson come to explain these fees to the Board. Chairman Heath tabled this till the next meeting.

6. Mr. DeHaven next presented a Year in Review. He went over the list of accomplishments completed or nearly completed by the County in calendar year 2021. He wanted to recognize the departments and staff that contributed to the successful completion of these projects and tasks.

G. County Attorney Report

No comment.

H. Commissioner's Report and Recommendations

Chairman Heath gave a COVID update with the last of the numbers provided late last week. Commissioner Burress thanked the Chairman for affording him the opportunity to speak tonight. Commissioner Burress noted that the Year in Review that the County Manager just presented is his list of county accomplishments that he created and posted on his Facebook page. He also apologized to any department that he may have left off the list. He thanked NC Department of Transportation for keeping our roads safe this past weekend as well as our first responders and

law enforcement officers during the storm. He noted that a Greene Central athlete was featured making a tackle on the NFL Network. For this players appearance on national television, Greene Central will be getting \$1,500 for athletic equipment. He also noted that four individuals with Greene County ties were inducted into the George Whitfield Sports Hall of Fame during its annual "Hot Stove" banquet. Dr. Bert Bright and Matt Beaman were inducted along with two former Snow Hill American Legion assistant coaches; Jim Montague and Jason Mills. He also noted that "Kids on Stage" brought home awards from Atlanta and the middle school chorus team having several members to make all-state. Commissioner Burress attended a meeting hosted by the NCACC this past week involving the National Opioid Settlement and noted that Greene County will be receiving \$794,157 over the next 18 years. He asked that the staff give the commissioners an update on the final rule on the ARP Funds that will go into effective April 1, 2022. He also reminded all in attendance and watching from home that the county has many job openings and they can view all of them on our website. He also reminded the county manager to his request back on November 15th, 2021 asking for a detailed presentation on the county's sick leave policy. Commissioner Blizzard asked the County Manager to have columns added to the financial report showing ARP Funds received and spent and also to update commissioners on the changes for ARP Funds.

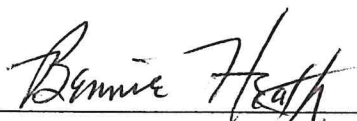
I. CLOSED SESSION - Personnel

Motion/Second In: Commissioner Jones/Commissioner Blizzard

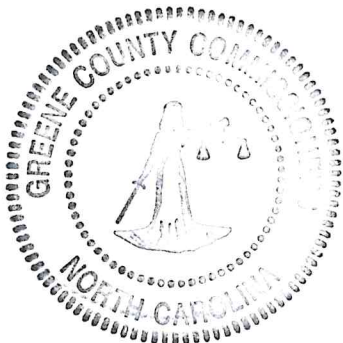
Motion/Second Out: Commissioner Blizzard/Commissioner Jones

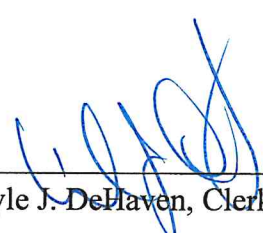
J. ADJOURN

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


Bennie Heath, Chairman

Attest:




Kyle J. DeHaven, Clerk to the Board

C5

Date: January 18, 2022
Dept. Name: Health Department

Dept. # 11

BUDGET REVISIONS

Revenues**Account #**

11-172-4380-07 COVID Vaccination Funds + 263,847.00

TOTAL + 263,847.00

Expenditures**Account #**

11-537-5171-00 COVID VAC Operating + 263,847.00

TOTAL + 263,847.00

COVID-19 Vaccination Fund \$263,847: The Greene County Department of Public Health was granted additional state funding to continue activities that focus on removing the barriers to accessing vaccine, increasing vaccine confidence, coordinating COVID-19 vaccine services, and expanding its COVID-19 vaccination program, with an emphasis on reaching high risk and underserved populations, including racial and ethnic minorities, and all other disproportionately affected by COVID-19.

Requested by: Jay BrockApproved by: [Signature]

GREENE COUNTY

LINE ITEM TRANSFER/BUDGET AMENDMENT

1/12/22

SHERIFF

LINE ITEM TRANSFER					
<u>FROM</u>			<u>TO</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
Total		\$ -	Total		\$ -
BUDGET AMENDMENT					
<u>REVENUES</u>			<u>EXPENDITURES</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
COVID-19 EMERGENCY GRANT REV	11160-443157	\$ 14,318.00	COVID-19 EMERGENCY GRANT EXP	11431-540210	\$ 14,318.00
Total		\$ 14,318.00	Total		\$ 14,318.00
Explanation: Sheriff's Office Justice Assistance (JAG) Emergency Grant for COVID19 protective equipment					

Requested by:

[Handwritten signature]

Approved by:



GREENE COUNTY

LINE ITEM TRANSFER/BUDGET AMENDMENT

1/5/22

AMERICAN RESCUE PLAN ACT

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

BUDGET AMENDMENT					
<u>REVENUES</u>			<u>EXPENDITURES</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
			ARP EXPENSE 07599-528503 \$ (28,330.00) ARP BODY CAMERA PROJECT 07599-528510 \$ 28,330.00		
Total		\$ -	Total		\$ -

Explanation: Body Cameras purchased with ARP funds

Requested by:



Approved by:



GREENE COUNTY

LINE ITEM TRANSFER/BUDGET AMENDMENT

1/4/22

EXTENSION

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

BUDGET AMENDMENT					
<u>REVENUES</u>			<u>EXPENDITURES</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
EXTENSION 4-H FUND REV	08160-434335	\$ 10,000.00	EXTENSION 4-H FUND EXP	08495-541306	\$ 10,000.00
Total		\$ 10,000.00	Total		\$ 10,000.00

<u>Explanation:</u>
INCREASE EXTENSION 4-H FUND RECEIPTS/EXPENSES

Requested by:

[Handwritten signature]

Approved by:



C9

LINE ITEM TRANSFER

<u>REVENUES</u>			<u>BUDGET AMENDMENT</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
C-1 Aging Funds	11170-434803	-8904.00	Full time Staff Congregate	11583-510100	-5000.00
C-1 USDA	11170-434805	-901.00	Part Time Staff Congregate	11583-510200	-5158.00
County Match-Congre.	Fund Balance	-989.00	FICA Congregate	11583-513100	-777.00
			Postage/Telephone	11583-520100	141.00
C-2 Aging Funds	11170434804	-4977.00	Full Time Home Delivery	11584-510100	-4364.00
C-2 USDA	11170-434806	-528.00	Part Time Home Delivery	11584-510200	-333.00
County Match-HDM	Fund Balance	-553.00	FICA Home Delivery	11584-513100	-1488
			Utilities Home Delivery	11584-520200	127.00
HCCBG Access Funds	11170434834	13,881.00	Contract Services Transport.	11581-519100	15423.00
County Match-Access	Fund Balance	1,542.00			
Total			Total		

Amendment to decrease funding for Congregate and Home Delivered Meals including USDA & County Match, and to increase funding for General Transportation-HCCBG & County Match. There is no USDA revenue for HCCBG Access Services.

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NEUSE REGIONAL LIBRARIES
Inspiring Creativity. Fostering Learning. Engaging Community.

Regional Agreement

We, the undersigned members of the Neuse Regional Library d/b/a Neuse Regional Libraries, comprising Lenoir, Jones, and Greene Counties, as well as the City of Kinston, do hereby enter into contract to provide extended and improved library service to all people in the areas named.

The collaboration established by this agreement has been determined to be the best means of supporting the mission statement of the Neuse Regional Libraries, which strive to be centers for community connections that provide evolving technologies, programming, and services that meet 21st century literacy needs, while making accessible a collection that is as diverse and intergenerational as the people of Lenoir, Jones and Greene Counties.

Pursuant to resolutions duly adopted by their governing board, the parties identified below renew their commitment to the Neuse Regional Library based upon the terms set forth below for a term extending from July 1, 2022 through June 30, 2032.

I. Governments Involved

- a. Lenoir County
- b. City of Kinston
- c. Jones County
- d. Greene County

II. Purpose statement

- a. This agreement is to perpetuate excellent library and information services to the residents of the areas included within the jurisdictions of the aforementioned governing bodies through their collaborative and collective efforts under the legal authority of N.C.G.S. 153A-270 and N.C.G.S. 160A, Article 20, Part 1 and 07 NCAC 021 .0301.

III. Neuse Regional Library Board of Trustees

- a. The Neuse Regional Library Board of Trustees shall be the governing body of the Neuse Regional Library.
- b. Membership
 - i. There shall be 12 members of the Neuse Regional Library Board of Trustees providing equitable representation of each local governmental unit.

1. Lenoir County: 3 members appointed by the Lenoir County Board of Commissioners
 2. City of Kinston: 3 members appointed by the Kinston City Council
 3. Jones County: 3 members appointed by the Jones County Board of Commissioners
 4. Greene County: 3 members appointed by the Greene County Board of Commissioners
- ii. Members shall be appointed from the membership of the local library boards according to bylaws and policies approved by the governing body for each library.
 - iii. Members shall be appointed in staggered terms to promote consistency as well as to accommodate change. Regional bylaws shall clearly define the term limits and how staggered terms shall be accomplished. Members shall serve no more than two consecutive terms with no single term longer than six years.
 - iv. Early vacancies on the Neuse Regional Library Board of Trustees shall be filled with appointments from the membership of the local library boards according to bylaws and policies approved by the governing body for each library ~~by the appropriate governing body~~ for the length of the term of the member creating the vacancy.
- c. Powers and Duties delegated to the Neuse Regional Library Board of Trustees by the Counties of Lenoir, Jones, and Greene, as well as the City of Kinston
- i. The Neuse Regional Library Board of Trustees shall be delegated the power to adopt bylaws and rules for its own governance.
 - ii. The Neuse Regional Library Board of Trustees shall be delegated the power to adopt policies for the Neuse Regional Library's administration and operation.
 - iii. The Neuse Regional Library Board of Trustees shall be delegated the power to select, appoint, remove, determine salary and other terms of employment of a regional library director. The Neuse Regional Library Director shall be delegated executive powers, will serve as the chief executive and administrative officer of the Neuse Regional Library, and function in accordance with the approved policies of the Neuse Regional Library Board. The Neuse Regional Library Director shall have a valid North Carolina Public Librarian Certificate.

- iv. The Neuse Regional Library Board of Trustees shall develop and approve an annual budget which shall:
 - 1. Be administered under the same provisions as local governmental unit (G.S. 159), with all state funds administered by the Neuse Regional Library and expended throughout the region according to the North Carolina Administrative Code.
 - 2. Be a composite of the separate budgets of each county and city library, with an agreed upon amount paid by each county and city for the materials, salaries, and operating expenses that are shared within the region
 - 3. Include a specified amount of funding for each library's operating costs with gifts, special memorials, endowment and trust income, and appropriations for capital outlay earmarked for the designated purpose
- v. The Neuse Regional Library Board of Trustees shall be delegated the power to appoint a person or firm as a regional finance officer who shall:
 - 1. Ensure expenditure of funds consistent with the budget adopted by the Neuse Regional Library Board of Trustees
 - 2. Report directly to the Neuse Regional Library Director and to the Neuse Regional Library Board of Trustees
- vi. The Neuse Regional Library Board of Trustees shall be delegated the power to assure compliance with all applicable State and Federal law and eligibility requirements for the receipt of State and Federal funds.
- vii. The Neuse Regional Library Board of Trustees shall be delegated the power to make recommendations to each county and city regarding the construction and improvement of the physical facilities of the libraries within the region; however, construction and facility maintenance shall be the responsibility of each county and city unless the Neuse Regional Library Board of Trustees negotiates and approves a collaborative effort.
- viii. The Neuse Regional Library Board of Trustees shall make regular reports related to services and operations to each county and city as conveyed by approved reports of the Neuse Regional Library Director.
- ix. The Neuse Regional Library Board of Trustees shall obtain an annual independent audit of regional library accounts consistent with generally accepted accounting principles, and submit a copy of this audit to the State Library of North Carolina.

IV. Terms of Property Ownership

- a. A major benefit of regional cooperation is that scarce resources may be shared among the various county and city residents without wasteful duplication; however, certain ownership restrictions shall apply:
 - i. All buildings, grounds, and other facilities of each library shall remain the property of their respective county or city.
 - ii. All books, technology, or other resources paid for with local funds shall remain the property of the respective county or city.
 - iii. All books, technology, or other resources paid for with Regional or State funds shall remain the property of the Neuse Regional Library.

V. Insurance Coverage and Indemnification

a. Insurance Coverage

- i. The local governmental units shall maintain insurance coverage for the building and grounds and other facilities for each of their individual libraries including general liability insurance.
- ii. The Neuse Regional Library shall maintain insurance coverage for the contents of the buildings and the vehicles used to provide service.

b. Indemnification

- i. The Neuse Regional Library shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer, director, board member, or employee against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the Neuse Regional Library; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of the Neuse Regional Library Board of Trustees who are not at that time parties to the proceeding.

VI. Provisions for Amendment

- a. This agreement can be amended providing that all parties accept those amendments. Requests for amendment may come from a local governmental unit or from the Neuse Regional Library Board of Trustees.
- b. Recommendations for amendments shall be forwarded to each of the county and city governments in writing with a thirty-day period for consideration given. At the next regular meeting of the county and city boards after this thirty-day period, the amendments shall be voted on by those bodies.
- c. Disagreements related to this agreement shall be resolved first by a committee of representatives from each local governmental unit and then by their legal councils if necessary.

VII. Provisions for Withdrawal

- a. A member proposing to withdraw from the Neuse Regional Library shall give written notice on or before July 1 to the Neuse Regional Library Board of Trustees, the other participating local governmental units and the State Library of North Carolina. The withdrawal shall be effective the following June 30.
- b. Should that member decide within this time period to rescind the proposal, that member shall remain a part of the Neuse Regional Library under the same conditions and requirements as the agreement under which they became a member.
- c. Should that member fully withdraw, the Terms of Property Ownership as stated in Section IV shall apply. If the withdrawal does not result in the dissolution of the Neuse Regional Library, the withdrawing local governmental unit will forfeit all rights to joint property of the region.
- d. The withdrawal of any local governmental unit shall result in review of the regional library agreement. The Neuse Regional Library may be dissolved if two or more of the local governmental units withdraw in accordance with the procedures stated above.
- e. As included under NCGS 160A, Article 20, Part 1, Joint Exercise of Power, property purchased by the region is owned jointly as tenants in common by the participating counties and city; therefore, if the Neuse Regional Library is dissolved, the counties of Lenoir, Jones, and Greene, as well as the City of Kinston, shall divide the joint assets equitably among themselves.
- f. The distribution of properties and resources jointly owned shall be accomplished by a committee composed of representatives from each local governmental unit, the current Neuse Regional Library Director, and a representative from the State Library of North Carolina.

- g. After all outstanding debts are resolved, any remaining funds from local governmental units shall be returned to them and the distribution of any remaining State or Federal funds shall be determined by the State Library. Property such as vehicles, computers and other technology, books, and any other assets purchased with joint funding shall be sold at auction and the proceeds divided among the local governmental units or distributed in some other equitable manner as agreed upon by the committee of representatives.

VIII. Review and Termination

- a. The agreement may be reviewed at any time by any local governmental unit or the Neuse Regional Library Board of Trustees and, if modifications are deemed reasonable and necessary, amendments may be made according to the procedures stated above.
- b. The agreement may be terminated if reasonable cause is presented in writing by a local governmental unit to the other members of the region, the Neuse Regional Library Board of Trustees, and the State Library of North Carolina.
- c. The effective dates for termination shall be the same as a withdrawal from the Neuse Regional Library.
- d. If the agreement terminates, and no successor agreement is to be executed, the Neuse Regional Library shall be dissolved and joint assets distributed as described above in Section VII.
- e. At end of the ten-year agreement period, the Regional Library Board shall review the agreement, recommend any modifications, and submit it for review and renewal to each of the local government units which shall review, suggest modifications, and vote to extend or rescind the agreement.

This AGREEMENT shall be effective upon acceptance by all local governmental units. If any portion of the agreement is determined to be invalid, the other conditions of the agreement are not invalidated. This agreement is represented in its entirety in this document.

IN WITNESS WHEREOF, this agreement has been executed by the principal official of the governing board of each local governmental unit hereto, pursuant to authority of each respective board.

Attest:

LENOIR COUNTY

_____ by _____ Date: _____
Clerk to the Board Board of Commissioners, Chairman

CITY OF KINSTON

_____ by _____ Date: _____
Clerk to the Board Mayor

GREENE COUNTY

 _____ by Bennis Heath Date: 01-18-2022
Clerk to the Board Board of Commissioners, Chairman

JONES COUNTY

_____ by _____ Date: _____
Clerk to the Board Board of Commissioners, Chairman