

Regular Meeting
Monday, October 3, 2016
Chowan County Public Safety Center
305 West Freemason St.
Edenton, NC
6:00pm

The meeting was recorded. The audio recording is in the meeting file labeled October 3, 2016.

Present Chairman Jeff Smith, Commissioners Alex Kehayes, John Mitchener and Keith Nixon.

Commissioners Emmett Winborne and Ellis Lawrence were absent.

Commissioner Bonner joined the meeting at 6:55pm.

Staff present County Manager Kevin Howard County Attorney Lauren Arizaga-Womble and Board Clerk Susanne Stallings.

Regular Meeting

Chairman Smith called the meeting to order and led all in attendance in the pledge of allegiance. Commissioner Kehayes then offered the invocation.

Approval of Agenda

Chairman Smith presented the agenda.

Ms. Stallings noted the closed session should be listed for attorney client and personnel only.

Commissioner Nixon moved to approve the agenda as amended. Chairman Smith asked for all in favor, the motion passed unanimously (4-0).

Public Comment

Chairman Smith opened the floor to public comment in accordance with NCGS 153A-52.1

Being no public comment, Chairman Smith closed the floor.

Consent Agenda

a. Budget Amendment

1617-004

Account Code	Description	Old	+ or (-)	New
12-5380-539-20	CRISIS INTERVENTION	79,738.00	(4,844.83)	74,893.17
12-3531-230-01	SOCIAL SERVICES ADMIN	1,558,027.00	(4,844.83)	1,553,182.17
Balanced:		1,637,765.00	(9,689.66)	1,628,075.34

Justification:

This request is based upon the receipt of allocations totalling (see attached) of \$77,242. Also attached is a DSS Terminal message received in regards to the adjustment made in the CIP system to reduce the allocation amount by the June 2016 expenditure amount (attached). Since Crisis Intervention is 100% federally funded, I am requesting to amend the SS Admin revenues by the same amount.

1617-005

Account Code	Description	Old	+ or (-)	New
12-5380-539-06	Day Care	612,005.00	16,056.00	628,061.00
12-3531-230-02	Day Care	612,005.00	16,056.00	628,061.00
Balanced:		1,224,010.00	32,112.00	1,256,122.00

Justification:

This request is based upon the receipt of the initial allocation (see attached) of \$628,061. Since Day Care is 100% federally funded, I am requesting to amend revenues as well.

Commissioner Kehayes moved to approve the budget amendment as presented. Chairman Smith asked for all in favor, the motion passed unanimously (4-0).

Sheriff Request

Chief Deputy Andy Bunch provided the Board with a request from Sheriff Dwayne Goodwin to purchase bullet proof vests. He stated that the Sheriff's Office has taken in over \$10,000 in revenues for Sheriff Transports of the wind turbines for the Amazon Wind Project in Pasquotank County. He stated that these revenues will more than cover the purchase of 17 vests at \$400 each. He stated the total purchase would be around \$7000. He noted there are at least 8 more planned transports which will result in additional revenue for the County.

Commissioner Kehayes asked about the life of the vests.

Mr. Bunch stated the vests are guaranteed for 5 years.

Commissioner Kehayes and Mr. Bunch discussed the current Kevlar vests in the Sheriff's Office.

Mr. Bunch stated that many deputies have Kevlar vests however this type of vest is smaller and more convenient to put on quickly in the patrol car.

Commissioner Nixon asked if there is any documentation of the cost for the transports, including the mileage and manpower costs.

Mr. Bunch stated that he knows the mileage for the trips. He stated he calculated miles per gallon average.

Commissioner Nixon stated he would like information to help with the decision and hours. He stated he would like information on what the surrounding counties have.

Commissioner Mitchener asked if what the Sheriff's office currently has is sufficient.

Mr. Bunch stated that vests they currently have are sufficient for small guns and he noted that the vests are big and bulky. He stated that these will provide coverage for a rifle which the current vests do not.

Commissioner Kehayes stated he would like more information on the vests including comparable prices and materials. He stated he was concerned that the Sheriff's office only was visited by one good salesman.

Mr. Bunch stated he has not seen many vests like this one.

Chairman Smith asked if this request is time sensitive.

Mr. Bunch stated it was not

Chairman Smith asked Mr. Bunch if he will bring back comparable product information.

Commissioner Nixon stated he would like a per man cost including health insurance and taxes.

Mr. Bunch noted the County is not paying the deputy for the man-hours. He stated the county is only providing the vehicles.

The Board discussed looking into repairs for the Sheriff's Office boat.

County Extension Salary Supplements

County Manager Kevin Howard stated that previously the Board approved partial salary supplements for Extension. He stated that that this corrects the previous split with the State.

Chairman Smith noted this is not something the County will have a lot of say in.

Mr. Howard noted this also includes a salary increase from the State.

Commissioner Kehayes asked for clarification on the increase.

Mr. Howard stated that it is .75%. He stated the salary was cut in half.

Commissioner Nixon stated he would like more information on the State increasing the salaries. He asked what the new total would be.

Mr. Howard stated the total increase is \$26,063 but for this night will be \$1,584.

Commissioner Nixon moved to approve the increase of \$1,584.

Chairman Smith asked for all in favor, the motion passed unanimously (4-0).

Tax Items

County/Town Tax Collection Agreement

Tax Foreclosure Agreement

Mr. Howard provided the Board with the proposed contracts for the County/Town Tax Collection Agreement and the Tax Foreclosure Agreement with Zacchaeus.

Ms. Womble stated she has reviewed the proposed agreements and has approved the proposed language.

Commissioner Mitchener asked for clarification on the fee per parcel.

Mr. Howard stated this agreement allows for more collection in back taxes. He stated the County will collect what we pay the collector (Zacchaeus) in the collection.

Commissioner Nixon gave an example of a \$2,000 foreclosure costing \$5,000.

Mr. Howard stated the County will review each foreclosure on a case by case basis.

Commissioner Nixon asked about the length of the contract.

Ms. Womble stated that there is no end date.

Commissioner Mitchener discussed the fee.

Chairman Smith stated the fee is charged to the property owner.

Ms. Womble stated that her experience in tax foreclosure is a \$275 fee and that is part of what is paid by the Taxpayer. When the property is listed for foreclosure, all fees are included in the opening bid (attorney fees, publication fees etc.). She stated if the County moves on to foreclosure often the property owner does come forward with payment. If the property does not sell then the County can recoup the fees that are charged.

Commissioner Nixon stated he is ok with moving forward with moving forward with the contract with the legal review.

Commissioner Mitchener moved to approve the County and Town Tax Collection Agreement and the Tax Foreclosure agreement.

Chairman Smith asked for all in favor, the motion passed unanimously (4-0).

NORTH CAROLINA
CHOWAN COUNTY

THIS AGREEMENT is entered into by and between CHOWAN COUNTY, a body politic and political subdivision of the State of North Carolina (hereinafter "County") and the TOWN OF EDENTON, a municipal corporation under the laws of North Carolina (hereinafter "Town").

Recitals

1. Whereas, the County collects the Town's property taxes for the Town pursuant to a tax collection contract or service agreement dated May 13, 1986 as modified and amended by an undated document addressing collection of solid waste disposal fees effective October 15, 1991 and by a memorandum of agreement dated March 27, 2000 (hereinafter collectively designated the "Tax Collection Contract;" all of such documents being hereby incorporated by reference); and
2. Whereas, the County desires to employ Mark D. Bardill, P.C. pursuant to a "Tax Foreclosure Attorney Agreement" (Exhibit A attached) to assist County in collection of unpaid property taxes when any portion is delinquent by one year or more and has requested that Town grant its consent;

Now, therefore, for and in consideration of the mutual covenants hereinafter expressed, it is agreed between the parties as follows:

Section 1 **Amendment of Tax Collection Contract**

Since the Tax Foreclosure Attorney Agreement (Exhibit A) proposes to permit, authorize and sanction the use of any lawful measures permitted by the State of North Carolina, including but not limited to Chapter 105 of the N.C. General Statutes, to collect property taxes that are delinquent by one year or more, but the Tax Collection Contract between the County and the Town limits the County's ability to utilize some of those measures, County and Town hereby

agree to nullify from this date forward any provision in the Tax Collection Contract which limits, or may limit, restricts, or may restrict County, or its attorney, from exercising any and all collection procedures and remedies under the laws of the State North Carolina, including but not limited to Chapter 105 of the North Carolina General Statutes with respect to property taxes that are delinquent by one year or more.

Section 2
Use of Independent
Contractor

The County intends to employ Mark D. Bardill, P.C. as an independent contractor pursuant to Exhibit A attached hereto to collect property taxes for the County that are delinquent for more than one year. Since the Town has contracted with the County to collect the Town's property taxes, the County shall be solely responsible for lawful authorization to employ an independent contractor such as Mark D. Bardill, P.C. to assist the County in collecting property taxes, the compensation of any independent contractor such as Mark D. Bardill, P.C., the management of the contract with any independent contractor such as Mark D. Bardill, P.C., and otherwise discharging the County's lawful obligations to Town under the Tax Collection Contract. County shall hold Town harmless from any and all claims arising out of the actions or inactions of any independent contractor such as Mark D. Bardill, P.C. employed by the County to assist the County in the collection of delinquent property taxes.

Section 3
Ratification

All other provisions of the Tax Collection Contract between County and Town not expressly nullified, amended or modified by this Amendment are ratified and affirmed.

A copy of the agreement with Mark D. Bardhill (Zacchaeus) is in the meeting file labeled October 3, 2016.

Senior Center Annual Report

Senior Center Director Connie Parker provided the Board with the annual report from the Senior Center. A copy of the Power Point is in the meeting file labeled October 3, 2016.

External Board and Committee Reports

Commissioner Mitchener provided an update on the Destination Downtown Edenton Board.

Chairman Smith provided an update from his attendance of the Health Department Board meeting.

Manager's Report

Mr. Howard noted the Shepard Building should be completed within the next two weeks. He stated that DMV will operate out of the mobile unit for at least two or three weeks in the parking lot before moving into the building.

Mr. Howard stated he is looking into the issues at Bennett's Millpond from recent storms. He noted that staff is monitoring the track of Hurricane Matthew.

Commissioner Bonner joined the meeting.

Timely and Important Matters

There were none

Closed Session

Commissioner Nixon moved that the Board go into closed session, in accordance with NCGS 143-318 (11) (a) (3 and 6) attorney client consultation and personnel.

Chairman Smith asked for all in favor, the motion passed unanimously (5-0).

The minutes of the closed session are sealed.

Commissioner Nixon moved to come out of closed session. Chairman Smith asked for all in favor, the motion passed unanimously (5-0).

Adjourn

Being no further business Commissioner Mitchener moved that the meeting be adjourned. Chairman Smith asked for all in favor, the motion passed unanimously (5-0).

Jeffery Smith, Chairman

Susanne Stallings, Clerk