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NORTH CAROLINA
COUNTY OF GREENE

The Greene County Board of Commissioners met in regular session on Tuesday, January 2, 2024, at 10:00 a.m. in the Greene County Operations Center. Present for the meeting: Chairman Bennie Heath, Vice Chairman James T. Shackleford Jr, Commissioners Jerry Jones, and Derek Burress, Commissioner Ray Johnson was in attendance by zoom. County Manager Kyle DeHaven, County Attorney Gay Stanley, and Deputy Clerk Kathy Mooring.

A. Call to Order

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

There were six Greene County staff in attendance and one person from the public present.

B. Approval of Agenda

Chairman Heath asked if there were any changes or corrections to the Agenda. Seeing as there were none he called for a motion to approve the Agenda.

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

C. Consent Agenda

Chairman Heath asked that the minutes from the December 18, 2023 meeting be pulled for changes.

On motion by Commissioner Jones and second by Commissioner Shackleford, the Board voted unanimously to approve the Consent Agenda without the December 18th minutes.

-December 18, 2023 Regular Meeting Minutes (pulled for corrections)
-Release/Refunds
-Consideration of Late Present Use Value

Releases: Ad Valorem Tax

William Edward Sugg, III	$100.00	William Edward Sugg, III	$50.00	Sugg Family Farming, Inc.	$50.00
Thomas Sugg	$50.00	Thomas Sugg	$50.00	Thomas Sugg	$50.00
T & E Sugg Equipment Rental, LLC	$100.00	Thomas & William E. Sugg, III	$50.00	Fred Brann	$50.00

Refunds: Ad Valorem Tax

Helen J. Roberson	$50.00	Edmondson Farms Poultry, LLC	$50.00	John Brooks Edmondson & Stacy Dellano	$100.00
John Brooks Edmondson & Stacy Dellano	$50.00	John Brooks Edmondson & Stacy Dellano	$50.00		

D. Public Comments

None

E. Presentations

1. Brock Kearney; Road Signs Update.

Mr. Kearney stated that the signs to replaced have been received and they in the process of being put up. He also noted that there are some signs that again stolen as soon as they are replaced. This is a costly endeavor for the county on a yearly basis. He also noted that they are taking necessary steps along with the Sheriff's Department to try to catch the thieves. Commissioner Jones encourages all citizens to report these missing signs as soon as they notice them gone.

2. Trey Cash; Economic Development Update.

Mr. Cash presented a 2023 review and upcoming projects for 2024 and beyond. Commissioner Burress thanked Mr. Cash and Mr. Harold Thomas for all they have done in terms of Economic Development.

F. County Manager

1. Mr. DeHaven presented a Grant received from Golden Leaf for the purpose of identifying sites in the County aligned with the County's Economic Development Goals and suitable for industrial development. This Grant is in the amount of $15,000. Mr. DeHaven asked for a

motion to accept the Grant awarded and to direct staff to execute the Grantee Acknowledgement and agreement for the Grant.

On motion by Commissioner Jones and seconded by Commissioner Shackleford, the Board voted unanimously to accept the Grant from Golden Leaf.

2. Mr. DeHaven next presented an Amendment to the Educational Repayment Policy. This amendment simplifies the way repayment is calculated for those not completing the course, or leaving the County for the required 24 months. Mr. DeHaven is asked for a review of this amendment at this time, and approval of the amendment after further discussion at a future meeting. Commissioner Burress asked will reimbursement amount differ based on the employee's hourly pay rate and certification level (EMT-B, AEMT)? Mr. DeHaven answered, yes reimbursement will be based on those two things.

3. Mr. DeHaven next presented a request to appoint an Interim Finance Officer that is needed to maintain compliance with N.C.G.S. Mr. DeHaven recommends the aforementioned designation to the Assistant Finance Officer, Ms. Sandy Shirtz. Commissioner Burress asked Mr. DeHaven what qualifiers her to be the Interim Finance Officer. Mr. DeHaven stated as the Assistant Finance Officer currently more than qualifies her to be the Interim Finance Officer.

On motion by Commissioner Jones and seconded by Commissioner Shackleford, the Board voted unanimously to appoint Ms. Sandy Shirtz as the Interim Finance Officer.

4. Mr. DeHaven next presented a Year in Review to the Board of Commissioners and the public of accomplishments achieved by Departments of the County. Commissioner Burress noted that DSS should also be commended for this years Toys-for-Tots event as they served over 300 families, of which 75 were new families.

At the end of the County Manager's presentation, Commissioner Burress asked to back track to the EMS Educational Agreement Policy. He stated that in paragraph three it states "after completing paramedic certification, employees will receive entry-level paramedic pay." It goes on to say employees "may" get a 3% raise if recommended by their manager. He went on to say that he feels it should read "Upon obtaining paramedic certification, employees "will" receive a 3% pay increase."

G. County Attorney Report

No comment.

H. Commissioner's Report and Recommendations

Commissioner Burress stated as we reflect on the past year, he believes now is the perfect time to revisit an idea that he feels would benefit our county by reinstating an early payment discount on property taxes. He said other counties are bringing this back and this would give the county residents relief as many are still recovering financially from the pandemic.
Commissioner Burress went on to state that at the last meeting he raised a concern about the confusion and breakdown in communication regarding the termination of the Fort Run EMS contract. He believes that when potential wrongdoing is brought to light, we have a duty to look into it, even without a formal motion.
Commissioner Burress also stated that with the increase in conversations surrounding the commissioner pay since the last meeting, he formally made a motion that the county issue a statement detailing commissioner pay increases over the past four years, starting in 2020. He also stated he believes we owe it to our constituents to provide full transparency and clarity around use of taxpayer funds. Chairman Heath stated that Commissioner Burress's motion failed due to lack of a second.

I. CLOSED SESSION – Attorney-Client Privilege/Personnel

Motion/Second into closed session – Commissioners Jones and Shackleford
Motion/Second out of closed session – Commissioners Jones and Shackleford

Upon coming out of Closed Session, Mr. DeHaven said that to give a raise to an appointed staff member it must be done in Open Session.

Commissioner Jones made a motion to raise the salary of the County Attorney (Gay Stanley) to $122,500 annually effective immediately, this motion was seconded by Commissioner Shackleford. Commissioner Burress feels this is the wrong time to entertain this motion. He stated he would vote against this motion. Chairman Heath called for the vote and the Board voted 4 to 1 (Commissioner Burress) to approve the salary increase of the County Attorney.

J. ADJOURN

On motion by Commissioner Jones and second by Commissioner Shackleford to adjourn the meeting, the Board voted unanimously to adjourn. The meeting adjourned at 11:10 a.m.

Bennie Heath, Chairman

Attest:

Kyle J. DeHaven, Clerk to the Board

The Golden LEAF Foundation ("Golden LEAF")

SITE PROGRAM - IDENTIFICATION

GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: County of Greene

2. Number & Title: G-202407-08177 / Greene County SITE Identification

3. Purpose of Grant: This award provides funding for a team of consultants to work with Greene County to evaluate and identify sites in the county that are aligned with the county's economic development goals and suitable for industrial development.

4. Award Date: 12/7/2023

5. Special Terms and Conditions Applicable to Grant:

    a) Commencement of the Project is contingent on Grantee returning a fully executed original of this Grantee Acknowledgment and Agreement.
    b) Grantee agrees to fully engage with the consultants retained by Golden LEAF to implement the Project, including responding timely to inquiries and requests for information from Golden LEAF and its consultants, being available for meetings, and providing time of necessary personnel. Golden LEAF expects that the Grantee will ensure that county leadership, including elected officials and economic development personnel, will participate in the Project as appropriate.

6. Confirmation of Eligibility/Permissible use of Funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state or local governmental unit. Grantee agrees to notify Golden LEAF promptly if the Grantee's tax-exempt status is revoked or modified in any way. The Grantee agrees that it will engage in the Project only for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and that it will not act in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that in engaging in the Project, it will not carry on propaganda or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. Unless otherwise agreed by Golden LEAF in writing, no portion of the Grantee's rights or obligations under this Agreement may be transferred or assigned to any other entity.

7. Conflict of interest: In connection with the Project, no employee, officer, director, volunteer, or agent of the Grantee shall engage in any activity that involves a conflict of interest or that would appear to a reasonable person to involve a conflict of interest.

8. Project and budget modification: The Grantee will immediately notify Golden LEAF of anything that may materially affect the Grantee's ability to fully participate in the Project. **If the Grantee proposes to modify any feature of the Project, the Grantee must first receive approval from Golden LEAF.**

9. Rescission and termination of grants: If the Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement, or if any of the representations and warranties made by the Grantee

are untrue as to a material fact, the Grantee agrees to reimburse Golden LEAF the full amount of expenses Golden LEAF incurred in connection with the Project. Any condition, purpose, term, or provision in Golden LEAF's resolution approving funding or in this Grantee Acknowledgment and Agreement shall take precedence over Grantee's application for the Project.

10. Reporting: The Grantee agrees to submit a progress report to Golden LEAF to be received by Golden LEAF six months from the date of award and every six months thereafter unless some other schedule is approved by Golden LEAF. The Grantee agrees to submit a final Progress Report for receipt by Golden LEAF within sixty (60) days after the completion of all obligations for the Project or the end date, whichever comes first, and to provide annual reports after the conclusion of the Project for a period that is reasonably necessary to evaluate the outcomes of the Project. The Grantee will furnish additional or further reports if requested by Golden LEAF on forms prescribed by Golden LEAF.

11. Records: The Grantee agrees to maintain full, accurate and verifiable records, supporting documents, and all other pertinent data for the Project in such a manner so as to identify and document clearly the activities and outcomes of the Project. The Grantee agrees to retain all records, supporting documents, and all other pertinent records related to the Project for a period of five (5) years from the end of the Project. In the event such records are audited, all Project records shall be retained beyond such five-year period until all audit findings have been resolved. The Grantee shall provide to Golden LEAF copies of all records requested by Golden LEAF and shall make available to Golden LEAF, or Golden LEAF's designated representative, all of the Grantee's records that relate to the Project, and shall allow Golden LEAF or Golden LEAF's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as Golden LEAF or its representative may deem necessary. The Grantee may be subject to audit by the State Auditor.

12. Independent entity: The Grantee acknowledges and agrees that the Grantee is an entity independent from Golden LEAF, is not an agent of Golden LEAF, and is not authorized to bind Golden LEAF to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. It shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and Golden LEAF shall not be liable for the payment of any obligations incurred in the performance of the Project other than Golden LEAF's obligation to pay those consultants engaged by Golden LEAF in accordance with the terms of Golden LEAF's agreements with such consultants.

13. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, national origin, or handicap related to the activities of the Project.

14. Publicity: All publicity and printed materials regarding the Project should contain the following language: **"This project received support from The Golden LEAF Foundation."** The Golden LEAF logo is to be displayed in all of the Grantee's publicity and printed materials relating to the Project. Please contact Jenny Tinklepaugh (jtinklepaugh@goldenleaf.org) for digital versions of the logo.

15. Authority to execute/Necessary Approvals Obtained: The individual signing below certifies: (1) that he or she has the authority to execute this Agreement on behalf of the Grantee, (2) that this Agreement is not prohibited or restricted by law applicable to the Grantee, and (3) that the Grantee has received any third-party approval that may be required prior to entering this Agreement. By executing this Agreement, the Grantee, to induce Golden LEAF to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the date below:

Name of Grantee Organization (print): Greene County

Signature: Bennie Heath

Name of Person Signing (print): Bennie Heath

Title of Person Signing (print): Chairman, Greene County Board of Commissioners

Date: 01-02-2024