

**AGENDA – MEETING  
GREENE COUNTY BOARD OF COUNTY COMMISSIONERS  
10:00 AM – THE WELLNESS CENTER MONDAY, APRIL 5, 2021**

**A. CALL TO ORDER**

Invocation/Pledge to the Flag

**B. APPROVAL OF AGENDA**

**C. CONSENT AGENDA**

1. March 15, 2021 Regular Meeting Minutes
2. Release/Refunds
3. Late Applications for Present Use
4. Budget Amendment; Senior Center
5. Budget Amendment; DSS

**D. CLOSED SESSION; Attorney Client Privilege**

**E. PUBLIC COMMENTS**

**F. PRESENTATIONS**

1. Nancy Hodges & Michael Rhodes; JCPC
2. Misty Chase; NEMT Medicaid Transportation
3. Mike Barnette; Housing Project Update
4. Becky Sutton; Offer on Foreclosed Property

**G. COUNTY MANAGERS REPORT**

1. Request for Public Hearing; Project Hive, April 19, 2021
2. Resolution of Surplus Property
3. American Red Cross Tennis Classic; Bronze Level
4. Budget Amendment; Public Buildings
5. Budget Amendment; Economic Development
6. Board Appointment Policy
7. Resolution; Acceptance of Conveyance of Arba Water Corp

**INFORMATION:**

1. Proposed Amendment; Chapter 30 Greene County Ordinance
2. Proposed Zoning of Former Snow Hill ETJ Areas
3. Annual Report; Joint Advisory Committee
4. Reminder: Board of Equalization & Review convenes at 6:00 p.m. on April 12, 2021

**H. COUNTY ATTORNEY COMMENTS**

**I. COMMISSIONER'S REPORT AND RECOMMENDATION**

**J. ADJOURN**

Commissioners  
Bennie Heath - Chairman  
James T. Shackleford-Vice Chair  
Jerry Jones  
Susan Blizzard  
Derek Burruss



County Manager  
Kyle J. DeHaven

Finance Officer  
Beverly T. Stroud

County Attorney  
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Consent Agenda

Date: April 5, 2021

The Consent Agenda for the April 5, 2021 Regular meeting consists of the following items:

- 1.) March 15, 2021, Regular Meeting Minutes
- 2.) Releases/Refunds
- 3.) Late Applicant for Present Use
- 4.) BA; Sr. Center
- 5.) BA; DSS

**Action Recommended:**

**Motion to accept the Consent Agenda**

**Board Action is Needed**

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NORTH CAROLINA  
COUNTY OF GREENE

The Greene County Board of Commissioners met in regular session on Monday, March 15, 2021 at 7:00 p.m. in the Wellness 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 Jones to give the Invocation and lead the Pledge to the Flag.

**B. Approval of Agenda**

Chairman Heath asked to add Attorney Client Privilege to Closed Session, he then asked for a motion to approve the agenda with the addition as noted.

On motion by Commissioner Jones and seconded by Commissioner Shackelford, the Board voted unanimously to approve the Agenda with the addition of Attorney Client Privilege to Closed Session.

**C. Consent Agenda**

Chairman Heath asked for a motion to approve the Consent Agenda if there were no changes or deletions.

On motion by Commissioner Jones and seconded by Commissioner Blizzard the voted unanimously to approve the Consent Agenda.

- March 1, 2021 Regular Meeting Minutes
- Refunds
- Late Applicant for Present Use Assessment
- Monthly Collections Report
- Budget Amendment; Transportation
- Budget Amendment; DSS (3)
- Budget Amendment; Health
- Monthly Financial Report

Refunds: NCVTS Tax & Tag

Deborah Terry Gibson	\$186.93	Michael Urquhart Rhodes	\$28.69	Wayne County (for John Richard Mapes)	\$156.90
Linda Wood Price	\$63.80	Quentin Ross Memmelaar	\$34.14	Dillon James Hughes	\$73.77
James Cornell Barnhill	\$83.14	Jimmy Earl Bynum	\$92.50	Jeffrey Vernon Carson	\$46.19
James Alton Jones	\$154.18				

**D. PUBLIC COMMENTS**

1. Tommy Hamilton, 212 Harper Dr. Snow Hill. Mr. Hamilton spoke about general county business and requested a copy of the County Manager's contract and Mr. Harold Thomas contract in the next 10 business days.

**E. PRESENTATION**

1. Sharon Harrison, Director; Greene County Senior Center. Ms. Harrison went over all the services the senior center offers. She stated that the center was open with limited number of people allowed for a brief period of time late last year due to the pandemic but they are planning to open in April again with a limited number of people allowed. Ms. Harrison noted that she was recently notified by the Division of Aging and Adult Services that the Senior Center has been recertified as a Center of Excellence. This certification is valid for five years, April 1, 2021 to March 31, 2026.

2. Mr. Michael Rhodes; JCPC Budget Request and Presentation. Mr. Rhodes was not present so Mr. DeHaven went over the JCPC Budget Request and asked for approval of their budget to use in the 21/22 County Budget.

On motion by Commissioner Jones and seconded by Commissioner Blizzard the Board voted unanimously to approve the JCPC Budget Request.

3. Rich Moore, McDavid Associates. SCADA; Mr. Moore presented a recommendation of award for the SCADA project, as well as proposed Capital Project Budget Ordinance Amendment. See his presentation attached. Commissioner Blizzard had a few questions in reference to the budget and why are we just now moving forward with this if the grant and loan were approved in 2016.



Mr. Moore answered these questions by explaining the budget differences such as that the state requires all sales tax to be included in the project and that the sales tax reimbursement will be the county's responsibility based on required sales tax reports submitted by the contractor. Mr. Moore also explained that we are just now getting to this point due to the states guidelines. Commissioner Burress asked if the Town of Snow Hill not choosing to contribute makes a difference in the budget, Mr. Moore stated that it does not, but it could affect their assets in the future, as it will not communicate with the county's system.

On motion by Commissioner Jones and seconded by Commissioner Shackleford the Board voted unanimously to approve the proposed Capital Project Budget Ordinance Amendment, Tentatively Awarding of Construction Contract, Notice of Award and Memorandum of Proposal Negotiation.

4. Rich Moore, McDavid Associates; Amendment of Wastewater Agreement. Mr. Moore presented a proposed amendment to an agreement with the Town of Farmville to accept wastewater. The need for the amendment arises from the addition of the Hedgefield subdivision on the force main. See attached presentation. Mr. Moore stated that this Amendment to the Agreement will not cost the county as the cost for this was included in the Greene County Community Development Block Grant Infrastructure project that provided sewer to the Hedgefield Community.

On motion by Commissioner Jones and seconded by Commissioner Shackleford the Board voted unanimously to approve the Amendment of the Wastewater Agreement.

## **F. COUNTY MANAGER REPORT**

1. Mr. DeHaven presented a request for a Public Hearing for Zoning. Mr. Brandon Sutton requested a public hearing be schedule for April 19<sup>th</sup>, 2021 to hear public comment about a proposed amendment to the Zoning Map.

On motion by Commissioner Jones and seconded by Commissioner Blizzard the Board voted unanimously to approve the public hearing for April 19<sup>th</sup>, 2021 at 7 p.m.

2. Mr. DeHaven next presented a contract from Cherry Bekaert to audit the County's 2021 financial statements. Mr. DeHaven noted this will be our third audit with this firm and we are very happy with their services.

On motion by Commissioner Jones and seconded by Commissioner Shackleford the Board voted unanimously to approve the contract from Cherry Bekaert to audit the County's 2021 financial statements.

3. Mr. DeHaven next the Board Appointment Policy for further review. Mr. DeHaven noted that department heads were asked to give input on making the policy the best it can be and their inputs are reflected in the markup that was given to the Commissioners. Commissioner Blizzard made a motion to table this and have the Board to really look at this policy and she suggested to maybe take away term limits and/or do away with the policy altogether. Commissioner Burress seconded this motion to table.

The Board voted unanimously to table to the next meeting.

#### **G. County Attorney Report**

Nothing at this time.

#### **H. Commissioner's Report and Recommendations**

Chairman Heath read an update on vaccine status for the county and the most current numbers for COVID in the county. He stated the county numbers are getting better which he is so happy to see. Commissioner Blizzard asked if Greene Lamp was still putting a facility next to the Senior Center. Chairman Heath stated that many things like that put on hold due to COVID, but yes they are still going to do this. Commissioner Burress thanked the County Manager and staff for including the monthly financial statement in the agenda packet. He also thanked Representative Bell and Senator Davis for their work securing over \$5.7 million for school systems as part of the COVID-19 relief efforts. Commissioner Burress noted his disappointment in the County Manager for not notifying the Commissioners of a letter received from the Local Government Commission (LGC). Even though the letter was sent in error on the LGC's part he feels the Board should have been notified. He also found it ironic that the LGC made two mistakes involving Greene County during the past month. The first being including the county on the list of distressed counties, and the second being the letter sent in error. Both situations were resolved, but said communication is the key. Commissioner Burress also noted his disappointed that McDavid Associates have continued to withhold information from the commissioners. Commissioner Burress noted that last Tuesday he looked into getting new signs posted at the Convenience Sites on the containers in both English and Spanish. He thanked Mr. David Jones, Public Works Director for his work this past week in resolving this issue and his hard work. Commissioner Burress noted that Hwy 58 North towards Wilson has been closed by DOT to replace pipes and make repairs. He has also been advised by DOT that the closing of Nooherookra Road this coming weekend for a ceremony by a group of Native Americans from Red Springs in remembrance of the massacre that took place at the site in 1713. This weekend marks the 308<sup>th</sup> Anniversary of the massacre. Commissioner Burress noted that on Saturday, March 20<sup>th</sup> a group of business in Snow Hill is planning to host a community clean-up behind the courthouse at 8 a.m., weather permitting. Commissioner Burress noted there are several new businesses opening in Greene County. Whispering Pines Nursery and Landscaping is moving into the former Melons and Bloomers on Hwy 13 in Shine. Whispering Pines has an existing

nursery with greenhouses located in the Fort Run area. In Hookerton, several new businesses are planning to locate downtown including First Choice Automotive, a tax preparation and nail salon which plans to open in the building which the former World Class Saddle Shop was located. The Little Shop of Flowers has also relocated to Hookerton. In Snow Hill, the Bark Park Resort is expecting to open May 1<sup>st</sup> and the new Farmer and the Dail location beside the Speedway off 91 may be delayed a little longer than expected. Commissioner Burress stated in school news: Greene County Middle School and Greene Early College had several students to earn awards for their participation in the statewide Beta Club Competition that was held on March 9<sup>th</sup>. One team from the middle school led by Rylee and Reagan Greene brought the state championship in the Technology category. Limited Dance Works brought home several awards and scholarships this past week. Congratulations to Laura Grace Wade, a Greene County student at Arendell Parrot Academy for signing a letter of intent to play softball with William Peace University. Greene County Schools have two administrators who have earned their Doctorate's in Education at East Carolina University, Congratulations to Dr. Patrick Greene, Principal at Greene Central and Dr. Rodney McNeil, Principal at Greene Early College High School. Commissioner Burress reminded all that we lost an hour of sleep due to daylight savings time and it is also a perfect time to check your smoke detectors batteries. He also reminded all residents to not burn on windy days. The fire departments have seen a huge increase in fires this past week due to illegal burns and from burns getting out of control. Commissioner Burress asked the County Manager to breakdown the management fee at the next meetings. Commissioner Burress stated that the Commissioners have received several complaints this week involving various departments and he hopes that management and department heads can work to resolve these complaints in a timely manner. Commissioner Burress stated a convenience site contractor reached out to him to explain in detail the problems they are having with GFL coming to pick up containers from their sites. The convenience site employees contact public works and public works calls GLF to come empty the containers. GLF is failing to pick up in a timely manner or exchange the containers sometimes a couple days after being contacted. Commissioner Burress feels that it may be time to look at going with another company for trash pick up. Greene County citizens cannot drop off their trash because the containers are full is unacceptable.

## **I. CLOSED SESSION – Personnel and Attorney Client Privilege**

Motion by Commissioner Jones and seconded by Commissioner Blizzard, the Board voted unanimously to go into Closed Session.

Motion by Commissioner Blizzard and seconded by Commissioner Jones, the Board voted unanimously to come out of Closed Session.

**J. ADJOURN**

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

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Bennie Heath, Chairman

Attest:

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Kyle J. DeHaven, Clerk to the Board



Board of Commissioners Meeting Presentation  
Recommendation of Tentative Award of Construction and  
Capital Project Budget Ordinance Amendment  
State Drinking Water Reserve Project H-SRP-D-17-0130  
Contract No. 1 – SCADA Improvements  
March 15, 2021

Greene County was awarded a \$558,750 grant and \$186,250 loan (0% interest, 20-year term) from the Division of Water Infrastructure State Drinking Water Reserve program (funds provided through Connect NC Bond Act approved through State-wide vote in 2016). Awarded funds are to provide improvements to the County's Supervisory Control and Data Acquisition (SCADA) system that controls/monitors central water assets. The original system was first built in the mid 1990's. Based on funding, plans and specifications were developed to provide procurement through the North Carolina General Statutes "Best Value" evaluation process. Two (2) proposals were received. Following receipt of proposals, submitting contractors/vendors were interviewed in an effort to identify a product that will best meet the County's long-term operational needs. As part of the review, the contractor/vendor who submitted the lowest capital cost option was requested to provide cost data for complete replacement of control system components. Based on evaluation, it is recommended that Greene County tentatively award construction to Custom Controls Unlimited, LLC (tentative award needed where Division of Water Infrastructure must provide concurrence to award). In support of an award, the following exhibits are provided for review and consideration:

- Letter of Recommendation of Award
- Proposal Tabulation Sheet
- Resolution Amending Capital Project Budget Ordinance and Tentatively Awarding Construction Contract
- Notice of Award
- Memorandum of Proposal Negotiation

Reference the budget, the following information is provided:

- The State requires all sales tax to be included in the project. Sales tax reimbursement will be the responsibility of the County based on required sales tax reports submitted by the contractor (monthly)
- A \$2,900 local contribution is shown for the purchase of spare parts. A bid/proposal item was provided for spare parts. The funding agency will not allow State funds to pay for spare parts.
- The budget does not show a contribution from Snow Hill. Costs related to replacement of Snow Hill's control system assets were obtained and submitted to the Town for their consideration to provide a contribution to the project to allow their assets to be replaced at the same time as the County's.



- Construction cost increase is based on negotiations to change scope from rehabilitation of control system components to replacement. Replacement represents a lower operational cost and long-term better service to the County.

**Action Recommended:** Adoption of Amending Capital Project Budget Ordinance and Tentatively Awarding Construction Contract.

Board of Commissioners Meeting Presentation  
Amendment No. 1 to Wastewater Purchase Agreement Between  
Greene County and Town of Farmville  
March 15, 2021

Greene County has an active agreement with the Town of Farmville to accept wastewater. The original agreement was generated to support acceptance of wastewater from the Greene County Water and Sewer District (area around Greene Central High School), Maury Correctional Facility, and the industrial park located east of the Town of Walstonburg. The existing agreement provides Greene County the rights to discharge up to 300,000 gallons per day (average) to Farmville. The Greene County Community Development Block Grant – Infrastructure project that provided sewer to the Hedgefield Community added customers to Greene County's system that pumps wastewater to the Town of Farmville. Final budget included allocation of funds for Farmville to accept the additional wastewater discharge. With the additional flow, it is appropriate to amend the existing Wastewater Purchase Agreement between Greene County and the Town of Farmville to increase the County's allocation of wastewater capacity that may be discharged to Farmville. In support of increasing capacity, an Amendment No. 1 to the Agreement to Accept Wastewater has been prepared for Board of Commissioner consideration for approval. Additional flow is based on the original agreement.

The Town of Farmville will consider approval of the agreement at their April 5, 2021 meeting.

**Action Recommended:** Approval of Amendment No. 1 to Agreement to Accept Wastewater Between Greene County and Town of Farmville.

22

[illegible]

**Refunds: Ad Valorem Tax**

[illegible]

Refunds	NCVTS	"TAX & TAG"											
DATE:	4/5/2021												
Taxpayer	Tax-year rate year	Date paid to DMV	Tag	Assessed value	Assessed value to be refunded	Fire Dist rict	Sticker Fee	Refund amount G01	Refund amount Fire District	Refund amount Sticker fee	Refund Interest	Total Refund	Reason
Tasha Lashawna Strong, 504 Jordan Ave, Snow Hill, NC 28580	2020	2/2/2021	JBH9665	\$6,580.00		T02		\$ 43.10	\$ 18.64			\$ 61.74	Vehicle totaled & tag surr. 3/8/2021. Refund 10 mths. SCW
Angela Pruitt, 20 Jessica Dr, Snow Hill, NC 28580	2019	9/24/2020	JW6504	\$9,750.00		F07		\$ 38.32	\$ 4.00			\$ 42.32	Vehicle sold 3/5/2021; tag surr. 3/12/2021. Refund 6 mths. SCW
Gary Lee McMillan, 1008 Cattle Gate Rd, LaGrange, NC 28551	2020	3/15/2021	72743	\$5,000.00	\$ 4,500.00	F09		\$ 35.37	\$ 3.60			\$ 38.97	Tag FMH2042 exchanged for antique tag 72743. Antique auto exclusion approved on 72743. SCW
Woody Herman Beddard, 495 Beddard Farm Rd, Snow Hill, NC 28580	2020	2/26/2021	TTR8257	\$10,860.00		F03		\$ 78.25	\$ 8.86			\$ 87.11	Vehicle sold 3/22/2021; tag surr. 3/23/2021. Refund 11 mths. SCW
Lonnie Carraway, 150 Castoria Rd, Walstonburg, NC 27888	2019	3/20/2020	CEB1754	\$18,852.00		F10		\$ 12.35	\$ 1.57			\$ 13.92	Vehicle totaled. Tag surr. 2/8/2021. Retitled to insurance co. 3/8/2021. Refund 1 mth. SCW



Becky R. Sutton  
Tax Administrator



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

(252) 747-3615  
FAX (252) 747-5067

March 29, 2021

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

From: Becky R. Sutton  
Greene County Tax Administrator

Tax Office Issues:

Consideration of Late Applications for Present Use Value

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

Attached is a letter from a taxpayer requesting your consideration of their late application. The applicant and parcel meet the eligibility requirements. Consideration of this late application would be appreciated and is recommended since the Board has previously considered other late applications.

Present Use Application (agriculture):

James T. and Gearldine Shackleford – Parcel 0500782

TO: Greene County Board of Commissioners

RECEIVED

FROM: James T. and Geraldine Shackleford

DATE: 03/18/2021

MAR 22 2021

RE: Request for acceptance of late present use value application on parcel  
0500782

GREENE COUNTY  
TAX DEPARTMENT

Please accept my request for acceptance of my late application for present use value on the above referenced parcel(s):

I did not realize I had never applied for the present use value assessment until today when I met with the tax office concerning the Board of E & R.

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✓ James T. Shackleford 3-18-21  
James T. Shackleford Date

✓ Geraldine Shackleford 3-18-21  
Geraldine Shackleford Date

**GREENE COUNTY**  
**LINE ITEM TRANSFER**  
**Family Caregiver Support Services**  
**Senior Services**  
**3/2/2021**

[illegible]

<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>
Emer. Food & Shelter FEMA	11170-434821	1934.00	Emergency Food & Shelter	11580-527400	1934.00
<b>Total</b>		<b>\$1,934</b>	<b>Total</b>		<b>1,934.00</b>

For the purchase of meals under the Emergency Food & Shelter Program

**Approved by:**

Sharon L. Harrison

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## GREENE COUNTY

## LINE ITEM TRANSFER/BUDGET AMENDMENT

3/29/21

DSS

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>
CARES SERVICES REV-ECCOG	41171-434410	\$ 32,359.00	CARES SERVICES EXP-ECCOG	41527-533110	\$ 32,359.00
Total		\$ 32,359.00	Total		\$ 32,359.00

Explanation: DSS CARES Act Services Grant-Eastern Carolina Council of Governments					
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Requested by:



Approved by:

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Commissioners  
Bennie Heath - Chairman  
James T. Shackleford-Vice Chair  
Jerry Jones  
Susan Blizzard  
Derek Burruss



County Manager  
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Finance Officer  
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WHEREAS, the Greene County Board of Commissioners hereby establishes and sets aside a special time for the purpose of receiving such comments and suggestions in addition to public hearings

NOW, THEREFORE; BE IT RESOLVED that all comments and suggestions addressed to the Greene County Board of Commissioners during the Public Comment Period shall be subject to the following Public Comment Policy:

**1. Policy Purpose**

a. To establish a policy for citizens to appear before the Greene County Board of Commissioners at their regular meetings during the month.

**2. Coverage**

a. This policy, upon adoption by the Greene County Board of Commissioners, shall remain in effect until such time that it is altered, modified, or rescinded by the Greene County Board of Commissioners.

**3. Policy**

a. Anyone desiring to address the Board of Commissioners must sign up with the Deputy County Clerk 15 minutes prior to the scheduled meeting time of the Greene County Board of Commissioners meeting. The request should be in writing and on a form provided by the Deputy County Clerk. The form shall, as a minimum, provide the requestors name and address.

b. The Public Comment portion of the agenda will be placed at the beginning of the agenda but after all Public Hearings.

c. Each speaker must be recognized by the Chairman as having the exclusive right to be heard.

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d. Comments are limited to three minutes per speaker. A speaker cannot give their allotted time/minutes to another speaker to increase that persons allotted time.

e. Speakers must address the entire Greene County Board of Commissioners, not an individual member. Discussions between speakers and the audience will not be allowed.

f. Speakers will be civil in their language and presentation.

g. There shall be a maximum of three (3) participants on the same subject. It is recommended that if there are several people who wish to speak on the same subject that they choose one speaker to speak for all.

h. The time allotted for Public Comment will be 15 minutes. The Board of Commissioners can choose to extend the Public Comment Period, by a majority vote, an additional 15 minutes for a total of 30 minutes for public comments.

i. Individuals who sign up but cannot speak due to time constraints will be carried to the next regular meeting of the Greene County Board of Commissioners and placed first on the Public Comment Agenda.

j. For clarification, any Greene County Board of Commissioners may ask the speaker questions. The time used by a Greene County Board of Commissioners to ask a question, or the response to his/her question, will not be counted against the citizens three minute time allotment.

k. Public comment is not intended to require the Greene County Board of Commissioners to answer any impromptu questions. Action on items brought up during the Public Comment Period will be at the discretion of the Greene County Board of Commissioners.

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l. The public can address the Greene County Board of Commissioners on any issue other than public hearings items and those items that would be covered in closed session, which would include, but not be limited to attorney/client privilege, personnel, land acquisition and contract negotiations.

m. Anyone desiring to address the Greene County Board of Commissioners on a specific concern requiring more effective and informed action by the Greene County Board of Commissioners should contact the County Manager at least one week prior to the meeting for the topic to be reviewed for consideration to be placed on the agenda. Whenever possible, staff will address the concern directly, but if staff cannot address the issue, it will be placed on the agenda as early as practicable. The person making the request should provide sufficient information pertaining to their concerns to allow the Greene County Board of Commissioners to review the citizen concerns and/or request.

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County Manager  
Kyle J. DeHaven

Finance Officer  
Beverly T. Stroud

County Attorney  
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Nancy Hodges, Michael Rhodes; JCPC

Date: April 5, 2021

Ms. Nancy Hodges and Mr. Michael Rhodes will make a formal presentation on JCPC as was initially mentioned in the agenda on March 15<sup>th</sup>. They will be available for any questions and to receive comment at this time.

Action Recommended:

**Action as recommended from presentation**

**Board Action may be Needed**

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**Greene County  
Juvenile Crime Prevention Council  
Executive Summary  
Plan year: 2021-2022**

The **Greene** County Juvenile Crime Prevention Council (JCPC), in fulfillment of the duties and responsibilities as set forth in the General Statutes of the State of North Carolina, has completed the activities required to develop this County Plan for FY 2021 through FY 2022.

The JCPC has identified the issues and factors which have an influence and impact upon delinquent youth, at-risk youth, and their families in **Greene** County. Further, the JCPC has identified the strategies and services most likely to reduce/prevent delinquent behavior.

JCPC Action Plan: An Action Plan to impact delinquent behavior (included in this document) has been developed. With the goals, objectives and outcomes, the JCPC proposes to:

- ***Prevent and reduce delinquent behaviors***
- ***Increase public awareness of delinquency prevention***
- ***Provide a continuum of community resources to address delinquent and at-risk behaviors***
- ***Choose the most appropriate programs to serve the needs of the youth with the allocation to Greene County***

Priorities for Funding: Through a risk & needs assessment and a resource assessment, the JCPC has determined that the following services are needed to reduce/prevent delinquency **Greene** County.

- Mentoring
- Parent and Family Skill Building
- Interpersonal Skill Building (Social Skills)
- Restitution/ Community Service Program
- Teen Court
- Home Based Family Counseling
- Substance Abuse Prevention
- Vocational Skill Building

Monitoring and Evaluation: Each program component funded in the past year by the JCPC has been monitored. The monitoring results and program outcomes evaluations were considered in making funding allocation decisions.

*Monitoring Forms are on file for the following:*  
*Greene County Family Preservation*  
*Teen Court*  
*Restitution*

Funding Recommendations: Having published a Request for Proposals for these needed services for a minimum of thirty (30) days, the JCPC has screened the submitted proposals and has determined which proposals best meet the advertised needed services. As required by statute, the JCPC recommends allocation of the NC Department of Public Safety/ Division of Juvenile Justice Funds to the following Programs in the amounts specified below for FY 2021-22 and 2022-23 (See JCPC Funding Plan) :

- Teen Court/Restitution- \$53,883
- Family Preservation- \$41,245

*Program Descriptions:*

*Teen Court:*  
*Restitution/Community Service:*  
*Family Preservation:*

The JCPC further recommends that the following amount be allocated from the NC DPS/DJJ funds for the administrative costs of the Council for FY 2021-22 and 2022-23:  
\$4,400

Respectfully Submitted,

Kathy Dail, Chair  
Greene County Juvenile Crime Prevention Council



<b>Juvenile Crime Prevention Council Organization</b>
---

	<b>Name</b>	<b>Organization</b>	<b>Title</b>
<b>Chairperson</b>	Kathy Dail	Greene County Schools	Lead Nurse Greene Central
<b>Vice-Chairperson</b>	James Fulghum	Greene County Schools	Coach-Retired
<b>Secretary</b>	Darlene Lang-Koonce	Commissioner Appointee	Administrative Assistant
<b>Treasurer</b>	Beverly Stroud	Greene County	Finance Officer
<b>Assessment Committee Chairperson</b>	N/A		
<b>Funding Committee Chairperson</b>	Michael Rhodes	Commissioner Appointee	Retired

**Number of  
members:**

**22**

List meeting dates during the current fiscal year and identify the number of JCPC members in attendance for each.

Meeting Date	Number of Members in Attendance	Quorum Present? Yes/No
9-03-2020	14	Yes
10-01-2020	16	Yes
11-05-2020	12	Yes
12-03-2020	12	Yes
1-07-2021	11	Yes
2-04-2021	13	Yes
3-04-2021	13	Yes

## **RISK AND NEEDS ASSESSMENT SUMMARY REPORT**

- I. Risk Assessment Summary**
- II. Needs Assessment Summary**
- III. Resource Assessment Summary**
- IV. Summary of Gaps and Barriers in the Community Continuum**
- V. Proposed Priority Services for Funding**

### **Part I. Risk**

The Juvenile Crime Prevention Council (JCPC) reviewed data gleaned from the Juvenile Risk Assessment instrument administered by Juvenile Court Counselors after juveniles are referred with a complaint alleging that a delinquent act has occurred and prior to adjudication of the juvenile. The Juvenile Risk Assessment is an instrument used to predict the likelihood of the juvenile being involved in future delinquent behavior.

- Juveniles at high risk of reoffending
- Substance use requiring treatment
- Serious behavior problems in school
- Rejection by prosocial peers and gang association/membership
- Parents willing but unable to supervise

### **Part II. Needs**

The JCPC also reviewed data gleaned from the Juvenile Needs Assessment instrument administered by Juvenile Court Counselors prior to court disposition of a juvenile and at 90-day intervals through the period of court supervision. The Juvenile Needs Assessment is an instrument used to examine a youth's needs in the various domains of his life: The Individual Domain, The School Domain, The Peer Domain, and the Community Domain. This instrument was designed to detect service intervention needs as an aid in service planning.

- Juveniles with medium – high needs
- Rejection by peers and gang association/membership
- Mental health concerns needing treatment
- Substance use needing treatment
- Serious behavior problems in school
- Marginal parenting
- Domestic discord and domestic violence

### **Part III. Summary of the Existing Community Resources**

See attached Resource Continuum and Funded Program Service Statistics

### **Part IV. Summary of Gaps and Barriers in the Continuum of Services**

- Parenting services continue to be needed for juveniles involved with DJJ and those at greatest risk; home-based services are essential.
- Structured mentoring, both one-on-one as well as group mentoring continues to be a gap
- Restorative Justice and Vocational Education will continue to be essential services to older teens.

### **Part V. Proposed Priority Services for Funding**

The JCPC compared the services needed to address the elevated Juvenile Risk Factors and Juvenile Needs with services currently available in the community. Services which are currently available in the community and sufficient to meet the needs of court involved youth or those youth most at risk for court involvement are not considered as a priority for JCPC funding.

**The RFP was recommended and approved for the following services to be advertised:**

- Mentoring
- Parent/Family Skills
- Interpersonal Skills
- Vocational Skills
- Restitution/Community Service
- Teen Court
- Substance Abuse Prevention
- Home Based Counseling

Respectfully submitted,

Kathy Dail, Chairperson  
Greene County Juvenile Crime Prevention Council

**Greene County Juvenile Crime Prevention Council Action Plan: FY: 2021-2022**

**Goal: To prevent or reduce delinquent behavior**

<b>Objective</b>	<b>Activities</b>	<b>Output/Outcome Measures</b>	<b>Evaluation/Results</b>	<b>Person(s) Responsible</b>	<b>Timeframe</b>
1.0 To reduce subsequent complaints by juveniles served	Funded programs will provide curriculum and activities that are designed to redirect negative and inappropriate behaviors	Measurable objectives for funded programs will indicate a reduction of the behaviors for which the juvenile was referred.	Evidence of acceptable attainment of this objective is found in individual service plans, program reports, NCALLIES and NCJOIN.	Program Manager and staff, Juvenile Court Counselors, and monitoring committee	12 months
2.0 To help reduce violations of community supervision among juveniles served	Funded programs provide curriculum and activities that are designed to redirect negative or inappropriate behaviors.	Measurable objectives for funded programs will indicate a reduction of the behaviors for which the juvenile was referred.	Evidence of acceptable attainment of this objective is the number of motion for reviews documented in NCJOIN and NCALLIES.	Program Manager or staff, Juvenile Court Counselors and monitoring committee will review results	12 months
3.0 To reduce subsequent convictions by juveniles served	Funded programs provide curriculum and activities that are designed to redirect negative or inappropriate behaviors.	Measurable objectives for funded programs will indicate a reduction of the behaviors for which the juvenile was referred.	Evidence of acceptable attainment of this objective is found in the individual service plans, program reports, client tracking and in NCJOIN and NCALLIES.	Program Manager or staff, Juvenile Court Counselors and monitoring committee.	12 months

**Goal: Increase public awareness of delinquency prevention.**

<b>Objective</b>	<b>Activities</b>	<b>Output/Outcome Measures</b>	<b>Evaluation/Results</b>	<b>Person(s) Responsible</b>	<b>Timeframe</b>
1.0 Increase public awareness of the causes of delinquency and at-risk behavior	Annual presentation of the work of the JCPC to County Commissioners.	Commissioners will receive the county executive summary, funding plan, and certification documents for approval.	JCPC leadership will have opportunity to present the work of the JCPC.	Committee Chair and/or Chairperson	Spring 2021

**Goal: Provide a continuum of community resources to address delinquency and at risk behaviors and choose the most appropriate programs to serve the needs of the youth in Greene County.**

<b>Objective</b>	<b>Activities</b>	<b>Output/Outcome Measures</b>	<b>Evaluation/Results</b>	<b>Person(s) Responsible</b>	<b>Timeframe</b>
1.0 Choose the most appropriate programs to serve the needs of the youth with the money allocated to Greene County	Complete risk and needs assessment of the county	Risk and needs assessment will be presented to the Council	Copy of the risk and needs assessment	Needs Assessment Committee and DJJ Area Consultant	December 2020
2.0 Choose the most appropriate programs to serve the needs of the youth with the annual allocation.	Appoint a funding and review committee to review proposals	Funding Committee will hear program proposals as a condition of funding	Funding committee recommendations to the full JCPC	Funding Committee	February 2021



# Greene County

## NC DPS - Community Programs - County Funding Plan

Available Funds: \$ \$99,528 Local Match: \$ \$13,895 Rate: 10%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER State/Federal	OTHER Funds	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind				
1	Cooperative Extension - Teen Court & Restitution	\$53,883		\$1,370	\$8,400			\$63,653	15%
2	Methodist Home for Children - Family Preservation	\$41,245			\$4,125			\$45,370	9%
3	JCPC Administration	\$4,400						\$4,400	
4									
5									
6									
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18									
<b>TOTALS:</b>		<b>\$99,528</b>		<b>\$1,370</b>	<b>\$12,525</b>			<b>\$113,423</b>	<b>12%</b>

The above plan was derived through a planning process by the Greene County  
Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 21-22.

Amount of Unallocated Funds \_\_\_\_\_

Amount of funds reverted back to DPS \_\_\_\_\_

Discretionary Funds added \_\_\_\_\_

\_\_\_\_\_  
Chairperson, Juvenile Crime Prevention Council (Date)

check type ☐ initial plan ☐ update ☐ final

----DPS Use Only----

Reviewed by \_\_\_\_\_  
Area Consultant Date

Reviewed by \_\_\_\_\_  
Program Assistant Date

Verified by \_\_\_\_\_  
Designated State Office Staff Date

\_\_\_\_\_  
Chairperson, Board of County Commissioners (Date)  
or County Finance Officer



## JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

G.S. 143B-853 allows for a 2-year funding cycle for programs that meet the requirements of the statute and have been awarded funds in a prior funding cycle. Indicate below if the JCPC plans to allow for a 1-year or 2-year funding cycle.

2-Year Funding: FY 2021-2022 and FY 2022-2023

### **Membership**

- |   |            |
|---|------------|
| A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners?                              | <u>Yes</u> |
| B. Are members appointed for two-year terms and are those terms staggered?  | <u>Yes</u> |
| C. Is membership reflective of social-economic and racial diversity of the community?   | <u>Yes</u> |
| D. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? | <u>No</u>  |

If not, which positions are vacant and why?

The student positions turn over more often; there isn't a Substance Abuse Professional or Juvenile Defense Attorney at this time.

### **Organization**

- |   |                |
|---|----------------|
| A. Does the JCPC have written Bylaws?   | <u>Yes</u>     |
| B. Bylaws are   | <u>On file</u> |
| C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. | <u>Yes</u>     |
| D. Does the JCPC have written policies and procedures for funding and review? | <u>Yes</u>     |
| E. These policies and procedures  | <u>On file</u> |
| F. Does the JCPC have officers and are they elected annually?                 | <u>Yes</u>     |

### **Meetings**

- |  |            |
|--|------------|
| A. JCPC meetings are considered open and public notice of meetings is provided.  | <u>Yes</u> |
| B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? | <u>Yes</u> |
| C. Does the JCPC meet six (6) times a year at a minimum?   | <u>Yes</u> |
| D. Are minutes taken at all official meetings?   | <u>Yes</u> |
| E. Are minutes distributed prior to or during subsequent meetings?   | <u>Yes</u> |

### **Planning**

- |  |            |
|--|------------|
| A. Does the JCPC conduct a biennial planning process which includes a needs assessment, monitoring of programs and funding allocation process? | <u>Yes</u> |
| B. Is this Biennial Plan presented to the Board of County Commissioners and to DPS?  | <u>Yes</u> |
| C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval?   | <u>Yes</u> |

### **Public Awareness**

- |  |            |
|--|------------|
| A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members?<br><input checked="" type="checkbox"/> RFP, Distribution List, and Advertisement attached | <u>Yes</u> |
| B. Does the JCPC complete a biennial needs assessment and make that information available to agencies which serve children or their families, and to interested community members?   | <u>Yes</u> |

### **No Overdue Tax Debt**

- |  |            |
|--|------------|
| A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level? | <u>Yes</u> |
|--|------------|

Form JCPC/OP 002 (a) Juvenile Crime Prevention Council Certification Application

Form structure last revised August 2020

NC Department of Public Safety

## **JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS**

Briefly outline the plan for correcting any areas of standards non-compliance.

The JCPC monitors membership and adherence to applicable policy and works to fully implement all of the requirements for JCPC operations. Membership is an ongoing responsibility as some positions turn over frequently.

## JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

Specified Members	Name	Title	Designee	Race	Gender
26) County Commissioner appointee					

F2

Commissioners  
Bennie Heath - Chairman  
James T. Shackleford-Vice Chair  
Jerry Jones  
Susan Blizzard  
Derek Burress



County Manager  
Kyle J. DeHaven

Finance Officer  
Beverly T. Stroud

County Attorney  
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Misty Chase; Transportation

Date: April 5, 2021

Ms. Misty Chase will present to the commissioners regarding Medicaid transportation. She will present information provided by Modivcare and potentially OneCall. Misty will be available for questions and to receive comment at this time.

**Action Recommended:**

**Motion to approve agreements with Modivcare and OneCall**

**Board Action is Needed**

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[www.greenecountync.gov](http://www.greenecountync.gov)

*The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment*

# REQUEST TO BE ON THE AGENDA FOR THE GREENE COUNTY BOARD OF COMMISSIONERS

BOARD MEETING YOU WISH TO PRESENT: \_\_\_\_\_ April 5, 20<sup>21</sup>

TOPIC(S) TO BE PRESENTED: NEMT Medicaid Transportation

PRESENTER'S NAME:

Misty Chase

PRESENTER'S MAILING ADDRESS: 104 Hines St. Snow Hill NC 28580

PHONE #: 252-747-8474

FAX #: 252-747-3634

PRESENTER'S EMAIL ADDRESS: misty.chase@greencountync.gov

The Greene County Board of Commissioners will meet on the 1<sup>st</sup> Monday of the month at 10:00 a.m. and the third Monday of the month at 7:00 p.m. On Mondays where a meeting and holiday coincide, the meeting will fall on the following Tuesday at the same time and place.

In accordance with §34.01 Rules of Procedure (F) of the Greene County, NC Code of Ordinances – “A request to have an item placed on the agenda must be received no later than 5:00 p.m. on the Tuesday preceding the meeting.” If the presenter would like to provide additional attachments/handouts to the board prior to the meeting, the material(s) must be received by the Greene County Manager's Office no later than 12:00 pm of the Wednesday prior to the meeting. The request will be placed on the agenda as a presentation, which is defined as administrative and committee reports, unfinished business, and/or new business.

A Public Comment Period will be held at each meeting in accordance with §34.01 Rules of Procedure (G) of the Greene County, NC Code of Ordinances and the Greene County Public Comment Policy. The policies and ordinances can be found at [www.greencountync.gov](http://www.greencountync.gov).

To submit the Request To Be On The Agenda For The Greene County Board Of Commissioners form:

- Call (252) 747-3446 or (252) 747-2866
- Email [kathy.mooring@greencountync.gov](mailto:kathy.mooring@greencountync.gov)
- Mail or deliver to Greene County Office Complex, County Manager's Office, 229 Kingold Blvd, Snow Hill, NC 28580.

# FACT SHEET

## **Medicaid Manage CARE and NEMT**

- **Most Medicaid Beneficiaries will enroll in NC Medicaid Managed Care**
- **Beneficiaries will choose a Health Plan**

### **What this Means to Greene County Transportation**

- **Five Health Care Companies were awarded contracts to provide Health Care Coverage**
- **TWO Companies- ModivCare and OneCall have agreements to oversee NEMT.**
- **ModivCare will manage NEMT for:**
  - AmeriHealth Cantas of North Carolina**
  - Blue Cross Blue Shield of North Carolina**
  - United Health Care of North Carolina**
  - Carolina Complete Health, Inc**
- **OneCall will manage NEMT for:**
  - WellCare of North Carolina**
- **Beneficiaries are in Open Enrollment as now- we do not know what companies they will choose as their Health Care Plan**
- **We have the OPPORTUNITY to work with both ModivCare and OneCall here in Greene County. The State of NC published an updated Provider Manual for NEMT. Each Company has a few variances in operational expectations, billing and software platforms, and rates. We have reviewed each company plans and feel VERY confident that we can continue to provide services agreed upon.**

**We are asking approval to move forward with agreements with both ModivCare and OneCall to continue to Provide NEMT Services to the citizens of Greene County.**

**Misty Chase**



# Memo

To: The Greene County Board of Commissioners

From: ModivCare (formerly LogistiCare)

Date: March 30, 2021

Re: On Going Contracting Efforts with the Greene County Transportation Department

As part of our continued efforts in the state of North Carolina, this correspondence is offered to better explain ModivCare's contracting efforts with Greene County in support of the North Carolina Managed Care transition in 2021. Our goal with this correspondence is to ensure the Greene County Board of Commissioners understand who ModivCare is and its task and purpose as it relates to Non-Emergency Medical Transportation in the state of North Carolina. While also discussing the need for contracting with the Greene County Transportation Department and the vital role the system will play in the future.

**Who is ModivCare?** ModivCare (formerly LogistiCare) is the leading provider of non-emergency medical transportation (NEMT), personal and home care, and nutritional meal delivery in the United States for over 35 years. As the leading NEMT provider our focus is to continue providing support to members, clients, and participants across the nation. Currently ModivCare provides 64 million rides to 24 million members annually.

**ModivCare's Task in the North Carolina:** The passing of Medicaid Funding Act (Senate Bill 808 / SL 2020-88) has launched North Carolina into a Managed Care atmosphere. NC Managed Care will be conducted by five Primary Health Plans (PHP):

- AmeriHealth Caritas of North Carolina
- Blue Cross and Blue Shield of North Carolina
- UnitedHealthcare of North Carolina
- Carolina Complete Health, Inc
- WellCare of North Carolina

ModivCare is contracted to lead and conduct NEMT services for the first four of the five PHP's listed above. This is accomplished by creating a Transportation Network that is reliable, responsive and flexible to fit the need of all participants and citizens abroad in the state of North Carolina.

**ModivCare's Purpose in Greene County:** ModivCare is requesting the services of the Greene County Transportation Department to help solidify the transportation network in Medicaid Region 6, in which Greene County is located. ModivCare's proposal comes in the form of the NC Transportation Provider Agreement (TPA) which encompasses the responsibilities of the provider (**Greene County Transportation Department**) and the responsibilities of the Broker (**ModivCare**). The TPA provides the rates of pay ModivCare is offering Greene County Transportation Department to provide transportation services beginning in Greene County. Please review the details below:

Mile Group	Ambulatory	Wheelchair
0-3	\$14.80	\$24.59
4-6	\$19.08	\$29.69
7-10	\$21.92	\$32.38
Rate Per Mile	\$1.57	\$2.16

**Note:** Trips legs that are deemed over 10 miles will be calculated as follows: the rate listed in the 7-10 box above will cover the first 10 miles and mileage afterward 10 will be multiplied by the rate listed in the Rate Per Mile listed above.

**Example:** 15-mile trip with Ambulatory Level of Service will be calculated as follows: (first 10 miles) \$21.92 + ((remaining 5 miles) x \$1.57) = \$29.77 (one way)

**Note:** All listed rates depict one-way trips. Also, these rates pay direct miles calculated from the members residence to the appointment address listed on the ModivCare

**Greene County Transportation Department Vital Role:** Greene County Transportation was established by the Board of County Commissioners on July 1, 1999. ModivCare recognizes that Greene County has over 20 years of service and that comes with over 20 years' experience. Also, that tenure encompasses an extensive high capacity vehicle fleet, the knowledge, skills & ability to conduct Ambulatory and Wheelchair levels of service with an already well-established relationship with participants that reside in Greene County. ModivCare would like to leverage the previous listed attributes and capabilities of the Greene County Transportation Department to provide NEMT services to our participants that reside in Greene County. This can be conducted thru the approval and signature of the before mentioned TPA, at the rate of pay offered to provide that said service.

**Actions After Hearing:** ModivCare would like to request to be informed of the Board's decision the next business day. This can be accomplished by contacting Mr. Joey Taylor Providers Relations Manager. His contact information will be listed below. He will provide guidance on the next steps moving forward.

Point of Contact for this Memorandum Mr. Joey Taylor, Providers Relations Manager, 910-527-5131/864-252-5049, [joey.taylor@modivcare.com](mailto:joey.taylor@modivcare.com) / [NCnetworks@modivcare.com](mailto:NCnetworks@modivcare.com)



*One Call is a broker in NEMT within North Carolina that is contracted with WellCare for their members in Medicaid and Medicare through-out the State.*

*One Call has been a leader in the transportation industry for over 30 years and schedules transportation through Workers Compensation, Medicaid and Medicare. With being in all 50 States with Workers Compensation and 14 + markets.*

*We are to facilities Medicaid transportation through scheduling with transportation providers through-out the State to ensure that there is continuity of care and accessibility to their appointments. These are the main focus areas of why we are contracting with Greene County Transit. We will provide platforms of ease of routing, scheduling, and dispatching through integration and training to ensure that there is a smooth transition of member data and claims processing. This is to ensure that there is no disruption to the members or transportation providers.*

One Call is not a healthcare or transportation provider, but instead schedules and coordinates such services on behalf of its clients through a proprietary network of independently contracted licensed practitioners, healthcare provider groups and vendors (collectively, "Network Providers"). One Call is not a claims administrator and does not make determinations regarding coverage and compensability of services rendered by Network Providers, but instead passes such determinations through to Network Providers from its clients. This is not a solicitation or advertisement.



Getting members  
the care they need,  
when they need it.<sup>SM</sup>

onecallcm.com

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Commissioners  
 Bennie Heath - Chairman  
 James T. Shackleford-Vice Chair  
 Jerry Jones  
 Susan Blizzard  
 Derek Burress



County Manager  
 Kyle J. DeHaven

Finance Officer  
 Beverly T. Stroud

County Attorney  
 Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Mike Barnette; Housing update

Date: April 5, 2021

Mr. Mike Barnette, of McDavid and Associates, will present an update to the housing projects currently being worked on in Green County. He will be available for questions and to receive comments at this time.

Action Recommended:

**Informational**

**No Board Action is Needed**

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[www.greencountync.gov](http://www.greencountync.gov)

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F4

Commissioners  
Bennie Heath - Chairman  
James T. Shackelford-Vice Chair  
Jerry Jones  
Susan Blizzard  
Derek Burress



County Manager  
Kyle J. DeHaven

Finance Officer  
Beverly T. Stroud

County Attorney  
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Becky Sutton, Offer on Foreclosed Property

Date: April 5, 2021

Ms. Becky Sutton, Tax Administrator, will present an offer received on foreclosed property. She will be available for any questions and comments at this time.

**Action Recommended:**

**Motion to approve accept this offer as recommended by the tax administrator**

**Board Action is Needed**

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[www.greenecountync.gov](http://www.greenecountync.gov)

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Becky R. Sutton  
Tax Administrator



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

(252) 747-3615  
FAX (252) 747-5067

March 31, 2021

Mr. Kyle DeHaven  
Greene County Board of Commissioners

Re: Offer on "Foreclosed" Lot – 0406509 – Mewborn Church Road – Amount of Offer \$2,500.00

Parcel 0406509 - Date of Foreclosure: September 20, 2020; Date Deed Recorded: October 27, 2020, County foreclosed on vacant wooded lot due to taxes being delinquent for 10 years

Taxes were delinquent for Tax years 2010 through 2019 and due for tax year 2020.

Property consists of one wooded lot, approximately .69 acres

Amount now due parcel: Taxes - \$1957.04; Foreclosure Costs - \$2280.75; Total - \$4237.79

Tax value of parcel (2021 revaluation): \$13,760

Amount of Offer to Purchase: \$2,500.00

Source of information for prospective buyer: Information on Foreclosed Properties and Foreclosures are now available on the Greene County Website.

Recommendation of Assessor: County should consider this offer to purchase since this is the only offer that has been presented and property has been available on the County Website since October, 2020.

Procedure:

- 1) Board considers offer, the offeror needs to make a 5% deposit with the clerk.
- 2) Once this is received, a notice of this offer must be published. The notice must identify the property, identify the amount and terms of the offer and give notice that the bid may be raised within 10 days of the notice.
- 3) If no upset bids are received within 10 days of the publication, the board may accept or reject any and all offers.

Attachments:

Offer to purchase from Cub Lands, LLC

Copy of Tax Card

Copy of Commissioners Deed

Copy of GIS map showing parcel 0406509

Cub Lands, LLC  
65 TW Alexander Dr. #13302  
RTP, NC 27709

3/25/2021

**RE: Offer to buy county owned property**

Becky Sutton, Administrator

Greene County Tax Department  
P.O Box 482  
Snow Hill, NC 28580

**RECEIVED**

**MAR 31 2021**

GREENE COUNTY  
TAX DEPARTMENT

Dear Administrator:

I would like to make an offer to buy a Greene County vacant land property. The details of the offer are below:

Offer amount: **\$2,500.00**

Parcel 0406509

Address: Mewborn Church Road

**Buyer (Grantee's) Information to put on the deed:**

Name: Cub Lands LLC

Buyer's Contact Address: 65 TW Alexander Dr #13302, RTP, NC 27709

Please see the enclosed 5% deposit money order for \$125.00. Please contact me by phone at **919-480-2358**, by e-mail at **hello@cublands.com** or by mail at the return address on this letter.

Sincerely,

*S. Nyika*

Member, Cub Lands LLC

Phone # **919-480-2358**

E-mail: **hello@cublands.com**

**919-480-2358**

**hello@cublands.com**

**Property Location:**

Parcel No: 0406509

**Class:** EX

State Class: 501 Card 1 of 1

Card 1 of 1

Current Owner		Previous Owner History			Miscellaneous		Assessment Information	
		Name	Deed	Date				
Greene County 229 Kingold Blvd, Suite D Snow Hill Nc 28580		Mason, Betty Pearl Estate C/O	483/547	08/25/1995	Deed Info:	736/763-10/27/2020-04	Appraised Value:	Prior
		Mason, Betty Pearl Estate	483/547	08/25/1995	Fire District:	09 JASON	Land:	13,760
			483/547	08/25/1995	Map Blk No:		Use:	
					Neighborhood:	300	Building:	
					Routing:		Total:	13,760
					Census Trct:		Assessed Information:	13,760
							Total Value:	13,760
							Effective DOV:	1/1/2021
							Value Flag:	COST VALUE
							Manual Override Reason:	
Notes								
10 Lot 5 Mb 23/75								

Book/Page	Sales History		
	Date	Price	Type
736/763	10/27/2020	2,500	1
	08/01/1995	3,500	

Date	Permit #	Permit Information		% Comp.
		Price	Purpose	
				0
				0

Land Information			Adj.		Land Use	
Type	Size	Gr	Rate	Code	Rate	Value
Bldg Site 1	A	0.69	10	15000	19942 0	0
						13,760

<i>Total acres this parcel</i>	0.69	<i>Total land value</i>	13,760
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[illegible]

**No Picture Available**

Doc ID: 001013600003 Type: DEED  
Recorded: 10/27/2020 at 04:03:53 PM  
Fee Amt: \$31.00 Page 1 of 3  
Revenue Tax: \$5.00  
Instr# 202000000824  
Greene County, NC  
Nancy Murphy Register of Deeds  
BK 736 PG 763-765

WMA-  
5.00  
26.00

COMMISSIONER'S DEED

Prepared by: Elizabeth A. Falk  
WHITE & ALLEN, P.A.

NO TITLE EXAMINATION WAS PERFORMED BY DRAFTING ATTORNEYS

Property was not Grantor's primary residence

STATE OF NORTH CAROLINA

COUNTY OF GREENE

Tax Stamps: \$5.00  
Parcel No.: 0406509

THIS DEED, made this 15th day of October, 2020, by ELIZABETH A. FALK, Commissioner, whose address is P. O. Box 3169, Kinston, NC 28502-3169 ("Grantor"); to COUNTY OF GREENE, a body politic and corporate organized under the laws of the state of North Carolina, which has a mailing address of 229 Kingold Boulevard, Snow Hill, North Carolina 28580, ("Grantee");

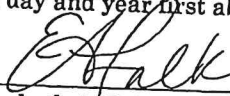
WITNESSETH:

THAT WHEREAS, Elizabeth A. Falk was appointed Commissioner under an Order of the District Court of Greene County, North Carolina, in the tax foreclosure proceeding entitled "County of Greene vs. the Heirs of Betty Pearl Mason (deceased), et al." File No. 19-CvD-160; and Elizabeth A. Falk, was directed by the Order as Commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

3 N



IN WITNESS WHEREOF, Elizabeth A. Falk, Commissioner, has  
hereunto set her hand and seal, the day and year first above written.

  
Elizabeth A. Falk, Commissioner (SEAL)


NORTH CAROLINA

LENOIR COUNTY

Personally appeared before me this day ELIZABETH A. FALK,  
Commissioner being personally known to me or identified by satisfactory evidence  
and acknowledged to me her due voluntary execution of the foregoing instrument  
for the terms and purposes therein set forth.

Witness my hand and notarial seal, this 26<sup>th</sup> day of October, 2020.



  
Notary Public

Alice K. Herring  
Printed Name of Notary Public

My commission expires: 12-7-2022

EAF/cds #118  
121949-00002

COPY







Commissioners  
 Bennie Heath - Chairman  
 James T. Shackelford-Vice Chair  
 Jerry Jones  
 Susan Blizzard  
 Derek Burress



County Manager  
 Kyle J. DeHaven  
 Finance Officer  
 Beverly T. Stroud  
 County Attorney  
 Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Request for Public Hearing; Economic Development

Date: April 5, 2021

Mr. Harold Thomas, Economic Developer, has requested a public hearing to be scheduled for April 19<sup>th</sup> at the Greene County Wellness Center, located at 84 N. Perry Dr. Snow Hill NC 28580 at 7:00pm, immediately following the public hearing for Zoning, to hear public comment regarding economic development Project Hive.

Action Recommended:

**Chairman Call for a Public Hearing on April 19<sup>th</sup> at 7:00pm at the Wellness Center for Economic Development, Project Hive**

**Board Action may be Needed**

229 Kingold Blvd., Suite D • Snow Hill, NC 28580 • (252) 747-3446 • FAX (252) 747-3884  
[www.greencountync.gov](http://www.greencountync.gov)

*The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment*

Commissioners  
Bennie Heath - Chairman  
James T. Shackelford-Vice Chair  
Jerry Jones  
Susan Blizzard  
Derek Burress



County Manager  
Kyle J. DeHaven

Finance Officer  
Beverly T. Stroud

County Attorney  
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Resolution of Surplus Property

Date: April 5, 2021

A resolution of Surplus property is attached for review. The vehicles on this list have been replaced in their respective fleets and are in need of disposal.

**Action Recommended:**

**Motion to approve the resolution of Surplus Property**

**Board Action Needed**

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[www.greenecountync.gov](http://www.greenecountync.gov)

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James T. Shackleford-Vice Chair  
Jerry Jones  
Susan Blizzard  
Derek Burress



County Manager  
Kyle J. DeHaven

Finance Officer  
Beverly T. Stroud

County Attorney  
Gay Stanley

## Resolution Declaring Surplus Property

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

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

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

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

ITEM NAME	DESCRIPTION	VIN/ID#
Ford F250	2002 Ford F250 Truck	1FTNF20F83EA63343
Ford F150	2012 Ford F150 Truck	1FTNF1CF3CKE38384
Dodge Charger	2014 Dodge Charger	2C3CDXAT0EH185905
Ford F150	2010 Ford F150	1FTMF1CW3AK457353
Ford F150	2003 Ford F150	1FTRF17W93NA42115
Ford Ranger	2003 Ford Ranger	1FTYR10D83TA05242
Ford F150	2009 Ford F150	1FTRF12W49KC05822

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[www.greencountync.gov](http://www.greencountync.gov)

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"Greene County is an equal opportunity provider, employer and lender."  
To file a complaint of discrimination write USDA, Director, Office of Civil Rights, 1400 Independence Ave., SW, Washington, DC 20250-9410 or call (800) 795-3272 or (202) 720-6382 (TDD)

Commissioners  
Bennie Heath - Chairman  
James T. Shackleford-Vice Chair  
Jerry Jones  
Susan Blizzard  
Derek Burress



County Manager  
Kyle J. DeHaven  
  
Finance Officer  
Beverly T. Stroud  
  
County Attorney  
Gay Stanley

Adopted this \_\_\_\_\_ of April, 2021.

ATTEST:

\_\_\_\_\_  
Bennie Heath, Chairman

\_\_\_\_\_  
Kyle J. DeHaven, Clerk to the Board

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63

Commissioners  
Bennie Heath - Chairman  
James T. Shackelford-Vice Chair  
Jerry Jones  
Susan Blizzard  
Derek Burress



County Manager  
Kyle J. DeHaven

Finance Officer  
Beverly T. Stroud

County Attorney  
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Sponsorship request; American Red Cross, Greene County Tennis Classic

Date: April 5, 2021

A sponsorship request for the Greene County Tennis Classic, sponsored by the American Red Cross has been received. Different levels of sponsorship are listed and the manager would recommend the Bronze level sponsorship be funded.

**Action Recommended:**

**Motion to approve the sponsor request**

**Board Action Needed**

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[www.greenecountync.gov](http://www.greenecountync.gov)

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American Red Cross  
Serving the Community  
in North Carolina

**Cape Fear Area Chapter**

1102 S. 16<sup>th</sup> Street  
Wilmington, NC 28401  
Tele: 910-762-2683

[www.redcross.org](http://www.redcross.org)

MAR 16 2021

March 8, 2021

To: Past and Prospective Supporters,

The Greene County American Red Cross Advisory Board is now making plans for the 2021 American Red Cross/Greene Ridge Racquet Club Tennis Tournament scheduled for May 14-16, 2021. This tournament has been raising funds since 2008 for folks who have had their homes ravaged by fire or natural disasters and need assistance to rebuild their lives as well as provide immediate assistance to get back on their feet again.

That is where you can help. It is through past generous donations that we have been able to make a difference in the lives of so many people right here in Greene County. It has been said that the people of Greene County look after their own and that is exactly how the ARC Advisory Board seeks to help make that happen for those in need. As we partner with community and business leaders, the tennis tournament, a silent auction, and caring volunteers, we can once again make this a reality.

The enclosed information provides suggestions and levels of sponsorship for you to consider as you plan your donations for this year. It is vital to the planning of this fundraiser to be timely in your decisions and we are here to answer all questions you may have. Donations should be mailed to Stephen Kearney by Friday, April 23, 2021.

We can make a difference-TOGETHER! Thank you for your thoughtful consideration and generous donations.

Sincerely,

Stephen Kearney  
P. O. Box 428  
Snow Hill, NC 28580  
Greene County Advisory Board for the American Red Cross



**American Red Cross**

**16th ANNUAL**

**AMERICAN RED CROSS  
GREENE COUNTY TENNIS CLASSIC**

P. O. Box 428, Snow Hill, NC 28580

ATTN: Stephen Kearney

Fed Tax ID # 56-0543260

**PLATINUM SPONSOR - \$1,500 OR MORE – SPECIAL PACKAGE**

**GOLD SPONSOR - \$1,000**

A visible partnership between your organization and America's most respected and recognized charity  
Your business name will be featured on tournament t-shirt  
Prominent display of your name/business name on pre and post tournament publicity  
Sponsor provided banner/sign can be displayed at tournament at the Racquet Club  
Name displayed on recognition sign at the tournament (at the appropriate giving level)  
5 free tournament t-shirts  
HEROES Yard Signs  
Window clings designating support of Red Cross  
Special sponsor gift

**SILVER SPONSOR - \$500**

A visible partnership between your organization and America's most respected and recognized charity  
Your business name will appear on the tournament t-shirt  
Display of your name/business name on pre and post tournament publicity  
Sponsor provided banner/sign can be displayed at tournament at the Racquet Club  
Name displayed on recognition sign at the tournament (at the appropriate giving level)  
3 free tournament t-shirts  
HEROES Yard Signs  
Window clings designating support of Red Cross  
Special sponsor gift

**BRONZE SPONSOR - \$300**

A visible partnership between your organization and America's most respected and recognized charity  
Sponsor provided banner/sign can be displayed at tournament at the Racquet Club Post publicity for the tournament  
Name displayed on recognition sign at the tournament (at the appropriate giving level)  
Your business name will appear on the tournament t-shirt  
1 free tournament t-shirt  
HEROES Yard Signs

**SUPPORTER - \$150**

A visible partnership between your organization and America's most respected and recognized charity  
Name displayed on recognition sign at the tournament (at the appropriate giving level)

**Greene County Tournament:** May 20 - 23, 2021 at Greene Ridge Racquet Tennis Club, Snow Hill

**IF INVOICE IS NEEDED PLEASE CONTACT STEPHEN KEARNEY - 252-939-6546**

**GREENE COUNTY RED CROSS ADVISORY COMMITTEE MEMBERS**

Jeremy Anderson, EMS	Antonio Blow, GC Schools	Don Davenport, Retired
Lynn Davenport, Retired	James Fulghum, Coach/Educator	Stephen Kearney, GC ARC Chairman
Brock Kearney, EMS Director,	Rosa Jones, Retired	Michael Rhodes, Retired
Casey Stevens, Account Manager (Blood Services)		Bobby Taylor, Greene Ridge Racquet Club
Carol Taylor, GCMS Teacher	Mace Robinson, Executive Director	

G4

Commissioners  
Bennie Heath - Chairman  
James T. Shackelford-Vice Chair  
Jerry Jones  
Susan Blizzard  
Derek Burress



County Manager  
Kyle J. DeHaven

Finance Officer  
Beverly T. Stroud

County Attorney  
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: BA; Public Buildings

Date: April 5, 2021

A Budget Amendment is attached to install the touchless bathroom fixtures for the health services building. The manager will be available for questions at this time.

**Action Recommended:**

**Motion to approve the budget amendment as presented.**

**Board Action Needed**

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GREENE COUNTY  
 LINE ITEM TRANSFER/BUDGET AMENDMENT  
 3/29/21  
 PUBLIC BUILDINGS

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>
FUND BALANCE APPROPRIATED	11198-439800	\$ 34,800.00	CAPITAL OUTLAY	11461-530200	\$ 34,800.00
Total		\$ 34,800.00	Total		\$ 34,800.00

Explanation: INSTALL TOUCHLESS PLUMBING FIXTURES IN HEALTH/DSS COMPLEX

Requested by:



Approved by:



Commissioners  
Bennie Heath - Chairman  
James T. Shackleford-Vice Chair  
Jerry Jones  
Susan Blizzard  
Derek Burress



County Manager  
Kyle J. DeHaven

Finance Officer  
Beverly T. Stroud

County Attorney  
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: BA; Economic Development

Date: April 5, 2021

A Budget Amendment is attached to appropriate funds for Greene County's prorated share in the regional economic development partnership that has been previously approved. The manager will be available for questions at this time.

**Action Recommended:**

**Motion to approve the BA as provided.**

**Board Action Needed**

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[www.greenecountync.gov](http://www.greenecountync.gov)

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GL

Commissioners  
Bennie Heath - Chairman  
James T. Shackelford-Vice Chair  
Jerry Jones  
Susan Blizzard  
Derek Burress



County Manager  
Kyle J. DeHaven

Finance Officer  
Beverly T. Stroud

County Attorney  
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Review; Board Appointment Policy

Date: April 5, 2021

A request to review the Board appointment Policy has been received, again. The department heads were asked to give input on making the policy the best it can be, and that input is reflected in this markup. Subsequently, a meeting with all Commissioners concerning this policy has taken place and the following draft has resulted.

I would ask for any additional modifications or changes to be recommended or made as we finalize this policy.

Action Recommended:

**If majority agree, I would ask for a motion to approve the Board appointment policy as agreed upon.**

**Board Action Needed**

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[www.greenecountync.gov](http://www.greenecountync.gov)

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# BOARD/COMMITTEE APPOINTMENTS BY THE GREENE COUNTY BOARD OF COMMISSIONERS

## PURPOSE

To create a procedure by which the Greene County Board of Commissioners appoints citizens who wish to serve their community.

## POLICY

1. All Boards shall have an appropriate mix of race, gender, and geographical location when applicable and possible.
2. Board vacancies ~~shall~~ may be advertised ~~quarterly~~ in the local newspaper, on the County Website, On County Social Media, and/or at Commissioner meetings as needed.
3. Citizens interested in serving on a board/committee shall complete an ~~an written~~ application form ~~(available from Clerk to the Board or online at Greencountync.gov)~~ before being considered for nomination. ~~A copy of forms for a specific appointment shall be sent to Commissioners at least two weeks before the meeting at which the specific board/committee appointment will be discussed.~~
4. ~~Commissioners will be notified in writing of all potential vacancies that the Commissioners appoint on all Boards or committees at least two regular Commissioner meetings before regular terms expire. The Board of Commissioners will be provided a list Annually with a list of Board terms set to expire that Calendar year. The Board shall make every effort to make appointments during the month for which they are due. In the event of an expired term, members shall continue to serve until a new member is appointed.~~  
  
~~Unexpired Terms.—The Board intends to make appointments to fill unexpired terms, created by resignation, removal, or other causes, as expeditiously as possible.~~
5. The Greene County Board of Commissioners shall make all appointments by giving due consideration to the needs of Greene County in conjunction with available applications for appointment. Requested Reappointments to Boards will be given preference as requested by the board to which the reappointment is being made.
6. New board appointees shall be oriented by the Agency Director or Chairperson of the Committee. Appointees shall follow the rules and procedures of their respective Regional and State Board/Committee to such extent as their bylaws supersede the County's. Failure to meet the qualifications as deemed appropriate by the respective board may result in the removal from the board.
7. ~~All appointees will be required to sign the attendance requirement statement at the bottom of the "Application for Appointment to Greene County Advisory Boards and Commissions."~~
- ~~8.~~ 7. The Greene County Board of Commissioners requests that each Board to which they make appointments adopt a 75% per year attendance policy applicable to all appointees and enforce such policy through written notification to the Board of Commissioners. When the Board of Commissioners has been notified that appointees failed to maintain the required 75% year attendance the appointee will be replaced. The appointee will be notified by letter from the Chairman, with a copy of the Board Appointment Policy attached, that they have been replaced due to their failure to attend required percentage of meetings.
- ~~9.~~ 8. The Greene County Board of Commissioners requests that all Boards to which they make appointments ~~adopt a timely communication procedure and schedule; communicate and provide copies of the minutes so that the Commissioners may be informed at all times concerning county business and present as requested by the Board.~~
- ~~10.~~ 9. In order to allow more individuals an opportunity to serve on Greene County Boards, the County Commissioners establish a limit on the time an individual can serve. Unless specified different by NC General Statutes, a State or Regional Board, the term limit in Greene County shall be two full terms. Filling an unexpired term does not count

toward the term limits. An individual that is not reappointed due to term limits may be reappointed to the same Board after a break of six months.

Attachment: Application for Appointment to Greene County Advisory Boards and Commissions

APPLICATION FOR APPOINTMENT  
to  
GREENE COUNTY ADVISORY BOARDS AND COMMISSIONS

The Greene County Board of Commissioners believes that all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member of one of the County's advisory boards. If you want to be considered for appointment to an advisory board, please complete the Application below and mail it to the Greene County Clerk to the Board, 229 Kingold Blvd., Suite D, Snow Hill, NC 28580, or fax to 252-747-3884.

*Advisory Board/Committee/Commission interested in:*

(I understand that this application will be kept on the active file for two years only, and I hereby authorize Greene County to verify all information included in this application.)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: (Home): \_\_\_\_\_ (Work): \_\_\_\_\_

Email: \_\_\_\_\_

Occupation: \_\_\_\_\_

Business Address: \_\_\_\_\_

Current volunteer activities / other Board & Commissions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Why do you want to serve on this Board? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CERTIFICATION**

*I certify that I understand the 75% attendance requirement established in the Greene County Board Appointment Policy. I further certify, that I am aware, if my attendance drops below the 75% attendance requirements that I will be automatically removed from said Board appointment.*

\_\_\_\_\_

\_\_\_\_\_

*Signature of Applicant*

*Date*

FN:Word/Board Appts/Board Appt Form 2010



Commissioners  
 Bennie Heath - Chairman  
 James T. Shackelford-Vice Chair  
 Jerry Jones  
 Susan Blizzard  
 Derek Burruss



County Manager  
 Kyle J. DeHaven

Finance Officer  
 Beverly T. Stroud

County Attorney  
 Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Arba Water Corporation

Date: April 5, 2021

A resolution of Accepting Conveyance of the Arba Water Corporation is attached. In the recent past, Arba Water Corporation approached the County to learn the process to merge their water corporation into the County's regional Water System. The County worked diligently with Arba Water Corporation to accomplish this task. Through guidance received from our Engineers and attorneys, the process for this divestiture has been established. A resolution approving the merger of Arba Water Corporation to the Greene County Regional Water System has been approved and signed.

The County now needs to approve a Resolution accepting the conveyance of this water corporation in the larger Regional Water System. An agreement that states this conveyance and terms of this conveyance is attached and will be executed with this action. The manager, attorney, and engineer will be available for questions at this time.

#### Action Recommended:

#### **Motion to approve the resolution of Surplus Property**

#### **Board Action Needed**

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[www.greencountync.gov](http://www.greencountync.gov)

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# ARBA WATER CORPORATION

4114 Hull Road, Snow Hill, NC 28580

February 19, 2021

Mr. Joey White  
Public Water Supply Section  
Washington Regional Office  
943 Washington Square Mall  
Washington, NC 27889

SUBJECT: Notification of Water System Merger  
Forfeiture of PWS Identification Number NC04-40-025

Dear Mr. White:

Reference the subject, please accept this letter as notification that the Arba Water Corporation plans to dissolve as a water system and turn over the customer base to the Greene County Regional Water System (PWS ID NC04-40-106). As part of dissolving of the water system, Arba will deed all assets to Greene County. Greene County will assume ownership and operation of all water distribution assets and will be responsible for billing/collecting monthly water charges.

Formal dissolution of the Arba Water Corporation is being coordinated through appropriate steps working with Greene County. With transfer of assets, Arba Water Corporation requests dissolving of our Public Water Supply Section Identification Number. All testing requirements shall be absorbed into Greene County monitoring.

Please advise regarding any additional information needed to be provided to you in support of dissolution of Arba water corp..

Thank you for your assistance.

Arba Water Corporation

President

**RESOLUTION  
APPROVING MERGER OF WATER SYSTEM TO  
GREENE COUNTY  
ARBA WATER CORPORATION**

**WHEREAS,** the Arba Water Corporation operates a public water system under Public Water Supply Section Identification Number NC04-40-025, and

**WHEREAS,** the Arba Water Corporation currently purchases water from the Greene County Regional Water System, and

**WHEREAS,** the Arba Water Corporation has determined that it is in its best interest to merge existing water system assets with the Greene County Regional Water System,

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ARBA WATER CORPORATION:**

That the Arba Water Corporation supports merger of its water system with Greene County (Public Water Supply Identification Number NC04-40-106).

That the Arba Water Corporation approves dissolving all assets in accordance with bylaws and mutual agreement with Greene County.

That, upon dissolution, the Arba Water Corporation forfeits its Public Water Supply Section Water System Identification Number (04-40-025).

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2021.

ARBA WATER CORPORATION

\_\_\_\_\_  
President

(SEAL)

ATTEST:

\_\_\_\_\_  
Secretary

**RESOLUTION  
ACCEPT CONVEYANCE OF ARBA WATER CORPORATION  
GREENE COUNTY**

**WHEREAS,** Greene County operates a public water system, and

**WHEREAS,** the Arba Water Corporation owns and operates a public water distribution system that purchases water from Greene County, and

**WHEREAS,** the Arba Water Corporation shall request that Greene County consider terms for an acquisition of the Arba Water Corporation water system, to include the following concept terms of the acquisition:

- County to assume all Arba Water Corporation system related assets,
- Arba Water Corporation customers charged the same rates as other similarly situated Greene County customers,

**WHEREAS,** Greene County has the staff, equipment and financial ability to assume operation and maintenance of the Arba Water Corporation water system,

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF GREENE COUNTY:**

That Greene County will accept conveyance of the Arba Water Corporation water system, including such real and personal property, easements, assets and liabilities associated with or required for operation of the water system.

That Greene County and Arba Water Corporation will enter into an agreement for conveyance of the Arba Water Corporation system.

That Greene County authorizes County staff to coordinate efforts with the Arba Water Corporation to ensure a seamless conveyance of the water system.

That the Chairman is hereby authorized and directed to sign or delegate authority to sign, on behalf of Greene County, such documents as are necessary to complete the conveyance of the system and transition the water system services from the Arba Water Corporation to the County.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Bennie Heath, Chairman  
Greene County Board of Commissioners

(SEAL)

ATTEST:

\_\_\_\_\_  
Kyle J. DeHaven  
Clerk to the Board

**AGREEMENT  
ARBA WATER CORPORATION TO CONVEY WATER SYSTEM  
TO GREENE COUNTY**

THIS AGREEMENT TO CONVEY WATER SYSTEM, dated this the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between GREENE COUNTY, a political subdivision and body politic of the State of North Carolina (hereafter the "County"), and the ARBA WATER CORPORATION, a non-profit corporation of the State of North Carolina that operates a public water system (hereafter the "Arba");

**WITNESSETH:**

**WHEREAS,** Arba owns and operates a public water distribution system with capital assets consisting of distribution water mains, fire hydrants, valves, service lines, customer meters, land, easements, rights-of-way, and related facilities (all hereinafter collectively referred to as the "Arba Water System"); and

**WHEREAS,** Arba has approximately 85 $\nabla$  water customers; and

**WHEREAS,** Arba has operating reserves, customer deposits, and customer receivables; and

**WHEREAS,** Arba has no debt associated with the Arba Water System; and

**WHEREAS,** Arba holds a Permit to Operate a Public Water System, PWS ID NC04-40-025; and

**WHEREAS,** Arba currently purchases its finished water from Greene County ("County"); and

**WHEREAS,** the County currently operates and maintains a regional water supply/storage/distribution system; and

**WHEREAS,** the County has the staff, equipment, expertise, and financial ability to assume operation and maintenance of Arba's water system; and

**NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. WATER DISTRIBUTION SYSTEM DESCRIPTION**

In addition to any components previously described, Arba's water distribution system shall include all water mains, water service, meter assemblies, valves, fire hydrants, and other appurtenances required to provide water service to existing water customers.

Arba also agrees to transfer to the County all retained earnings.

A comprehensive list of the real estate, equipment, other assets and liabilities which comprise the systems being conveyed will be listed and formally conveyed in a separate Assignment and Bill of Sale.



## **2. TRANSFER OF THE WATER SYSTEM**

Arba agrees to transfer to the County Arba's water system as described above. Transfer shall be by execution of deed and dedication documents prepared by the County Attorney and executed by the appropriate representatives, in addition to any other documentation, agreements or bills of sale necessary to complete the transfer. Upon execution of the deed and dedication documents, the County shall own, operate, and maintain the water system within Arba. The current Arba water customers and future water customers will become customers of the County.

At closing, at a time and place mutually acceptable to the parties, Arba shall convey to the County, free and clear of liens and encumbrances, the Water System by delivering an Assignment and Bill of Sale for Arba's personal property including, the Systems' infrastructure, facilities, structures, equipment, supplies, funds, permits, contracts, easements, other property rights, liabilities, debt obligations, and all other materials and things associated with or required for the ownership, operation, and maintenance of the Water System.

A complete listing of Arba customer receivable and deposits will be provided to the County. After transfer of assets the County will be responsible for collection of receivable balances.

A final accounting of utility fund cash will be provided to the County along with payment in full of the utility fund cash balance within thirty (30) days of this agreement.

Arba agrees to execute any NC Department of Environmental Quality forms or applications required to transfer or assign any necessary permits for the operation and maintenance of the water system to the County.

## **3. EASEMENTS AND RIGHTS-OF-WAY**

Arba agrees to transfer all easements and fee simple property related to the water system to the County. Any new easements required to expand the water system would be the responsibility of the County.

## **4. WATER RATES**

The water customers in Arba will pay the same water rates and fees as currently in effect for similarly situated customers of the County. Arba agrees to transfer all meter deposits held on behalf of their customers to the County.

## **5. GRANT OF EXCLUSIVE RIGHT TO THE COUNTY**

Arba, subject to the terms and provisions of this Agreement hereby grants and gives the County the exclusive right to own, maintain, and operate the Arba water distribution system.

## **6. NO ORAL MODIFICATIONS**

Any change or modification of this Agreement must be in writing signed by both parties.

## **7. TERM AND TERMINATION OF AGREEMENT**

This Agreement shall be perpetual. Arba and the County hereby agree that such perpetual duration is reasonable and necessary in light of the purposes of this Agreement. If for any reason a court of competent jurisdiction rules in a final decision that may not be appealed that a perpetual term to this Agreement is unlawful, then this Agreement shall have a term of sixty (60) years. If the term of this Agreement is so limited to sixty (60) years, the expiration of the term shall only affect the agreements hereunder with respect to events and performances that occur after the expiration date of such term, and shall not affect the existence or validity of any transfer, conveyance, undertaking, liability, or other action or right that occurred or arose prior to the expiration date.

## **8. ARBA REPRESENTATIONS AND WARRANTIES**

Arba hereby represents and warrants as follows:

- A. Except as otherwise disclosed herein, Arba has good and marketable title, free and clear of liens and encumbrances, to the real and personal property being conveyed to the County, including all permits, associated with every aspect of the Water System.
- B. The Water System is in good condition and repair, normal wear and tear excepted, and are in compliance with all laws, rules, and regulations of applicable governmental units.
- C. This Agreement, and all other documents and instruments related hereto and/or required hereby, has/have been duly authorized, executed, and delivered by Arba and constitutes valid and binding obligations by Arba enforceable in accordance with its terms and conditions subject to bankruptcy, insolvency, or other laws affecting the enforcement of creditor's rights.
- D. Arba's execution and delivery of this Agreement and compliance with its terms and conditions will not conflict with or constitute a breach or violation of, or a default under any agreements to which Arba is a party, any applicable law, rule, or regulation of any governmental unit or agency thereof, any applicable judgement or decree of any court or other governmental agency or body, or the provisions of any permits held by Arba for the ownership, operation, and maintenance of the Water System.
- E. The execution and delivery of this Agreement and the conveyance of Arba's Water System to the County do not require the approval of any regulatory body, governmental unit or agency, or any other persons/entities whatsoever.

F. All permits held by Arba regarding the ownership, operation, and maintenance of its Water System are in full force and effect, have been duly complied with in all material aspects, and are assignable and transferable to the County.

G. All easements held by Arba, with regard to its Water System, are assignable by Arba without the consent of third parties.

## **9. COUNTY REPRESENTATIONS AND WARRANTIES**

The County hereby represents and warrants as follows:

- A. This Agreement, and all other documents and instruments related or required hereby, have been duly authorized, executed, and delivered by the County and constitute valid, binding, and enforceable obligations by the County.
- B. The County's execution and delivery of this Agreement and compliance with its provisions will not conflict with or constitute a breach or violation of, or a default under any agreements to which the County is a party, any applicable law, rule, or regulation of any governmental unit or agency thereof, or any applicable judgment or decree of any court or other governmental agency or body.
- C. The County will perform the services customarily performed by water utility systems with respect to the acquired systems and customers, such as:
  - 1. Read all meters of, send all bills to, and collect all payments from the Water Systems' customers.
  - 2. Administer the provision of water services to new customers and coordinate the construction of related infrastructure by developers intending to connect to the Water System.
  - 3. Maintain, repair, and improve the systems in a timely manner and operate and manage the systems in a manner consistent with good business and operating practices for comparable facilities and in full compliance with all issued permits, operational requirements, industry standards, and the applicable laws, rules, and regulations of regulatory bodies, governmental units, or agencies thereof.
  - 4. Operate, maintain, and manage the water system with employees who have the operational expertise and professional credentials necessary to perform their respective duties, and perform the administrative and managerial duties required for the operation of public enterprise water and sewer systems.

## **10. COOPERATION OF THE PARTIES**

Arba and the County agree to cooperate, fully, effectively, and efficiently with each other to accomplish the intent and purposes of this Agreement, execute all supplementary documents necessary to enforce its terms, and to take all additional actions deemed necessary and appropriate so as to give full force and effect to the

terms, conditions, and intent of this Agreement. Neither party shall unreasonably withhold or delay providing such cooperation. The parties further agree to provide to each other, if requested, all plans, as built drawings, financial information, and all other information, documents, materials, and other things in their possession or control associated with the Water System, and the performance of the terms and conditions set forth herein.

#### **11. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the parties and supersedes all prior and independent agreements between the parties covering the subject matter hereof.

#### **12. SPECIFIC PERFORMANCE IN EVENT OF DEFAULT**

The parties acknowledge that monetary damages would not fully compensate either party in the event of any breach or default of this Agreement. The parties therefore agree that in the event of any breach or default by either party, the other party shall, in addition to seeking damages, be entitled to seek and obtain the specific performance of the defaulting party's obligations hereunder.

#### **13. AUTHORIZATION**

Each party certifies that all appropriate steps to legally enter into this Agreement have been taken, that the matter has been approved by the appropriate legislative body, and that the terms of this Agreement are understood. Moreover, each party certifies that all laws, rules, and regulations as well as any local governmental rules were followed with regard to acceptance of this Agreement and that this Agreement meets all standards for governmental agreements.

#### **14. SECTION HEADINGS**

The section headings in this Agreement are for convenience and ease of reference only. Such headings are not part of this Agreement and are not to be used in interpreting its provisions.

#### **15. CHOICE OF LAW**

This Agreement shall be governed by and interpreted in accordance with the law of the State of North Carolina.

#### **16. SEVERABILITY**

It is hereby the declared intention of Arba and the County that the paragraphs, sections, sentences, clauses, and phrases of this Agreement are severable. If one or more paragraphs, sections, sentences, clauses, or phrases shall be declared void, invalid, or otherwise unenforceable for any reason by the valid, final judgment or decree of any

court of competent jurisdiction, such judgment or decree shall not affect the remaining provisions of this Agreement.

**17. WARRANTIES**

The County and Arba represent and warrant that each has full power and authority to enter into and perform any and all provisions of this Agreement between the County and Arba.

**18. SIGNATURES**

This Agreement, together with any amendments or modifications, may be executed in on or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**SIGNATURE PAGE FOLLOWS**



IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives pursuant to the resolutions of their respective governing bodies, have caused this Agreement to be executed as of the day and year first above written.

(SEAL)

ATTEST:

GREENE COUNTY

\_\_\_\_\_  
Kyle J. DeHaven  
Clerk to the Board

By: \_\_\_\_\_  
Bennie Heath, Chairman

(SEAL)

ATTEST:

ARBA WATER CORPORATION

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

“This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.”

\_\_\_\_\_  
Beverly Stroud, Finance Director  
Greene County

## Arba Water Corporation

All customers must go to the Greene County Water billing office at 229 Kingold Blvd. in Snow Hill, and apply for service. The Arba Water Corporation has paid for all deposits and service charges. Going forward, you will receive a monthly water bill that is due by 5:00pm on the 10<sup>th</sup> of each month. A \$20.00 late fee will be added if payment has not been received by 5:00pm on the 10<sup>th</sup>. An additional \$50.00 late fee will be added if payment is not received by 5:00pm on the 14<sup>th</sup> and disconnections will begin on the 15<sup>th</sup> of each month. To resume same day service you must pay your bill **IN PERSON** by 3:00pm on the 15<sup>th</sup>. Greene County Water's office hours are 8:30am-5:00pm Monday-Friday. It is anticipated that your first water bill from Greene County will be due by May 10<sup>th</sup>, 2021. If you have any questions please call 252-747-2429.



**Account Summary**

Previous Balance	\$0.00
Payments/Credits	\$0.00
Penalties	\$0.00
<b>Current Charges:</b>	
GREENE COUNTY WATER	\$43.85
ALTERNATIVE WATER	\$12.00
GC LEAK PROTECTION	\$1.10
<b>Total Current Charges</b>	<b>\$56.95</b>
<b>Total Balance Due</b>	<b>\$56.95</b>

**Utilities**

Meter Info - 01/13/2021 - 02/12/2021 - 30 days

GREENE COUNTY WATER	688990	696620	7630	\$43.85
ALTERNATIVE WATER				\$12.00
GC LEAK PROTECTION				\$1.10

**Comments**

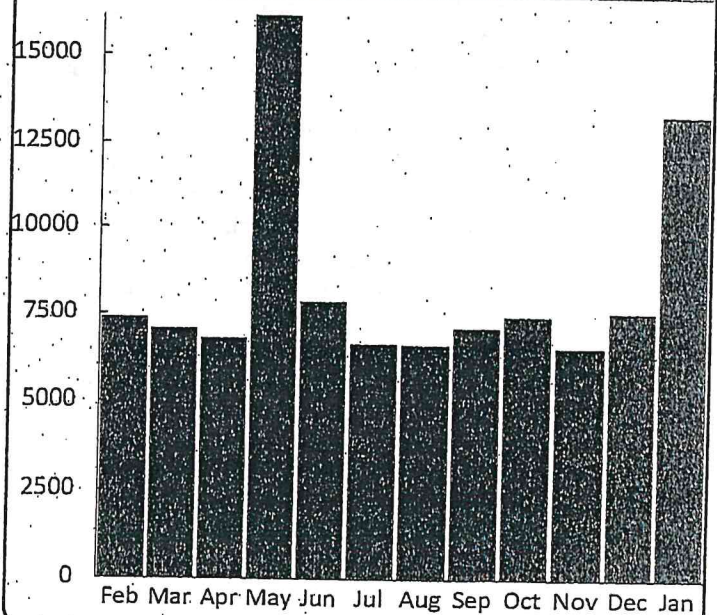
**UTILITY STATEMENT**

Customer Number	207297
Account Number	G0006029
Service Address	995 DAVIS RD SNOW HILL, NC 28580
Due Date	Mar 10, 2021
Amount Due	\$56.95

This bill is now due and payable. Failure to receive bill does not relieve customer of responsibility for timely payment of bill.

A late fee of \$20.00 will be added for payments received after 5:00 P.M. on the 10<sup>th</sup> of the month. An additional fee of \$50.00 will be added to bills not paid in full by 5:00 P.M. on the 14<sup>th</sup> of the month and disconnect will begin on the 15<sup>th</sup> of each month. (Please see reverse for information regarding all fees under payment terms.) To resume same day service, payment must be made by 3:00 P.M.

**Water Usage**



Please detach lower portion and remit with your payment. Please refer to the reverse side of this page for additional information and payment options.



☐ Check box if you would like to set up Auto Draft or have completed the change of address form on the reverse side

9878335-2411-1 1 \*\*\*\*\* AUTO\*\*5-DIGIT 28527



Customer Number	207297
Account Number	G0006029
Statement Number	580224
Statement Date	Mar 01, 2021
Amount Due	\$56.95
Due Date	Mar 10, 2021
Amount Enclosed	



GREENE COUNTY UTILITY  
PO BOX 338  
SNOW HILL NC 28580-0338

Commissioners  
Bennie Heath - Chairman  
James T. Shackelford-Vice Chair  
Jerry Jones  
Susan Blizzard  
Derek Burress



County Manager  
Kyle J. DeHaven

Finance Officer  
Beverly T. Stroud

County Attorney  
Gay Stanley

**Informational Items Attached:**

- 1.) Proposed Amendment to Chapter 30 of the Greene County Ordinance is attached for preliminary review**
- 2.) Proposed Zoning of Former Snow Hill ETJ Area**
- 3.) Annual report, Joint Advisory Committee**

229 Kingold Blvd., Suite D • Snow Hill, NC 28580 • (252) 747-3446 • FAX (252) 747-3884  
[www.greenecountync.gov](http://www.greenecountync.gov)

*The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment*



## **Chapter 30: Emergency Management**

### **ARTICLE I-GENERAL**

#### **Section 30.1-Short Title**

This chapter shall be known and may be cited and referred to as the "Emergency Management Ordinance" for Greene County.

#### **Section 30.2-Purpose**

- a. It is the intent and purposes of this chapter to establish an emergency management agency to ensure the complete and efficient utilization of all resources of Greene County in the event of an emergency or disaster.
- b. The emergency management agency shall be the coordinating entity for all activity in connection with emergency management within the county; it will be the agency through which the Board of Commissioners will exercise the authority and discharge the responsibilities vested in them during states of disaster or emergency.
- c. The emergency management agency shall be the central coordinating agency for activities and programs relating to emergency and disaster prevention, protection, mitigation, response and recovery.

#### **Section 30.3-Definitions**

- a. **Emergency.** An occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made accidental, military, paramilitary, weather-related, health-related or riot-related cause.
- b. **Emergency Management Personnel.** The employees, equipment and facilities of all county and municipal departments, boards, councils, institutions, acting in furtherance of the purposes of this chapter. It shall also include all volunteer personnel, equipment and facilities contributed by or obtained from volunteer persons or agencies who have offered services to, and been formally accepted by, and are therefore working in the capacity of emergency management volunteers.
- c. For the purposes of this chapter all other words used herein shall have their usual definition, unless those words and terms have been specifically defined by a relevant statute, such as N.C.G.S. §166A-19.3 or other statute in Article 1A of Chapter 166A of the North Carolina General Statutes, or where the context clearly indicates or requires a different meaning.

#### **Section 30.4-Preservation of Authority**

- a. This chapter does not relieve any county department or agency of the responsibilities or authority given to it by state law or by local chapter, nor will it adversely affect the work of any volunteer agency organized for relief in disaster situations.
- b. This chapter does not abridge or modify the authority of emergency medical services personnel, law enforcement, firefighters, or other relevant public officers and agencies



from exercising their authority to protect the public health and safety, as that authority is established by state and local law.

- c. This chapter shall not abridge or modify the authority of the governor or their delegates to implement emergency measures during declared states of disaster or emergency.

### **Section 30.5-Violations**

- a. Violations of any provision of this Chapter or declaration enacted or declared under this chapter shall be punished in accordance with N.C.G.S. §14-288.20A(1).
- b. Any person interfering with, or obstructing, hindering, or delaying any public officer in performing their duties under the provisions of this chapter, or any declaration, regulation or plan issued thereunder shall be punished in accordance with N.C.G.S. §14-223.

### **Section 30.5-30.15-Reserved**

## **ARTICLE II-GREENE COUNTY EMERGENCY MANAGEMENT**

### **Section 30.16-Organization and Appointments**

- a. The organization shall consist of the following:
  - 1. An agency of emergency management within the Office of Emergency Services, under the direction of the Board of Commissioners, through the County Manager and subordinate county staff, as authorized by N.C.G.S. §166A-19.15(2).
  - 2. The director of Emergency Services will be designated as the Greene County Emergency Manager. The Emergency Manager will be a person well versed and trained in emergency management processes and procedures involving the activities of various agencies that serve to protect the public health, safety and welfare in the event of an emergency.
  - 3. The Emergency Manager shall designate and appoint an Emergency Management Coordinator to assume the duties of the Emergency Manager in the event of their absence or disability. Other assistants and employees that are deemed necessary by the Board of Commissioners for the proper functioning of the agency shall be appointed.
  - 4. The Emergency Management Personnel as defined in Section 30-3(b). Duties assigned to County or City departments shall be the same as, or similar to, the normal duties of the department, where possible; and

### **Section 30.17-Duties and Responsibilities of the Emergency Manager**

- a. The Emergency Manager shall be responsible for the organization, administration and operation of the emergency management agency, subject to the direction and control by the Office of Emergency Services. The Emergency Manager shall coordinate the activities, services and programs for emergency management and disaster response and recovery within Greene County and shall maintain liaison with the state and federal

authorities and the authorities of local municipalities so as to insure the most effective operation and implementation of the emergency management plans.

- b. The Emergency Manager's duties shall include, but not be limited to, the following:
  - 1. Manage a comprehensive emergency management program for Greene County pursuant to Chapter 166A, including, but not limited to elements addressing prevention, protection, mitigation, response, and recovery from emergencies.
  - 2. Compel and coordinate the activity of all other public and private agencies engaged in any emergency management activities within Greene County.
  - 3. Through public informational programs, educating the populace as to actions necessary and required for the protection of their persons and property in case of enemy attack, terrorism, or disaster, either impending or present.
  - 4. Manage exercises to ensure the efficient operation of the emergency management personnel and to familiarize residents, businesses, educational institutions, and partner agencies with emergency management regulations, procedures and operations.
  - 5. Monitor and advise the manager of any and all threats, emergencies or disasters that pose a risk to the lives and safety of the residents of Greene County, proposing solutions for their decision on how best to protect people and property from imminent danger, or from further damage.
  - 6. Procure supplies and equipment, institute training programs, public preparedness information and education programs, manage and coordinate disaster drills and exercises in accordance with county-wide emergency plans.
  - 7. Manage the Greene County Emergency Operations Center as the central coordinating entity during emergencies or disasters.

### **Section 30.18-Emergency Management Plan**

- a. A countywide, all-hazard, emergency operations plan shall be adopted and maintained by resolution of the Board of Commissioners. In the preparation of this plan, the services, equipment, facilities and personnel of all existing departments and agencies shall be utilized to the fullest extent. When the plan is approved, each department or agency shall perform those functions assigned to it by the plan and shall maintain a current state of readiness at all times. The emergency operations plan shall have the full effect of local law whenever an emergency or disaster occurs.
- b. Supporting plans shall be maintained by the emergency management agency to ensure coordinated activities in the prevention, protection, mitigation, responses, and recovery from emergencies phases of emergency management. In the preparation of these plans, the services, equipment, facilities and personnel of all existing departments and agencies shall be utilized to the fullest extent. When the plans are published, each department or agency shall perform those functions assigned to it by the plans.
- c. Each department or agency designated in emergency plans shall be responsible for carrying out all designated duties and functions designated by the plan. Duties will include organization and training of assigned employees and volunteers. Each department shall formulate procedures to implement the plan for the organization.

- d. When a skill required for response or recovery from a declared emergency function is not available within local government, the Emergency Manager shall be authorized to seek assistance beyond local government resources.

### **Section 30.19-Planning related to special facilities**

- a. Special facilities are those institutions or organizations whose populations are dependent upon the institution for transportation or care.
- b. Special facilities are required to have a plan in place to be self-sufficient in an emergency that would require evacuation of their facility due to a natural or technological disaster.
- c. These institutions include, but are not limited to, assisted living facilities, hospitals, schools (public and private), day care centers, or other organizations.
- d. The institutions shall submit copies of their disaster plan to the emergency management agency for review on a regular basis as defined by the emergency management agency.

### **Section 30.20 Continuity of operations plans**

- a. To facilitate emergency preparedness planning for Greene County, all departments of Greene County local government shall prepare continuity of operations plans pursuant to directions and guidelines from the emergency management agency. These continuity plans must establish a comprehensive and effective program that maintains the continuity of essential departmental functions during any emergency or other situation that disrupts normal operations. Greene County shall ensure that such contingency plans are consistent with other emergency and disaster plans within Greene County.
- b. These continuities of operations plans shall be reviewed internally on an annual basis, and then submitted to the emergency management agency by the last day of September each year in an emergency management approved format and shall address, at a minimum, the following areas:
  - 1. Assignment of personnel as the continuity of operations program manager;
  - 2. Direction and control including authorities and responsibilities of key personnel, the succession of key departmental leadership, and delegations of authority;
  - 3. Identification of essential and non-essential departmental functions and staffing capabilities required to continue providing essential functions;
  - 4. Activation, mobilization, relocation, alert, notification and implementation plans for activating the continuity of operations plan;
  - 5. Alternate facility operations;
  - 6. Communications (primary and back-up) systems that will be used to keep employees, on-duty and off-duty, informed of departmental response activities, to coordinate employees in order to carry out departmental missions, to keep in contact with customers and suppliers, and to coordinate with the Greene County EOC;
  - 7. Protection of facilities, equipment, supplies, and vital records;
  - 8. Recovery and restoration of services including employee support, critical asset repair/replacement, and the continuity of operations;



9. Administration and logistics.
- c. Under the direction, and per the standards, of the emergency management agency, each department shall test their continuity of operations plan bi-annually

### **Section 30.21-30.29-Reserved**

## **ARTICLE III-STATE OF EMERGENCY**

### **Section 30.30-Delegation of authority to declare a state of emergency**

- a. In the event of an existing or imminent emergency endangering the lives, safety, health and welfare of the people within Greene County, or any part thereof, or threatening damages to or destruction of property, the Chairperson of the Board of Commissioners is hereby authorized and empowered under N.C.G.S. §166A-19.31 to issue a public declaration of the existence of such a state of emergency and, in order to more effectively protect the lives and property of people within the county, to place in effect any or all of the restrictions and prohibitions hereinafter authorized. The Chairperson shall fully utilize all available emergency service and management agencies and shall consult with appropriate subject matter experts in making the decision to issue a declaration and in determining the appropriate restrictions and prohibitions to impose.
- b. In case of absence or disability of the Chairperson, the Vice-Chairperson of the Board of Commissioners, or such other person as may be designated by the Board of Commissioners, shall have and exercise all of the powers herein given the Chairperson.

### **Section 30.31-Declaration imposing prohibitions and restrictions**

- a. The Chairperson of the Board of Commissioners of the county by proclamation may impose the prohibitions and restrictions specified in Section 30.32 through 30.37 in the manner described in those sections. The Chairperson may impose as many of those specified prohibitions and restrictions as he finds necessary, because of the declared emergency, to maintain an acceptable level of public order and services and to protect lives, safety, and property. The Chairperson shall recite the findings underlying their decision in the declaration.
- b. The declaration shall be in writing. For purposes of this Article, and when circumstances do not permit the issuance of a traditional document, an electronic document such as email, or a pdf bearing an electronic signature shall constitute a writing. The Chairperson shall take reasonable steps to give notice of the terms of the declaration to those affected by it and shall post a copy of it in the county courthouse, with the Clerk to the Board, and on the County's website. The Chairperson shall send reports of the substance of the declaration to the mass communications media which serve the affected area. The Chairperson shall retain a text of the proclamation and furnish upon request certified copies of it.
- c. The Chairperson is hereby authorized and empowered to limit by the declaration the application of all or any part of such restrictions to any area specifically designated or described within the county and to specific hours of the day or night and to exempt from

all or any part of such restrictions, classes of people whose exemption the Chairperson finds necessary for the preservation of the public order, public health, safety, or welfare needs of people within the county while they are acting within the scope of their official duties, or are acting under the direction of emergency response/recovery force personnel. Those exempt from restrictions may include, but not be limited to, firefighters, law enforcement personnel, EMS personnel, doctors, nurses, military personnel, public utility employees, public transportation employees, and newspaper, radio and television employees. The declaration shall state the exempted classes and the restrictions from which each is exempted.

### **Section 30.32-Evacuation**

- a. The Chairperson may direct and compel the voluntary or mandatory evacuation of all or part of the population of the county; to prescribe routes, modes of transportation and destination in connection with evacuation; and to control ingress and egress of a disaster area, the movement of persons within the area and the occupancy of premises therein. Details of the evacuation may be set forth or amended in a subsequent declaration which shall be well publicized.

### **Section 30.33-Curfew**

- a. The declaration may impose a curfew prohibiting in certain areas and during certain periods the appearance in public of anyone who is not a member of an exempted class. The proclamation shall specify the geographical area or areas and the period during each 24-hour day to which the curfew applies.
- b. Unless otherwise specified in the proclamation, the curfew shall apply during the specified period each day until the chairperson by declaration removes the curfew.

### **Section 30.34-Restriction on access to areas**

- a. The declaration may prohibit obtaining access or attempting to obtain access to any designated area in violation of any order, clearly posted notice or barricade indicating that access is denied or restricted.
- b. Areas to which access is denied or restricted shall be designated by the sheriff and his subordinates or other law enforcement officer when directed in the declaration to do so by the Chairperson. When acting under this authority, the sheriff and his subordinates may restrict or deny access to any area, street, highway or location within the county if that restriction or denial of access or use is reasonably necessary to promote efforts being made to overcome the emergency or to prevent further aggravation of the emergency.
- c. During a declared emergency, and within the emergency area, the Sheriff of Greene County is delegated authority to close streets, roads, highways, bridges, vehicular areas, or others areas ordinarily used for vehicular travel, except to the movement of emergency responders and other persons necessary for recovery from the emergency. When the Sheriff so acts, they are to provide prompt notification to the Emergency Operations Center.



### **Section 30.35-Restrictions on possession, consumption or transfer of alcoholic beverages**

- a. The declaration may prohibit the possession or consumption of any alcoholic beverage, including beer, wine and spirituous liquor, other than on one's own premises and may prohibit the transfer, transportation, sale or purchase of any alcoholic beverage within the area of the county described in the declaration. The prohibition, if imposed, may apply to transfer of alcoholic beverages by employees of alcoholic beverage control stores as well as by anyone else within the geographic area described.

### **Section 30.36-Restrictions on possession, transportation and transfer of dangerous weapons and substances**

The declaration may prohibit or restrict the possession, transportation, sale, purchase, storage, and use of gasoline and any dangerous weapon or substance, except for lawfully possessed firearms and ammunition.

- a. "Dangerous weapon or substance" means:
  1. Any item described as a "Dangerous weapon or substance" as defined in N.C.G.S. §14-288.1.
  2. Any other instrument or substance that is capable of being used to inflict serious bodily injury or destruction of property when the circumstances indicate that there is some probability that such instrument or substance will be so used.
  3. Any part or ingredient in any instrument or substance included above when the circumstances indicate a probability that such a part or ingredient will be so used.
- b. "Firearm" has the same meaning as the term is defined in N.C.G.S. §14-409.39(2).

### **Section 30.37-Other restrictions**

- a. The following activities or conditions may be prohibited or restricted:
  1. Movement of people in public places;
  2. The operation of offices, business establishments and other places to or from which people may travel or at which they may congregate; and
  3. Other activities or conditions the control of which may be reasonably necessary to maintain order and protect lives or property

### **Section 30.38-Removal of prohibitions and restrictions**

The Chairperson shall by declaration terminate the entire declaration of emergency or remove any of the prohibitions and restrictions when the emergency no longer requires them or when directed to do so by the Board of Commissioners.

### **Section 30.39-Superseding and amending declarations**

The Chairperson may, in their discretion, invoke the prohibitions and restrictions authorized by this article in separate declarations and may amend any declaration by means of an amendment to, or superseding declaration.

### **Section 30.40-Territorial Applicability**

This article shall not apply within the corporate limits of any municipality unless either the municipality or Mayor consents to, or requests, the declaration of emergency's application.

### **Section 30.41-Severability**

Should any provisions of this chapter be declared invalid for any reason, by any court of competent jurisdiction, such declaration of invalidity shall not affect the validity of the provisions or of this Chapter as a whole.

## Kathy Mooring

---

**From:** Brandon Sutton  
**Sent:** Thursday, March 18, 2021 11:58 AM  
**To:** Kyle DeHaven; Kathy Mooring  
**Subject:** BOC Info for Public Hearing  
**Attachments:** BOC ETJ Zoning Package.pdf

Please find attached maps (2) and letter to the BOC on the Public Hearing for the zoning of the ETJ areas of Snow Hill.

***Brandon J. Sutton. CZO***

*Planning Director*

*Zoning Administrator*

*GIS Coordinator*

*E-911 Addressing Administrator*

***Greene County, NC***

Phone: (252) 747-4398

Fax: (252) 747-5067

[brandon.sutton@greencountync.gov](mailto:brandon.sutton@greencountync.gov)



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



County Manager  
Kyle J. DeHaven

Finance Officer  
Beverly T. Stroud

March 18, 2021

To: Mr. Kyle DeHaven  
Greene County Board Commissioners

This is to request the adoption of the proposed map amendment to include the newly acquired areas from the Town of Snow Hill into the Official County Zoning Map at the Public Hearing on April 19, 2021. The Greene County Planning Board met on January 21, 2021 to review the proposed zoning of these new areas. The Planning Board voted to recommend the areas to be zoned as represented on the attached map.

Please find two attached maps for review. One map is a close-up view of the new areas acquired and the proposed zoning. The second map is the Official Zoning Map of Greene County entitled "*New Full County Zoning*", including the new areas if adopted. The full map will be the map adopted if the Board of Commissioners vote to adopt the proposed zoning map amendments.

As of the date of this letter, the proposed zoning changes to these areas have been available for public view since February 1, 2021. At this time, our office has not received any contact, concerns, or questions from citizens regarding this matter. Per General Statute, for a zoning map amendment, only one public hearing is required.

Your consideration of this request would be greatly appreciated.

If any of you have any questions or concerns, please do not hesitate to contact me at any time.

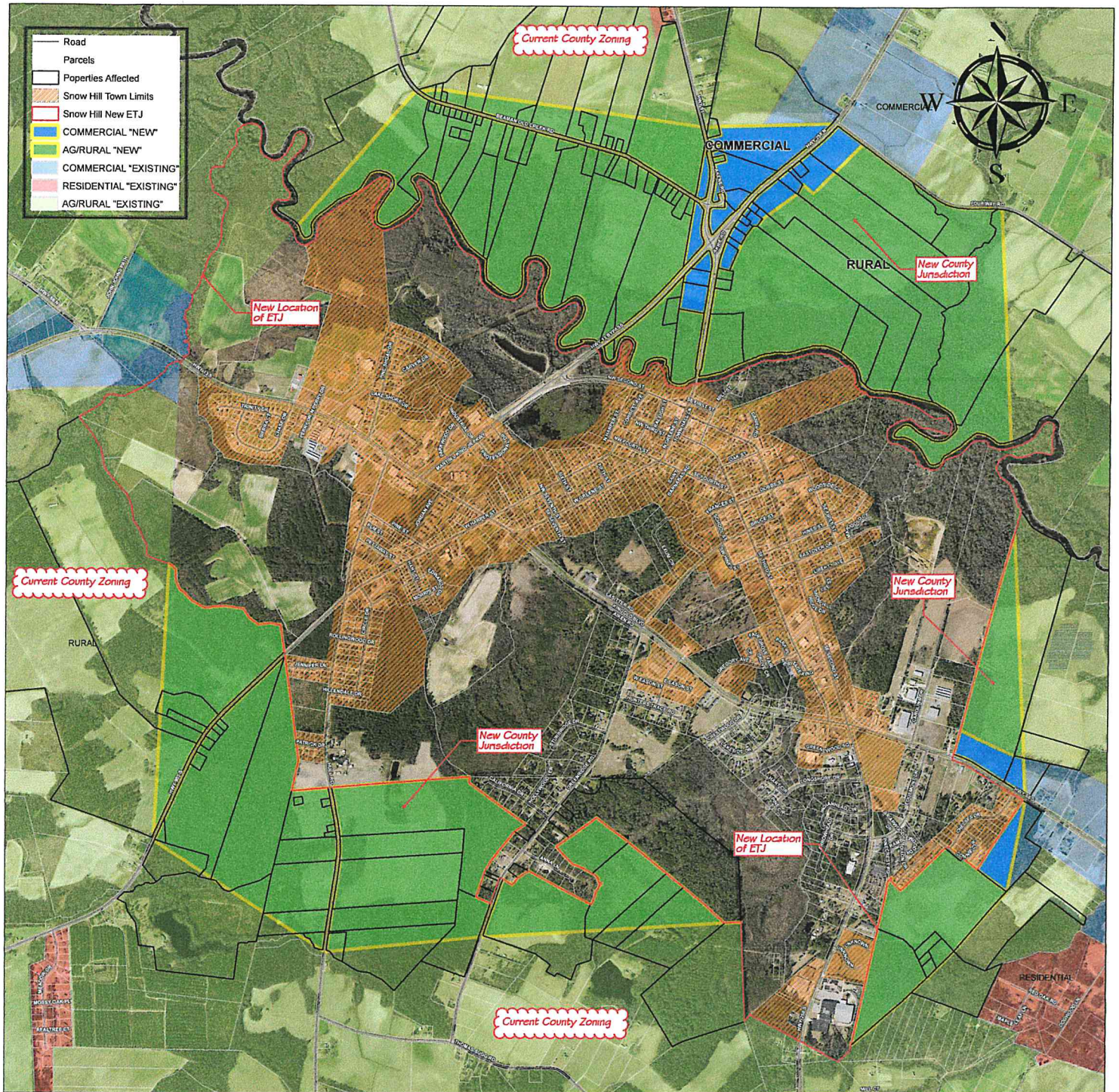
Respectfully,

Brandon Sutton, CZO  
Greene County Planning Director

229 Kingold Blvd., Suite D • Snow Hill, NC 28580 • (252) 747-3446 • FAX (252) 747-3884  
[www.greenecountync.gov](http://www.greenecountync.gov)

*The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment*

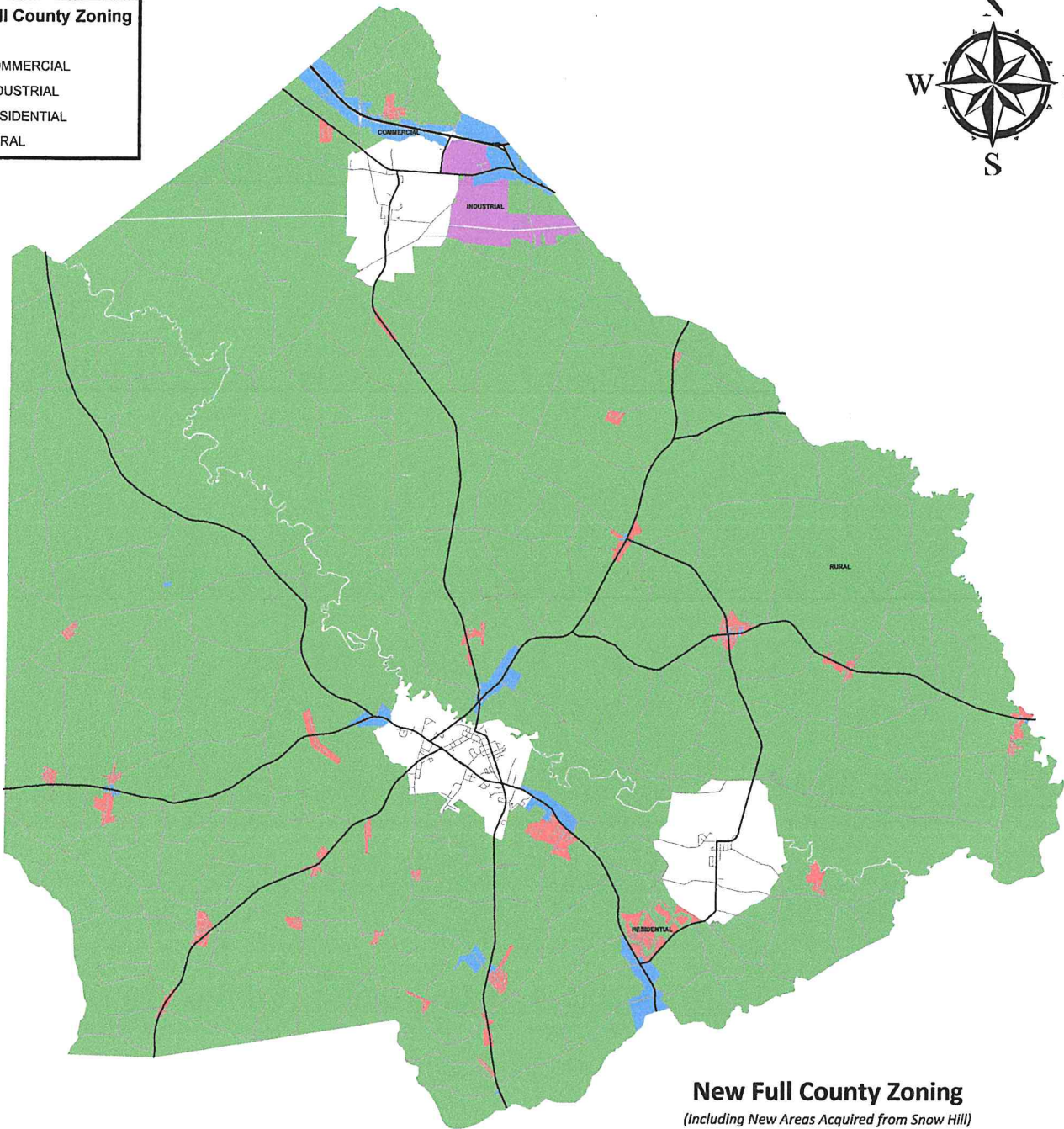






**New Full County Zoning**  
**NAME**

COMMERCIAL
INDUSTRIAL
RESIDENTIAL
RURAL



**New Full County Zoning**

*(Including New Areas Acquired from Snow Hill)*



## Eastern Carolina Council

233 Middle Street, Ste 300

Phone: 252.638.3185

PO Box 1717

Fax: 252.638.3187

New Bern, NC 28560

[www.eccog.org](http://www.eccog.org)



March 22, 2021

Attn: Kyle DeHaven  
Greene County Manager/Clerk to the Board  
229 Kingold Blvd. Suite D  
Snow Hill, NC 28580

Dear Mr. DeHaven,

Enclosed is the 2020 Annual Report for Greene County's *Joint Community Advisory Committee*. Please share the report with the Board of Commissioners. If you have any questions, I can be reached at 252-638-3185.

Sincerely,

Colby F. Smith  
Regional Long-Term Care Ombudsman  
Eastern Carolina Council-Area Agency on Aging

cc: Director, Greene County Department of Social Services  
Victor Orija, State Long-Term Care Ombudsman

**ANNUAL REPORT  
FOR  
ADULT CARE AND NURSING HOME COMMUNITY ADVISORY COMMITTEES**

COUNTY Greene

REPORTING YEAR 2020

COMMITTEE Joint Adult Care/Nursing Home

CHAIRPERSON Linda Dunn

1. *Were all the homes in the county served by the committee?* No  
*If not, why?* All committee activity, including visitation, was stopped in March 2020 due to the COVID-19 public health emergency. Committee activity remains on-hold at this time per the direction of the Office of the State Long-Term Care Ombudsman.
2. *Describe educational efforts by the committee.* All committee activity, including educational efforts, was stopped in March 2020 due to the COVID-19 public health emergency. Committee activity remains on-hold at this time.
3. *Describe community involvement by the committee.*  
Not applicable; see above.
4. *Describe problems encountered by the committee.*  
Not applicable; see above.
5. *Was the committee involved in grievance resolution during the year?*  
Not applicable; see above.
6. *Summarize the strengths and weaknesses of the facilities in the county.*  
Unable to provide due to restricted activities/visits for the last year.
7. *Other comments:*  
None

THE REGIONAL OMBUDSMAN WILL DISTRIBUTE THIS REPORT TO THE COUNTY COMMISSIONERS, THE COUNTY DEPARTMENT OF SOCIAL SERVICES, AND THE DIVISION OF AGING AND ADULT SERVICES.

Prepared by: Colby Smith, Regional Ombudsman

Date prepared: March 22, 2021