



Chowan County Board of Commissioners
Regular Meeting
Monday, October 19, 2020
Chowan County Public Safety Center
305 West Freemason Street
6:00pm

AGENDA

The meeting room will be open to the public and public seating will be set up to adhere to social distancing guidelines.

*If the room reaches maximum capacity, a call-in number is provided below for anyone who wishes to call in to listen to the meeting remotely. Those participating remotely who wish to submit public comment, please see instructions in the agenda below.

To listen remotely call: 1-408-418-9388
Meeting ID Number: 132 882 7866
Passcode: 246926

Regular Meeting

- a. Call to Order
- b. Pledge
- c. Invocation Commissioner Cummings

1. Approval of Draft Agenda

2. Public Comment

Public comment may be taken digitally on all items, with the following guidelines:

- any public comment must be sent in by 5 p.m. the day of the meeting via email to **Susanne.stallings@chowan.nc.gov** OR by calling 252-482-8431 x1 (NO LATER THAN 5:00pm) and leaving a voicemail
- must state which agenda item you are commenting on, or if it is for informal discussion
- must be no more than 350 words.

The Clerk will read public comments into the record during the meeting.

3. Consent Agenda

All items on the Consent Agenda are considered to be routine and may be enacted by one motion. If a County Commissioner requests discussion on an item, the item will be removed from the Consent Agenda and considered separately.

a. Approval of Minutes

Attached are the minutes of the September 21, 2020, September 29, 2020, October 5, 2020 and October 6, 2020 CIP meetings for the Board’s review and consideration.

b. FY 2020 Budget Clean-up Amendment

The Board will review BA 1920-082 which is the final clean up amendment for the FY2020 budget.

c. Tax Refund/Release Report

The Finance Officer has condensed the most current refund release report into a spreadsheet. It is attached for your review and consideration.

4. COVID – CARES ACT Relief Fund

Update

Finance Officer Cathy Smith will provide the Board with a report on the COVID CARES ACT relief funds received to date and any expenditures of these funds. The updated report will be handed out at the meeting.

5. Budget Amendment

The Board will consider the following budget amendments:

BA2021-013

BA2021-014

BA2021-015

BA2021-016

BA2021-017

BA2021-018

BA2021-019

6. Emergency Management Items

Emergency Management Coordinator Cord Palmer will provide the Board with the following items:

Juneve Vessel in Edenton Bay

Mr. Palmer will provide the Board with an update on the grant application to remove the vessel along with a cost estimate for removal.

Non- Congregate Shelter Agreement

The Board will consider an agreement between Chowan County and North Carolina Emergency Management that will allow the County to claim FEMA reimbursement through NCEM when non-congregate sheltering is utilized.

Debris Contract

The County contract for debris hauling will expire in December 2020. North Carolina Emergency Management has recognized FEMA's reluctance for reimbursement of debris cleanup following a disaster because many of these contracts do not meet FEMA requirements. Because of this NCEM has established a statewide debris hauling and monitoring contract that meets all federal purchasing requirements. The Board is asked to consider approval of the use of the state contracts for debris hauling and monitoring.

Evacuation Zone

Emergency Management Coordinator will provide the Board with information on the Evacuation Zones which were established for Chowan County.

Water Tower Corral Space Lease

The Board approved at a previous meeting the installation of corrals for the purpose of attaching antenna. The Board will consider a one year lease with Net-Change and Inteliport with the final approval from the County Attorney's Review.

7. Information Technology - Electronics Disposal

Attached is a list of computer equipment that has been removed from service. The equipment has aged and depreciated out of fixed asset status. Staff is requesting authorized disposal of the assets through electronic disposal. All hard drives have been removed for security.

8. Extension Report to the People

Due to COVID restrictions, Extension staff and volunteers will not host the Commissioners for dinner at the Extension Office but instead this year will come to the Commissioner meeting to provide a video report of their "Annual Report to the People".

9. Finance Officer Report

Finance Officer Cathy Smith will provide the Board with financial reports through the month of September 2020.

10. External Board/Committee Report

Board members are asked to report on the activities of the external boards to which they have been appointed.

11. Manager's Report

County Manager Kevin Howard will update the Board on any pending matters.

12. Timely and Important Matters

13. Closed Session

It is recommended that the Board go into closed session in accordance with NCGS 143-318-11 (a) (6) personnel.

14. Adjourn

Regular Meeting
Monday, September 21, 2020
Chowan County Public Safety Center
305 West Freemason Street
6:00pm

This meeting was recorded. A copy of the recording is in the meeting file labeled September 21, 2020.

Present Chair Patti Kersey, Commissioners Greg Bonner, Ron Cummings, Don Faircloth, Larry McLaughlin and Bob Kirby.

Commissioner Ellis Lawrence was absent.

Staff present County Manager Kevin Howard, Board Clerk Susanne Stallings and Finance Officer Cathy Smith

Call to Order

Chair Kersey called the regular meeting to order and led everyone in the pledge.

Commissioner Faircloth then offered the invocation.

Approval of Draft Agenda

Ms. Stallings noted the budget amendments under Item 9 were numbered incorrectly. The attachments in the packet are however correct. She noted that BA2021- 008, BA2021- 009 and BA2021- 010 should be listed on the agenda. She also noted a request to add BA2021- 011.

Chair Kersey noted that there is a recommendation to table Item #6 to the November 6th meeting.

Commissioner Bonner moved to approve the agenda with recommended amendments. Chair Kersey asked for all in favor, the motion passed unanimously (6-0).

Public Comment

Ms. Stallings noted that no public was signed up to speak and none was submitted.

Consent Agenda

All items on the Consent Agenda are considered to be routine and may be enacted by one motion. If a County Commissioner requests discussion on an item, the item will be removed from the Consent Agenda and considered separately.

a. **Approval of Minutes**

Attached are the minutes of the September 8, 2020 meeting for the Board's review and consideration.

Commissioner Faircloth moved to approve the consent agenda as presented. Chair Kersey asked for all in favor, the motion passed unanimously (6-0).

COA Update

COA President Dr. Jack Bagwell introduced COA Board members Travis Burke, Travis Gilliam and Edenton Campus Dean Robin Zinsmeister. He noted that Commissioner Chair Patti Kersey is also the Chair of the College of the Albemarle Board. He then provided the Board with an update from COA. He provided the Board with a handout on the community impact report for the Edenton-Chowan Campus. A copy of the report is in the meeting file labeled September 21, 2020.

Dean Zinsmeister shared information on the truck driver training program which is projected to start on November 2nd. She thanked the Board for their support of the Edenton-Chowan Campus and programs.

Chair Kersey thanked Dr. Bagwell and Dean Zinsmeister for their work.

COVID – CARES ACT Relief Fund

Update

Finance Officer Cathy Smith provided the Board with a report on the COVID CARES ACT relief funds received to date and any expenditures of these funds. The updated report was handed out at the meeting and a copy of the report is in the meeting file labeled September 21, 2020. The projected funds balance is \$143,754.

Laptop Purchase

Board Clerk Susanne Stallings provided the Board with two quotes for purchasing laptops utilizing COVID monies for the Board of Commissioners to use for remote meetings and automated agendas. Several of the iPads are currently aging out and will need to be replaced soon. She noted that many of the current iPads do not support current apps and also prohibit the Board from accessing word or other documents easily. During the COVID Pandemic not all Commissioner iPads were compatible with any of the online meeting platforms and Commissioners had to come in to the Public Safety Center to use County laptops or utilize their personal laptops for connectivity. The first quote is for a laptop with a touch screen. The second quote is for the same laptop but without touch screen. There will be an additional cost for Microsoft Office. She noted the total cost for laptops with the touch screen option would be \$12,321.26. The non-touch screen option is \$11,860.38.

Commissioner Kirby moved to approve the purchase of the laptops with touch screen and pen option. Chair Kersey asked for all in favor, the motion passed unanimously (6-0).

Commissioner Cummings asked what will happen with the iPads. Ms. Stallings stated that the Planning Board has inquired but the Board may also consider surplus of the iPads.

Planning Items

Public Hearing – Text Amendment

This item was tabled until November 2, 2020.

Planning Board By-Law Amendment

Planner Brandon Shoaf provided the Board with draft bylaw amendments as recommended by general statutes and the Planning Board. He noted that Staff feels these rules of procedures and bylaws are a necessary part of the 160D statutory update process. He said that under the list of things that must, and may, be amended at the County level are bylaws for advisory boards. The Planning Board is such a board. Advice from the UNC School of Government says that the County may adopt bylaws for the Planning Board, based on the new statutes. He stated he thinks that it's good to have these bylaws and will also be proposing the Board of Adjustment have something similar. He said he took what was

done some years ago, that were rules of procedures, updated those based on the GS and other jurisdictions examples and created what you have attached here. If adopted, new statutes state they must be posted on our webpage. He added that at their regular meeting in September, the Planning Board, unanimously voted to recommend these Rules of Procedure and Bylaws for the Board's approval.

A copy of the recommended by-laws is in the meeting file labeled September 21, 2020.

Commissioner Bonner moved to approve the by-laws as presented. Chair Kersey asked for all in favor, the motion passed unanimously (6-0).

Report from EMS Response Committee

Mr. Howard provided the Board with a PowerPoint of the EMS Assessment Response Committee report. A copy of the PowerPoint is in the meeting file labeled September 21, 2020.

Below are the highlights from the report:

Ownership

Recommendation: paper or electronic customer satisfaction surveys

Response: Our intent is to conduct a survey this fall and have results tabulated by the end of December.

Organizational Structure

Recommendation: Each shift needs a functioning supervisor to handle daily activities and operations in the absence of administrative personnel. This process also creates a career ladder. (retention tool) Detailed job descriptions and policy/procedures should be developed in order for this process to be successful.

Response: As part of the FY 20-21 budget the board approved creating 4 shift supervisor positions. Job descriptions for the positions have been created and procedures are being developed to interview and select the shift supervisors which includes a panel to assist in interviewing the potential candidates. Our intention is to have the positions filled in early October.

Strategic Planning

Recommendation: Chowan County should explore the opportunities for a thorough Strategic Planning process for the EMS Department. *Example:
<https://www.vbems.com/download/executive/EMS%20Strategic%20Plan.pdf>

Response: The department has developed 0-2, 2-5, 5-10 and 10-15 year plans. (See Attachment C). The plans will be updated annually as part of the budget process

Accounts Receivable

Recommendation: Perform a thorough evaluation of the vendor's accomplishments compared to other vendors to ensure that you are maximizing collections for the contracted percentage of your contract. This is a very competitive business and the vendors are eager to get new customers.

Consider including a statement in the Budget Ordinance that all EMS fees such as mileage are set at "130% above the Medicare Allowable Rate". This prevents the potential loss of revenue between changes to the Federal Reimbursement rates and the local Board approval process or budget cycle.

Response: Fees were adjusted as suggested with the adoption of the FY 20-21 budget. EMS staff worked with billing company to improve how paperwork is filled out by providers. Currently there is not a back log due to paperwork being filled out incorrectly. Tax office has taken over management of accounts in the State debt setoff system and will be handling delinquent accounts. The Tax Director has access to more resources to collect delinquent funds.

Compensation Package

Recommendation: Perform a very thorough assessment of the benefits package available to employees. Make improvement changes where appropriate and highlight the benefits package to current and prospective employees in a simple and easy to understand format.

Recommendation: Conduct a salary survey of the region to ensure that the county is competitive. Consider sign-on bonus, longevity pay, part-time incentive pay (+ 15%), and paid educational programs in an effort to improve recruitment and retention. Be sure to recognize EMS staff as well as 911 tele communicators, during EMS Week, for the contributions they provide to the agency.

Recommendation: Review the following for additional best practices for recruitment and retention.

***Michigan Center for Rural Health Study Presentation**

Response: We had intended to make a recommendation during the FY 20-21 budget process but due to issues with Covid19 impacts on revenue it will be discussed as part of the FY 21-22 budget process.

Recruitment & Hiring

Recommendation: Develop high quality relationships with teaching institutions such as the Community Colleges. Place major emphasis on participation in the educational process such as guest lectures, presentations, presenting, clinical internships, etc. Prospective employees need to see your commitment to the educational and clinical processes.

Recommendation: Develop a program to hire high quality Basic EMTs and guide/assist/mentor them through the educational process to obtain Paramedic credentials. This process can develop very loyal employees who feel committed to the department and the community.

Response: We are able to get a list of credentialed people in our area from NCOEMS. We are currently doing direct recruitment to qualified individuals in the area. Also working with current employees to further their credentialing.

Employee Training & Development

Recommendation: The importance of a Training/Preceptor/Mentorship component for new hires is often understated. This action was probably not avoidable; however, it needs to be phased out as new employees are hired into the system. Furthermore, a long term reassignment could have negative effects on recertification of credentials, continuing education, and overall clinical care. Online continuing education does not adequately fulfill the needs of a progressive system. Continuing Education was the #2 most identified weakness on the employee surveys.

Response: One of the new shift supervisors will be responsible for scheduling training. One current employee received training certification.

Chair Kersey stated she would recommend that staff prepare a matrix that shows the outcome of the new accounts receivable protocol to see any improvements.

Mr. Howard stated that this will be shown in the budget process.

Chair Kersey thanked each of the committee members for their work.

Commissioner McLaughlin asked about the strategic plan response regarding partnering with the local school for a program. He asked if the Director has spoken with Casey Bass about this initiative.

EMS Director Colin Ryan stated he has worked on this with the COA EMS Director. He noted that a new director has been hired and that he will look into getting program in place going forward. He stated that some neighboring Counties have this program and he feels it is important to get it right.

Mr. Howard noted that Sheriff Edward Basnight and Deputy Andy Bunch were present to discuss the 911 portion of the study.

Deputy Bunch stated that the Sheriff's office would like for the Board to know they wish to renew the proposal to look at salaries in the 911 and Sheriff budgets. He stated that the current salaries are holding Chowan back with regards to recruitment and retainment. He stated that there is a desire to keep salaries competitive.

Chair Kersey asked if the items in the report were addressed individually.

Deputy Bunch stated that certifications are being obtained and many of the items in the report were already in the works when they met with the group.

Resolution - Domestic Violence Awareness Month

Chair Kersey noted that the Board is asked to consider a resolution from the Albemarle Hopeline which proclaims October 2020 as Domestic Violence Awareness Month.

Commissioner McLaughlin moved to approve the resolution as presented. Chair Kersey asked for all in favor, the motion passed unanimously (6-0).

PROCLAMATION FOR DOMESTIC VIOLENCE AWARENESS MONTH

OCTOBER 2020

WHEREAS, domestic violence includes not only physical abuse, but also mental abuse, emotional abuse, financial abuse, isolation, and sexual violence; and

WHEREAS, intimate partner violence accounts for 15% of all violent crime; and

WHEREAS, 1 in 4 women and 1 in 9 men experience severe intimate partner physical violence, sexual violence, or stalking; and

WHEREAS, according to the North Carolina Coalition Against Domestic Violence, there were 57 homicides attributed to domestic violence in North Carolina in 2019, and 44 to date already in 2020; and

WHEREAS, the Chowan County Board of Commissioners recognizes the significant impact of domestic violence on individuals, families, children, schools, and workplaces in our community; and

WHEREAS, by working together, we can raise awareness and break the cycle of violence in order to build communities that are safe for everyone;

NOW, THEREFORE, I, Patti Kersey, Chair of the Chowan County Board of Commissioners, do hereby proclaim October, 2020, as "DOMESTIC VIOLENCE AWARENESS MONTH", and commend its observance to all citizens.

Budget Amendment

Finance Officer Cathy Smith provided the Board with the following budget amendments:

BA2021-008

Account Number	Account Description	Revenue (Inc+/Dec-)	Expense (Inc+/Dec-)
Cooperative Extension			
11-3495-372-00	4H United Way	1,061.50	
11-4953-445-00	4H United Way		1,061.50
11-3495-381-00	Community Benefit/Health	2,000.00	
11-4953-481-00	Community Benefit/Health		2,000.00
11-3495-382-00	Grow to Eat Grant	1,500.00	
11-4953-452-00	Grow to Eat Grant		1,500.00
11-3495-384-00	Master Food Grant	1,000.00	
11-4953-454-00	Master Food Grant		1,000.00
Recreation			
11-3612-499-01	Cubbie Water Buddies Grant	3,100.00	
11-6132-450-01	Cubbie Water Buddies Grant		3,100.00
	Balanced	8,661.50	8,661.50
Justification:			
<i>To amend the 2021 budget to include grant funding from Vidant Health and United Way.</i>			

BA2021-009

Account Number	Account Description	Revenue (Inc+/Dec-)	Expense (Inc+/Dec-)
Capital Projects			
32-3810-033-00	Contribution from Capital Reserve	24,409.00	
32-8100-606-00	Library Repairs		24,409.00
Capital Reserve			
33-3990-990-00	Fund Balance	24,409.00	
33-9800-980-32	Transfer to Capital Project		24,409.00
	Balanced	48,818.00	48,818.00
Justification:			
<i>To amend the 2021 budget to include repairs made by AR Chesson to the Library. This was approved by the BOCC at the 09/08/20 meeting.</i>			

BA2021-010

Account Number	Account Description	Revenue (Inc+/Dec-)	Expense (Inc+/Dec-)
Social Services			
12-3531-230-15	APS/CPS Assessments	10,349.00	
12-5380-539-98	APS/CPS Assessments		10,349.00
	Balanced	10,349.00	10,349.00
Justification:			
To amend the 2021 budget to include CARES Act funding for APS/CPS Assessments.			

BA2021-011

Account Number	Account Description	Revenue (Inc+/Dec-)	Expense (Inc+/Dec-)
Social Services			
12-5310-121-00	Salaries - Regular		(2,000.00)
12-5310-329-00	Interpreter Services		2,000.00
	Balanced	-	-
Justification:			
To amend the 2021 budget to include additional Interpreting services for non-english speaking clients. The initial budget request was \$3,000 but the approved budget was \$1,500.			

Commissioner Kirby asked if there is a mandate to provide interpreters at DSS.

Ms. Smith stated the County is required to pay for their services. She stated she was not sure if it was mandated.

Mr. Howard stated he can look into it, that interpreters are required for 911.

Commissioner Kirby requested to separate the budget amendments. He then moved to approve BA2021-008, BA2021-009 and BA2021-010. Chair Kersey asked for all in favor, the motion passed unanimously (6-0).

Commissioner Bonner moved to approve BA2021-011. Chair Kersey asked for all in favor, the motion passed (4-2 Kirby and Cummings).

Finance Officer Report

Finance Officer Cathy Smith provided the Board with financial reports through the month of August 2020. A copy of the report is in the meeting file labeled September 21, 2020.

Contract with the Town of Edenton

Ms. Smith provided the Board with a contract with the Town of Edenton for assistance with data entry in the Finance Office.

Mr. Howard stated that there is only one accounts payable employee in the Finance Department. He stated the employee has had to be out of the office. The Town of Edenton uses the same software as the County and are willing to enter invoices to assist the County. He stated that currently there is no need to contract this support, however if the need arises again, he would like to have a contract in place where they can do something. He stated this contract expires November 2020. He stated this would only be used for short term. He asked that the Contract be approved based on review by the County Attorney.

Commissioner Faircloth moved to approve the contract based on review and approval by the County Attorney. Chair Kersey asked for all in favor, the motion passed unanimously (6-0). A copy of the draft contract is in the meeting file labeled September 21, 2020.

External Board/Committee Report

Chair Kersey stated that the Board members are asked to report on the activities of the external boards to which they have been appointed.

Commissioner Kirby stated that the Albemarle Commission has discussed the regional monies received for COVID. He stated that of the 10 member Counties it appears that only Chowan and Pasquotank are thinking outside the box for projects. He stated that Pasquotank is also working on a broadband initiative to install corrals at their water tower.

Manager's Report

County Manager Kevin Howard updated the Board on the following matters:

- Fishing Pier bathroom materials are in place
- Library they are waiting on a start date for this project
- COA parking lot he will have bids on the next meeting agenda
- Ag Building bids are due this Friday
- Info on COVID Grants for small businesses and nonprofits will be on the next meeting agenda.

Timely and Important Matters

¼ Cent Sales Tax Referendum

Commissioner McLaughlin stated that he has looked at the sample ballot for the November election. He stated that there have been questions from the public about the referendum. He has shared information with the press and constituents about the monies from the referendum being designated by resolution of the Board to the John A. Holmes High School project. He stated that voting will soon begin and he feels the Board needs to get the word out. He stated the law does not allow the wording on the ballot to note the funds are for the high school project. He stated that he hoped to get the Board of Education out supporting the referendum as well. He noted that ¼ cent is about \$292,000 based on the 2017 collections. He stated that this type of tax is paid by all residents and visitors. He stated he hoped the Chowan Herald would get an article out about the referendum to help with educating the public. He noted that the law restricts the County from utilizing County funds to promote the referendum however Commissioners are able to promote it. He stated he planned to write a letter to the paper on the matter and encouraged Board members to use social media to get the information out to the public.

Chair Kersey stated she agreed it is very important to get the word out on what the sales tax is to be used for. She stated that Commissioners can advocate for the sales tax. She stated she planned to email

the Board of Education Chair with the hopes the Board of Education has a plan to assist with educating the public.

Mr. Howard stated that County funds cannot be spent to educate the public but the County can put out information on what the sales tax is to be used for.

Frozen Positions

Mr. Howard noted that the 2020-21 budget includes frozen positions in Building Inspections and Housekeeping. He stated that he will allow Maintenance to advertise their vacancy soon because they are down staff in that department. He noted the monies are in the budget already for this position.

Adjourn

Commissioner Bonner moved that the meeting be adjourned. Chair Kersey asked for all in favor, the motion passed unanimously (6-0)

Patti F. Kersey, Chair

Susanne Stallings, Clerk

Special Joint Meeting
Tuesday, September 29, 2020
Cashie Convention Center
118 County Farm Road
Windsor, NC.

7:00pm

This meeting was recorded. A copy of the recording is in the meeting file labeled September 29, 2020.

The Chowan County Board of Commissioners met in a Special Called Meeting with the Bertie County Board of Commissioners, Martin County Board of Commissioners and the Bertie-Martin Regional Jail Commission on Tuesday, September 29, 2020 at 7:00 p.m. at the Cashie Convention Center, 118 County Farm Road, Windsor, NC.

ASSEMBLY

Chowan County Commissioners and Staff in attendance: Chair Patti Kersey, Commissioner Ron Cummings, Commissioner Bob Kirby, Commissioner Larry McLaughlin, Commissioner Don Faircloth, Commissioner Greg Bonner, Clerk to the Board Susanne Stallings, and Sheriff Edward Basnight. Commissioner Ellis Lawrence and County Manager Kevin Howard were absent.

Martin County Commissioners and Staff in attendance: Chairman Tommy Bowen, Vice Chairman Dempsey Bond, Jr., Commissioner Elmo "Butch" Lilley, Commissioner Ronnie Smith, County Manager David Bone, Clerk to the Board Jessica Godard, Finance Officer Cindy Ange, and Sheriff Tim Manning. Commissioner Joe R. Ayers was absent.

Bertie County Commissioners and Staff in attendance: Chair Ron Wesson, Commissioner John Trent, Vice Chair Tammy Lee, County Manager Juan Vaughan, and Clerk to the Board Sarah Tinkham. Commissioner Ernestine Bazemore and Commissioner Greg Atkins were absent.

BMR Jail Commission and Staff in attendance: Chair/Martin County Commissioner Dempsey Bond, Jr., Vice Chair/Bertie County Commissioner John Trent, Martin County/Director John MacDonald, BMR Jail Administrator Terrence Whitehurst, and BMR Jail Deputy Administrator/Secretary Lydra Freeman. Bertie County/Director Dianne Bazemore and Martin County/Director William Stalls were absent.

Bertie County Chair Wesson, Martin County Chair Bowen, Chowan County Chair Kersey, and BMR Jail Chair Trent called the meeting to order at 7:00 p.m.

STATEMENT OF PURPOSE OF MEETING

Martin County Manager Bone stated this meeting was a culmination of two years of discussion and efforts. County Manager Bone recalled in October of 2018, Chowan County Manager Kevin Howard sent a letter asking Bertie and Martin Counties if the counties were willing to consider the feasibility of Chowan County joining the Bertie-Martin Regional Jail. The managers of the three counties met several days later to discuss the matter. Additionally, the Bertie-Martin Regional Jail (BMRJ) Board

met several weeks later and expressed a desire to consider the expansion of BMRJ to include Chowan County.

County Manager Bone further stated an Inter-Local Agreement was drafted to document the desire of the Boards of Commissioners of the three counties to proceed with a study to evaluate this matter. Additionally, a Request for Qualifications (RFQ) document was drafted and distributed concerning a study of this matter.

The Boards of Commissioners of Martin, Bertie and Chowan Counties held a joint meeting about this matter on March 28, 2019. All three counties agreed to move forward. Interviews for the Bertie-Martin Regional Jail Feasibility Study Consultants were held on June 12, 2019. The BMRJ Board met on June 13, 2019 and agreed to move forward with negotiations with Moseley Architects. Moseley drafted a scope of services, and the proposal was approved by each county's Board of Commissioners.

Moseley Architects and their partners in the financial analysis, Davenport Consultants, were present at tonight's meeting to present the findings of the study. With Moseley Architects was Todd Davis and Dan Mace. Ms. Kim Hamby of the Timmons Group (the civil engineering firm that conducted the site review) was also present. Finally, with Davenport Consultants was Mr. Ted Cole.

Martin County Manager David Bone stated no decision was expected at this meeting. Each Board was to receive the presentation and have discussions and ask any questions afterward.

Presentation of Jail Study Report

A copy of the Jail Study Report is in the meeting file labeled September 29, 2020.

Mr. Dan Mace with Moseley Architects reviewed a general agenda for the presentation. The agenda included team introductions, needs assessment and bed projections, development options (one with Chowan County and one without), Davenport financial report, and time for questions. Mr. Mace stated the information represented a lot of time and effort as staff looked at the current facility. The projections were based on five years of data, and he stated the projections did not reflect 2020, due to the year not being over and the effects of COVID-19 on the jail populations.

Mr. Todd Davis with Moseley Architects provided information about bed projections to try and identify growth needs for the jail, to determine how to move forward. Figures discussed included the inmate average daily population at BMRJ and historical admissions to BMRJ. Other figures discussed included BMRJ average length of stay and projected admissions.

Mr. Davis stated information had been provided from the jail from the previous five years in order to conduct this study. BMR Jail was rated for 90 beds. Charts showed that BMRJ had exceeded its rated capacity (what the state rates the jail facility at when it is built) and its operational capacity (classify and separate offenders by law) consistently over the past 5 years.

Mr. Davis reviewed historical admissions to BMRJ and the projected admissions through 2045. Based on current jail data and the county population census, the number of admissions shown followed similar growth as general county population growth. Mr. Davis further explained determining the average length of stay (ALOS) was critical to bed-space projections. He said the longer the ALOS, the greater the need for bed-space. Mr. Davis reported the ALOS of BMRJ was much lower than many other counties, but staff was encouraged to stay on top of that to keep that number as low as possible.

Next, Mr. Davis explained the BMRJ calculation of peaking ratio, which helps determine when additional space may be needed. The next category discussed was classified (ADP increased by 20%) and peaked projection, which predicted the BMRJ forecasted population using the highest admission rate. These figures indicated the BMRJ facility needed to be expanded to approximately 140-142 beds to accommodate 2045 needs going forward.

Next, Mr. Davis discussed the inmate bed projections for Chowan County jail only, stating the information was very similar to the BMRJ information. The numbers almost matched Bertie and Martin populations, just on a smaller scale. Mr. Davis said Chowan County's population was also decreasing, but not as rapidly as Bertie or Martin counties. Mr. Davis discussed inmate average daily population, historical admissions, projected admissions, average length of stay, peaking ratio, and forecasted population using the highest admission rate. The information discussed indicated the Chowan County bed needs reflected a design need of approximately 42 beds to address the 2045 projections going forward.

Mr. Davis then discussed the BMRJ plus Chowan County combined forecasted population using the highest admission rate. Based on those projections, a total of 191 beds would be recommended to meet the classification and peaking requirements through the year 2045.

Mr. Mace said he existing facility was reviewed and they made recommendations for improvement on the aging facility. As population increased over time, the current facility had some things that were lacking. There was a need for multiple types of housing to separate different classes of inmates. It was not recommended to build a single housing using, but instead several smaller units were recommended.

Ms. Kim Hamby of the Timmons Group discussed two charts showing separate options for expansion of the BMR Jail facility. Because of the location of the jail and the condition of the surrounding land, expansion would have to go forward, instead of off the sides of the current structure. Space for parking was considered and discussed, as well.

Mr. Mace stated the core spaces of the current jail were inadequate to accommodate a proposed expansion. Those inadequate core spaces discussed were intake/booking, property storage, kitchen area, medical area, lobby, visitation space, etc. It was recommended those things be considered as adding on these spaces later would be very difficult. Option 1 showed new core spaces that were suggested with the expansion. Option 1 showed an addition of 101 new beds (32,000 square feet), on top of the current 90. Mr. Mace explained the new proposed housing units were very staff efficient. There was a proposed single story 8-bed restrictive housing unit for inmates that had to be separated from the general population.

Option 2 addressed the BMR Jail needs, with room for an additional expansion at a later date, if Chowan decided to join at a later date. There was one less housing unit, and a 16-bed restrictive housing unit. Option 2 included the addition of 47 new beds (24,000 square feet). The estimated cost of option 1 with the addition of Chowan County was \$17,844,966.56. The estimated cost of option 2 expansion without Chowan County was \$14,043,284.06.

Mr. Ted Cole with Davenport Consultants was present to discuss the financial elements of the potential project(s). The goals and objectives were to:

- Review and summarize historical financial performance of the Commission, including revenues, expenses, debt service, capital investment, and reserve balances in order to develop a baseline financial forecast for existing revenues and expenses.

- Develop a forward looking pro forma financial model to analyze the projected performance of BMRJ under the current operating profile and alternative scenarios (e.g. renovations, an expanded facility, operational benefits/costs of expansion, and adding Chowan County as an additional member).
- Calculate the impact of member counties of different renovations and expansion scenarios both with and without the addition of Chowan County to the Commission.
- Utilizing the pro forma financial model and other historical data, develop a series of “buy in cost” methodologies and analyses, which will provide a range of the potential “buy in” costs for Chowan County.

Mr. Cole highlighted the historical financial performance of the BMR Jail Commission since 2015, discussing various line items (revenues, expenditures, new revenue available for debt service, capital outlay, surplus, ending funding balance). Overall, the information showed that the BMR Jail Commission maintained percentage of fund balance over 30% in 2018 and 2019. The minimum acceptable amount of percentage of fund balance should be at least 20% of the operating budget in reserves.

Davenport staff was using the 2021 budget as the basis of projections. Projections would be effective for FY 2022 and beyond. The fund balance should remain at 20%. The county pro rata contributions based on 2019 populations were:

Without Chowan County:

Bertie County – 45.89%

Martin County – 54.11%

With Chowan County:

Bertie County – 34.51%

Martin County – 40.69%

Chowan County – 24.80%

Three scenarios would be discussed: 1) do nothing, 2) smaller expansion with just Bertie and Martin Counties, and 3) larger expansion with the addition of Chowan County.

In order to account for potential increase in facility size and projected growth in the average daily population (ADP) of inmates, the following two expense forecasting methodologies had been established:

- Expenses per bed: these expenses are assumed to grow in line with the bed capacity in the jail in any given fiscal year.
- Expenses per inmate: these expenses are assumed to grow in line with the projected ADP in any given fiscal year.

Expenses per bed and per inmate estimates were calculated based on FY 2021 budgeted expenses and assumed to grow at an inflation rate of 3%. The 2021 budget was discussed, and the per bed and per inmate costs were about the same (approximately \$31,000) in the 2021 budget.

Capital Funding Assumption – for purposes of this analysis, three scenarios were analyzed based on Moseley’s two expansion options. In all scenarios, construction/design was assumed to begin in FY 2022, and construction was anticipated to be completed at the start of FY 2024.

Scenario A – no expansion, no project, only showing inflation with BMRJ. The contributions were projected through FY 2030. The total contributions over the next 10 years were \$3,836,488.

Scenario B – Small expansion with BMRJ only without Chowan County. The projected expenses were \$5,145,140 through FY 2030. Scenario C – Large expansion with the addition of Chowan County. The projected expenses were \$6,635,246. In scenario C, it was assumed Chowan County would begin contributing once operations of the expanded facility began in FY 2024. Negotiations could take place to have Chowan County start paying on that debt service right away, as opposed to waiting until FY 2024.

Under Scenario C, the existing members may consider buy-in compensation from Chowan County for joining the BMRJ Commission. Based on fixed assets on BMRJ books, fixed assets of existing facility, and cash balances, the Chowan buy-in amount was estimated to be \$551,441. Other things to be considered were the insured value/replacement value of the existing facility, any “good will” or value of the existing Authority structure being established, and any incremental cost of expansion.

The timing of a buy-in payment, if any, needed to be established. There were several alternatives, including a single upfront payment, direct annual payments to the existing members over a period of time, or annual reductions in existing member contributions over a fixed period of time.

Mr. Cole stated there were more in-depth scenarios available in the handouts, and staff would be available to answer any questions afterwards, if needed.

Chowan Commissioner Kirby asked Mr. Cole to review the information regarding the per bed/per inmate amount on page 6 of the presentation. He asked if the \$30 per day amount was typical. Mr. Davis with Moseley Architects stated that number was actually low, reporting the state of North Carolina had a per diem rate of \$40 per day plus revenue.

Martin County Commissioner Smith stated the average cost allocation per inmate was \$111(+) daily. He reported the jail cost allocation for personnel costs was 64%, operating costs was 21%, and facility/indirect fees was 15%. Commissioner Smith stated in 2019 in North Carolina, there were approximately 1.9 million charges. 1.6 million of those charges were misdemeanors, and only 343,000 felonies. He stated 85% of people in North Carolina jails were facing \$2,500 or less in bonds. He stated there was a lawsuit in Alamance County, NC by the ACLU that may affect the entire state related to bonds. Commissioner Smith reported on studies that center around bond reform and expressed the need for bond reform in North Carolina. He stated there were many people in jails that suffer with mental illness, as well. Further, Commissioner Smith stated he was in favor of regionalization and collaborations, and he said there might be available money in the future to help with that type of operation.

Bertie Commissioner Lee echoed Commissioner Smith’s comments, stating there was lots that could be done to keep the jail population down across the state of North Carolina. She spoke of the importance of review of inmate sentences and bonds in order to keep the population down.

Bertie Chair Wesson stated he supported the bond reform that Commissioner Smith spoke about. He stated he had spoken with Representative Ed Goodwin prior to the meeting, and he was told the state of North Carolina was considering special funds for this type of project (regionalization).

Commissioner Smith reiterated inmate reviews were crucial (who is in jail, why are they in jail, etc.). Commissioner Smith spoke about the racial disparities among inmates. The responsibility falls back on the County to take care of the people in their jails. Commissioner Smith stated there were other

jails that had active programs to help reduce the inmate population, especially for unnecessary incarcerations.

Chowan County Commissioner Bonner asked if the number of proposed beds in the presentation would be necessary and if the boards need to wait on committing to the expansion. Commissioner Smith stated he felt the three counties should collaborate, no matter how many beds were proposed. Bertie Chair Wesson stated there was a large problem with inmates with mental illness, stating outpatient mental health services were less than optimal. Many inmates were in jail solely because of their need for mental health services. Commissioner Trent stated that needed to be taken into consideration before making a final decision before spending a large amount of money on this project.

Bertie County Commissioner Lee stated she was opposed with the proposed amount of money to be spent on new “core areas”, and she stated a different design for just housing made better sense. The new dormitory was built in 1996 and the original part of the jail was built in 1982. Commissioner Trent stated several years ago, around \$400,000 was spent on upgrades and renovations. He stated things like that needed to be thought about too, as the cost may be increased from the presented projections.

Bertie County Chair Wesson stated the Boards should advocate for the right kinds of changes, stating there are people that need to be in jail, but some do not. Commissioner Smith stated statistics showed that if someone is in jail for an extended time, they are likely to lose employment, etc. Once that person is out of jail, they were more likely to go out and commit another crime to “catch up”. He voiced his concerns that pre-trial time periods were too slow, affecting the jails as well. Commissioner Smith again stated a collaboration between the three counties would be better financially, and he stated timing was key.

Bertie County Chair Wesson asked Chowan County staff what the urgency was for their facility and what their concerns were. Chowan County Sheriff stated the jail was approximately 40 years old and was not in great shape. Their capacity was 23, but their population was typically above that (28 on the day of the meeting). There were cells that had to be shut down, due to broken windows and other situations. He stated the bond reform had been being discussed for years but had not happened yet.

Commissioner Trent stated Chowan County had an offer from Albemarle Jail for a \$500,000 buy-in years ago and asked why that did not happen at the time. Chair Kersey stated that was before her time, and she did not have the information or a reason why that project did not proceed.

Chowan County Chair Kersey asked what the next steps after tonight would be going forward. Bertie County Chair Wesson stated no decision was needed tonight, but each Board should take the information back to make a determination soon. Since the facility would not be available for use by Chowan County until 2024, the Chowan County Sheriff stated the jail would have to operate as it is, until the new facility was operational. Chowan County had to spread inmates around to other counties to keep their jail population down.

BMR Jail Board Member MacDonald stated, “We need to be proactive, not reactive”. He stated there would always be people in jails, no matter what changes were made regarding bond reform and charges. Even though this project would cost money, it may open doors for more funding in the future.

Mr. Mace thanked the Boards for their time. He stated staff would be available for any further questions. He said that many jails their staff evaluates have many of the same issues that BMR Jail

was facing. He stated whether an expansion was done or not, there were still needs that needed to be addressed in the current facility.

Bertie County Chair Wesson asked if Martin and Chowan Counties were a part of the opioid litigation. Martin County Commissioner Smith stated it did not matter, because all counties would receive funds, even if they did not participate in the lawsuit. He stated counties would be able to control part of their funding themselves, without restrictions.

The consensus was to have each Board review the information presented, pass their decision along to the County Managers and have a decision about how to proceed by the end of October 2020. Discussions were had about possibly waiting until new Board Members were brought on board after the elections in November 2020, but the consensus was to go ahead and make a decision now with current Board Members.

ADJOURN

With no further business to discuss, Bertie County Chairman Ron Wesson adjourned the meeting at 8:42 p.m. with no objections.

Patti F. Kersey, Chair

Susanne Stallings, Clerk

Regular Meeting
Monday, October 5, 2020
Chowan County Public Safety Center
305 West Freemason Street
6:00pm

This meeting was recorded. A copy of the recording is in the meeting file labeled October 5, 2020.

Present Chair Patti Kersey, Commissioners Greg Bonner, Ron Cummings, Don Faircloth, Larry McLaughlin and Bob Kirby.

Commissioner Ellis Lawrence was absent.

Staff present County Manager Kevin Howard, Board Clerk Susanne Stallings, County Attorney Lauren Arizaga-Womble and Finance Officer Cathy Smith

Call to Order

Chair Kersey called the regular meeting to order and led everyone in the pledge.

Commissioner Kirby then offered the invocation.

Approval of Draft Agenda

Commissioner McLaughlin moved to approve the agenda as presented. Chair Kersey asked for all in favor, the motion passed unanimously (6-0).

Public Comment

Ms. Stallings noted that no public was signed up to speak and none was submitted.

COVID – CARES ACT Relief Fund

Ms. Smith provided the Board with an update on the COVID19 funds. A copy of the updated report is in the meeting file labeled October 5, 2020.

Commissioner McLaughlin asked for clarification on the amounts for the small business grants where some got \$5,000 and some got \$2,500.

Ms. Smith explained that the small businesses who were awarded grants on the first round were eligible for a second grant, so the max any business could get was \$5,000. Those that got \$2,500 were awarded a grant on the first round.

Commissioner Kirby asked about the sanitation supplies and the expense for the Senior Center.

Ms. Parker noted that some of the expense is for grocery supplies, trays, bags and PPE to protect those delivering and receiving the meals.

Mr. Howard asked the Board how they would like for him to proceed. He noted that he and the Finance Officer needed to review the grant applications to ensure the applicants qualify.

Commissioner Kirby stated that he wanted to go ahead and get the grants awarded.

Commissioner Faircloth moved to authorize the expenditure of the grant funds for the small business and non profit applications pending Manager and Finance Officer approval. Chair Kersey asked for all in favor, the motion passed unanimously (6-0).

Water Department Items

Salt Tank Replacement

Water Director David Tawes provided the Board with quotes to replace the salt tank for the Valhalla Water Treatment Plant. He noted the tank has broken down a couple of times. He stated the laterals have broken and there are repairs needed to the aging fiberglass. He stated he has determined now is the time to replace the tank. He stated he requested quotes from three different vendors and two quotes were received. He noted that Daparak is the lower price at \$50,214 however the tank they are quoting a smaller tank. He stated that Perry Fiberglass is more expensive at \$57,500 but the capacity of the tank is what they currently have. He noted that \$50,000 is in capital outlay budgeted for the tank. He stated they are asking for an additional \$7,500 for the tank purchase.

Commissioner Kirby inquired about the paint color of the tank.

Mr. Tawes stated the current tank was not painted.

Chair Kersey noted the budget amendment utilizes monies from the professional services line within the Water Fund.

Commissioner Kirby moved to accept the bid from Perry Fiberglass in the amount of \$57,500. Chair Kersey asked for all in favor, the motion passed unanimously (6-0).

BA2021-012

If the above agenda item is approved the Board will also consider approval of the attached budget amendment BA2021-012.

Commissioner McLaughlin moved to approve the budget amendment BA2021-012. Chair Kersey asked for all in favor, the motion passed unanimously (6-0).

Account Number	Account Description	Revenue (Inc+/Dec-)	Expense (Inc+/Dec-)
Water Department			
61-7120-192-00	Professional Services		(7,500.00)
61-7120-510-00	Capital Outlay - Equipment		7,500.00
	Balanced	-	-
Justification:			
<i>To amend the 2021 budget to increase Capital Outlay for replacement of the water tank at Valhalla. No additional funding is being requested; Funds will be transferred from Professional Services.</i>			

COA Parking Lot

Mr. Howard noted that bids were due on Friday, October 2, 2020 for the parking lot extension at COA. Mr. Howard noted that bids were mailed to 8 contractors and the County received 5 back. He stated that the low bidder Whitehurst Sand Company is recommended with a bid amount of \$133,301.07.

Commissioner Kirby asked what the estimated budget amount was.

Mr. Howard stated \$150,000.

Commissioner McLaughlin stated his pleasure with having multiple bids. He then moved to accept the low bid from Whitehurst Sand Company. Chair Kersey asked for all in favor, the motion passed unanimously (6-0)

Ag Building Roof Replacement and HVAC Repair

Mr. Howard provided the Board with bid information and the architect recommendation for the roof replacement and HVAC repairs at the Ag Building. He noted the architect estimated \$490,000 for the project for Option 1. He noted the low bids are \$378,214. He noted the budget includes a contingency of \$30,333. He noted the low bidders were Central Heating and Air Conditioning of Kinston and Owens Roofing. He noted that Option 1 takes the building back to its original design but corrects the ventilation issue.

Commissioner McLaughlin asked if the CIP Committee could review the design options and bring back a recommendation.

Mr. Howard noted that a point for consideration is the cost of materials is going up.

Commissioner McLaughlin stated he wanted to feel comfortable with the decision and that the systems will work properly.

Mr. Howard stated the Board of Commissioners selected Option 1.

Commissioner McLaughlin asked if insulation could be added later.

Mr. Howard stated he could ask the architect and a change order could be done later if the Board wishes to do that.

Commissioner Kirby stated his concern over changing the specs after receiving the bids. He stated he did not want to, not award the bid with the potential for increased materials pricing.

Mr. Howard noted that Option 2 is about \$160,000 more than option 1 and that included insulation.

Commissioner Faircloth noted that Option 2 includes sheathing which is very expensive.

Commissioner Kirby stated he did not want to slow down the project. He then moved to accept the proposal of \$378,214 the bids from Central Heating and Air Conditioning of Kinston and Owens Roofing as presented. Chair Kersey asked for all in favor, the motion passed unanimously (6-0).

Public Hearing Motion

Chair Kersey noted that the proposed text amendment to the Chowan County Zoning Ordinance “7.05 Requirements for Wireless Telecommunications Sites, New Wireless Support Structures or Substantial Modification of Wireless Support Services” that was previously advertised to be held at the September 21, 2020 meeting was tabled to allow staff the opportunity to revise the presentation of the text to

highlight current text and proposed amendments. Because the item was tabled, and to allow for proper advertisement of the new hearing date, it was recommended that the public hearing be held on November 2, 2020. In accordance with Article XIV of the Chowan County Zoning Ordinance, it would be in order for the Board to make a motion to advertise the public hearing for November 2, 2020 and note the extenuating circumstances that exist to waive the restriction of hearing a text amendment outside of the Ordinance's four designated months.

County Attorney Lauren Arizaga-Womble stated the current ordinance is not in line with federal and state regulations because the laws have changed. She stated that the laws regarding wireless telecommunication towers has changed a lot in the last year.

After discussion on the wording for the motion, Commissioner McLaughlin moved that extenuating circumstances exist to hear a public hearing outside of the ordinance requirement and that staff needs to update the text in accordance with federal and state regulations and noted the new public hearing would be held on November 2, 2020. Chair Kersey asked for all in favor, the motion passed unanimously (6-0).

Appointment

Chair Kersey noted that the Board will consider reappointment of the following individuals to the Shepard Pruden Memorial Library Board of Trustees. Both individuals are eligible and have requested reappointment.

- Carlette Pruden
- Marie Perry

Commissioner Cummings moved to reappoint Carlette Pruden and Marie Perry to the Library Board of Trustees.

Chair Kersey asked for all in favor, the motion passed unanimously (6-0).

Annual Report

The Board received an annual report from the Senior Center Director Connie Parker. A copy of the PowerPoint Presentation is in the meeting file labeled October 5, 2020.

External Board/Committee Report

Chair Kersey asked for any external Board and Committee reports, there were none.

Manager's Report

County Manager Kevin Howard updated the Board on the following:

Project Tracking Sheet

Mr. Howard stated that he planned to update the sheet and stated he will get another one out.

Joint Jail Meeting

Mr. Howard stated that the next step is for Chowan to meet and discuss how they wish to move forward. A meeting will be scheduled in the next two to three weeks. He stated he will check to see if the architectural firm is available if there are any questions.

Sales Tax Referendum

Mr. Howard provided the Board with a handout on the North Carolina Local Option Sales Tax. He noted that neighboring counties such as Martin, Hertford, Pasquotank have the local option in place. He stated that an email from Dr. Sasscer on the school's efforts to promote the tax has been forwarded.

Jail Discussion

Chair Kersey noted that at the joint meeting there were some Board members on the Bertie County Board who were not “all in” for the project. She stated some insight on this would be helpful to the Board for the special meeting coming up.

Commissioner Kirby stated that an agenda at the next joint meeting would be helpful to focus the discussion and prevent a free for all.

Mr. Howard stated that a timeline will be needed.

Commissioner Bonner stated the County will have to consider the cost of transporting inmates and weigh the benefit.

Mr. Howard stated that the jail will include video visitation which will help with the transportation cost. He stated he agrees with the Sheriff that the jail reform legislation has been on the table for years and the County needs to consider the issues that they are faced with now.

Timely and Important Matters

Broadband

Commissioner Kirby stated that he and Chair Kersey serve on the ECP Board and they are working to get support to change NC Laws regarding broadband. He stated that the FCC develops maps based on reporting by internet providers on existing coverage and based on the maps, grants are given through NCDIT to unserved zones which are census blocks. He stated that the FCC map shows his residents in a served census block by Mediacom which is not accurate. He stated that when he contacted Mediacom to get internet service he is told they do not serve his area. He asked is there a case for class action lawsuit because it appears there is widespread misinformation on these maps.

Chair Kersey stated that the self-reporting by providers is frustrating.

The County Attorney stated she would wait on any further instruction from the Board regarding the matter.

Sales Tax Referendum

Chair Kersey thanked Commissioner McLaughlin for his work and contact with the Chowan Herald regarding the upcoming referendum. She stated that stakeholders have been asked to write letters of support to the paper on the referendum. She noted the ballot does not explain the purpose of the referendum or the designation of the monies.

Commissioner McLaughlin noted that Destination Downtown Edenton is going to purchase signs in support of the referendum. He stated that he plans to meet with Rotary groups on the matter. He urged Board members to contact the groups that they are members of to promote the referendum. He stated that matching monies are needed and the proposed \$300,000 from the sales tax is the equivalent of a 2cent property tax increase that would not have to be put on the tax payers.

Chair Kersey noted that local businesses are putting together ads of support in the Chowan Herald advocating for voting yes on the referendum.

Adjourn

Being no further business, Commissioner Faircloth moved that the meeting be adjourned. Chair Kersey asked for all in favor, the motion passed unanimously (6-0)

Patti F. Kersey, Chair

Susanne Stallings, Clerk

Capital Improvement Plan (CIP) Subcommittee
Meeting
Tuesday, October 6, 2020
Chowan County Public Safety Center
305 West Freemason Street
4:00pm

Present Commissioners Ron Cummings and Larry McLaughlin

Commissioner Faircloth was absent.

Ex Officio Committee members present: Kevin Howard, County Manager; Cathy Smith, Finance Officer; Don Hoggard, Maintenance Director (came in later)

Susanne Stallings, Clerk was also present.

Commissioner Bob Kirby was present in the audience.

Ag Building

Mr. Howard noted he spoke with the architect about insulation. He stated there is an option to use a spray material and the architect said this could be a separate project that would not impact the roof. He noted that the interior roof and walls would be sprayed.

Commissioner McLaughlin stated this project could be considered in a future budget.

Fishing Pier

Mr. Howard stated the bathrooms should be finished by the end of the month.

Walker Gym

Mr. Howard noted that he will have to request another quote on the windows. He noted that there is a six month wait after ordering however this may allow the County to pay for the project over two fiscal years.

Mr. Hoggard joined the meeting.

Swain

Mr. Howard noted he had to work with the NCACC regarding the insurance claim. He stated the initial settlement was reduced by the insurance because of the FEMA monies. He stated that it looks like the County will get \$50,000. He said it looks like the County will get \$150,000 and the Association will pay the difference.

Mr. Hoggard stated he got quotes on replacement of the windows on the Church Street side. He stated that most of the windows are not repairable and have to be replaced.

Commissioner McLaughlin stated he felt there are several windows that could be repaired rather than replaced.

Mr. Hoggard stated there is nothing to salvage on the Church Street side.

Commissioner McLaughlin recommended Mr. Hoggard contact the company that did the windows on the apartment side of Swain, he stated he would get the contact information to Mr. Hoggard.

Library

Mr. Hoggard noted the courtyard side entrance repair is complete. He noted that repairs have been made to the guttering. He said that scaffolding will be needed to make the repairs to the front windows. He stated that it is several months out on the work to the door to window conversion and could be 17 weeks before the window comes in.

Ms. Stallings noted that a permit will be needed from the Preservation Commission.

Register of Deeds and Clerk of Court

Mr. Hoggard said that all the work will soon be done. The glass has been received and the frames are here. He stated it will take two weekends to complete the installation as this has to be done when there is no public in the building.

PSC Parking Lot

Commissioner McLaughlin asked about getting estimates to replace the dead trees.

Mr. Howard stated that there are repairs needed in the parking lot. He noted that one sink hole was repaired and another hole is forming in the same area.

Commissioner McLaughlin suggested that staff have Lazy Weekends look at redoing the beds and trees in the parking lot.

Committee members discussed concerns for roots from some trees causing damage to the parking area pavement.

Commissioner McLaughlin asked about the work on the lock system.

Mr. Howard stated that was completed last week.

Northern Chowan Community Center (NCCC)

Mr. Howard stated the unit has not been changed out. There is a second unit which needs replacing. He stated that cleaning to the building to remove the mold will be done after both units are replaced.

Mr. Hoggard stated a company like ServePro will have to do the remediation and they quoted \$80,000.

Animal Shelter

Mr. Hoggard stated that some work has been done by staff but there is some work required by the state which needs to be contracted. He noted that the coating needs to be redone in the kennels. He stated his staff is limited to do this work. He said that maintenance staff will be rewinding the posts with vinyl.

Mr. Howard stated that there is \$30,000 budgeted for grading and he would like an engineered design for the parking lot. He stated he will ask Perquimans and Gates for the same match next fiscal year to get a design and estimate now and be able to proceed with the work.

Jail

The question was asked if the CIP Committee would work on this project.

Ms. Stallings noted a committee was established for the jail project but has been inactive.

The next meeting is December 8th at 4:00pm. The Clerk will email the date to the committee members.

Being no further business, the committee meeting was adjourned.

Larry McLaughlin, Chair

Susanne Stallings, Clerk

Chowan County
MANAGEMENT BUDGET AMENDMENT

To: FYI - Board of Commissioners

MBA #: 1920-082

From: Cathy Smith, *Finance Officer*

Date: September 30, 2020

RE: Budget Clean-up

Please authorize the finance officer to amend the 2020 budget as follows:

Account Number	Account Description	Revenue (Inc+/Dec-)	Expense (Inc+/Dec-)
Admin/Finance			
11-4120-182-00	Retirement		(29.89)
11-4120-313-00	Employee Benefits		29.89
After School Plus			
11-6131-126-00	Salaries - PT		694.75
11-6131-181-00	Fica		81.79
11-6131-192-00	Contract Services		(775.00)
11-6131-221-00	Food & Provisions		(1.54)
Solid Waste			
62-3471-510-00	Tipping Fee	16,704.05	
62-3471-520-00	Solid Waste Disposal Tax	1,090.31	
62-3471-530-00	Scrap Tire Grant	3,836.76	
62-3831-491-00	Interest Earned	1,173.15	
62-3990-990-00	Fund Balance Appropriation	95,337.87	
62-4710-690-00	Cont Regional Authority		118,142.14
Capital Projects			
32-3810-040-00	Contribution from School Capital Fund	61,867.50	
32-8100-586-00	CMS - Pump Station Repairs		61,867.50
School Capital			
40-3990-990-00	Fund Balance Appropriation	26,675.05	
40-5913-850-00	Cont. to School Capital Projects		26,675.05
Disaster Recovery			
41-3301-230-00	FEMA Reimbursement	71,347.32	
41-3301-230-01	FEMA Reimbursement - Dorian	15,166.38	
41-3493-890-00	Insurance Proceeds	40,254.05	
41-4930-394-00	Dillard's Millpond		72,695.00
41-4935-355-00	Repairs - SR Center Contents		38,132.04
41-4935-355-01	Repairs - SR Center Building		2,959.59

Account Number	Account Description	Revenue (Inc+/Dec-)	Expense (Inc+/Dec-)
41-4936-120-00	Salaries/Benefits - Dorian		4,436.52
41-4936-299-00	Departmental Supplies - Dorian		1,005.91
41-4936-440-00	Contract Services - Dorian		7,538.69
		333,452.44	333,452.44

Justification:

Budget Clean-up for FY 06/30/20

Approval Date: _____

Bd. Clerk's Init: _____

Initials: _____

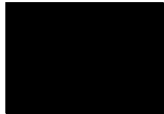
Batch #: _____

Date: _____

Last Name	First Name	Bill #	Amount
Bigham	James	2018-1230	226.74
Blanchard	Ollie	2020-1256	202.50
Brougham	Robert	2020-*1891	125.64
Bunch	Robert	2020-200017	107.44
Bunch	Robert	2020-200015	106.77
GE HFS LLC		2020-5828	859.64
Goff	Marion	2020-16563	506.26
Harrell	Gertrude	2020-6671	419.62
Hill	Pauline	2020-7114	202.50
James	Junetha	2019-13618	529.45
Jones	Donald	2020-7978	519.75
Jordan	Patty	2020-8171	128.96
Lassiter	Robert	2020-8740	318.45
Meadows	Carolyn	2020-9694	550.89
Parrish	Lois	2020-16714	707.62
Payne	Barbara	2020-16586	324.87
Pippins	John	2020-11657	224.70
Putnick	Karen	2020-11897	121.59
Rawls	Ramona	2020-12014	327.96
Small	Wanda	2020-200019	108.79
Small	Wanda	2020-200018	108.79
Winslow	Robert	2020-16042	358.43
Wynn	Joseph	2020-16097	331.82
Total Refunds/Releases			7,419.18

RUN DATE: 9/29/2020 5:49 PM

CHOWAN COUNTY REFUND REPORT



NAME	BILL NUMBER	PAYMENT TYPE	AMOUNT	OPER	DATE TIME
11203 JAMES, JUNETHA G JAMES, COLON THOMAS, JR 107 SEASHELL LN EDENTON, NC 27932	2019-13618	RP: 780517127257	529.45	MRadke	9/22/2020 8:54:58 PM
this transaction corrects the bank drafting error made on acct #11203 & 48355 - \$89.63 was applied to the 2020 bill, this transaction allows the overage drafted by error to be refunded in the amt of \$529.45					
REFUND RECIPIENT: COLON THOMAS JAMES, JR 107 SEASHELL LN EDENTON NC 27932					
TOTAL REFUNDS PRINTED:	529.45				
TOTAL VOID REFUNDS:	0.00				
TOTAL:	529.45				



NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
38110 NORMAN, VONDELL	2019-13275	DY:ORP:780408798774	aeure	8/12/2020 3:21:18 PM		
					GAR GARNFEE	0.00
						60.00
		PUT GARNISH FEE ON TWICE			TOTAL RELEASES:	60.00
41104 WATERFIELD, BOYCE L	2020-15041	DY: PERSONAL PROPERTY	MRadke	8/14/2020 8:22:19 AM		
					F01 ADVL TAX	6,912.00
						3.80
					G01 ADVL TAX	6,912.00
						52.19
		value of boat adjusted - taxpayer appealed within 30 day appeal period			TOTAL RELEASES:	55.99
46101 BROOKS, ROLAND ALLAN - IIFE ESTATE	2019-7565	DY:ORP:781311562791	MRadke	8/18/2020 8:48:30 AM		
					GAR GARNFEE	0.00
						60.00
		garnishment fee should be removed			TOTAL RELEASES:	60.00
37119 JORDAN, PATTY P	2020-8171	DY:ORP:781314444347	MRadke	8/18/2020 9:26:02 AM		
					F01 ADVL TAX	15,920.00
						8.76
					G01 ADVL TAX	15,920.00
						120.20
		Should have received a senior exemption on this parcel but the code was never applied for 2020 tax year. This corrects that error.			TOTAL RELEASES:	128.96
28297 MEADOWS, CAROLYN	2020-9694	DY:ORP:790100361154	MRadke	8/18/2020 9:32:37 AM		
					F02 ADVL TAX	68,010.00
						37.41
					G01 ADVL TAX	68,010.00
						513.48
		Should have received a senior exemption on this parcel but the code was never applied for 2020 tax year. This corrects that error.			TOTAL RELEASES:	550.89
17332 WYNN, JOSEPH	2020-16097	DY:ORP:689516938620	MRadke	8/18/2020 9:37:00 AM		
					F01 ADVL TAX	40,965.00
						22.53
					G01 ADVL TAX	40,965.00
						309.29
		This parcel should have received the senior exemption but the code was never applied for 2020 tax year. This corrects that error			TOTAL RELEASES:	331.82
48109 RICHARDSON, DANIELLE N	2020-12173	DY:ORP:689600306628	MRadke	8/18/2020 9:43:00 AM		
					F01 ADVL TAX	7,150.00
						3.93
					G01 ADVL TAX	7,150.00
						53.98

RELEASES REPORT for 8/12/20 to 8/18/20
Chowan County

Case ID	Year-Seq	Case Description	Officer	Date/Time	Tax Code	Amount	Total Releases
13557	2020-11657	DY:ORP:791300616172	MRadke	8/18/2020 9:45:17 AM			57.91-
Should have received the senior exclusion for 2020 but the code was never applied. This corrects that error.							
PIPPINS, JOHN R					F03 ADVL TAX	27,740.00	15.26
					G01 ADVL TAX	27,740.00	209.44
					TOTAL RELEASES:		224.70
48998	2020-12014	DY:ORP:780518301356	MRadke	8/18/2020 9:46:29 AM			
Should have received the senior exclusion for 2020 but the code was never applied. This corrects that error.							
RAWLS, RAMONA DOWNING					C01 ADVL TAX	28,395.00	113.58
					G01 ADVL TAX	28,395.00	214.38
					TOTAL RELEASES:		327.96
28696	2020-6671	DY:ORP:687800539021	MRadke	8/18/2020 9:47:16 AM			
Should have received the senior exclusion for 2020 but the code was never applied. This corrects that error.							
HARRELL, GERTRUDE ALLEN					F01 ADVL TAX	51,805.00	28.49
					G01 ADVL TAX	51,805.00	391.13
					TOTAL RELEASES:		419.62
49024	2020-8740	DY:ORP:783500445708	MRadke	8/18/2020 9:48:00 AM			
Should have received the senior exclusion for 2020 but the code was never applied. This corrects that error.							
LASSITER, ROBERT L (LE)					F01 ADVL TAX	39,315.00	21.62
					G01 ADVL TAX	39,315.00	296.83
					TOTAL RELEASES:		318.45
48306	2020-16714	DY:ORP:697000916399	MRadke	8/18/2020 9:51:39 AM			
Should have received the senior exclusion for 2020 but the code was never applied. This corrects that error.							
PARRISH, LOIS A (DET LE)					F02 ADVL TAX	87,360.00	48.05
					G01 ADVL TAX	87,360.00	659.57
					TOTAL RELEASES:		707.62
12495	2020-1256	DY:ORP:790300075485	MRadke	8/18/2020 9:52:27 AM			
Should have received the senior exclusion for 2020 but the code was never applied. This corrects that error.							
BLANCHARD, OLLIE FAYE					F02 ADVL TAX	25,000.00	13.75
					G01 ADVL TAX	25,000.00	188.75

RELEASES REPORT for 8/12/20 to 8/18/20
Chowan County

Account No	Year	Description	Agent	Date	Tax Type	Amount	Total
Should have received the senior exclusion for 2020 but the code was never applied. This corrects that error.					TOTAL RELEASES:		202.50
5387	2020-7114	DY:ORP:780513046561	MRadke	8/18/2020 9:53:06 AM			
HILL, PAULINE					F01 ADVL TAX	25,000.00	13.75
					G01 ADVL TAX	25,000.00	188.75
Should have received the senior exclusion for 2020 but the code was never applied. This corrects that error.					TOTAL RELEASES:		202.50
5279	2020-10076	DY:ORP:780517122483	MRadke	8/18/2020 9:57:09 AM			
MOORE, SARAH					C01 ADVL TAX	2,870.00	11.48
					G01 ADVL TAX	2,870.00	21.67
Should have received the senior exclusion for 2020 but the code was never applied. This corrects that error.					TOTAL RELEASES:		33.15
26024	2020-16042	DY:ORP:699400768152	MRadke	8/18/2020 10:00:05 AM			
WINSLOW, ROBERT GREGORY					F02 ADVL TAX	44,250.00	24.34
					G01 ADVL TAX	44,250.00	334.09
Should have received the senior exclusion for 2020 but the code was never applied. This corrects that error.					TOTAL RELEASES:		358.43
45577	2020-16612	DY: PERSONAL PROPERTY	MRadke	8/18/2020 10:02:18 AM			
TODD, WILLIAM DAVID JR					F02 ADVL TAX	2,843.00	1.56
					G01 ADVL TAX	2,843.00	21.46
BOAT WAS SOLD PRIOR TO JAN 1, 2020					TOTAL RELEASES:		23.02
48351	2020-14169	DY: PERSONAL PROPERTY	MRadke	8/18/2020 10:02:46 AM			
TODD, WINIFRED ANN - TR					F02 ADVL TAX	11,163.00	6.14
					G01 ADVL TAX	11,163.00	84.28
BOAT WAS SOLD PRIOR TO JAN 1, 2020					TOTAL RELEASES:		90.42
40524	2020-11897	DY: PERSONAL PROPERTY	MRadke	8/18/2020 10:03:22 AM			
PUTNICK, KAREN					C01 ADVL TAX	10,527.00	42.11
					G01 ADVL TAX	10,527.00	79.48
PROPERTY IS NO LONGER BEING USED AS A RENTAL AS OF JAN 1, 2020					TOTAL RELEASES:		121.59
49222	2020-16586	DY: PERSONAL PROPERTY	MRadke	8/18/2020 10:04:09 AM			
PAYNE, BARBARA JEAN					F02 ADVL TAX	40,107.00	22.06

RELEASES REPORT for 8/12/20 to 8/18/20
Chowan County

G01 ADVL TAX 40,107.00 302.81
TOTAL RELEASES: 324.87

BOAT WAS LISTED ON ACCT #46490 ALSO

32335 2020-1891 DY: PERSONAL PROPERTY M Radke 8/18/2020 10:04:43 AM
BROUGHAM, ROBERT P

C01 ADVL TAX 10,878.00 43.51
G01 ADVL TAX 10,878.00 82.13
TOTAL RELEASES: 125.64

BOAT WAS SOLD PRIOR TO JAN 1, 2020

2209 2020-6306 DY: PERSONAL PROPERTY M Radke 8/18/2020 10:36:59 AM
HABIT, JOHN F

C01 ADVL TAX 2,850.00 11.40
G01 ADVL TAX 2,850.00 21.52
TOTAL RELEASES: 32.92

Property is no longer used as a rental as of Jan 1, 2020

47024 2020-5828 DY: PERSONAL PROPERTY M Radke 8/18/2020 10:38:09 AM
GE HFS LLC

C01 ADVL TAX 74,428.00 297.71
G01 ADVL TAX 74,428.00 561.93
TOTAL RELEASES: 859.64

Company appeal PP value as they incorrectly reported some equipment in the wrong year. This created a difference in the depreciation amount after correction resulting in this release amount.

NET RELEASES PRINTED: 5,618.60

TOTAL TAXES RELEASED 5,618.60



NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT
48442	2020-200019	DY:20RP:781400599540	MRadke	8/19/2020 1:48:50 PM		
SMALL, WANDA B						
					F01 ADVL TAX 13,430.00	7.39
					G01 ADVL TAX 13,430.00	101.40
					TOTAL RELEASES:	108.79
		The survey for the split of 3.41 acres showed the majority of acreage split was not actually in the land use program, previously unknown to our office. Due to this new information the bill was adjusted accordingly.				
48442	2020-200018	DY:19RP:781400599540	MRadke	8/19/2020 1:49:07 PM		
SMALL, WANDA B						
					F01 ADVL TAX 13,430.00	7.39
					G01 ADVL TAX 13,430.00	101.40
					TOTAL RELEASES:	108.79
		The survey for the split of 3.41 acres showed the majority of acreage split was not actually in the land use program, previously unknown to our office. Due to this new information the bill was adjusted accordingly.				
4603	2020-200017	DY:18RP:781400599540	MRadke	8/19/2020 1:49:28 PM		
BUNCH, ROBERT L, JR						
					F01 ADVL TAX 13,430.00	7.39
					G01 ADVL TAX 13,430.00	100.05
					TOTAL RELEASES:	107.44
		The survey for the split of 3.41 acres showed the majority of acreage split was not actually in the land use program, previously unknown to our office. Due to this new information the bill was adjusted accordingly.				
4603	2020-200015	DY:17RP:781400599540	MRadke	8/19/2020 1:50:00 PM		
BUNCH, ROBERT L, JR						
					F01 ADVL TAX 13,430.00	7.39
					G01 ADVL TAX 13,430.00	99.38
					TOTAL RELEASES:	106.77
		The survey for the split of 3.41 acres showed the majority of acreage split was not actually in the land use program, previously unknown to our office. Due to this new information the bill was adjusted accordingly.				
49146	2020-16481	DY: PERSONAL PROPERTY	MRadke	8/21/2020 4:44:01 PM		
SENTARA FAMILY & INTERNAL						
					C01 ADVL TAX 4,990.00	19.96
					G01 ADVL TAX 4,990.00	37.67

RELEASES REPORT for 9/2/20 to 9/8/20
Chowan County



NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	AMOUNT
------	-------------	------	-----------	----------	--------

33645
BIGHAM, JAMES E

2018-1230 DY:ORP:697008785291

MRadke 9/8/2020 4:45:12 PM

G01 SUITCOST 0.00
TOTAL RELEASES: 226.74

ZLS EMAILED ON 9/8/20 STATING A
REDUCTION IN FEES WAS NECESSARY FOR
THIS PARCEL. TOTAL SUIT COSTS SHOULD
BE \$166.08 AS OF TODAY, THUS WE ARE
RELEASING \$226.74.

NET RELEASES PRINTED: 226.74

TOTAL TAXES RELEASED 226.74

RELEASES REPORT for 9/9/20 to 9/15/20
Chowan County

109-20

NAME	BILL NUMBER	OPER	DATE/TIME	DISTRICT	VALUE	AMOUNT.
19090 JONES, DONALD RAY	2020-7978	DY:ORP:780519606442	MRadke	9/9/2020 10:00:52 AM		
				C01 ADVL TAX	45,000.00	180.00
				G01 ADVL TAX	45,000.00	339.75
				TOTAL RELEASES:		519.75
<p>Disabled Veteran Exclusion Application received late - late application approved by the BOC on 9/8/2020. \$45,000 Value is excluded from taxable value per NC G.S. for DV exclusion</p>						
40695 HOLLIS, JAMES EARL	2020-16786	DY:ORP:7855LH036886	MRadke	9/9/2020 10:01:31 AM		
				F01 ADVL TAX	4,560.00	2.51
				G01 ADVL TAX	4,560.00	34.43
				TOTAL RELEASES:		36.94
<p>Sold prior to Jan 1, 2020</p>						
39289 JOHN, JASON WILLIAM	2020-7871	DY: PERSONAL PROPERTY	MRadke	9/9/2020 10:04:01 AM		
				F02 ADVL TAX	8,889.00	4.89
				G01 ADVL TAX	8,889.00	67.11
				TOTAL RELEASES:		72.00
<p>sold boat/adjusted value of trailer - appeal of personal property was received prior to appeal deadline 9/1/20</p>						
48986 GOFF, MARION LANGLEY	2020-16563	DY: PERSONAL PROPERTY	MRadke	9/9/2020 10:09:09 AM		
				F01 ADVL TAX	62,500.00	34.38
				G01 ADVL TAX	62,500.00	471.88
				TOTAL RELEASES:		506.26
<p>SOLD BOAT PRIOR TO JAN 1, 2020 - APPEALED PRIOR TO APPEAL DEADLINE OF 9/1/20</p>						
NET RELEASES PRINTED:	1,134.95					
TOTAL TAXES RELEASED						1,134.95

Chowan County
MANAGEMENT BUDGET AMENDMENT

To: FYI - Board of Commissioners

MBA #: 2021-013

From: Cathy Smith, *Finance Officer*

Date: October 6, 2020

RE: CARES Act Relief Funds

Please authorize the finance officer to amend the 2021 budget as follows:

Account Number	Account Description	Revenue (Inc+/Dec-)	Expense (Inc+/Dec-)
<i>CARES Act Relief Fund</i>			
26-3301-233-00	Cares Act Relief (County)	397,035.65	
26-4937-000-00	Cares Act Relief (County)		182,669.65
26-4937-990-00	Cares Act Relief (Small Business Grant)		214,366.00
26-3301-234-00	Cares Act Relief (EMS)	11,914.39	
26-4937-995-02	Cares Act Relief (EMS)		11,914.39
	Balanced	408,950.04	408,950.04

Justification:

*To amend the 2021 budget to include carry-forward balance from 2020 for
CARES Act Relief Fund*

Approval Date: _____

Bd. Clerk's Init: _____

Initials: _____

Batch #: _____

Date: _____

Chowan County
MANAGEMENT BUDGET AMENDMENT

To: FYI - Board of Commissioners

MBA #: 2021-014

From: Cathy Smith, *Finance Officer*

Date: October 6, 2020

RE: Carry-Forward Balances

Please authorize the finance officer to amend the 2021 budget as follows:

Account Number	Account Description	Revenue (Inc+/Dec-)	Expense (Inc+/Dec-)
Capital Reserve			
33-3990-990-00	Fund Balance Appropriation	114,257.00	
33-9800-980-32	Transfer to Capital Projects		114,257.00
Capital Projects			
32-3810-033-00	Transfer from Capital Reserve	114,257.00	
32-8100-585-00	Hotel Hinton		114,257.00
32-3810-011-00	Transfer from General Fund	146,874.66	
32-8100-588-00	Fishing Pier Bathrooms		146,874.66
General Fund			
11-3990-990-00	Fund Balance Appropriation	146,874.66	
11-9800-980-32	Transfer to Capital Projects		146,874.66
DF Walker Renovations Fund			
36-3990-990-00	Fund Balance Appropriation	296,532.72	
36-8100-191-00	Professional Services		85,624.05
36-8100-440-00	Contract Services		133,801.67
36-8100-999-00	Contingency		77,107.00
	Balanced	818,796.04	818,796.04

Justification:

To amend the 2021 budget to include carry-forward balances from 2020.

Approval Date: _____

Bd. Clerk's Init: _____

Initials: _____

Batch #: _____

Date: _____

Chowan County
MANAGEMENT BUDGET AMENDMENT

To: FYI - Board of Commissioners

MBA #: 2021-015

From: Cathy Smith, *Finance Officer*

Date: October 8, 2020

RE: Capital Projects - Current Year

Please authorize the finance officer to amend the 2021 budget as follows:

Account Number	Account Description	Revenue (Inc+/Dec-)	Expense (Inc+/Dec-)
Capital Projects			
32-3810-033-00	Contr. From Capital Reserve	136,358.60	
32-8100-603-00	Ag Building Roof Repairs		44,550.00
32-8100-605-00	Sheriff Radio Replacements		76,108.60
32-8100-454-00	Courthouse - HVAC Repairs		15,700.00
	Balanced	136,358.60	136,358.60
			-

Justification:

To amend the 2021 budget to include projects for the current year to be funded from the Capital Reserve Fund - projects have been approved by BOCC.

Approval Date: _____

Bd. Clerk's Init: _____

Initials: _____

Batch #: _____

Date: _____

Chowan County
MANAGEMENT BUDGET AMENDMENT

To: FYI - Board of Commissioners

MBA #: 2021-016

From: Cathy Smith, *Finance Officer*

Date: October 8, 2020

RE: Senior Center Grant

Please authorize the finance officer to amend the 2021 budget as follows:

Account Number	Account Description	Revenue (Inc+/Dec-)	Expense (Inc+/Dec-)
CARES Relief Fund			
26-3301-235-00	Albemarle Comm - CARES (SR. Center)	2,814.00	
26-4937-991-00	Albemarle Comm - CARES (SR. Center)		2,814.00
	Balanced	2,814.00	2,814.00
			-

Justification:

To amend the 2021 budget to include Cares Relief Grant through Albemarle Commission for Senior Center.

Approval Date: _____

Bd. Clerk's Init: _____

Initials: _____

Batch #: _____

Date: _____

Chowan County
BUDGET AMENDMENT

To: Board of Commissioners

BA #: 2021-017

From: Cathy Smith, *Finance Officer*

Date: October 12, 2020

RE: Elections

Please authorize the finance officer to amend the 2021 budget as follows:

Account Number	Account Description	Revenue (Inc+/Dec-)	Expense (Inc+/Dec-)
Elections			
11-3417-362-00	Elections Grant	18,000.00	
11-4170-601-00	NC Community Foundation Grant		18,000.00
	Balanced	18,000.00	18,000.00
			-

Justification:

To amend the 2021 budget for Board of Elections to include the Election Administration Assistance Fund Grant, which is a component fund of the North Carolina Community Foundation.

Approval Date: _____

Bd. Clerk's Init: _____

Initials: _____

Batch #: _____

Date: _____

Chowan County MANAGEMENT BUDGET AMENDMENT

To: FYI - Board of Commissioners

MBA #: 2021-018

From: Cathy Smith, *Finance Officer*

Date: October 12, 2020

RE: Discretionary Income

Please authorize the finance officer to amend the 2021 budget as follows:

Account Number	Account Description	Revenue (Inc+/Dec-)	Expense (Inc+/Dec-)
Register of Deeds			
11-3418-415-00	*Preservation/Automation	742.66	
11-4180-298-00	*Dept Supplies - Auto/Pres		247.55
11-4180-440-00	*Contr Svcs - Automation/Pres		247.55
11-4180-511-00	*C/O - Auto / Pres		247.56
Sheriff's Office			
11-3431-233-00	*State Special Funds	259.27	
11-4317-441-00	*State Special Expense		259.27
11-3431-235-00	*Sheriff Executions	2,662.13	
11-4316-440-00	*Sheriff Executions		2,662.13
11-3431-243-00	*KIDS & COPS	9.18	
11-4317-443-00	*KIDS & COPS Expense		9.18
11-3431-244-00	*Diving Donations	255.21	
11-4317-444-00	*Diving Donations Expense		255.21
Animal Shelter			
11-3438-894-00	*Donations - Chowan	1,680.00	
11-3438-894-01	*Donations - Gates	240.00	
11-3438-894-02	*Donations - Perquimans	2,455.06	
11-3438-894-03	*Donations - Other	109.53	
11-4381-600-00	*Donation - Expense		4,484.59
11-3438-895-00	*Adoption - Chowan	560.00	
11-3438-895-01	*Adoption - Gates	180.00	
11-3438-895-02	*Adoption - Perquimans	200.00	
11-3438-895-03	*Adoption - Other	700.00	
11-4381-441-00	*Contr Svcs - Spay/Neuter		1,640.00
11-3438-897-00	*A.W.A.R.E. Reimbursement	1,972.50	
11-4381-601-00	*A.W.A.R.E. Reimbursement		1,972.50
Cooperative Ext:			
11-3495-379-00	*Livestock Program	8,252.90	
11-4953-449-00	*Livestock Program		8,252.90

Account Number	Account Description	Revenue (Inc+/Dec-)	Expense (Inc+/Dec-)
Recreation			
11-3612-487-00	*Recreation Donations	572.50	
11-6130-299-01	*Donations - Dept Supplies		572.50
11-3612-504-00	*Recreation Special Events	500.00	
11-6132-453-00	*Recreation Special Events		500.00
Senior Center			
11-3616-532-00	*Donations - Home Del Meals	25.00	
11-4268-904-01	*Donations - Home Del Meals		25.00
11-3616-533-01	*Registration Fees Activities	206.00	
11-4268-299-01	*Activities - Dept. Supplies		206.00
11-3616-535-03	*Healthways	432.00	
11-4268-352-02	*Healthways		432.00
	Balanced	22,013.94	22,013.94

Total Discretionary Income Received FYE 2021

36,990.63

Justification:

To amend the 2021 budget to include Discretionary income received through September 2020.

Approval Date: _____

Bd. Clerk's Init: _____

Initials: _____

Batch #: _____

Date: _____

Chowan County
BUDGET AMENDMENT

To: Board of Commissioners

BA #: 2021-019

From: Cathy Smith, *Finance Officer*

Date: October 12, 2020

RE: Animal Control

Please authorize the finance officer to amend the 2021 budget as follows:

Account Number	Account Description	Revenue (Inc+/Dec-)	Expense (Inc+/Dec-)
Animal Control			
11-3439-363-00	Annie Lee Roberts Emergency Rescue Grant	1,000.00	
11-4380-692-00	Annie Lee Roberts Emergency Rescue Grant		1,000.00
	Balanced	1,000.00	1,000.00
			-

Justification:

To amend the 2021 budget for Animal Control to include the Annie Lee Roberts Emergency Rescue Fund Grant, which is funded by the Sumerlee Foundation.

Approval Date: _____

Bd. Clerk's Init: _____

Initials: _____

Batch #: _____

Date: _____



**Chowan County Board of Commissioners
Action Agenda Item
2019-20**

To: **Susanne Stallings, Clerk**
From: Cordell Palmer

Meeting Date: 10/19/20
Date Submitted: 10/14/20

**** Verify Agenda Item deadline prior to submission as some items should be reviewed by Attorney/Finance/HR prior to Clerk submittal****

ISSUE/ACTION REQUESTED:

PUBLIC HEARING: YES NO

Background Information

Potential Cost Savings YES NO

The motor vessel "Juneve" has been sitting on the bottom at the pier of the Edenton Marina for a while now. Multiple attempts to raise the vessel has not been successful. We are reaching out to confirm the information from the marina manager that the owner of the vessel has reached the financial end to be able to do anything with the vessel.

Attached is a proposal from Waff Contracting to remove and disposal of the vessel.

Research into grants to pay for the removal have not been successful. The project is "too small" for a federal grant where the federal match must be greater than \$50,000.00.

We have reached out to the Army Corps of Engineers because of the proximity to the navigation channel that they are responsible for. We have also reached out to the Coastal Federation Wanchese office as they have received the federal grant for removal of abandoned/derelect vessels in our area. This presentation is primarily for informational purposes and no formal action is requested.

ATTACHMENTS: YES NO

FINANCIAL:

BUDGET AMENDMENT REQUIRED: YES NO N/A

CAPITAL PROJECT/GRANT ORDINANCE REQUIRED: YES NO N/A

PRE-AUDIT CERTIFICATION REQUIRED: YES NO N/A

REVIEWED BY DIRECTOR OF FINANCE: YES NO

COMMENTS:

PERSONNEL MATTER:

REVIEWED BY HUMAN RESOURCES: YES NO N/A

COMMENTS:

CONTRACTS/AGREEMENTS:

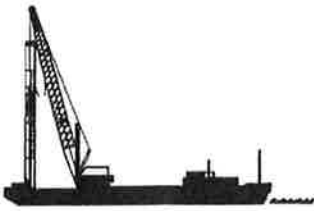
REVIEWED BY THE COUNTY ATTORNEY: YES NO N/A

COMMENTS:

COUNTY MANAGER'S RECOMMENDATION:

RECOMMENDS APPROVAL: YES NO N/A

COMMENTS:



WAFF CONTRACTING INC.
P.O. Box 237 • EDENTON, NC 27932

Stephanie Waff Powell
President

OFFICE: (252) 482-7071
FAX: (252) 482-4816
SHOP: (252) 482-2040

October 5, 2020

Cord Palmer
Town of Edenton
Edenton, North Carolina 27932

Re: **Boat Removal**

Dear Mr. Palmer:

Waff Contracting proposes to furnish equipment, labor, tools, materials and necessary supervision required to complete the above referenced work according to the following:

SCOPE OF WORK

Boat Removal @ Edenton Marina \$59,630 .00

Includes:

- a. Mobilization & demobilization to jobsite
- b. Removal and Dispose of the "Juneve" boat located at Edenton Marina
- c. Price is based on all debris to be accepted at local landfill
- d. No pre/post underwater survey is included in the above price

Exclusions

The following represent items for which Waff Contracting has made no allowances for and that are not included in any part of this proposal unless specifically mentioned otherwise herein.

- 1. Liability for explosion, collapse, underground obstructions or hazards, damage to buildings, professional liability or completed operations.
- 2. Liquidated damages, performance or payment bonds, permits or easements.
- 3. Layout, restaking, as built or grade.
- 4. Removal or Disposal of any Fuel and or other hazardous material
- 5. Dewatering or providing of water.
- 6. Erosion & sedimentation.
- 7. Traffic control , Signage, or Road closure or site security
- 8. Withholding of retainage

Thank you for your review of this proposal, please call if you have any questions or require additional information.

Sincerely,
WAFF CONTRACTING, INC.

Barry White



**Chowan County Board of Commissioners
Action Agenda Item
2019-20**

To: **Susanne Stallings, Clerk**
From: Cordell Palmer

Meeting Date: 10/19/20
Date Submitted: 10/14/20

**** Verify Agenda Item deadline prior to submission as some items should be reviewed by Attorney/Finance/HR prior to Clerk submittal****

ISSUE/ACTION REQUESTED:
Background Information

PUBLIC HEARING: YES NO
Potential Cost Savings YES NO

The Emergency Shelters for Chowan County are the high school and middle school and are considered congregate shelters. COVID has necessitated the need for non-congregate sheltering (use of hotels or other means to keep people separated).

Sheltering is a reimbursable activity through FEMA. NC Emergency Management is offering to provide a faster reimbursement process by receiving reimbursement through the state verses requesting reimbursement through FEMA.

Attached is the NCEM non-congregate shelter agreement.

ATTACHMENTS: YES NO

FINANCIAL:

BUDGET AMENDMENT REQUIRED: YES NO N/A

CAPITAL PROJECT/GRANT ORDINANCE REQUIRED: YES NO N/A

PRE-AUDIT CERTIFICATION REQUIRED: YES NO N/A

REVIEWED BY DIRECTOR OF FINANCE: YES NO

COMMENTS:

PERSONNEL MATTER:

REVIEWED BY HUMAN RESOURCES: YES NO N/A

COMMENTS:

CONTRACTS/AGREEMENTS:

REVIEWED BY THE COUNTY ATTORNEY: YES NO N/A

COMMENTS:

COUNTY MANAGER'S RECOMMENDATION:

RECOMMENDS APPROVAL: YES NO N/A

COMMENTS:

North Carolina Non-Congregate COVID-19 Sheltering Memorandum of Agreement

This agreement is made and entered into between the North Carolina Emergency Management (NCEM) and _____ [hereinafter “Organization”] to establish terms of agreement for the sheltering of displaced persons or persons needing isolated sheltering in response to the pandemic COVID-19.

Purpose/Background:

NCEM is working with local governments and organizations to provide non-congregate sheltering statewide for persons who have tested positive for COVID-19 or who have been exposed to COVID-19 and do not have a safe place to isolate or quarantine, as well as individuals who are high-risk and need a safe place to social distance. The non-congregate sheltering (NCS) program is a collaborative effort between the State, counties, and local partners to secure hotel and motel rooms (or other suitable shelter locations), as well as essential wrap around services, for individuals with no other safe place to quarantine, isolate, or social distance due to COVID-19. The purpose of this agreement is to set forth the terms by which NCEM and Organization will cooperate in the disaster recovery and sheltering of citizens for the COVID-19 event, and enhance cooperation, communication, coordination, and collaboration between any potential stakeholders that would aid in the goal of this agreement.

Whereas, N.C. Gen. Stat. §§ 166A-19.10, -19.11, -19.12 and – 19.30 provide the Governor, Secretary of Public Safety and Division of Emergency Management with additional authority to manage state resources during a declared state of emergency;

Whereas, it is in the best interest of the State of North Carolina and its residents to stop and slow the spread of the COVID-19 virus; and it is proven that adequate social distancing measures aid in that effort non-congregate sheltering facilities should be made accessible statewide.

The State is working on removing barriers and ensuring access for highly vulnerable and historically marginalized populations to safely isolate, quarantine, and social distance. These highly vulnerable populations would include, but are not limited to:

1. First Responders and healthcare workers who do not require hospitalization but need to avoid direct contact with their families due to exposure to COVID-19;
2. Those who test positive for COVID-19 who do not require hospitalization but need isolation (including those exiting from hospitals);

3. Those who have been exposed to COVID-19 who do not require hospitalization but whom warrant quarantine;
4. Other persons needing social distancing as a precautionary measure, as determined by public health officials, particularly for high risk groups such as people over 65 or with certain underlying healthy conditions (respiratory, compromised immunities, chronic disease), this may include those whose living situation makes them unable to adhere to social distancing guidance

NOW, THEREFORE, in consideration of the parties and their mutual promises, covenants and agreements hereinafter set forth, the parties agree as follows:

Terms:

- A. Organization will provide coordination assistance with NCEM officers, agencies and departments to ensure open communication and cooperation with NCEM; and disseminate information to sheltered individuals, and the community at large.
- B. Organization will report their sheltering counts, costs, and other data weekly, as currently required by close of business every Friday to the NCEM Program Administrator. If Friday is recognized as a Federal or State holiday, reporting data will be required on the nearest preceding work day. Organization will provide additional reporting or documentation, upon request as soon as reasonable.

Reporting data will include but is not limited to the following:

- Location of the Facilities in use;
 - Type(s) of location;
 - Maximum capacity;
 - Number currently sheltered;
 - Average cost per night;
 - Average length of stay.
- C. Organization will maintain documentation for all eligible clients and expenses, and make such documentation available upon request.
 - Specific need for each individual sheltered (e.g., what eligibility category is applicable to the individual);
 - Length of stay for each individual sheltered;
 - Age of each individual sheltered;
 - If applicable, number of meals provided for each individual sheltered;
 - If applicable, number of individuals with access or functional needs sheltered;
 - If applicable, number of household pets sheltered;
 - If applicable, number of assistance and service animals sheltered;
 - If applicable, type of shelter provided for animals as stand-alone, co-located, co-habitational;
 - Description of services provided to sheltered individuals.

- D. When Organization pays any applicable Vendors, Organization will retain a copy of the payment method and will make available to NCEM the verification of payment within 30 days of payment being made.
- E. Organization will identify a non-congregate sheltering site at a hotel/motel, trailer, dormitory, or other FEMA-approved setting and set up a contractual relationship with site that dictates terms and rates. Every effort should be made that the rates not exceed the allowable state rate for rooms.
- F. Organization will assist NCEM in pandemic response and recovery by facilitating the temporary use of Organization equipment and supplies, insofar as governmental regulations, resources, and priorities allow and are requested.
- G. Organization will coordinate with NCEM for any additional assistance or resources necessary to facilitate the limited goal of this agreement in the sheltering of North Carolinians.
- H. Organization will provide or contract with vendors to provide eligible wrap-around services including food provisions/meals, laundry services, security, medicine, cleaning/disinfecting, transportation, mental health or other access needs.

Transportation for this Agreement shall be understood as the movement of persons to and from the shelter location from medical facilities or living locations, as well as to and from medical appointments.

Security should be present at the shelter location at all times.

Organization agrees to facilitate the following wrap around services and bill, at cost, the expenses incurred to NCEM: (check all that apply)

- Food
- Laundry
- Security
- Medicine
- Cleaning/Disinfecting
- Transportation
- Care for those with disabilities and/or access and functional needs

- I. NCEM agrees that it will finance the cost of sheltering individuals in the jurisdiction controlled by the Organization and certain preapproved wrap around services.

- J. Organization must provide timely invoices at least bi-weekly basis to NCEM. Organization should be able to operate without receiving payment for those invoices for a period of at least thirty (30) business days after receipt.
- K. All billing and payment procedures will be clearly defined by the State-Centric Non-Congregate Sheltering for COVID-19 FAQs and should be strictly adhered to.
- L. NCEM agrees that it will reimburse Organization for any bona fide expenditure of personnel required to maintain the facility, including overtime costs, upon production of verified receipts or time sheets. NCEM will not pay or reimburse Organization for any operational or administrative fees associated with use of the Facility pursuant to this Memorandum of Agreement. NCEM shall not be responsible for costs or expenditures by Organizations not directly related to sheltering activities or wrap around services conducted pursuant to this Memorandum of Agreement.
- M. NCEM agrees that it shall exercise reasonable care in the conduct of its activities and the use of Organization' property and further agrees to replace or reimburse Organization for any items, materials, equipment or supplies that may be used in the conduct of sheltering activities within the Organization jurisdiction.
- N. NCEM agrees that it will be responsible for replacing, restoring, or repairing damage caused by the use of any building, facilities or equipment belonging to Organization as a direct result of sheltering activities conducted pursuant to this Memorandum of Agreement. NCEM shall not be responsible in any way for any damages or losses to the Facility or Organization resulting in negligence of an individual or not directly resulting from sheltering activities conducted pursuant to this Memorandum of Agreement.
- O. NCEM shall provide any and all releases of information to the press and media. Requests for interviews or information submitted to Organization shall be promptly directed to the **NCEM's** Public Information Officer.

Issue Elevation:

Any disputes arising out of this agreement shall be resolved in the most informal way possible for the mutual interest of all parties. Claims should be submitted to the other entity in writing for prompt resolution. Entities shall negotiate in good faith and use all reasonable efforts to resolve disputes.

Authorities:

By agreeing to the terms and conditions set forth in this Memorandum of Agreement, Organization's officers, employees, and agents are considered emergency management workers for purposes of N.C. Gen. Stat. § 166A-19.60 to the extent that Organization, its officers, employees, and agents act in good faith,

without willful misconduct or gross negligence, and under the direction and control of Government pursuant to this Memorandum of Agreement. Government assumes no liability for any wrongful acts of Organization, its officers, employees, and agents arising out of performing any activities pursuant to this Memorandum of Agreement.

Nothing in this Memorandum of Agreement shall be construed to or is intended to conflict with current laws or regulations of the United States of America, the State of North Carolina, or Government. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Memorandum of Agreement shall remain in full force and effect.

This Memorandum of Agreement shall be governed by the laws of the State of North Carolina as well as all contract provisions listed in Attachments A: 2 C.F.R Part 200 Contract Provisions and Attachment B: State Compliance Provisions.

Amendments:

This Memorandum of Agreement may be amended when such an amendment is agreed to in writing by all Parties. The amendment will be effective on the date a copy of the amended MEMORANDUM OF AGREEMENT has been signed by all of the Parties.

Duration/Termination:

This Memorandum of Agreement shall become effective on **upon signing by both parties**. If either party determines that the terms of the Memorandum of Agreement will not or cannot be carried out, that entity shall immediately consult with the other entity to develop an amendment to this Agreement. If within fourteen (14) days an amendment cannot be reached, any entity may terminate the Memorandum of Agreement upon written notification to the other Party(ies).

This Memorandum of Agreement shall remain in effect for only as long as the Non-Congregate Sheltering activities continue to be approved by the Federal Government, the State of Emergency Declaration by the Governor is still in effect or for one (1) year, whichever comes first. Prior to such time, Parties may consult to reconsider the terms of this Memorandum of Agreement and extend it for another term. Any extension should be made or captured in writing. Either party, upon ten (10) days written notice to the other party, may terminate this agreement. The terms of this agreement, can be modified with the consent of both parties, and must be made in writing.

----- The Remainder of this Page is Left Intentionally Blank -----

AND NOW, this _____ day of _____ 20____, the parties hereby acknowledge the foregoing as the terms and conditions of this Agreement.

NCEM

ORGANIZATION

Authorized Signature, [Insert Title]

Name Authorized Signature, [Insert Title]

Date

Date

----- The Remainder of this Page is Left Intentionally Blank -----

Attachment A: 2 C.F.R Part 200 Contract Provisions

Program Monitoring. Property Owner agrees to assist and cooperate with the Federal grantor agency and NCEM or their duly designated representatives in the monitoring of the project or projects to which this facility usage agreement relates, and to provide in form and manner approved by NCEM such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Termination for Cause. If through any cause, Property Owner shall fail to fulfill in a timely or proper manner any obligations under this Agreement, or if Property Owner shall violate any of the covenants, agreements, or stipulations of the Contract, NCEM shall thereupon have the right to terminate this Agreement by giving written notice to Property Owner of such termination and specifying the effective date of such termination. Unless a shorter time is determined by NCEM to be necessary, NCEM shall effect termination according to the following procedure:

- a. **Notice to Cure.** NCEM shall give written notice of the conditions of default, setting forth the ground or grounds upon which such default is declared ("Notice to Cure"). The Property Owner shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default.
- b. **Notice of Termination.** If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, NCEM may terminate the Agreement, in whole or in part. NCEM shall give the Property Owner written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Agreement is terminated and the effective date of the termination.
- c. In such event, all finished or unfinished documents, data, studies, and reports prepared by Property Owner entitle Property Owner's receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, Property Owner shall not be relieved of liability to NCEM for damage sustained to NCEM by virtue of any breach of this Agreement by Property Owner. NCEM may withhold any payments to Property Owner for the purpose of set off until such time as the exact amount of damages due NCEM from Property Owner is determined.

Termination for Convenience. The Agreement may be suspended and/or terminated without liability to the State and NCEM is under no obligation to make any payments to the Property Owner. The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

Equal Employment Opportunity. During the performance of this Agreement, the Property Owner agrees as follows:

- a. The Property Owner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Property Owner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Property Owner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Property Owner will, in all solicitations or advertisements for employees placed by or on behalf of the Property Owner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Property Owner will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Property Owner's legal duty to furnish information.
- d. The Property Owner will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Property Owner's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Property Owner will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Property Owner will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Property Owner's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Property Owner may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Property Owner will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor. The Property Owner will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Property Owner becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by the administering agency, the Property Owner may request the United States to enter into such litigation to protect the interests of the United States.

The Property Owner further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Property Owner so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Property Owner agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of any vendors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Property Owner further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Vendor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Vendors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

Anti-Discrimination. Property Owner will comply with the following clauses: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Compliance with the Contract Work Hours and Safety Standards Act.

- a. Overtime requirements. No Vendor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR §5.5(b)(1) the Property Owner and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Property Owner and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 CFR §5.5(b)(1), in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR §5.5(b)(1).
- c. Withholding for unpaid wages and liquidated damages. NCNCEM shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 CFR §5.5(b)(2).
- d. Subcontracts. The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR §5.5(b)(2) through (4).

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

The Property Owner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Property Owner agrees to report each violation to NCEM and the Activating Entity and understands and agrees that NCEM and the Activating Entity will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Property Owner agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

The Property Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Property Owner agrees to report each violation to NCEM and the Activating Entity and understands and agrees that NCEM and the Activating Entity will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Property Owner agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Debarment and Suspension

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Property Owner is required to verify that none of the Property Owner 's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Property Owner must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by NCEM and any Activating Entity. If it is later determined that the Property Owner did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to NCEM and any Activating Entity, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Property Owner agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Property Owner or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (as Amended)

Property Owner s who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, Property Owner s must sign and submit to the NCEM the certification. See final page.

Procurement of Recovered Materials

- a. In the performance of this contract, the Property Owner shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Property Owner also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Women and Minority Owned Businesses. 2 C.F.R. § 200.321 requires that all necessary affirmative steps are taken by the State and Property Owner to assure that minority and women's businesses are used when possible, and N.C. Gen. Stat. 143-128.2 establishes a ten percent (10%) goal for participation by minority and women owned businesses in total value of work performed for the State.

Access to Records. The following access to records requirements apply to this contract:

- a. The Property Owner agrees to provide NCEM, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, and the Activating Entity access to any books, documents, papers, and records of the Property Owner which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Property Owner agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Property Owner agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, NCEM, the Activating Entity, and the Property Owner acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- e. Property Owner agrees to allow the departments and agencies of the State of North Carolina, FEMA, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of Property Owner which are directly pertinent to the contract for the purpose of making audits, examinations, excerpts, and transcriptions

Records Retention. All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

Energy Efficiency. All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

Personnel. Property Owner represents that it has, or will secure at its own expense, all personnel required in performing the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with State, NCEM, or Activating Entity. All of the work required hereunder will be performed by Property Owner or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.

Program Fraud and False or Fraudulent Statements or Related Acts. Property Owner acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.

No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Property Owner, or any other party pertaining to any matter resulting from the contract.

Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Property Owner will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

DHS, Seal, Logo, and Flags. The Property Owner shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

Date

Attachment B: State Compliance Provisions

1. **Non-Governmental Entities:** Non-governmental entities (not-for-profit and for-profit entities) must adhere to N.C. Gen. Stat §143C-6-22.
2. **Compliance:** The ORGANIZATION shall be wholly responsible for the supervision of its employees and assistants. The ORGANIZATION shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this Agreement, including those of federal, state, and local agencies having jurisdiction and/or authority.

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

3. **Historically Underutilized Businesses:** If ORGANIZATION is a private, nonprofit corporation other than an institution of higher education or a hospital that receives an appropriation of five hundred thousand dollars (\$500,000) or more during a fiscal year from the General Assembly, it shall comply with North Carolina General Statute 143-48 and report to the North Carolina Department of Administration annually on what percentage of its contract purchases of goods and services, through term contracts and open-market contracts, were from minority-owned businesses, what percentage from female-owned businesses, what percentage from disabled-owned businesses, what percentage from disabled business enterprises and what percentage from nonprofit work centers for the blind and the severely disabled. Reporting on contract purchases of goods and services will be submitted to the North Carolina Department of Administration's Office for Historically Underutilized Businesses (HUB) using the NC Interactive Purchasing System's HUB reporting system. Contact the HUB Office at 919-807-2330 or huboffice.doa@doa.nc.gov for instructions and to gain access to the NC Interactive Purchasing System's HUB reporting system.
4. **Sanctions for Non-Compliance.** The applicant ORGANIZATION agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the NCEM may take any or all of the following actions:
 - (a) Cancel, terminate, or suspend this contract in whole or in part;
 - (b) Withhold funding to the ORGANIZATION until satisfactory compliance has been attained by the ORGANIZATION;

(c) Refrain from extending any further funding to the ORGANIZATION under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the ORGANIZATION;

(d) Refer the case for appropriate legal proceedings.

5. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the ORGANIZATION. The amount of funding from the NCEM shall not exceed the estimated funds budgeted in the approved contract. The ORGANIZATION shall initiate and prosecute to completion all actions necessary to enable the ORGANIZATION to provide its share of the project costs at or prior to the conclusion of the project. All unexpended grant funds shall be remitted to the NCEM within thirty (30) days of the project completion date. The ORGANIZATION must have an adequate accounting system to identify costs chargeable to the project. The ORGANIZATION agrees that funds paid through this Agreement shall be accounted for in a separate fund and accounting structure within the ORGANIZATION's central accounting and grant management system. The ORGANIZATION agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described above. If eligible, the ORGANIZATION and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.
6. **Project Directors and Notices.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the ORGANIZATION or the ORGANIZATION's governing body. Any notice required or permitted under this Agreement shall be delivered to the ORGANIZATION's Project Director or NCEM Authorizing Official. Notice may be given to the ORGANIZATION's Project Director or NCEM Authorizing Official by mail, first-class postage prepaid, or by facsimile transmittal or by electronic mail with the original to follow by first-class mail. Either party may change the name, address, telephone number, fax number or email address of its Project Director or NCEM Authorizing Official by giving timely written notice to the other party.
7. **Records Access and Retention.** The ORGANIZATION shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its persons, books, records, accounts, other sources of information, and its facilities as may be determined by the NCEM, or the State to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the ORGANIZATION shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the NCEM or until all audit exceptions have been resolved, for such inspection and audit or until litigation has concluded, whichever is longer. Pursuant to N.C. Gen. Stat. §147-64.7, the NCEM, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the ORGANIZATION insofar as they relate to transactions with any board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.

8. **E-Verify requirements.** If this contract is subject to N.C. Gen. Stat. §143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
9. **Certification of Eligibility Under the Iran Divestment Act.** Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each ORGANIZATION, prior to contracting with the State certify, and the undersigned ORGANIZATION Authorizing Official on behalf of the Agency does hereby certify, to the following:
 - (a) that the ORGANIZATION is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
 - (b) that the ORGANIZATION shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
 - (c) that the undersigned ORGANIZATION Authorizing Official is authorized by the ORGANIZATION to make this Certification.
10. **Regulation:** The funds awarded under this Agreement must be used in compliance with all applicable state and federal laws governing their use including but may not be limited to, N.C. Gen. Stat. 143C-6-21, 143C-6-22, 143C-6-23, and 09 NCAC 03M (Notice of Certain Reporting and Audit Requirements), Chapter 166 of the North Carolina General Statutes at N.C. Gen. Stat. 166A-1 et. seq., The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 U.S.C. §5121 et. seq., 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 60, 206, 209, 220, 221, 2 CFR 200, Appendix II to Part 200 "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards", and applicable HUD regulations, policies, and guidance if CDBG-DR funds are used under this Contract. By accepting this payment, the below official agrees to use these funds in a manner consistent with state laws and regulations.
11. **Taxes:** The ORGANIZATION shall be responsible for all taxes. The ORGANIZATION shall complete, execute, notarize and return the "State Grant Certification – No Overdue Tax Debts" form. The ORGANIZATION shall complete and return the "Substitute W-9 Form Request for Taxpayer Identification Number" form. The ORGANIZATION agrees that failure to provide NCEM with a correct taxpayer identification number authorizes NCEM to withhold any amount due and payable under this Agreement.
12. **Antitrust Laws:** This Agreement is entered into in compliance with all State and Federal antitrust laws.
13. **Conflict of Interest:** Notarized Policy addressing conflicts of interest: The ORGANIZATION shall file with NCEM a copy of the ORGANIZATION'S policy addressing conflicts of interest that may arise involving NCEM'S management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as ORGANIZATION'S employees or members of its board or other governing body, from ORGANIZATION'S disbursing of State funds and shall include actions to be taken by ORGANIZATION or the individual, or both to avoid conflicts of interest and the

appearance of impropriety. Additionally, the ORGANIZATION certifies that, as of the date it executes this Contract, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the grant or project. Throughout the duration of this Contract, the ORGANIZATION has the duty to promptly inform NCEM of any such conflict of interest or direct or indirect benefit of which it becomes aware. The policy shall be filed before NCEM may disburse the grant funds.



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Executive Director

Guidance for Reimbursement of Non-Congregate Sheltering for COVID-19

Updated: August 7, 2020

Subsequent to President Trump's March 13, 2020, Nationwide Emergency Declaration for Coronavirus 2019 (COVID-19), the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) recognizes that non-congregate sheltering may be necessary in this Public Health Emergency to protect public health and save lives. North Carolina State Health Director, Dr. Elizabeth Tilson has directed the state, counties and any other jurisdictions to take appropriate measures to mitigate and respond to COVID-19 disease pandemic. These measures should include plans for non-congregate sheltering, which will provide temporary housing solutions to protect human life and minimize hospital surge. FEMA has approved a state-wide waiver for non-congregate sheltering. This approval extends for 30 days from the date of issuance (April 6, 2020) and will be re-assessed by FEMA every 30 days for as long as there is a public health need.

For reimbursement under Public Assistance Emergency Protective Measures, there are two options: (1) The jurisdictions/agencies can seek direct reimbursement from FEMA for the operations of non-congregate sheltering; Or (2) Through the State-Centric model, the jurisdictions/agencies can seek expedited reimbursement from NCEM, who will then seek reimbursement from FEMA. For both options, applicants that may be eligible for reimbursement include [Private Non-Profits](#), COC (Continuum of Care), Homeless Shelters, Indian Tribal Governments, and Local Governments. Jurisdictions/agencies submitting for reimbursement directly from FEMA must [register in FEMA Grants Portal](#), [submit a Request for Public Assistance](#) (RPA), and then submit a [Project Application](#).

Jurisdictions/agencies using the State-Centric model will not need to submit the same information to FEMA, but will need to [report](#) weekly and provide supporting documentation and proof of payment with invoices to NCEM, who will provide expedited reimbursement. Jurisdiction/agencies using the State-Centric model will remain responsible for setting up and managing their non-congregate sheltering program, including coordinating comprehensive wrap-around services (e.g., food, care for those with disabilities and or access and functional needs, medicine, cleaning/disinfecting, transportation, security, and laundry).

The State-Centric model will help counties and local organizations for whom waiting for FEMA reimbursement has been a barrier, to continue offering or begin offering non-congregate sheltering for their community or region. For more information on the State-Centric model please review the "State-Centric Non-Congregate Sheltering for COVID-19 FAQs" document.

MAILING ADDRESS:
4236 Mail Service Center
Raleigh, NC 27699-4236
www.ncdps.gov/ncem



An Equal Opportunity Employer

OFFICE LOCATION:
1636 Gold Star Drive
Raleigh, NC 27607
Telephone: (919) 825-2500

FEMA approves non-congregate sheltering for individuals that meet the following criteria:

- First Responders and healthcare workers and do not require hospitalization but need to avoid direct contact with their families due to exposure to COVID-19;
- Test positive for COVID-19 and do not require hospitalization but need isolation (including those discharged from hospitals);
- Have been exposed to COVID-19 and do not require hospitalization but should be quarantined;
- Are at high risk for COVID-19 and need to undertake social distancing as a precautionary measure, as determined by public health officials. For high risk groups such as people over 65 or with certain underlying healthy conditions (respiratory, compromised immunities, chronic disease), this may include those whose living situation makes them unable to adhere to social distancing guidance.

FEMA will not reimburse for the sheltering of non-symptomatic individuals that are not among the foregoing categories. Wrap-around services will be reviewed for eligibility based on the type of shelter and the specific needs of those sheltered. Wrap-around services must be determined necessary to protect public health and safety in accordance with guidance provided by appropriate health officials. Wrap-around services include but are not limited to food, care for those with disabilities and or access and functional needs, medicine, cleaning/disinfecting, transportation, security, and laundry. Due to the current ambiguity of what are considered wrap-around services, please keep documentation and records of all services you believe are pertinent. Support services such as case management, and mental health counseling are not eligible at this time. However, it is important to still track these costs, in case there is a change.

FEMA does not mandate specific options for temporary facilities to be used for non-congregate sheltering. Options for non-congregate settings include but are not limited to hotels, motels, trailers, dormitories or other locations that meet the State Health Director's directive and are cost effective and practical. To be considered for reimbursement, Applicants must comply with the Federal procurement standards found at 2 C.F.R. §§ 200.317 – 200.326. FEMA's Procurement Under Grants Conducted Under Exigent or Emergency Circumstances Fact Sheet (March 16, 2020), which provides additional guidance to include the requirement for a termination for convenience clause in its contracts for sheltering and related wrap-around services, such as food, security services, and care for those with disabilities or access and functional needs.

FEMA will not approve Public Assistance reimbursement that duplicates funding by another federal agency, including but not limited to the U.S. Department of Health and Human Services or Centers for Disease Control and Prevention. Eligible counties and organizations will need to maintain records to provide sufficient data and documentation to establish the eligibility of costs for which it is requesting Public Assistance reimbursement. Appropriate lengths of stay should be based on guidance from public health officials or CDC (e.g., when it is appropriate for someone to no longer be considered infected and therefore not require isolation anymore), or as the individual is able to move to alternative safe and stable sheltering solutions.

Documentation to establish eligibility **includes but is not limited to** the following information:

- Specific need for each individual sheltered (e.g., what eligibility category the individual falls into)
- Length of stay for each individual sheltered
- Age of each individual sheltered
- If applicable, number of meals provided for each individual sheltered
- If applicable, number of individuals with access or functional needs sheltered
- If applicable, number of household pets sheltered
- If applicable, number of assistance and service animals sheltered
- If applicable, type of shelter provided for animals as stand-alone, co-located, co-habitational
- Description of services provided to sheltered individuals
- Vendor contracts
- Invoices with proof of payment

If you are following the State-Centric model this information must be submitted with every invoice for verification to Brett Boykin-Roach at Brett.Boykin-Roach@ncdps.gov. Lack of sufficient supporting documentation may result in NCEM or FEMA determining that some or all of the costs are ineligible.

A report must be submitted every Friday by close of business. This information is sent to FEMA weekly. Please click [here](#) to access the report.

State-Centric Non-Congregate Sheltering for COVID-19 FAQs

Updated: August 7, 2020

What is Non-Congregate Sheltering and what are some eligible expenses?

Please review our guidance documents and If you still have further questions please reach out to Brett Boykin-Roach (Brett.Boykin-Roach@ncdps.gov).

What is the State-Centric model and what does this mean?

The State-Centric model allows counties or other eligible organizations to request NC Emergency Management provide expedited reimbursement for non-congregate shelter and eligible wrap-around services. Counties or other eligible organizations that request this option will remain responsible for setting up and managing their non-congregate sheltering program, including coordinating comprehensive wrap-around services (e.g., food, care for those with disabilities and or access and functional needs, medicine, cleaning/disinfecting, transportation, security, and laundry), as well as weekly reporting and verification of program costs.

How does the State-Centric model work?

If a county or organization would like to participate they will need to work with NCEM to create an MOA (draft will be provided). The next step is for counties or eligible organizations to set themselves up for direct pay if they haven't already. The county or organization will pay the vendors (e.g., hotel/motel, meal provider, etc.) and send NCEM the invoices, supporting documentation, and proof of payment (bank statement or canceled checks). After costs are verified they are sent to DPS for payment. NCEM will then seek FEMA reimbursement.

Why is the State-Centric model being offered?

As the COVID-19 pandemic spreads throughout all North Carolina counties and in order to prevent the spread of the virus, particularly to our most vulnerable populations, it is critical that counties and other local organizations are able to provide non-congregate sheltering options and essential wrap-around services for individuals with no other safe place to quarantine, isolate or social distance due to COVID-19. The State-Centric model will allow counties or other local organizations for whom fronting funds and waiting for FEMA reimbursement has been a barrier, to continue offering or begin offering non-congregate sheltering for their community or region.

Where do I send my invoices and reimbursement information?

Please send all supporting documentation, invoices and proof of payment to Brett Boykin-Roach at Brett.Boykin-Roach@ncdps.gov.

What information do I have to keep track of to turn in to the State?

The list below is the minimum information required. However, it is always recommended to have documentation on as many aspects of your program as you can. Please submit this information with your invoices, preferably in an excel document:

- Specific need for each individual sheltered (e.g., what eligibility category the individual falls into)
- Length of stay for each individual sheltered
- Age of each individual sheltered
- If applicable, number of meals provided for each individual sheltered
- If applicable, number of individuals with access or functional needs sheltered
- If applicable, number of household pets sheltered
- If applicable, number of assistance and service animals sheltered
- If applicable, type of shelter provided for animals as stand-alone, co-located, co-habitational
- Description of services provided to sheltered individuals
- Copy of all Vendor contracts
- Invoices with proof of payment

How do we set up direct pay?

You will need a [Substitute W-9](#) and [Electronic Payment](#) form follow the instructions and submit them to osc.support.services@osc.nc.gov.

How long does it take to set up direct pay?

The initial creation of direct pay accounts may take up to 30 days for processing.

What if I can't find providers for the required wrap-around services?

Wrap-around services are critical elements of creating safe and stable isolation, quarantine and social distancing sheltering. If you are having issues providing the required wrap-around services, please reach out to Brett Boykin-Roach at Brett.Boykin-Roach@ncdps.gov.

How do I get reimbursed for eligible NCS expenses that were already paid for?

Any previous NCS expenses incurred before a signed MOA between NCEM and the County or organization should be submitted directly through the FEMA grants portal. If you have any questions about the process or need help creating a project please reach out to Brett Boykin-Roach at Brett.Boykin-Roach@ncdps.gov for assistance.

Is it ok to pay for a block of rooms?

Yes, paying for a block of rooms is allowed as long as the cost per room and number of rooms is reasonable to meet the anticipated public health need. If you have questions on language for your contract process please reach out to Brett Boykin-Roach at Brett.Boykin-Roach@ncdps.gov for assistance.

What would be considered a reasonable rate for hotels or services?

This depends on the area of the State and a variety of factors. Any questions on reasonable rates for rooms or wrap-around services should be directed to Brett Boykin-Roach(Brett.Boykin-Roach@ncdps.gov) to ensure there are no reimbursement issues.

What is the required weekly reporting information? How do I report?

Please take some time to review the reporting questions [here](#). You will use this link to report every Friday.

Do I have go through the State for reimbursement?

No, this is a voluntary program. You can submit directly to FEMA for reimbursement if you prefer.

How long will this program be available?

The State-Centric model will continue to be offered as an option to counties or other local organizations for as long as there is public health need and non-congregate sheltering is approved for North Carolina.



**Chowan County Board of Commissioners
Action Agenda Item
2019-20**

To: **Susanne Stallings, Clerk**
From: Cordell Palmer

Meeting Date: 10/19/20
Date Submitted: 10/14/20

**** Verify Agenda Item deadline prior to submission as some items should be reviewed by Attorney/Finance/HR prior to Clerk submittal****

ISSUE/ACTION REQUESTED:

PUBLIC HEARING: YES NO

Background Information

Potential Cost Savings YES NO

NC Emergency Management (NCEM) has recognized FEMA's reluctance for reimbursing some local jurisdictions for debris cleanup following a disaster. FEMA's reluctance stems from federal contracting requirements that not all local contracts have completely adhered to.

NCEM has responded to FEMA's reluctance with regional contracts for debris hauling and debris monitoring that meet all FEMA requirements. Chowan County would still be responsible for initial payment for the services activated through the contract and would still have to seek FEMA reimbursement.

Chowan County has a contract for debris hauling with Crowder Gulf. That contract expires in December 2020. Staff recommends using the state contracts. Attached is a short presentation about the contracts.

ATTACHMENTS: YES NO

FINANCIAL:

BUDGET AMENDMENT REQUIRED: YES NO N/A

CAPITAL PROJECT/GRANT ORDINANCE REQUIRED: YES NO N/A

PRE-AUDIT CERTIFICATION REQUIRED: YES NO N/A

REVIEWED BY DIRECTOR OF FINANCE: YES NO

COMMENTS:

PERSONNEL MATTER:

REVIEWED BY HUMAN RESOURCES: YES NO N/A

COMMENTS:

CONTRACTS/AGREEMENTS:

REVIEWED BY THE COUNTY ATTORNEY: YES NO N/A

COMMENTS:

COUNTY MANAGER'S RECOMMENDATION:

RECOMMENDS APPROVAL: YES NO N/A

COMMENTS:



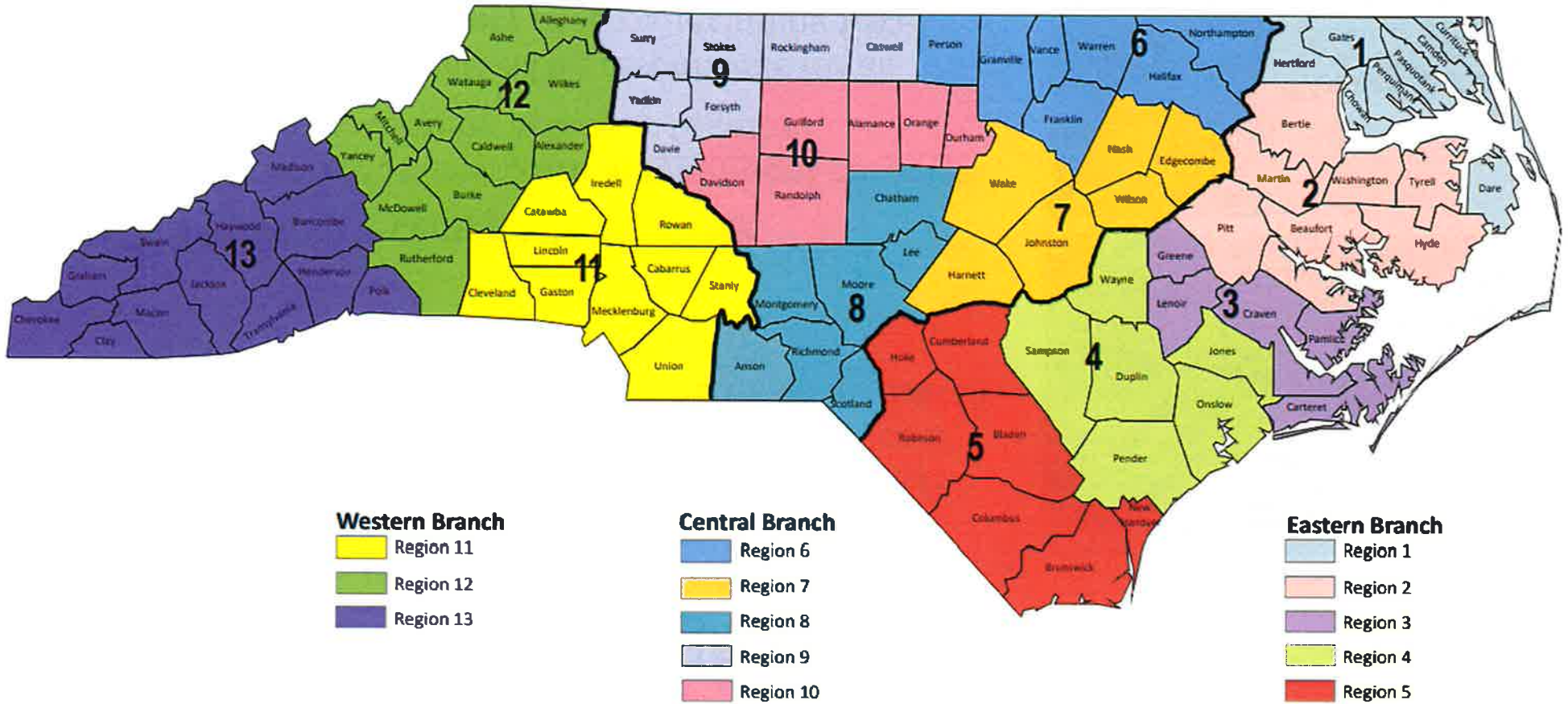
North Carolina Emergency Management



State-wide Regional Prepositioned Debris Contracts

Utilizing these Contracts

Regions





Program Basics



- **Purpose:** To properly procure and preposition disaster debris removal and monitoring contracts that may be activated by state agencies and local governments in any disaster event, to aid in overall recovery and speed of response.
- The program is **completely voluntary**.
- Hauling and Monitoring are **independent** contracts and do not have to be activated together.
- Activating Entity will still be responsible for all aspects of the recovery process, including **fiscal management and area priorities**.





Resources



WEBSITE

- [NCEM Debris Management Resources](#)

NC.DPS - Our Organization - Emergency Management - Disaster Recovery - Debris Management

Debris Management

For Local Governments

Debris removal is one of the biggest challenges in after any disaster. From lack of available contractors, to improper monitoring, to procurement violations which impact FEMA reimbursement, debris removal problems can impede the community's recovery. To help address these challenges, NCEM encourages using prepositioned disaster debris removal and monitoring contracts for activation by local governments and state agencies.

Prepositioned Contracts

- Contracts are prepositioned in geographic regions (see map).
- NCEM is competitively bidding the contracts in full compliance with state and federal (2 CFR Part 200) procurement requirements.



EMAIL

- debris@ncem.org

- This email is maintained and answered by members of NC Emergency Management's Recovery Debris Team.



How to Activate



1. A one page Notice to Proceed document must be forwarded to the contractor to activate the contract.
 - This document is available on the [NCEM Debris Management Resources](#)
2. Notice to Proceed should be sent to the listed Area Representative for the Contractor.
3. Primary, Secondary and Tertiary Contractors have been awarded; however, you must use the Primary Contractor unless they inform you they have reached capacity. Same with the Secondary.
4. Full terms, conditions and pricing are incorporated by reference.

NOTICE TO PROCEED

Agency: _____
Contractor's Name: _____
Contractor's Address: _____

To: Agency _____ (Contract Removal Monitoring Services Contract Subcontracted by _____) (Contractor's Name)
Or an Authorized Entity _____
Date: _____ (Contractor Representative)

Submittal to the terms of the Region _____ with a revenue monitoring services contract Award _____ and the (Contractor) and terms, conditions and pricing of the contract for debris removal monitoring services resulting from the award of the contract. As per the contract, you are required to respond to the NOTICE TO PROCEED within 24 hours of receipt of the notice. Additionally, you are required to place primary personnel including the project manager, in the workplace with the same 24-hour service hours required by contractor _____ hours a _____ days a week.

The NOTICE to Proceed is required to be submitted to the Agency or the Contractor. You should also sign and date this original and return it to the contractor by _____ (Contractor's Name) _____ (Contractor's Address).

In your return, your contractor is required to provide a payment and performance bond equal to 50% of the estimated cost of the debris removal services within 24 hours of receipt of the NOTICE TO PROCEED. The estimated cost of _____ (Contractor's Name) _____ (Contractor's Address) Please have the contractor's name and address included on the contract.

Submittal to the contract, you are hereby authorized to submit a work plan for debris removal (D) and to have (D) days of service work, subject to the terms of the contract. Please provide this plan to the _____ (Contractor's Name) _____ (Contractor's Address) and the contractor is not to be held responsible for any delays or costs incurred by the contractor. Please also provide the work plan to the _____ (Contractor's Name) _____ (Contractor's Address) and the contractor is not to be held responsible for any delays or costs incurred by the contractor.

Your contract will have 24 hours from the date of the Notice to Proceed to complete the debris removal monitoring services required under the contract. Additionally, all requirements set out in the contract and the Act have to be done with a start/finish date to be completed with all of them throughout the project.

This Authorized Entity point of contact for this debris removal project is _____ (Name of person with the name of receiving entity office or department). Notice may be submitted at this phone number and email address _____ and is fully authorized to administer the contract for and in the name of Authorized Entity. Any questions related to the contract should be directed to this person.

ACTIVATING ENTITY **CONTRACTOR**

Name: _____ (Name Title) Name: _____ (Name Title)

_____ _____

_____ _____

_____ _____

_____ _____

Information Needed to Activate

What NCEM Makes Available

- Contractor Contact Information
- Region Designation
- Contract Number and Date



Activating Entity Provides

- Activating Entity Point of Contact for Contract Matters with Contact Information
- Activating Entity Point of Contact for Work Performance Matters with Contact Information
- Estimated Debris Costs
- Required Work Plan Date



What these Contracts Are Not



1. Prepositioned Contracts do not transfer the financial responsibility. As the activating entity you will incur costs related to your own recovery will still be the applicant for FEMA Category A reimbursement in federally declared major disasters
2. Activating entities will still manage and oversee the debris operations in their respective jurisdictions (including obtaining all necessary permits).
3. NCEM will not manage local debris operations or apply for Category A reimbursement on behalf of another state agency or local government.
4. Local Governments will enter into MOAs with NCDOT for debris removal along state-designated roads as needed and under separate agreements directly with NCDOT according to NCDOT policies and procedures.



**Chowan County Board of Commissioners
Action Agenda Item
2019-20**

To: **Susanne Stallings, Clerk**
From: Cordell Palmer

Meeting Date: 10/19/20
Date Submitted: 10/14/20

**** Verify Agenda Item deadline prior to submission as some items should be reviewed by Attorney/Finance/HR prior to Clerk submittal****

ISSUE/ACTION REQUESTED:
Background Information

PUBLIC HEARING: YES NO
Potential Cost Savings YES NO

"Hide from the wind, Run from the water" is the slogan for evacuations during hurricanes.

The Chowan County control group met with the NC Emergency Management Meteorologist last fall to establish evacuation zones for Chowan County. Based upon flood potential scenario's using the Edenton waterfront park weather station data the three zones in the attachment were reached. The zones were drawn using roads for reference and not everyone in those zones have the same flood potential. The red zone is based upon a storm approaching from the southeast, the orange zone based upon a storm approaching from the west/southwest and the purple zone to evacuate all of Chowan County. The flooding potential scenario used to make the zones can be found at fiman.nc.gov.

The idea behind the zones is to more clearly communicate who needs to evacuate. Every jurisdiction is different and other county's in NC have more than three zones.

This presentation is for informational purposes. A formal adoption of the zones is not required.

ATTACHMENTS: YES NO

FINANCIAL:

BUDGET AMENDMENT REQUIRED: YES NO N/A

CAPITAL PROJECT/GRANT ORDINANCE REQUIRED: YES NO N/A

PRE-AUDIT CERTIFICATION REQUIRED: YES NO N/A

REVIEWED BY DIRECTOR OF FINANCE: YES NO

COMMENTS:

PERSONNEL MATTER:

REVIEWED BY HUMAN RESOURCES: YES NO N/A

COMMENTS:

CONTRACTS/AGREEMENTS:

REVIEWED BY THE COUNTY ATTORNEY: YES NO N/A

COMMENTS:

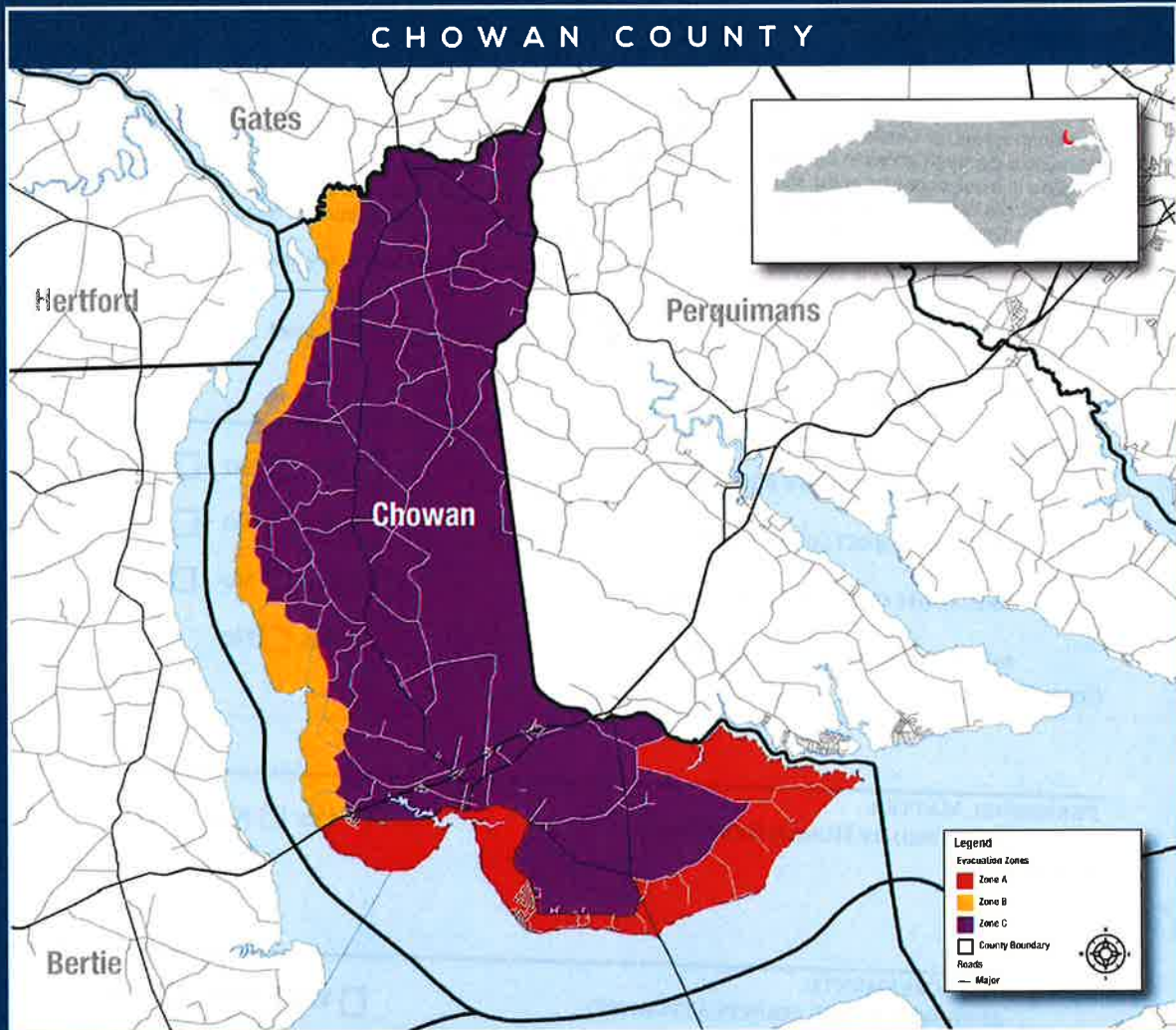
COUNTY MANAGER'S RECOMMENDATION:

RECOMMENDS APPROVAL: YES NO N/A

COMMENTS:

KNOW YOUR ZONE

In an emergency, local officials will order evacuations using zones to keep your family safe. These zones highlight areas most at risk to impacts from hurricanes, tropical storms, and other hazards.



Find your evacuation zone where you live, work or play.
KNOWYOURZONE.NC.GOV





**Chowan County Board of Commissioners
Action Agenda Item
2019-20**

To: **Susanne Stallings, Clerk**
From: Cordell Palmer

Meeting Date: 10/19/20
Date Submitted: 10/14/20

**** Verify Agenda Item deadline prior to submission as some items should be reviewed by Attorney/Finance/HR prior to Clerk submittal****

ISSUE/ACTION REQUESTED:
Background Information

PUBLIC HEARING: YES NO
Potential Cost Savings YES NO

At a recent meeting the board approved a staff request to add "corrals" on the four county owned water towers for the purpose of attaching antennas. The attached agreement is a draft agreement that staff have been working on with the two Wireless Internet Service Providers for their ability to use the towers for providing wireless internet service.

Staff request tentative approval of the agreement with Net-Change and Inteliport with the contingency of final approval by the county attorney.

ATTACHMENTS: Yes No

FINANCIAL:

BUDGET AMENDMENT REQUIRED: YES NO N/A

CAPITAL PROJECT/GRANT ORDINANCE REQUIRED: YES NO N/A

PRE-AUDIT CERTIFICATION REQUIRED: YES NO N/A

REVIEWED BY DIRECTOR OF FINANCE: YES NO

COMMENTS:

PERSONNEL MATTER:

REVIEWED BY HUMAN RESOURCES: YES NO N/A

COMMENTS:

CONTRACTS/AGREEMENTS:

REVIEWED BY THE COUNTY ATTORNEY: YES NO N/A

COMMENTS:

COUNTY MANAGER'S RECOMMENDATION:

RECOMMENDS APPROVAL: YES NO N/A

COMMENTS:

AGREEMENT FOR PLACEMENT
OF RADIO COMMUNICATION EQUIPMENT UPON
CHOWAN COUNTY WATER TOWERS

THIS AGREEMENT made and entered into this the ____ day of _____, 2020 by and between the CHOWAN COUNTY, a body politic, (hereinafter referred to as County), and _____, a _____ business, (hereinafter referred to as Vendor).

WITNESSETH:

WHEREAS, County owns the property described as the premises below and uses the property for a water tower and to provide water service to the customers of the County Water Systems; and

WHEREAS, Vendor desires to erect, install, maintain and operate the radio communications equipment described in Exhibit B, attached hereto and incorporated herein by reference as if fully set out, upon the water tower located on the premises; and

WHEREAS, County has agreed to grant unto Vendor a non-exclusive license to install, maintain and operate radio communication equipment upon the premises pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. Premises: The premises shall be the property described in Exhibit A attached hereto together with the elevated water storage tank (hereinafter referred to as Tank) located upon such premises together with any road, roadways, or easements to which County has ownership or control for the purpose of allowing Vendor access to the premises for the purposes contained herein and to allow access for such utilities as may be necessary for Vendor to use the premises for the purposes set forth herein.

2. Use: Subject to the terms and conditions hereof, County grants to the Vendor the non-exclusive access to install, maintain and operate the radio communications equipment upon the elevated storage tank located upon the premises described above and to the ancillary structures described in Exhibit B. Vendor's use of the premises shall be non-exclusive and shall not interfere with other uses located upon the premises prior to Vendor's use. Vendor further acknowledges and agrees that the primary use of the premises is for a water storage tower for County and that in no event shall Vendor's use of the premises interfere with the primary use of the property for a water storage facility or for any other purpose for which County may use the premises or the tank located upon the premises, including the installation of communication equipment used on behalf of County, its departments or agencies, now or in the future. Chowan County is offering space on the crowns of its water towers in an effort to increase high speed internet availability to the public. Wireless Internet Service Providers (WISPs) utilizing Chowan County Water Towers shall provide evidence that sufficiently demonstrates either an increase in coverage by square miles and/or an increase in ability to offer the minimum FCC standard of 25 megabytes per second download speed and 3 megabytes per second upload internet speed. The evidence will be reviewed by an outside auditor and the WISP shall be willing and available to provide additional evidence as required by the auditor. Any proprietary information shall be labeled conspicuously and will only be used for the audit purposes.

3. The parties agree that should the County determine, in its sole discretion, that the performance of this Agreement interferes with the primary function of the premises to provide water services to the County customers or with any other uses of the premises or tank for County purposes, or is otherwise

inconsistent with the best interests of the County, the County shall notify Vendor and Vendor shall have ninety (90) days to respond to such determination. If the said response is not acceptable for any reason in the sole judgment of the County, County may terminate this Agreement, and Vendor must completely vacate the site by the expiration of one hundred twenty (120) days from the date of notice of County's determination. Vendor shall have no right to any cause of action for County's termination of this Agreement under this provision.

If Vendor determines, in its sole judgment, that the operation of the tank by County, or the use of the tank or the premises for County purposes is creating interference with Vendor's use and operation of the facilities at the site, Vendor may terminate this agreement by giving County ninety (90) day's written notice. Upon giving of such notice, Vendor shall have ninety (90) days in which to remove all of its equipment and facilities from the premises.

4. In the event that ancillary ground structures are necessary, such structures and the location thereof shall be described in Exhibit B. County shall approve the exact location of such improvements in advance and no construction shall begin until such approval has been given.

5. Access to Premises: During the term of this Agreement, Vendor shall be granted access to the premises for the purpose of construction, operation and maintenance of the equipment installed pursuant to the terms of this Agreement. Notwithstanding the foregoing, Vendor, shall, at no time, be upon the premises without providing verbal notification to Water Treatment Operator-In-Responsible Charge at (252) 482-7277, Director (252) 482-2627, or Chowan Central Communications (252) 482-4444.

6. The initial term of this Agreement shall be for a period of one year commencing upon the date hereof and terminating at midnight 365 days from such date. Thereafter, the term of this Agreement shall automatically be extended for up to 20 additional one-year terms, unless Vendor shall, within one hundred twenty (120) days from the expiration of the given term, provide written notice to County that it does not desire to renew this Agreement.

7. Rent: Vendor shall pay County, as rent, either of the following as determined at the sole discretion of the County and as indicated by the mark affixed below: the sum of \$x,xxx.xx per month.

Such rent shall be payable on the first day of each month in advance to County at the address specified below. If this Agreement commences on a day other than the first day of a month, the rental payment shall be pro-rated for that month according to the number of days from the commencement date to the end of that month and shall be payable on the commencement date.

8. In the event that this Agreement is terminated on a date other than the last day of a month, the rent shall be pro-rated as of the date of termination and in the event of termination for any reason other than non-payment of rent, any prepaid rents shall be refunded to Vendor.

9. Interference: In the event that the operations of Vendor under this Agreement interfere with the transmitting or receiving of radio, television, telephone, or other electronic signals or devices existing on the site prior to the date of this Agreement, or which are owned by County and installed by them at any time, Vendor shall, at its own expense after written notice from County, correct such interference. In the event that such interference is not corrected within ninety (90) days County shall have the right to terminate as provided in paragraph 3 above. This provision shall not apply to test periods where the sources of the interference are being determined for purposes of suppression. In the event that any device is installed on the site after the date hereof by another Vendor and not on behalf of County, shall interfere with Vendor's transmission or reception, County shall cause such interference to be eliminated as soon as reasonably possible at no cost to Vendor. In the event that such interference does not cease within a

reasonable period, the parties acknowledge that Vendor shall have the right to terminate this Agreement.

10. Operation of Equipment: Vendor shall operate its equipment during the term hereof in compliance with all present and future rules and regulations imposed by any local, State or Federal authority having jurisdiction with respect thereto, including, without limitation, rules and regulations of the Federal Communications Commission (hereinafter referred to as the FCC) and the Federal Aviation Administration (hereinafter referred to as the FAA) prior to installation of its equipment or making any modifications or changes to its equipment, if any, Vendor shall comply with the following:

I. Vendor shall submit all plans and specifications to County for approval;

II. Prior to commencement of any work, Vendor shall obtain County's written approval and the required approvals of all Federal, State and local agencies. Vendor shall promptly deliver to County, written proof of its compliance with all applicable Federal, State and local laws, rules and regulations in connection with any installation, changes or modifications of equipment;

III. All the installations, modifications or changes to Vendor's equipment shall conform with County's design specifications and requirements, including weight and wind load requirements. Vendor shall, prior to commencement of any construction, provide County with a written certification, under seal, from an engineer, licensed in the State of North Carolina, certifying that County's Tower is structurally sufficient to carry the loads created by the installation of Vendor's proposed equipment, that the installation of such equipment will not create any greater risk of damage or destruction to County's tower or other facilities, and that upon installation the tower will still comply with all wind load requirements and specifications of County. The certification required by this paragraph, together with all supporting documentation, data and other information used or necessary in determining compliance, shall be submitted to the County's engineer for review and approval. In the event that the County Engineer's findings do not support the findings of Vendor's Engineer, this agreement shall be terminated. Vendor agrees to indemnify and hold harmless County from any loss or damage to person, property or otherwise resulting from a tank failure or damage caused by the installation of the equipment contemplated by this agreement.

IV. All of Vendor's equipment shall be clearly marked to show Vendor's name, address, telephone number and the name of the person to contact in case of emergency, FCC call sign, frequency and location. All co-axle cable shall be identified in the same manner at the bottom and top of each transmission line.

V. The Vendor recognizes that the County's tower coating is currently under warranty. Vendor shall take no action that will void or limit such warranty.

VI. Cable guards shall be used on all cable running from the ground to the equipment installed on the tank such that such cables cannot be used for access to the tank.

VII. The installation and maintenance of all of Vendor's equipment, cables, and other appurtenances, shall be performed in a manner to prevent contamination of the water supply through roof penetration or otherwise.

11. In all matters where County's approval is required and County should determine in its reasonable discretion that a possibility or a threat of interference or other disruption of the business of County or other existing Vendors exists, County shall have the absolute right to withhold consent.

12. Vendor shall at its sole cost and expense obtain its own electrical power supply and other

required utilities directly from the appropriate public utility company. Vendor hereby agrees that all power lines and utility lines installed by Vendor shall be located as directed by County.

13. In the event that a zoning variance, special use permit, or some other governmental approval is required in connection with the installation of or any proposed modification to Vendor's equipment, Vendor shall be solely responsible for obtaining the appropriate approval.

14. Maintenance of Tower Facilities:

A. County agrees to maintain the water tank in a safe and proper working condition in accordance with all applicable rules and regulations of the FAA. All costs incurred in connection with lighting, painting, repairing, and maintaining the water tank shall be the responsibility of County. County will provide Vendor with no less than thirty (30) days written notice prior to any non-emergency painting, repair or other maintenance with respect to the tank. During any painting, repair or other maintenance to the tank or during any other time in which Vendor is unable to operate its antenna facilities upon the premises, Vendor shall have the right to install a temporary tower "cell on wheels" (hereinafter referred to as COW) on the property, so long as such COW does not interfere with other uses of the premises. County agrees to inspect and monitor any required water tank lights and automatic alarm systems that are required at such times that are necessary to insure proper operation in accordance with any regulatory requirements. In the event any top steady burning light or any flashing construction light, required to be upon the water tower, ceases to function properly, County shall notify Vendor and the nearest FAA flight service station and when such light is repaired, County shall notify Vendor and the FAA flight service station. Notwithstanding the foregoing, County shall have no responsibility for any lighting, which is required as a result of the installation of equipment installed by Vendor. The responsibility for maintaining lighting upon Vendor's equipment or which is required to be installed as a result of the installation of Vendor's equipment shall be the responsibility of Vendor, and Vendor agrees to indemnify and hold harmless County from same and from any liability resulting from its failure to so maintain such lighting.

B. All trade fixtures and equipment installed by Vendor, if any, for its purposes, whether or not attached to the premises shall be the property of Vendor and will be removable at any time during the term of this Agreement or at the expiration or termination hereof. County shall have no right or claim to any insurance proceeds payable on account of any damage or destruction to any of the property of Vendor.

C. Any easements or rights granted to Vendor, unless otherwise provided herein, shall continue for a period of ninety (90) days after the expiration or termination of this Agreement in order to provide Vendor with sufficient time to remove its property and equipment from County's property.

D. Vendor shall paint any visible equipment or structures located upon the tower or upon the premises, a color or colors approved by the County.

E. Notwithstanding any other provision of this agreement, in the event that County elects to take the water tower which is the subject of this agreement out of service, County shall give Vendor notice of its intent to take the tower out of service and Vendor shall have 180 days from the date of the notice to remove all of their fixtures, buildings, structures equipment or other items installed upon the tower or County's premises pursuant to this agreement.

15. Damage or Destruction to Site: In the event the site or any part thereof is damaged or

destroyed by the elements or any cause, County may elect to repair, rebuild or restore the site or any part thereof, to the same condition that it was immediately prior to such casualty. In such event, the rental payments required herein shall cease as of the date of such casualty until the site, in Vendor's opinion, is restored to a usable condition for Vendor's operation. County shall also have the right to elect not to repair the site and upon such election, County shall send to Vendor, a notice of cancellation of this agreement within thirty (30) days of such casualty. In the event that County fails to give Vendor notice of its intention to repair the site within such thirty (30) day period or in the event that County has failed to repair the site within one hundred eighty (180) days after the day of the casualty, Vendor may terminate this Agreement by giving written notice thereof to County within five (5) days of such thirty (30) day or one hundred eighty (180) day period, as the case may be. If this Agreement is canceled, the payments required herein shall terminate as of the date of such casualty. County shall not be responsible or liable to Vendor for any loss, damage or expense it may be occasioned by, through or in connection with any acts, omissions or other Vendor occupying the site or for any structural failure or power failure by the destruction or damage to the site.

16. Removal of Antenna Facilities Upon Termination: Following any termination or expiration of this Agreement, Vendor shall remove all of its antenna facilities. In performing such removal, Vendor shall restore the premises and fixtures thereon to as good a condition as they were in prior to the installation or placement of the antenna facilities upon the premises, ordinary wear and tear accepted. In the event County is required to remove and dispose such antenna facilities, Vendor shall reimburse County for the reasonable costs and expenses for such removal and restoration of the premises.

17. Termination: In addition to any other provision of this Agreement which provides for termination, this Agreement may be terminated, without penalty or liability, as follows:

A. By County in the event of a failure or refusal of Vendor to pay rent or other payment within ten (10) days after written notice that such payment is due and has been mailed by County to Vendor;

B. By either party upon the default of any covenant, term or condition of this Agreement which is not cured within sixty (60) days of receipt of written notice of default, without, however, limiting any other rights available to the parties pursuant to any other provisions of this Agreement;

C. By Vendor upon thirty (30) days prior written notice if it is unable to obtain or maintain any license, permit or other approval necessary to the operation of the antenna facility or Vendor's business;

D. By Vendor upon ninety (ninety (90)) days written notice that the premises are or become unacceptable under Vendor's design or engineering specifications for its use of the antenna facilities;

E. Upon termination of this Agreement by County pursuant to this paragraph or pursuant to any other provision of this Agreement, such termination shall end all of County's responsibilities and liabilities to Vendor and County's sole liability to Vendor for such termination shall be the return of any prepaid rental payments.

18. Default: In the event of Vendor's default hereunder, such default being a breach of any of the terms and conditions contained herein; abandonment of either the equipment or that portion of the site upon which the equipment is installed; the filing of any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an Order for relief entered with respect to Vendor, or

seeking reorganization, arrangement, adjustment, lining up, liquidation, dissolution, composition or other relief with respect to Vendor or its debts; or the making by Vendor of any assignment or any other arrangement for the general benefit of creditors under any State Statute, upon such default, County shall be entitled at its option, to terminate this Agreement and remove Vendor's equipment, improvements and personal properties located at the site at Vendor's cost and expense and shall be entitled to recover from Vendor all rents due for the remainder of the term of this agreement. In the event that County should, as a result of Vendor's default, incur any costs or expenses on behalf of Vendor or incur or in connection with Vendor's obligations hereunder, such sums shall be immediately due to County as an additional fee hereunder, such costs and expenses to include any reasonable attorney's fees associated with the enforcement of the terms and conditions contained herein.

19. Taxes: Vendor shall pay any portion of personal property taxes attributable to the antenna facilities during the term of this Agreement. Vendor shall not be responsible for any taxes attributable to any period prior the commencement date. Vendor shall also pay any increase in real estate taxes levied against the premises, which is directly attributable to Vendor's use of the premises. County agrees to furnish proof of such increase to Vendor in a form reasonably satisfactory to Vendor.

20. Insurance:

A. Vendor shall provide comprehensive general liability insurance in an aggregate amount of \$1,000,000.00, such policy to include coverage for bodily injury, including death, arising from any one occurrence and such insurance shall name County as an additional insured on the policy. Vendor may satisfy this requirement by obtaining an appropriate endorsement to any umbrella policy or liability insurance that Vendor may maintain.

B. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risk numerated in a standard "all risk" insurance policy, and, in the event of such insured loss, neither parties' insurance company shall have a subrogated claim against the other.

21. Hold Harmless: Vendor shall be liable to County for any damage to the water tank or to any equipment located on the water tank arising out of in connection with Vendor's use or occupancy of the water tank and premises.

22. Notices: All notices, demands or other communications hereunder shall be in writing and shall deemed given if personally delivered or mailed, certified mail, return receipt requested or by overnight carrier to the following addresses:

If to County: County Manager
Chowan County, North Carolina
P.O. BOX 1030
Edenton, North Carolina, 27932

If to Vendor: _____

23. Title and Quiet Enjoyment: County wants and has the full right, power and authority to execute this Agreement and has good and other unencumbered fee simple title to the premises free of any

liens or mortgages and subject only to the rights of others who are currently using the premises for communication equipment. County further warrants that the premises may be leased without the need for any subdivision or plotting approval. In the event a change in the zoning of the premises or other governmental regulation prevents or limits Vendor from using the premises for its intended purposes, Vendor shall have the right to terminate this Agreement upon written notice to County.

24. Title Insurance. Vendor has the right to obtain a title report or commitment from a leasehold title policy from a title insurance company of its choice. If, in the opinion of Vendor, such title report shows any defects of title or any liens or encumbrances which may adversely affect Vendor's use of the premises or Vendor's ability to obtain leasehold financing, Vendor shall have the right to terminate this Agreement upon written notice to County.

25. Surveys. Vendor shall have the right to have the premises surveyed, and in the event that any defects are shown by the survey, which in the opinion of Vendor may adversely affect Vendor's use of the premises or ability to obtain leasehold financing, Vendor shall have the right to terminate this Agreement upon written notice to County.

26. Environmental Audit. Vendor shall have the right to have any environmental audit performed, and in the event that conditions exist which, in the opinion of Vendor, may adversely affect Vendor's use of the premises or ability to obtain leasehold financing, Vendor shall have the right to terminate this Agreement upon written notice to County.

27. Assignment: Vendor may assign this Agreement or sublet the premises, or a portion of the premises, its communication facilities or any improvements it has made to the premises upon written notice to County. Any such sub-lease that is entered into by Vendor shall be subject to the provisions of this Agreement and shall not release Vendor from its obligations hereunder. Vendor may, upon notice to County, mortgage or grant a security interest in this Agreement and the antenna facilities and may assign this Agreement and the antenna facilities to any such mortgagee or holders of security interests including their successors or assigns (hereinafter collectively referred to as "Mortgagees"). In such event, County shall execute such consent to leasehold financing as may be reasonably required by Mortgagee so long as such consent does not result in any liens or encumbrances upon County's property or otherwise impair County's use of its property or subject its property to the obligations of Vendor.

28. Successors and Assigns. This Agreement shall run with the premises described in Exhibit A and shall be binding upon an inured to the benefit of the parties, their respective successors or personal represents and assigns.

29. Waiver of Liens. County hereby waives any and all lien rights it may have, statutory or otherwise, concerning the antenna facilities or any portion thereof, which shall be deemed personal property for the purpose of this Agreement, regardless of whether or not the same is deemed real or personal property under applicable laws, and County gives Vendor the right to remove all or any portions of same from time to time in Vendor's sole discretion and without County's consent.

30. Mechanic's Liens: Vendor shall not suffer or permit any mechanic's, laborers or materialman's liens to be filed against the premises including the water tank or any part thereof by reason of work, labor, services or materials requested and supplies claimed to have been requested by Vendor; and if such lien shall be at any time so filed, within sixty (60) days after notice of the filing thereof, Vendor shall cause such lien to be canceled and discharged of record.

31. Entire Agreement: All of the representations and obligations of the parties are contained herein. There are no representations or understandings of any kind not set forth in this Agreement. Any

amendments to this Agreement must be made in writing and executed by both parties.

32. **Governing Law:** The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of North Carolina and that any actions to enforce this Agreement shall be commenced in the general Court of Justice in Chowan County, North Carolina.

33. **Severability:** If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

34. **Further Assurances:** Each of the parties agree to do such further acts and things and to execute and deliver such additional agreements and interest as the other may reasonably require to consummate, evidence or confirm this Agreement or any other agreement contained herein in any manner contemplated hereby.

35. **Non-Recourse:** County's liability hereunder shall be limited to any insurance coverage that it may have and in no event shall County, its affiliates or anyone associated therewith have any liability hereunder.

36. **Miscellaneous:**

A. County, upon request, shall supply Vendor with the most recent architectural and engineering plans and drawings, if available, detailing all relevant portions of the premises. Such plans, if available, will include existing wireless communication carriers and their frequencies where applicable, if such information is available to County.

B. The parties agree that the premises, including the access, cable run, grounding and utility easements shall be shown on construction drawings prepared by a licensed engineer at Vendor's expense. Such construction drawings shall then replace Exhibit A and upon approval by County, become a part hereof and shall control the description of the premises.

C. Upon execution of this agreement and the installation operation of the equipment described herein, any temporary towers or COWs in use by Vendor shall be removed from the premises.

D. Upon the execution of this agreement and upon the equipment described herein becoming operational, any other agreements between County and Vendor shall be terminated.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

CHOWAN COUNTY

By: _____
County Manager

VENDOR:

By: _____

EXHIBIT A – Legal Description of Property

Base Tank (Parcel ID: 782300049422)

Yeopim Tank (Parcel ID: 782600608413)

Valhalla Tank (Parcel ID: 689700290354)

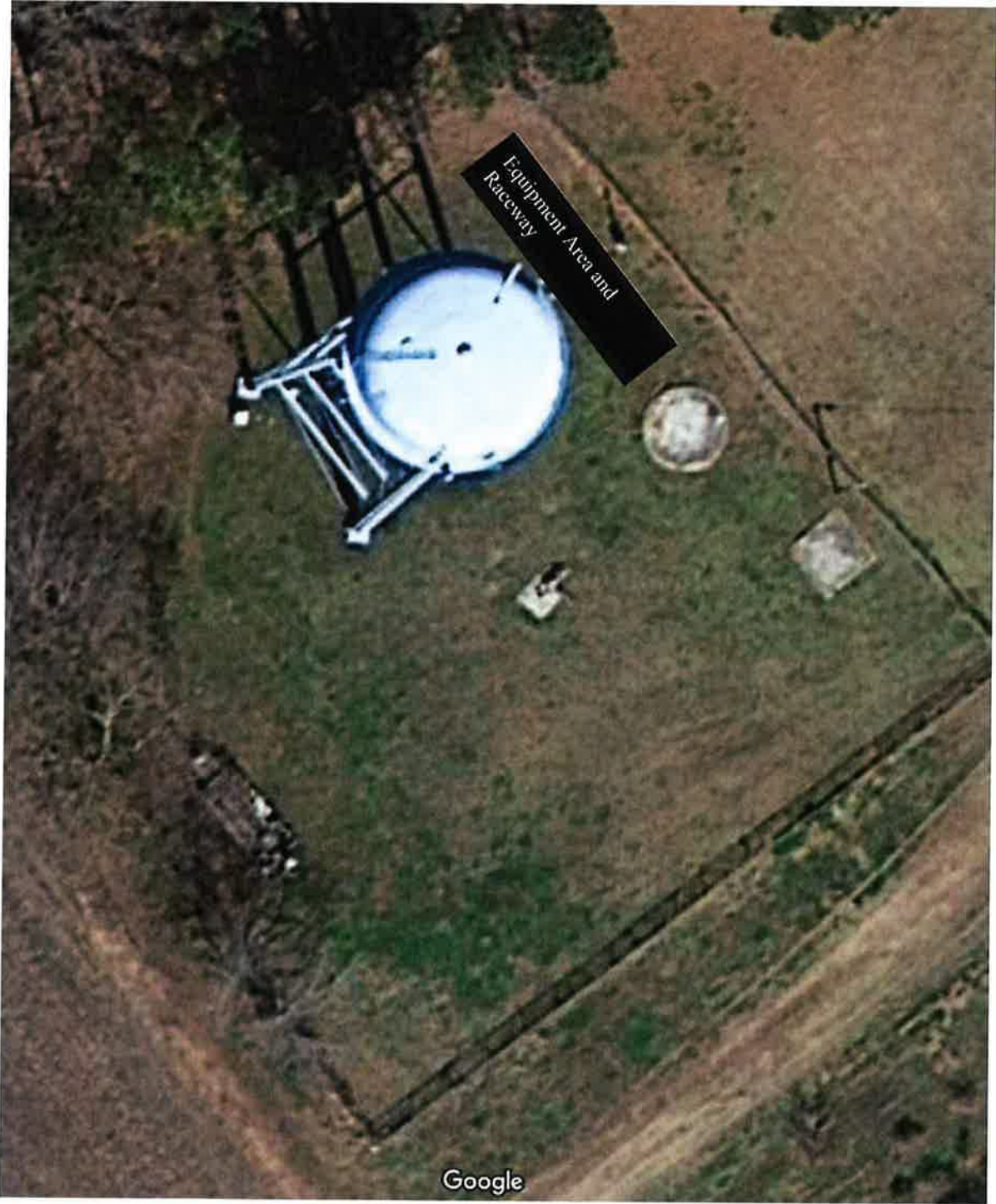
Welch Tank (Parcel ID: 699200028074)

EXHIBIT B-Site Sketch

Base Tank



Yeopim Tank



Valhalla Tank



Welch Tank





Chowan County Board of Commissioners
Action Agenda Item
2019-20

To: Susanne Stallings, Clerk
From: Cordell Palmer

Meeting Date: 10/19/20
Date Submitted: 10/14/20

**** Verify Agenda Item deadline prior to submission as some items should be reviewed by Attorney/Finance/HR prior to Clerk submittal****

ISSUE/ACTION REQUESTED:

PUBLIC HEARING: YES NO

Background Information

Potential Cost Savings YES NO

Chowan County IT request to dispose of servers, networking equipment, uninterruptible power supplies and a few other items that are past their usable life.

A list of the items to be disposed of is attached.

ATTACHMENTS: YES NO

FINANCIAL:

BUDGET AMENDMENT REQUIRED: YES NO N/A

CAPITAL PROJECT/GRANT ORDINANCE REQUIRED: YES NO N/A

PRE-AUDIT CERTIFICATION REQUIRED: YES NO N/A

REVIEWED BY DIRECTOR OF FINANCE: YES NO

COMMENTS:

PERSONNEL MATTER:

REVIEWED BY HUMAN RESOURCES: YES NO N/A

COMMENTS:

CONTRACTS/AGREEMENTS:

REVIEWED BY THE COUNTY ATTORNEY: YES NO N/A

COMMENTS:

COUNTY MANAGER'S RECOMMENDATION:

RECOMMENDS APPROVAL: YES NO N/A

COMMENTS:

HP ProLiant ML330G6		911 phone server
HP ProLiant ML330G6		911 phone server
Dell PowerEdge R200	model number	HMG9G1
HP ProLiant ML350e Gen8		911 phone server
HP ProLiant ML350e Gen8		911 Phone server
Panasonic ToughBook	model number	CF-30
panasonic ToughBook	model number	cF-30
Barracuda	model number	BBS490a
Cisco MCS 7800	model number	KQXNL Y3
Cisco MCS 7800	model number	KQXNL V8
Dell PowerEdge R420	model number	14391333433
Dell PowerEdge R410	model number	11809611721
Dell PowerEdge R520	model number	16859010673
Dell PowerEdge 2950	model number	2534366017
Cisco MCS 7800	model number	KQXNL X8
McAfee Firewall Enterprise	model number	S1104
Cisco 1900 Series	model number	1921
Cisco Catalyst 3560	model number	CAT1029RKCH
Cisco CATalyst 3650	model number	FDO1939EODW
Cisco ME 3400	model number	FOC1048X3KN
Three Cisco ME3750e		
Trendnet	model number	TFC-1600
Cisco CATalyst 3560	model number	CAT1029RKCH
Dell PowerVault	model number	2U Storage Rack A
Cisco 2800 Series	model number	FTX1212A3YR
Cisco 2800	model number	FTX1212A3YR
Cisco	model number	VG224

Four server UPS's and four desktop UPS's

Chowan County
Revenue/Expenditure Summary
General Fund
Year-to-Date through 9/30/20

	Actual + Encumbrances	Adjusted Budget	Available Budget	% Budget Met
Revenues				
Ad Valorem Taxes				
Tax Penalty & Interest	9,839	50,000	40,161	20%
Prior Year - R&P	53,903	150,000	96,097	35.9%
Current Year Levy - R&P	2,069,621	10,014,540	7,944,919	21%
Prior Year - MV	53	-	(53)	100%
Current Year Levy - MV	212,147	1,029,163	817,016	21%
Total Ad Valorem Taxes	2,345,562	11,243,703	8,898,141	21%
Sales Tax				
Article 39 Sales Tax	133,190	1,081,540	948,350	12%
Article 40 Sales Tax	77,067	695,641	618,574	11%
Article 42 Sales Tax	20,362	125,540	105,178	16%
Article 44 Sales Tax	19,524	202,674	183,150	10%
Total Sales Tax	250,143	2,105,395	1,855,252	12%
Other Taxes	975	49,110	48,135	2%
Permits & Fees	63,651	363,000	299,349	18%
Departmental	132,344	667,011	534,667	20%
Miscellaneous	152,237	759,649	607,412	20%
Fund Balance Appropriations	-	1,196,004	1,196,004	0%
Total General Fund Revenue	2,944,912	16,383,872	13,438,960	18%
Expenditures				
Education Expenses	1,013,358	4,390,785	3,377,427	23%
Governmental Expenses	997,951	2,654,939	1,656,989	38%
Human Services Expenses	315,079	1,362,109	1,047,030	23%
Other Expenses	67,646	331,267	263,622	20%
Public Safety Expenses	1,040,802	4,055,855	3,015,053	26%
Transfer to Social Services	-	869,054	869,054	0%
Transfer to Re-Val	-	131,240	131,240	0%
Transfer to Debt Service	104,479	1,624,900	1,520,422	6%
Transfer to Capital Projects	55,462	-	(55,462)	100%
Transfer to EMS	-	963,723	963,723	0%
Total General Fund Expenditures	3,594,776	16,383,872	12,789,096	22%
Net General Fund (11)	(649,864)	-		

Chowan County
Revenue / Expenditure Summary by Fund
Year-to-Date through 9/30/20

	Actual + Encumbrances	Adjusted Budget	% Budget Met
GOVERNMENTAL FUNDS:			
General Fund (Fund 11, 12)			
Revenues	3,160,200	18,246,962	17.3%
Expenditures	4,161,499	18,246,962	22.8%
Net General Fund	(1,001,299)	-	
Revaluation Fund (Fund 25)			
Revenues	23	231,240	0.0%
Expenditures	227,364	231,240	98.3%
Net Revaluation Fund	(227,341)	-	
Debt Service Fund (30)			
Transfers In	104,479	1,728,473	6.0%
Expenditures	208,052	1,728,473	12.0%
Net Debt Service Fund	(103,573)	-	
Capital Project Fund (32)			
Revenues	163,869	24,409	671.3%
Expenditures	188,278	24,409	771.3%
Net Capital Project Fund	(24,409)	-	
Capital Reserve Fund (33)			
Revenues	194,837	324,409	60.1%
Expenditures	108,407	324,409	33.4%
Net Capital Reserve Fund	86,430	-	
DF Walker Renovation Fund (36)			
Revenues	-	-	0.0%
Expenditures	91,799	-	100.0%
Net DF Walker Renovation Fund	(91,799)	-	
School Capital Reserve (40)			
Revenues	84,218	755,349	11.1%
Expenditures	-	755,349	0.0%
Net School Capital Reserve	84,218	-	
Hurricane Recovery Fund (41)			
Revenues	134,445	-	100.0%
Expenditures	-	-	0.0%
Net Hurricane Recovery	134,445	-	

Chowan County
Revenue / Expenditure Summary by Fund
Year-to-Date through 9/30/20

	Actual + Encumbrances	Adjusted Budget	% Budget Met
Lottery Proceeds Fund (49)			
Revenues	-	103,573	0.0%
Expenditures	-	103,573	0.0%
Net Lottery Fund	-	-	
SPECIAL REVENUE FUNDS:			
Fire Districts (23)			
Revenues	115,941	717,845	16.2%
Expenditures	40,255	717,845	5.6%
Net Fire Districts	75,685	-	
E-911 Fund (24)			
Revenues	43,606	261,498	16.7%
Expenditures	142,752	261,498	54.6%
Net E-911 Fund	(99,146)	-	
Cares Act Relief Fund (26)			
Revenues	270,605	270,605	100.0%
Expenditures	440,241	270,605	162.7%
Net Cares Act Relief Fund	(169,636)	-	
ENTERPRISE FUNDS:			
Water Dev. Capital Reserve (22)			
Revenues	142	5,000	2.8%
Expenditures	-	5,000	0.0%
Net Water Dev Capital Reserve	142	-	
EMS (60)			
Revenues	179,065	1,865,649	9.6%
Expenditures	453,110	1,865,649	24.3%
Net EMS Fund	(274,046)	-	
Water (61)			
Revenues	478,117	1,701,582	28.1%
Expenditures	533,657	1,701,582	31.4%
Net Water Fund	(55,539)	-	
Solid Waste (62)			
Revenues	256,837	1,176,093	21.8%
Expenditures	259,003	1,176,093	22.0%
Net Solid Waste Fund	(2,166)	-	

Chowan County
Cash and Investment Summary
9/30/2020

	<u>8/31/2020</u>	<u>9/30/2020</u>	<u>Increase / (Decrease)</u>
Cash Accounts			
Petty Cash - General Fund	200	200	-
Petty Cash - Water Department	150	150	-
Cash on Deposit - Southern Bank	<u>1,550,497</u>	<u>491,832</u>	<u>(1,058,665)</u>
Total Cash Accounts	1,550,847	492,182	(1,058,665)
Investment Accounts			
Investment - BB&T	503,396	503,480	84
Investment - BB&T - Project Fund - DF Walker	211,713	211,717	4
Investment - NCCMT Portfolio	6,774	6,775	0
Investment - NCCMT Term	2,143,910	2,144,081	171
Investment - NCCMT Term / School QZAB	392,794	392,826	31
Investment - PNC Money Market - 3652	51,183	51,186	2
Investment - PNC Money Market - 8893	50,804	50,791	(13)
Investment - Southern Bank - Money Market	6,479,412	7,430,405	950,993
Investment - Southern Bank - SunEnergy	108,000	108,000	-
Investment - Southern Bank - SunEnergy	100,000	100,000	-
NCCMT Term Portfolio	<u>614,341</u>	<u>614,390</u>	<u>49</u>
Total Investment Accounts	10,662,328	11,613,649	951,321
Total Cash & Investments	<u>12,213,174</u>	<u>12,105,831</u>	<u>(107,343)</u>