NORTH CAROLINA
COUNTY OF GREENE

The Greene County Board of Commissioners met in regular session on Monday, April 21, 2025, at 6:00 PM in the Greene County Operations Center. Present for the meeting: Chairman Bennie Heath, Vice-Chairman Jerry Jones, Commissioner Derek Burress, Commissioner Ray Johnson, Commissioner Robert Taylor, Jr.. County Manager Kyle DeHaven, County Attorney Kevin MacQueen, and Deputy Clerk Kathy Mooring.

A. Call to Order

Chairman Bennie Heath called the meeting to order at 6:00 PM, and asked Commissioner Johnson to give the Invocation and lead the Pledge to the Flag.

There were eight Greene County staff members and fifteen people from the public in attendance.

B. Approval of Agenda

On a motion by Commissioner Burress and seconded by Commissioner Johnson, the Board voted unanimously to approve.

C. Board of Equalization & Review

1. Recess Board of Commissioners and Reconvene Board of Equalization and Review
   Chairman Heath recessed the Board of Commissioners and reconvened the Board of Equalization and Review.

2. Agenda
   Ms. Wiggins stated she has not had any appeals since the last meeting. Chairman Heath asked if anyone was present to appeal their real property assessments. No one came forward. Ms. Wiggins recommended that the Board of Equalization and Review be adjourned.

3. Adjourn 2025 Board of Equalization and Review and Reconvene as Board of Commissioners
   Chairman Heath adjourned the BOER and reconvened the BOC.

D. Public Information

1. 2025 Recipients for the Governor's Volunteer Service Awards
   Ms. Sharon Harrison presented the 2025 Recipients for the Governor's Volunteer Service Awards. The North Carolina Commission on Volunteerism and Community Service has presented the 2025 Governor's Volunteer Service Award to Michelle Darden, Danny Ellis, Alex Ellis, Chris Cooper, John Britt, Rebecca Reagan, and Sherrie Sledge from Greene County.

2. Monthly Collection Report

3. Monthly Financial Report

E. Consent Agenda

On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve.

1. 04-07-25 Regular Meeting Minutes

2. Consideration of Late Present Use Value Application

3. Releases/Refunds

F. Public Hearing

1. Residential Housing Proposed at I-587 Business Park
   Mr. Trey Cash explained this public hearing was to receive public comments/questions on a potential sale and redevelopment of county owned property located at the Interstate 587 Business Park at 1 Capital Drive, Walstonburg, NC.

   Chairman Heath opened the public hearing for public comment. No comments/questions received. Chairman Heath closed the public hearing.

G. Public Comments

No comments.

H. Presentation(s)

1. Approval of GoldenLEAF SITE Program Grant and Authorization to Execute Documents for Burnette Road Industrial Site

   Mr. Trey Cash presented for approval the GoldenLEAF SITE Program Grant and Authorization to Execute Documents for Burnette Road Industrial Site. The Greene County Board of Commissioners are asked to approve acceptance of a $113,250 GoldenLEAF SITE Program Grant to support due diligence activities on the 630-acre industrial site located on Burnette Road in Greene County. The Board is asked to authorize the Chairman, County Manager, Finance Officer, and Economic Development Director to sign and execute all necessary documents related to this grant. At this time, no Greene County taxpayer money has been spent on this effort.

   On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve.

2. Update on the Opioid Settlement Funds - Greene & Lenoir County Plan
   Ms. Joy Brock, Director of the Greene County Public Health Department came forward to give an update of the Opioid Settlement Funds - Greene & Lenoir County Plan. She presented the Interlocal Agreement for Furnishing Opioid-focused Behavioral Healthcare Services for approval.

   On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the

Board voted unanimously to approve.

I. County Manager

1. Appointment to Greene County Public Library Board of Trustees
Mr. DeHaven presented a request from the Neuse Regional Libraries to reappoint Vanessa Edwards to the Greene County Public Library Board of Trustees. Ms. Edwards has served one term and is eligible to serve a second term. This position has been advertised as required.

   On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve.

J. County Attorney's Comments
No comment.

K. Commissioners' Report and Recommendation
Chairman Heath stated he had one announcement about the Greene Central Band that received a superior rating at a competition recently. The Band Director was on the Kelly Clarkson show as a result of a video on social media. Ms. Clarkson saw it and invited him to be on the show. He was presented with gifts totaling $10,000 dollars. $5,000 from a group to use on instruments and $5,000 from Ms. Clarkson to use as needed. Congratulations to them all. Commissioner Johnson stated there will be a fund raiser for Warren Johnson, who is battling cancer, this Friday night, April 25, 2025 at the Shine Fire Department. Tickets are $10.00 each. Commissioner Jones reminded everyone that there will be a ceremony at the Walstonburg Cemetary tomorrow at 2 p.m.

L. Closed Session
On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to go into Closed Session.

1. Economic Development - *To conduct a closed session pursuant to the provisions set forth in N.C.G.S. § 143-318.11(a)(4)*

   Attorney-Client Privilege - *To conduct a closed session pursuant to the provisions set forth in N.C.G.S. § 143-318.11(a)(3)*

   On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to come out of Closed Session.

M. Adjourn

On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to adjourn.

Bennie Heath

Bennie Heath, Chairman

Attest:

GREENE COUNTY COMMISSIONERS NORTH CAROLINA

Kyle J. DeHaven, Clerk to the Board

INTERLOCAL AGREEMENT
FOR FURNISHING
OPIOID-FOCUSED BEHAVIORAL HEALTHCARE SERVICES

This INTERLOCAL AGREEMENT is entered into this 21st day of April, 2025 by and between **LENOIR COUNTY** and **GREENE COUNTY** (referred to each individually as "Party" and collectively as "Parties") as of the Effective Date.

WITNESSETH:

ARTICLE 1

Definitions

Certain terms having specific definitions are used generally throughout this Agreement and these terms and definitions, unless the context clearly indicates to the contrary, are as set forth in this Article. The defined general terms appearing in this Article are set forth in the Agreement in the exact capitalized form as they appear between the quotation marks. When the same term is used in this Agreement with the meaning as assigned herein, it shall appear in the identical capitalized form. Otherwise, the meaning shall be as used in the context of the sentence in which it appears and not necessarily that as defined herein. The terms defined in this Article are used generally throughout the Agreement.

In addition to the defined terms appearing in this Article and used generally throughout this Agreement, some terms may be specific to a particular paragraph or provision of this Agreement rather than appearing in general use, and such terms may be embedded as capitalized terms to have the meaning defined therein.

Some terms or phrases may be emphasized by being shown in **boldfaced type**. In emphasizing a term or phrase, the defined meaning is not altered. Emphasis is used solely for the purpose of drawing particular attention to the individual word or phrase in the context that it is being used.

1.1 **"Agreement"** – means and refers to this Interlocal Agreement for Furnishing Opioid-focused Behavioral Healthcare Services.

1.2 **"Effective Date"** – means and refers to the date appearing in the initial paragraph of this Agreement.

1.3 **"Greene County"** – means and refers for Greene County, North Carolina, a body politic and corporate and political subdivision of the State of North Carolina.

1.4 **"Lenoir County"** – means and refers for Lenoir County, North Carolina, a body politic and corporate and political subdivision of the State of North Carolina.

1.5 **"Program"** – means and refers to the multi-county program described in this Agreement implemented within the geographical boundaries of Greene County, North Carolina and Lenoir County, North Carolina, the purpose of which is provide behavioral healthcare services including, but not limited to, addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or support needed to improve their health or wellbeing.

1.6 **"Program Services"** – means and refers to services provided by Lenoir County as part of the Program under this Agreement as described in "Attachment A" hereto.

ARTICLE 2

Recitals

The following recitals are incorporated herein as an integral part of this Agreement:

2.1 Lenoir County and Green County have been awarded certain monies from the National Opioid Settlement Funds to be used to mitigate the harmful effects of opioids on individuals and families.

2.2 The Parties wish to use a portion of the aforesaid monies to fund a joint initiative, including the development and implementation of the Program, which will provide Program Services.

2.3 The Parties will provide financial support in compliance with all applicable laws and memoranda of agreement and/or understanding, including any amendments thereto.

2.4 The Parties have agreed on a budget for the Program, a copy of which is attached hereto, made a part hereof, and identified as "Attachment B".

2.5 The Parties wish to enter into this Agreement pursuant to N.C. Gen. Stat. § 160A-461 in order to memorialize the obligations of the Parties.

NOW, THEREFORE, and in consideration of the mutual representations and commitments set forth in this Agreement, the Parties do hereby agree as follows.

ARTICLE 3
Lenoir County Commitments

3.1 **Program Funding Utilization**: For as long as this Agreement is in effect, Lenoir County will utilize monies provided by Greene County to develop and implement the Program.

3.2 **Provision of Services**: As long as this Agreement is in effect, Lenoir County will provide Program Services in accordance with "Attachment A." The location and point of service for the Program Services shall be the Lenoir County Health Department.

ARTICLE 4
Greene County Commitments

4.1 **Funding for Program Services**: Greene County shall provide support, including funding in the total amount of $________________for the Program as set forth in "Attachment A". Payments shall be made by Greene County in ____________increments of ______ ______. The date of issue of the Greene County check shall be deemed the date of payment. Payments shall be subject to any applicable taxes. In the event that the Effective Date of this Agreement begins during a month other than the first month of Greene County's fiscal year, such incremental payments shall be prorated in a manner that is mutually agreeable to the parties hereto.

4.2 **Additional Funding**: If the provision of the Program Services exceeds the projected budget as outlined in "Attachment B," The Parties will enter into good faith negotiations to secure funding such that there is no interruption in the provision of Program Services, if feasible. The Parties shall review the budgeted expenses as compared to actual expenses on a quarterly basis to ensure that there is adequate funding to maintain uninterrupted Program Services during the term of this Agreement.

ARTICLE 5
No Requirement to Make Referrals

5.1 **No Inducement for Referrals**: Nothing in this Agreement is in any way intended or shall be construed as an inducement for the referral of any patients to Lenoir County Health

Department or any of its affiliates or health centers by either of the Parties to this Agreement in which services are paid for by federal healthcare programs.

5.2 **Not Related to Volume or Value of Referrals:** Neither the eligibility of the Program Services nor the amount or nature of the Program Services was determined in a manner that takes into account the volume or value of referrals or other business generated between the Parties.

ARTICLE 6

Term and Termination

6.1 **Initial Term**: This Agreement shall remain in full force and effect for an initial term of two years (2) years from the Effective Date and shall renew automatically thereafter for additional one (1) year terms unless one Party has notified the other Party of its intent to terminate this Agreement as stated herein.

6.2 **Termination**: Either Party may terminate this Agreement for any reason by providing the other Party with ninety (90) days advance written notice.

ARTICLE 7

Compliance with the Law

7.1 **Fraud & Abuse Laws and Regulations**: It is the intent of the Parties to conduct their relationship in full compliance with the applicable Federal and/or State laws prohibiting payments for referrals (hereinafter "Anti-Referral Laws") and federal and/or state laws prohibiting referrals to entities in which the Parties have a financial interest (hereinafter "Stark Laws"). The Parties agree that neither will intentionally conduct itself under the terms of this Agreement in a manner that poses a bona fide risk of violation of the Anti-Referral, Stark Laws, or any other Federal or State laws.

If legislation is passed, the effect of which would be to hinder either Party's ability to obtain reimbursement from Medicare, Medicaid or Tricare due to the existence of any such provision of this Agreement, then the parties shall negotiate in good faith to amend this Agreement to attempt to avoid such prohibition in a manner that complies with all applicable laws and regulations.

7.2 **HIPAA Compliance**: The Parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d ("HIPAA)" and with the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164, the federal security standards contained in 45 C.F.R. Part 142, and the federal standards for electronic transmissions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." The Parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than permitted by HIPAA Requirements and the terms of this Agreement. The Parties agree to make internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the United States Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Requirements.

ARTICLE 8

Miscellaneous

8.1 **Jurisdiction and Venue**: This Agreement shall be construed and enforced under and in accordance with the laws of the State of North Carolina. Exclusive venue for resolution of disputes or any action, whether at law or in equity, shall be in Lenoir County or such other location as mutually agreeable to the Parties.

8.2 **Amendments:** This Agreement may be amended at any time by mutual written agreement of the Parties so long as such amendment complies with applicable federal and state laws and regulations. Any such amendment shall require the prior approval of experienced healthcare legal counsel that the amendment does not violate Federal or State laws or regulations.

8.3 **Invalidity or Unenforceability of Particular Provisions**: The invalidity or unenforceability of any particular provision of this Agreement, shall not affect the other provisions. This Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

8.4 **No Third Party Rights:** Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

8.5 **Conflicts of Interest:** The Parties warrant that no person or entity has been employed or retained to secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee for the purpose of securing this Agreement.

8.6 **Non-Appropriation:** Performance under this Agreement is expressly contingent upon adequate funding as outlined in "Attachment B." In the event the provision of services under this Agreement exceeds the budgeted funds, neither party will be under any obligation to continue performance pursuant to this Agreement.

8.7 **Construction of Headings:** The captions or headings are for convenience only. They are not intended to limit or define the scope or effect of any provision of this Agreement.

8.8 **Notices**: Notices or communications required or permitted to be given under this Agreement shall be given to the respective parties by personal delivery, nationally recognized courier service or by registered or certified mail or national courier service (said notice being deemed given as of the date of receipt) at the following addresses:

Lenoir County:

Lenoir County
Michael James, County Manager
P.O Box 3289
Kinston, NC 28502

Greene County:

Greene County
____

A Party may change the address for such notice by giving written notice of such change of address to the other parties.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed in its name and on its behalf.

LENOIR COUNTY

By:________________________________

Title: ______________________________

Date: ______________________________

GREENE COUNTY

By: Bennie Heath

Title: Chair, Board of Commissioners

Date: 4/21/2025

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

____

Lenoir County Finance Officer

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Sandy Shirtz

Greene County Finance Officer

ATTACHMENT A
PROGRAM SERVICES

The following services may be provided pursuant to this Agreement; however, such services, when provided, shall be provided in a manner and frequency in Lenoir County Health Department's and its designees' sole discretion.

Goals: Open a comprehensive community recovery center for justice-involved people with Opioid Use Disorder in Greene and Lenoir Counties, and create a Community Recovery Division within the two public health departments to manage the center, the plan, and the funding.

Services Available through the Community Recovery Division:

- Mental/behavioral health assessments, counseling, and group therapy.
- Medication Assisted Treatment.
- Prevention and community education.
- Connection to resources: work, housing, education, food, transportation.
- Referral to supports not available at the center.
- Navigation: court case coordinators, peer support specialists.
- Public Health Services: medical, WIC, care management, immunizations.

Key Partners:

- County leadership and government employees
- Family and Adult Accountability and Recovery Courts
- Re-entry Councils
- Lenoir Community College
- Hope Restorations

Populations Served: justice-involved individuals and their families; public health department clients with expansion to other residents as available

Positions:

- Initial positions hired will be a Clinical Social Worker, Division Director as well as a contract with a medical provider
- Current staff will be utilized: court case coordinators, peer support specialists, grant administrator, educator
- Positions will be added as needed: Recovery Manager, Post Overdose Response Team, Jail Navigator

Funding:

- Opioid settlement funds, grants, county funding of current county employees
- Opioid settlement funds will be used for salaries for key positions until billing or grants can offset these positions; funding will also be utilized for equipment, supplies, and services as detailed in the plan

ATTACHMENT B
PROGRAM BUDGET INCLUDING FUNDING ALLOCATION BY THE PARTIES

Lenoir County and **Greene County** agree to jointly fund and operate the Community Recovery Division dedicated to opioid recovery, prevention, and treatment services using opioid settlement funds.

The two counties will contribute annually based on a mutually agreed percentage of the total operational budget. These funds will be allocated specifically to support staff, programming, and outreach conducted through the joint office.

The Lenoir County Health Department will build the annual budget presented to the Lenoir County Board of Commissioners for adoption and provide the Greene County Health Department with the recommended budget as well as the Greene County apportionment of cost.

Funding Split: It is estimated that both Lenoir & Greene Counties will receive approximately $8,784,873 in opioid settlement funds through 2038. Lenoir County's allocation will be approximately $7,296,425 (83%) and Greene County's allocation will be $1,488,873 (17%)

- **Lenoir County: 83% of Annual Costs**
- **Greene County: 17% of Annual Costs**

This funding arrangement will be reviewed annually to reflect any changes in settlement fund allocations or programmatic needs.

Board of Commissioners
Bennie Heath – Chairman
Jerry Jones – Vice-Chair
Derek Burress
Ray Johnson
Robert (Bobby) Taylor, Jr.

GREENE COUNTY
NORTH CAROLINA

County Manager
Kyle J. DeHaven

County Attorney
Kevin MacQueen

Finance Officer
Sandy Shirtz

April 21, 2025

Ms. Vanessa L. Edwards
PO Box 422
Snow Hill, NC 28580

Dear Ms. Edwards;

It is with great pleasure to advise you that you have been reappointed to the Greene County Public Libraries Board of Trustees for another term by the Greene County Board of Commissioners.

Sincerely,

Bennie Heath

Bennie Heath, Chairman
Greene County Board of Commissioners

cc: Melanie Morgan, Director
Neuse Regional Libraries

The Golden LEAF Foundation ("Golden LEAF")

GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: County of Greene

2. Number & Title: G-202512-09990/ Greene County SITE Due Dilegence

3. Purpose of Grant: This award provides funding to Greene County to conduct due diligence analyses on approximately 630 acres of farmland under option by the county. Due diligence to be completed with Golden LEAF funds must meet requirements described in the Golden LEAF SITE Program and may include a Phase I Environmental Site Assessment, a Wetlands and Stream Delineation, a Threatened and Endangered Species Report, an Initial Historical, Archaeological, and Cultural Resource Review, a Geotechnical Report, a Buildable Area Summary Map, a Water System Flow Analysis, an Existing Utilities Map, and a Title Opinion or other items approved by Golden LEAF. The county expects the site could attract an industrial user that would invest $100 million in private investment and create 250 jobs with an average wage of $50,000.

4. Amount of Grant: $113,250.00

5. Award Date: April 03, 2025

6. Special Terms and Conditions Applicable to Grant:
   a) The term of the grant is 11 months, commencing on the Award Date. Golden LEAF may extend the term of the Grant. All project-related expenses must be incurred during the term of the grant. The provisions of this Grantee Acknowledgment and Agreement (this "Agreement") that by their nature extend beyond the term of the grant will survive the end of the term of the grant.
   b) Golden LEAF grant funds may not be used for a detailed archaeological analysis.

7. Standard conditions on the release of grant funds:
   c) Release of grant funds is contingent on Grantee attending a Golden LEAF grants management workshop or participating in satisfactory discussions with Golden LEAF staff to gain training in the management of Golden LEAF grants and reporting requirements.
   d) Release of funds is contingent on Grantee returning a fully executed copy of this Agreement no later than forty-five (45) days after the Award Date, unless Golden LEAF agrees to extend the deadline for its submission.
   e) Release of funds is contingent on Golden LEAF's approval of activities and outcomes that will be used to monitor and assess Grantee's implementation of the project. Unless otherwise directed by Golden LEAF, Grantee must submit proposed outcomes and activities for approval within forty-five (45) days of the Award Date.
   f) Release of funds is contingent on the Grantee submitting a project budget for approval by Golden LEAF. The project budget must be submitted for approval within forty-five (45) days of the Award Date unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the project budget must be submitted on Golden LEAF form(s).
   g) If the approved project budget includes funds from other sources that are required for project implementation, Golden LEAF grant funds will not be released until Grantee demonstrates that it has secured those funds.
   h) Golden LEAF grant funds may not be used for acquisition of interests in real property or for costs of grant administration.
   i) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.

8. 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 use the funds from this grant only for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and that it will not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. If grant funds are used to pay for sales tax for which the Grantee receives a refund, Grantee will use the refund for expenses that are consistent with the purpose of the grant and permissible under this Agreement. 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.

9. Compliance with laws/liens: The Grantee is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject. There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Grantee, and there is no pending or (to the Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out this grant in accordance with its terms. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee the non- payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out this grant in accordance with its terms.

10. Conflict of interest: In connection with the project funded by Golden LEAF, 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. Without limiting the foregoing principle, except as described below, in connection with implementation of the project funded by Golden LEAF, Grantee shall not procure goods or services from any Interested Person or from any individual or entity with which any Interested Person has a financial interest or from any family member of an Interested Person, nor shall Grantee use Golden LEAF grant funds to provide goods, services, or compensation (other than customary and reasonable wages and benefits) to any Interested Person or to any family member of an Interested Person. "Interested Person" includes officers and directors of the Grantee, and employees of the Grantee with authority to procure goods or services for the Grantee related to the project funded by Golden LEAF. For purposes of this section. family members shall include: (1) spouse, (2) ancestor, (3) brother, (4) half-brother, (5) sister, (6) half-sister, (7) child (whether by birth or by adoption), (8) grandchild, (9) great grandchild, or (10) spouse of brother, half-brother. sister, half-sister, child, grandchild, or great grandchild. An Interested Person has a financial interest if the Interested Person has, directly or indirectly, through business, investment, or family: a) an ownership or investment interest in any entity with which the Grantee has a transaction or arrangement; b) a compensation arrangement with the Grantee or with any entity or individual with which the Grantee has a transaction or arrangement; or c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Grantee is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. An Interested Person must inform the Grantee of the Interested Person's financial interest upon becoming aware that the Grantee is considering procuring goods or services from any individual or entity with which any Interested Person has a financial interest. The foregoing notwithstanding, if after exercising due diligence, the governing board or committee of the Grantee determines that the Grantee is not reasonably able to secure a more advantageous transaction or arrangement from an individual or entity with which an Interested Person does not have a financial interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Grantee's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination the Grantee shall make its decision as to whether to enter into the transaction or arrangement and shall keep written records of the meeting at which that decision was made. The Grantee shall inform all Interested Persons of the requirements set forth in this section. If the requirements set forth in this section conflict with any statute or regulation applicable to the Grantee, the statute or regulation shall control. If the Grantee has a conflicts of interest policy or similar policy that provides more stringent restrictions and protections than those in this section, the Grantee may comply with its policy rather than the policy contained herein. The Grantee may request that the President of the Foundation approve a conflict of interest policy that varies from the requirements of this section. This section does not alter the requirement that Grantee may not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit.

11. Procurement/Disposition: All goods or services acquired using Golden LEAF grant funds must be reasonably necessary

to implement the project funded. All procurement transactions involving the use of Golden LEAF grant funds will be conducted to provide, to the extent possible and reasonable, free and open competition among suppliers. The Grantee should use reasonable efforts to procure goods and services from local businesses, small businesses, minority-owned firms, and women's business enterprises. The Grantee will seek competitive offers where possible and reasonable to obtain the best possible quality at the best possible price. Some form of cost or price analysis shall be made and documented in connection with every individual procurement in excess of $1,000.00. Price analysis may be accomplished in various ways, including the comparison of price quotations or market prices, including discounts. For any single procurement of $100,000.00 or more, Grantee will use a competitive bid process that is designed to attract a reasonable number of responsive bidders. The requirements of the bid process may vary depending on the value of the procurement. When evaluating bids received, the Grantee is not required to take the lowest price if other factors are reasonably important to the Grantee; however, the bases for evaluation and selection should be listed in the procurement documents and there should be an objective method for the decision made by the Grantee. The decision should be documented in writing. If the Grantee is subject to statutory or regulatory procurement requirements, those requirements supersede this section. The Grantee may request that the President of Golden LEAF approve the Grantee's use of a procurement policy that varies from the requirements of this section. If equipment purchased by the Grantee using Golden LEAF funds is no longer needed or used for the project funded, the Grantee may donate the equipment to a North Carolina governmental entity or a North Carolina organization recognized as an organization described under Section 501(c)(3) of the Internal Revenue Code. In making such a donation, the Grantee must comply with statutory or regulatory requirements that apply to the Grantee, must use reasonable efforts to ensure that the equipment is used for purposes consistent with this grant, and must document and retain records evidencing the donation in accordance with the terms and condition of this Agreement.

12. Project and budget modification: The Grantee will immediately notify Golden LEAF of anything that may materially affect the Grantee's ability to perform the project funded. **If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or expend any funds from this grant for such purposes unless and until Golden LEAF has approved such proposed modifications in writing.** Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until Golden LEAF has approved such proposed modifications in writing, which may be a communication sent through Golden LEAF's grants management system to the Grantee.

13. Use of grant funds/rescission and termination of grants: The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by Golden LEAF under this grant and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to Golden LEAF the full amount of this grant. Any condition, purpose, term or provision in Golden LEAF's resolution approving funding, in this Agreement, or in the budget or other forms approved by Golden LEAF shall take precedence over any conflicting provision in the Grantee's application. Grantee shall not use grant funds for any purpose not included in the Grantee's application for funding unless specifically approved by Golden LEAF. If there is a conflict between the purpose of the grant and use of grant funds described in this Agreement and the Grantee's application for funding, this Agreement will control.

14. The Grantee acknowledges receipt of Golden LEAF's policy regarding termination and rescission of grants, which policy is incorporated in this Agreement by reference and is intended to supplement but not replace or limit the rights and remedies of Golden LEAF set forth elsewhere in this Agreement. The Grantee acknowledges that Golden LEAF may, from time to time, amend its policy regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.

15. Release of Funds: Unless otherwise agreed by Golden LEAF, up to twenty percent (20%) of funds may be released in advance after all conditions on the release of funds are satisfied. Funds may be released in additional advances of up to twenty percent (20%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds previously released have been properly expended and accounted for. Funds may also be released on a reimbursement basis, in which case payments may be made in an amount equal to or up to eighty percent (80%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds have been properly expended and accounted for. Unless otherwise approved by the President of Golden LEAF, a sum equal to twenty percent (20%) of the total amount of the grant will be retained by Golden LEAF until the Grantee completes its obligations under this grant, including submission of a satisfactory final report on the project funded. This final twenty percent (20%) retained by Golden LEAF shall be paid to

the Grantee on a reimbursement basis. If the grant is conditional or contingent, all conditions and contingencies must be met before any payment will be made. Each request for payment shall be submitted through Golden LEAF"s online grants management system in accordance with instruction provided by Golden LEAF, unless otherwise directed by Golden LEAF. Payment should not be requested until the Grantee has need for actual expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.

16. Reporting: The Grantee agrees to submit a progress report to Golden LEAF twice each year, 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 funded or the end date, whichever comes first. The Grantee may be required to report results and accomplishments to Golden LEAF for a period beyond the grant term that is reasonably necessary to evaluate the outcomes of the grant. Report forms may be found on Golden LEAF's website, www.goldenleaf.org.The Grantee will submit reports through Golden LEAF's online grants management system following in accordance with instructions provided by Golden LEAF, unless otherwise directed by Golden LEAF. The Grantee will furnish additional or further reports if requested by Golden LEAF on forms and following in accordance with processes prescribed by Golden LEAF.

17. Records: The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded in such a manner so as to identify and document clearly the activities and outcomes of the project funded and the expenditure of Golden LEAF grant funds. Financial records regarding Golden LEAF's grant shall be maintained in such a way that they can be reported separately from monetary contributions, or other revenue sources of the Grantee. The Grantee agrees to retain all financial and programmatic records, supporting documents, and all other pertinent records related to the project funded for a period of five (5) years from the end of the grant term. 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 financial and other 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 grant, 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 grant. 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.

18. This Section 18 is applicable if the following blank is marked: ______ Staff Initials & date:__________________

Intellectual property/new developments: In consideration of its receipt of funds granted by Golden LEAF, the Grantee agrees that during the course of the project funded by the grant, the Grantee, and any recipient of grant funds, will promptly disclose to Golden LEAF any improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs, and other things, whether patentable or unpatentable, that result from any work performed by or for the Grantee in connection with the project funded, or by individuals whose work is funded by the grant (the "New Developments"). If the Grantee provides to Golden LEAF a copy of any Invention Disclosure Reports it receives from Grantee employees that report making inventions under this Agreement, then the Grantee will be deemed to have satisfied the disclosure requirement in the preceding sentence.

The Grantee agrees that it, and any recipient of grant funds, shall take all reasonably appropriate actions to assure that the New Developments shall be and remain the sole and exclusive property of the Grantee. In the event that the interests of the public would be served by commercialization of the New Developments, the Grantee agrees to use its best reasonable efforts to pursue the commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or in whole without first having obtained the written consent of Golden LEAF.

Any revenue generated as a result of transferring, assigning, or licensing New Developments will be managed by the Grantee in accordance with its published patent, copyright and technology transfer procedures, if any, and in the absence of such procedures such revenue will be managed by the Grantee in accordance with procedures approved by Golden LEAF. Such procedures typically will prioritize the distribution of revenues to insure that the Grantee first honors its obligation to its inventors and then to cover its own out-of-pocket expenses as necessary to protect its intellectual property.

The Grantee and Golden LEAF further agree that should there be any revenue generated greater than that necessary to meet the obligations of the preceding paragraph ("Net Revenue"), the Net Revenue shall be managed by the Grantee as follows:

a) 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.
b) 30% of the remaining Net Revenue will be paid to Golden LEAF.
c) 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

The Grantee's obligations pursuant to this Section will continue beyond the expiration of the funding period.

19. 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 funded.

20. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, parental status, national origin, genetic information, political affiliation, protected veteran status, or disability, or any other legally protected status, in connection with the activities of a project funded by Golden LEAF.

21. Publicity: All publicity and printed materials regarding projects or activities supported in whole or in part by this grant 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 this grant. The Golden LEAF Brand and Publicity Guide can be accessed at www.goldenleaf.org/brand-and-publicity-guide/. For assistance with publicity, including review of all press releases, please contact Golden LEAF staff (news@goldenleaf.org).

22. Authority to execute/Necessary Approvals Obtained: The individual signing below certifies their authority to execute this Agreement on behalf of the Grantee and 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): Chair, Board of Commissoners

Date: 4/21/2025

STEPHANIE WIGGINS
TAX ADMINISTRATOR

GREENE COUNTY
TAX DEPARTMENT

Agenda for
Greene County Board of Equalization and Review
April 21, 2025 – 6:00 P.M.

Order of Business

A. Call to Order

B. Agenda

As of April 14, 2025 there have been no formal requests received to appeal real property to the Board of Equalization and Review.

If no other appeals, recommend adjournment of the 2025 Board of Equalization and Review.

229 KINGOLD BLVD SUITE B | PO BOX 482 | SNOW HILL NC 28580
(252) 747-3615 | (252) 747-5067 FAX | GREENECOUNTYNC.GOV

Board of Commissioners
Bennie Heath – Chairman
Jerry Jones – Vice-Chair
Derek Burress
Ray Johnson
Robert (Bobby) Taylor, Jr.

GREENE COUNTY
NORTH CAROLINA

County Manager
Kyle J. DeHaven

County Attorney
Kevin MacQueen

Finance Officer
Sandy Shirtz

PRESS RELEASE ANNOUNCING GREENE COUNTY'S 2025 GOVERNOR'S VOLUNTEER SERVICE AWARD RECIPIENTS

(Snow Hill, NC) – The North Carolina Commission on Volunteerism and Community Service has presented the **2025 Governor's Volunteer Service Award** to Michelle Darden, Danny Ellis, Alex Ellis, Chris Cooper, John Britt, Rebecca Reagan, and Sherrie Sledge from Greene County. The Governor's Volunteer Service Award honors people who have shown concern and compassion for their neighbors by making a significant contribution to their community through volunteer service. The award was created in the Office of the Governor in 1979 to honor outstanding volunteers throughout the State. Recipients will be honored at the Greene County Commissioners Meeting on **Monday, April 21st, 2025** at 6pm. Commissioner's Meetings are held at the Greene County Communications Center, 312 SE Second Street, Snow Hill, NC.

Award recipients and a description of their volunteer service:
Michele Darden: Michele Darden was nominated in the areas of **Individual, Health & Human Services, Lifetime Achievement, & Historically Underserved Populations**. Michele was nominated by Teresa Burress, Brenda Dudley, and Derek Burress for distributing traditional Thanksgiving Meals to anyone on Thanksgiving Day for years. This annual event is her way of giving back to the community.

Alex & Danny Ellis: Alex & Danny Ellis were nominated by Donald Clark for their service and commitment to the **Greene County Tennis Association**. Volunteering a total of 120 hours this past year, Alex and Danny assisted their USTA Jr. Tennis Tournaments by being site directors to include setting up of tournament areas, managing scores & times and assisting participants as well as spectators.

Chris Cooper: Chris Cooper was nominated in the areas of **Individual & Youth** by Jennifer Avery, Bobby Avery, and Charles Beamon for his work with Scouting America. Volunteering with the youth in Greene County Schools, he volunteered over 2,000 hours, serving as a strong role model.

John Britt & Rebecca Reagan: John Britt & Rebecca Reagan were nominated by Derek Burress, Robert Daughterty, and Bianca Dominguez in the areas of **Senior, Group, and Animals** for their work with the Greene County Animal Shelter. Every year, John & Rebecca cook Thanksgiving & Christmas Meals for all the Shelter Animals making sure no dog or cat is forgotten during the holidays. They have also committed to over 150 hours driving animals to rescues, foster homes, and adoption events across the region. Their efforts have led to dozens of adoptions.

Sherrie Sledge: Sherrie Sledge was nominated in the areas of **Individual & Seniors** by Anna Moore and Renate Harper for her service as a Meals on Wheels Volunteer. Sherrie not only delivers breakfasts and lunches but takes time to talk with recipients to see if there are any additional needs. Her friendly, caring personality has been an asset to the Frozen Meals Program at the Greene County Senior Center.

Sharon T. Harrison, Greene County Award Coordinator
Governor's Volunteer Service Award Program