



Biscoe Town Council Meeting Agenda for August 12, 2019 at 7:00 pm

1. Call to Order **Mayor Blake**
Pledge of Allegiance
Moment of Silence

Conflict of Interest Statement:
"In keeping with the Conflict of Interest Laws outlined in Chapter 138A of the North Carolina Board of Ethics, any conflicts of interest or appearance of conflict with matters coming before the Board of Commissioners should be declared." "Having received our agenda for this evening's meeting, are there any conflicts of interest to be announced? If so please, state them at this time."

2. Consent Agenda **Mayor Blake**
 - a) Approval of the Agenda
 - b) Approval of July 8, 2019 Regular Meeting Minutes
 - c) Approval of August Monthly Financial Report
 - d) Approval of Resolution for Municipal Insurance Trust of North Carolina
 - e) Approval of Opening a New Bank Account for County Fire Department Revenues
 - f) Approval of Resolution to include Water Sewer Ordinance and Amendments into the Code of Ordinances and Ordinance Book.

3. Approval of Contract for Yellow Book Auditing Requirements **Manager Holland**

4. National Night Out 2019 Report **Manager Holland**

5. Budget Amendments **Manager Holland**
 - a) Police Department – Air Conditioning Unit

6. Request for Proposals for Legal Services **Manager Holland**

7. Shady Oak Pump Station Repairs **Manager Holland**

8. International Economic Council Agreement **Manager Holland**

9. Mayor's Minutes - Commissioner Reports - Staff Reports

10. Public Comment
(Please step forward to the podium, give your name and address prior to speaking)

11. Adjournment

Please Note Our Meetings Are Recorded

**TOWN OF BISCOE
BOARD OF COMMISSIONERS MEETING
July 8, 2019**

The Biscoe Town Board of Commissioners met in a regular session on Monday, July 8, 2019 at 7:00 pm in the Municipal Building. Present were: Mayor Jimmy Blake, Mayor Pro-Tem Jerry Smith, Commissioners Gene Anderson, Kay Cagle Kinch and John Beard. (James Cagle, Jr. "Jimmy" Cagle's seat is vacant due to his death on December 30, 2017).

Members of Management Present: Town Manager Brandon Holland, Town Clerk Laura Morton, Public Works Director Sam Stewart and Police Chief Shane Armstrong.

Call to Order/Pledge of Allegiance

Mayor Blake called the meeting to order at 7:00 pm. The Pledge of Allegiance to the American Flag was recited and a moment of silence was observed.

Conflict of Interest Statement

"In keeping with the Conflict of Interest Laws outlined in Chapter 138A of the North Carolina Board of Ethics, any conflicts of interest or appearance of conflict with matters coming before the Board of Commissioners should be declared," "Having received our agenda for this evening's meeting, are there any conflicts of interest to be announced? If so, please, state them at this time."

Approval of the Consent Agenda

A motion was made by Commissioner Kinch, seconded by Commissioner Beard and so the motion carried unanimously to approve consent agenda items:

- a) Approval of the Agenda
- b) Approval of June 10, 2019 Regular Meeting Minutes
- c) Approval of June 26, 2019 Special Meeting Minutes
- d) Approval of July Monthly Financial Report

AYES: 4; NAYS: 0

Public Hearing #1 for Proposed Water/Sewer Ordinance Amendment

A motion was made by Commissioner Anderson, seconded by Commissioner Kinch, and so the motion carried unanimously to recess the regular session and call to order a public hearing for the Proposed Water/Sewer Ordinance Amendment.

AYES: 4; NAYS: 0

No one spoke during the public hearing.

A motion was made by Commissioner Anderson, seconded by Commissioner Beard, and so the motion carried unanimously to close the public hearing and reconvene the regular session.

AYES: 4; NAYS: 0

Commissioner Beard asked when these changes will come into effect. Manager Holland said during the next billing cycle.

A motion was made by Commissioner Kinch, seconded by Commissioner Beard, and so the motion carried unanimously to approve the Proposed Amendments to the Water/Sewer Ordinance.

(See Attachment #1)

NC General Statutes require ordinances to have two separate readings.

AYES: 4; NAYS: 0

Mayor's Minutes - Commissioner Reports - Staff Reports

The Mayor said we need to encourage citizens to take advantage of the opportunity to run for one of the seats in the next election.

The Mayor also informed the Board the Summer Tennis Program is going good.

Town Clerk Laura Morton announced the upcoming Shred Event on August 24 from 11 am until 2 pm.

Manager Holland announced a Fair Housing meeting with State representatives at Town Hall on July 31st at 9 am. He invoiced the Board to attend.

Manager Holland also informed the Board that Bruton Street surveyors are 90% finished with their part of the project. He said at the next meeting the Board will need to request RFQs for legal services for easements on Bruton Street.

Public Comment

Ms. Wendy Clegg asked if the Board had discussed money for the Weavertown Community Center. Mayor Blake said he would like to get some facts and figures for this request.

Adjournment

There being no further business to bring before the Board, Commissioner Beard made the motion to adjourn, and Commissioner Kinch made the second. All voted in favor. Meeting adjourned at 7:15 p.m.

Mayor



Town Clerk

BISCOE MONTHLY FINANCIAL REPORT

FIRST BANK ACCOUNTS 2019 MONTHLY FINANCIAL REPORT			
ACCOUNT	INTEREST RATE	BALANCE	STATUS
MONEY MARKET - Bank 3	.05%	\$1,423,710.97	RECONCILED THRU JUNE 30 2019
GENERAL FUND 10 – CD 54 - Bank 102	.15%	\$237,228.25	RECONCILED THRU July 31, 2019
FUND 21 – CAP. RES. CD 49 - Bank 104	ACCOUNT CLOSED PER MARCH 2019 APPROVAL & A NEW NCCMT ACCT OPENED		
FUND 72 LEO – CD 30 - Bank 105	ACCOUNT CLOSED PER MARCH 2019 APPROVAL & A NEW NCCMT ACCT OPENED		
TOTAL FIRST BANK ACCOUNTS		<u>\$1,664,977.22</u>	

FIDELITY BANK ACCOUNTS 2019 MONTHLY FINANCIAL REPORT			
ACCOUNT	INTEREST RATE	BALANCE	STATUS
CENTRAL DEPOSITORY - Bank 1	.10%	\$848,620.30	RECONCILED THRU July 31, 2019
PAYROLL ACCOUNT - Bank 4	.10%	\$60,540.72	RECONCILED THRU July 31, 2019
NATIONAL NIGHT OUT **NEW Bank 120	.03%	\$2,030.35	RECONCILED THRU July 31, 2019
CDBG-I BRUTON STREET **NEW Bank 119	.50%	\$126,559.87	RECONCILED THRU July 31, 2019
TOTAL FIDELITY BANK ACCOUNTS		<u>\$1,037,751.24</u>	

2019 NC CAPITAL MANAGEMENT TRUST INVESTMENT ACCOUNTS			
ACCOUNT	INTEREST RATE	BALANCE	STATUS
NC DEBT SET-OFF GOVT - Bank 108 FUND 60	2.05%	\$10,977.75	RECONCILED THRU July 31, 2019
PAYROLL (GF) GOVT. - Bank 112 FUND 10	2.05%	\$103,698.96	RECONCILED THRU July 31, 2019
POWELL BILL ACCOUNT – GOVT. - Bank 116 FUND 11	2.05%	\$89,645.40	RECONCILED THRU JUNE 30 2019
CAPITAL RESERVE – GOVT. Bank _____ *New Account - FUND 21	2.05%	\$34,802.71	RECONCILED THRU July 31, 2019
LEO SEPARATION ALLOWANCE - GOVT Bank _____ *New Account FUND 72	2.05%	\$28,474.82	RECONCILED THRU July 31, 2019
CEMETERY (GF) TERM - Bank 113 FUND 10	2.21%	\$52,153.26	RECONCILED THRU July 31, 2019
HALLOWEEN IN THE PARK (GF) TERM Bank 114 FUND 10	2.21%	\$26,269.47	RECONCILED THRU July 31, 2019
GENERAL NEEDS (GF) TERM - Bank 115 FUND 10	2.21%	\$225,206.66	RECONCILED THRU July 31, 2019
WATER IMP. (WS) TERM Bank 111 FUND 60	2.21%	\$52,646.81	RECONCILED THRU July 31, 2019
TOTAL NCCMT INVESTMENT ACCOUNTS		<u>\$622,242.90</u>	

**Please Note In Addition to the Above Bank Accounts, Town Clerk/Finance Officer Reconciles
The Following Accounts Each Month for Biscoe Fire Department.**

FIRE DEPARTMENT - 2019 MONTHLY FINANCIAL REPORT			
ACCOUNT	INTEREST RATE	BALANCE	STATUS
BISCOE FIRE DEPARTMENT (checking) FIRST BANK - Bank 101	.10%	\$91,661.53	<i>RECONCILED THRU July 31, 2019</i>
BISCOE FIRE RELIEF FUND FIRST BANK - Bank 109	.10%	\$16,621.00	<i>RECONCILED THRU July 31, 2019</i>
BISCOE FIRE STATE RELIEF FUND FIDELITY BANK – restricted - Bank 110	.05%	\$2,050.37	<i>RECONCILED THRU July 31, 2019</i>
BISCOE FIRE DEPT CD FIDELITY BANK - Bank 117	.15%	\$35,009.70	<i>RECONCILED THRU July 31, 2019</i>
BISCOE FIRE DEPT SUPPLEMENTAL RETIREMENT ACCT. – restricted - Bank 118	.12%	\$51,054.44	<i>RECONCILED THRU July 31, 2019</i>
TOTAL FIRST BANK & FIDELITY BANK ACCOUNTS		<u>\$196,311.60</u>	

NCCMT RATES CONTINUE TO INCREASE
RATES AS OF 08.09.2019
 Rates for Government Portfolio Increased from **2.05**
 Rates for Term Portfolio Increased from **2.21**

SEWER ACROSS THE BYPASS

Golden Leaf Funds – (Grant no pay back) - \$800,000.00
 Town Funds - \$1,458,960.00
 Total Project - \$2,258,960.00

WASTEWATER TREATMENT PLANT

Clean Water Management Trust Fund Grant \$ 584,000.00
 State Revolving Loan – Interest Rate 0.00% \$1,323,106.00 Annual Payment of \$66,155.30.
 This FY Payment was made on April 12, 2019
 As of June 30, 2018, the Town owes approximately \$1,124,640.10. (To Be Paid Off May 1, 2036)

The annual payment is \$66,155.30. The next payment annual payment will be made in May of 2019. This will leave a balance of \$1,124,640.10. Total Project - \$1,190,795.40

INDUSTRIAL PUMP STATION - FIRST BANK

First Bank Commercial Loan – Interest Rate 1.75% Loan Total \$350,000.00
 Last payment of \$6,198.91 posted on August 5, 2019, the Town owes approximately \$85,860.01.

LADDER TRUCK LOAN – FIDELITY BANK

Fidelity Bank Commercial Loan – Interest Rate 3.75% Loan/Principal Total \$175,000.00 Annual Payment Amount: \$21,366.91.
 First Payment was made on June 14, 2019. Balance \$160,286.74. Loan is for 10 years. To be Paid in full May of 2028.

BRUTON STREET PUMP STATION

The Town of Biscoe has received a grant award of \$1,865,000 for their CDBG Infrastructure Application for the “Sanitary Sewer System Rehabilitation” project. The RFP for Administrative Services was awarded to LKC Engineering. Monthly progress meeting began in June of 2019.

TAX PAYMENTS RECEIVED

(Property & Vehicle Tax)

Tax Payments from Montgomery County Tax Department have been received through JANUARY 2019.

	JULY 2019
	AUGUST 2019
	SEPTEMBER 2019
	OCTOBER 2019
	NOVEMBER 2019
	DECEMBER 2019
	JANUARY 2020
	FEBRUARY 2020
	MARCH 2020
	APRIL 2020
	MAY 2020
NOT RECEIVED	JUNE 2020
	TOTAL RECEIVED AS OF DATE ABOVE

SALES & USE TAX RECEIVED

BUDGET CODE - 10-3230-000

	JULY 2019
	AUGUST 2019
	SEPTEMBER 2019
	OCTOBER 2019
	NOVEMBER 2019
	DECEMBER 2019
	JANUARY 2020
	FEBRUARY 2020
	MARCH 2020
	APRIL 2020
	MAY 2020
	JUNE 2020
	TOTAL RECEIVED AS OF DATE ABOVE

SOLID WASTE DISPOSAL TAX RECEIVED

BUDGET CODE - 10-3270-000

	AUGUST 2019
	NOVEMBER 2019
	FEBRUARY 2020
	MAY 2020
	JUNE 2020
	TOTAL RECEIVED AS OF DATE ABOVE

TELECOM SALES TAX RECEIVED

BUDGET CODE - 10-3224-350

	AUGUST 2019
	NOVEMBER 2019
	FEBRUARY 2020
	MAY 2020
	TOTAL RECEIVED AS OF DATE ABOVE

UTILITY FRANCHISE TAX RECEIVED

Budget Code - 10-3324-000

	AUGUST 2019
	NOVEMBER 2019
	FEBRUARY 2020
	MAY 2020
	TOTAL RECEIVED AS OF DATE ABOVE

VIDEO PROGRAMMING TAX RECEIVED

Budget Code - 10-3324-350

	AUGUST 2019
	NOVEMBER 2019
	FEBRUARY 2020
	MAY 2020
	TOTAL RECEIVED AS OF DATE ABOVE

TOWN OF BISCOE, NC
100,000 GALLON ELEVATED

OPTION B
SHOP TANK

WATER TANK MAINTENANCE SCHEDULE OF WORK & FEES

Year #1 2016	Year #2 2017	Year #3 2018	Year #4 2019	Year #5 2020	Year #6 2021	Year #7 2022	Year #8 2023	Year #9 2024	Year #10 2025	Year #11 2026	Year #12 2027	Year #13 2028	Year #14 2029
Exterior Lead Abatement & Interior Renovation & Engineering Report	Visual Inspection & Engineering Report	Washout Inspection & Engineering Report	Visual Inspection & Engineering Report	Washout Inspection & Engineering Report	Visual Inspection & Engineering Report	Washout Inspection & Engineering Report	Visual Inspection & Engineering Report	Washout Inspection & Engineering Report	Exterior Renovation & Engineering Report	Washout Inspection & Engineering Report	Visual Inspection & Engineering Report	Washout Inspection & Engineering Report	Interior Renovation & Engineering Report
\$50,000.00	\$57,891.00	\$57,891.00	\$57,891.00	\$57,891.00	\$10,968.00	\$11,288.00	\$11,687.00	\$12,101.00	\$12,529.00	\$812,968.00	\$13,422.00	\$13,892.00	\$14,379.00

- * Under the Asset Management Service, the tank is painted on the exterior every 8-10 years and coated on the interior every 12 to 14 years. The annual fee that you pay each year covers all future renovations, repairs, emergency services, and engineering & permitting related to the water tank.
- * The schedule of work is based upon the current condition of the tank and the tank's projected rate of deterioration and can be pushed forward if conditions warrant it.
- *** Asset Management Service Includes:
 - Two (2) Complete Interior Renovations
 - Two (2) Complete Exterior Renovations
 - Five (6) Washout Engineering Inspections
 - Five (5) Visual Engineering Inspections
 - All coating systems, emergency services, and repairs from top of vent system down to the leg foundation and everything in between is covered under this program.

Reports Completed (In addition to monthly bank reconciliations)

1st Quarter: March 2019

- 941
- NC 5Q
- Employment Security Commission
- NCDOR E-500 (Pool Concessions)
- 2nd Quarter: March 2019 941, NC 5Q, Employment Security Commission, NCDOR E-500 (Pool Concessions)
- LGC-203 Cash & Investments Report for Reporting Period ending December 31, 2018
- LEO Separation Allowance Actuarial Study Report
- US Government's System for Award Management – for DUNS Number – Annual Update
- FEMA Reports due to Hurricane Florence
- GMS and GPRS – Office of Justice Programs Annual Update

2nd Quarter: June 2019

- 941
- NC 5Q
- Employment Security Commission
- NCDOR E-500 (Pool Concessions)
- 2nd Quarter: March 2019 941, NC 5Q, Employment Security Commission, NCDOR E-500 (Pool Concessions)
- LGC-203 Cash & Investments Report for Reporting Period ending June 30, 2019
- COLL-91 Report Form – Annual Notification by Public Depositor
- NC Department of Labor Public Sector OSH Injury & Illness Survey

- Powell Bill Certified Statement, Street Listing, Certified Powell Bill Map
- Powell Bill Expenditure Report
- Equitable Sharing Expenditure Report
- CCR Annual Report Mailing
- NC Demographic Information Survey for NC Office of State Budget and Management
- Secretary of State Board Appointment Report Due September 1, 2019 – Completed
- NCDOR –E585 Sales & Use Refund Request for Sales Tax Paid July 1, 2018 thru June 30, 2019 Submitted

Working on the following reports:

- 2018-19 Worker's Comp Self Audit due August 28, 2019.

3rd Quarter: September 2019

4th Quarter: December 2019

Fiscal Year 2019 Audit is scheduled for September 3-6

The following is a list of items that will be gathered for the auditors prior to the audit:

Town of Biscoe

Client Assistance List - 6/30/19

Year End Fieldwork - General

- Electronic copy of June 30, 2019 trial balance (in excel if possible) – we would like to receive this as soon as it is complete
- Electronic copy of general ledger detail (in excel if possible) for 7/1/18-6/30/19
- Electronic copy of general ledger detail (in excel if possible for 7/1/19-fieldwork)
- Copy of any lease agreements, including lease/purchases, into which the Town has entered. Copies of all open contracts, including contracts on capital projects.
- Electronic copy of final 2018-2019 budget (in excel if possible)
- Copy of the 2018-2019 budget ordinance for all funds
- Copy of all 2018-2019 budget amendments
- List of all attorneys used in the current fiscal year with addresses
- List of any litigation outstanding at 6/30/19
- Internal control narratives
- Minutes of board meetings not on website
- Access to journal entries recorded for the period 7/1/18-6/30/19
- Schedule of inter-fund transfers
- Schedule of construction commitments, if any, outstanding at 6/30/18
- Listing of all town officials and department heads.
- Updated organizational chart
- Detail on software systems used by the Town (version, access privileges)
- Detail on IT policies of the Town (backups, passwords, outsourced or in-house, etc.)
- Listing of all locations associated with Town operations and approximate number of employees stationed there.
- Copy of employee handbook if applicable

Cash and Investments

- All bank reconciliations at June 30, 2019, including lists of outstanding checks and deposits in transit for all bank accounts
- Access to all June and July 2019 bank statements
- List of all certificates of deposit and other investments at June 30, 2019, if any. The list should include date of issue, due date, interest rate, amount, name of investment, and safekeeping location. Also, a list of investments held and liquidated during the year.

Receivables

- Aged listing of accounts receivable at June 30, 2019
- List of unpaid water bills at June 30, 2019
- Reconciliation of water billings receivable showing:
 - Beginning balance at July 1, 2018
 - Water charges billed
 - Adjustments
 - Collections
 - Ending balance at June 30, 2019

- Reconciliation of property taxes receivable, including fire district levies, if any; and motor vehicle taxes receivable for current and ten prior years showing:
 - Beginning balance at July 1, 2018
 - Current year levy
 - Discoveries
 - Releases (with date approved by Council)
 - Collections
 - Ending balance at June 30, 2019
- List of all unpaid property taxes, including fire district levies, at June 30, 2019 for the current and prior ten years.
- Summary of all property tax releases and discoveries, classified by year and district.
- List of all prepaid tax receipts at June 30, 2019
- Analysis of current year property tax levy.
- Reconciliation of sales tax receivables from sales tax report to general ledger.
- Report of top water/sewer users detailing amount outstanding at June 30, 2019 and subsequent payments received.

Inventory

- Listing of water department inventory including quantity and extended value as of June 30, 2019 reconciled to the general ledger.

Fixed Assets

- Current year additions and current year disposals
- Schedule of asset transfers between functions and/or departments
- Roll forward of capital projects, including beginning project expenditures balances, current year expenditures, transfers, if any, and ending project expenditures balances
- Account history for all capital outlay line items for all departments. The history should have a description of each item purchased, date purchased and cost. The total should agree with general ledger balance. Invoices should be available for examination.
- List of all assets sold during the year with the sales price and the original cost indicated. Please reconcile the amount of proceeds received to the amount recorded in the general ledger.
- Computation of costs incurred for all new water & sewer lines, if any. These computations should be for each line installed and should include all costs associated with its construction including cost of materials used, labor, engineering, contracts, etc.
- Listing of any intangibles purchased/donated in the current year (ex. Easements)

Accounts Payable

- List of accounts payable at June 30, 2019, classified by fund and summarized by account number. Invoices should be available for examination (Be sure to print the report as of the last day of the year from the system).
- Check register for July 1, 2018-June 30, 2019 as well as July 1, 2019-fieldwork

Payroll

- Reconciliation of wages paid per the general ledger to wages paid per Form 941 as filed for the year. Copies of all Form 941s filed for the year
- Schedule of accumulated leave time for each fund, showing hours and amounts due at current pay rates
- Schedule of accumulated sick pay for each fund
- Computation of accrued payroll as of June 30, 2019 and access to the first payroll register in July 2019 and the period covered
- Schedule of town and officer contributions for Law Enforcement Officers Special Allowance and 401k as of June 30, 2019
- Copy of actuarial valuation of Separation Allowance for Law Enforcement Officers as of December 31, 2018

Revenues/Expenditures

- Listing of all grants received and expenditures reconciled to general ledger
- Schedule of water and sewer usage gallons for the year, times the applicable water and sewer rates to agree to revenue for the year
- Copy of the Powell Bill report filed with supporting documentation
- Consumption by Range list

Governing Body Resolution of the Town of Biscoe

WHEREAS, certain municipalities and other units of local government of the State of North Carolina, as defined in G.S. 160A-460(2), have agreed to create the MUNICIPAL INSURANCE TRUST OF NORTH CAROLINA and have agreed to pool the risks associated with the provision of benefits for their designated benefit plan participants pursuant to, and to be governed by, the provisions of North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A);

NOW, THEREFORE, BE IT RESOLVED that the above named unit of local government elects to become a member of the MUNICIPAL INSURANCE TRUST OF NORTH CAROLINA upon the terms and conditions stated in the "Interlocal Agreement for a Group Self-Insurance Pool For Benefit Risk Sharing," with such future policy renewals constituting a continuing ratification of this decision to be a member of the Trust and abide by the terms and conditions of the Interlocal Agreement.

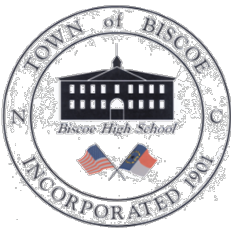
NOW, THEREFORE, BE IT FURTHER RESOLVED that the duly authorized officials of the above named unit of local government are directed to execute in the name of said unit the "Interlocal Agreement for a Group Self-Insurance Pool for Benefit Risk Sharing," a copy of which is attached to and made a part of this Resolution.

I certify that this is a true and correct copy of this Resolution, duly adopted by the governing body on the 12 day of August day of 2019 as it appears of recording its official minutes.

(Name of Unit of Local Government)

By:

James E. Blake, Mayor



ATTEST:

Laura B. Morton, CMC, NCCMC
Biscoe Town Clerk

INTERLOCAL AGREEMENT FOR A GROUP SELF-INSURANCE POOL FOR BENEFIT RISK SHARING

This Agreement, made and entered into in duplicate originals this 12th day of August 2019, by and between all the parties who are now, or may hereafter become, members of the Municipal Insurance Trust of North Carolina (hereinafter "Trust"):

WITNESSETH:

WHEREAS, certain municipalities and other units of local government of the State of North Carolina have agreed to pool the risks associated with the provision of benefits for their designated benefit plan participants (hereinafter "participants") pursuant to, and to be governed by, the provisions of North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A); and

WHEREAS, the members of the Trust have agreed upon designation of a Board of Trustees to direct the affairs of the Trust, to adopt rules, regulations, policies, and bylaws for implementing and administering the Trust, and to pass upon the admissibility of future members of the Trust; and

WHEREAS, the members have designated the North Carolina League of Municipalities as Administrator of the Trust, subject to the provisions of this Agreement and the policies adopted by the Board of Trustees; and

WHEREAS, by this Agreement the Trust will undertake to discharge, solely from the assets of this Trust, by payment, any claims for benefits covered by the Trust's plan of insurance and benefits, which awards shall have been authorized by the rules of the Trust, and when claims are otherwise determined to be due as a result of a court judgment or settlement agreement; and

WHEREAS, the members of the Trust agree to pay premiums and/or contributions based upon appropriate classifications, rates, loss experience, and other criteria adopted by the Trustees, out of a portion of which the Trust will establish and maintain a fund for the payment of the claims of participants of members, and further, that the members covenant and agree there will be no disbursements out of this fund by way of dividends or distribution of accumulated reserves to the respective members, except at the discretion of the Trustees.

WHEREAS, the members of the Trust, through action of their respective governing bodies, have elected to comply with the conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations herein contained, which are given to and accepted by each member hereof to the other, the parties hereto agree as follows:

SECTION I. PURPOSE OF AGREEMENT; COMPOSITION OF BOARD OF TRUSTEES

The purpose of the Trust established by the signatories hereto is to allow members to jointly provide health benefits, including but not limited to medical, dental, vision, life, accident, disability, and other related insurance benefits, for their participants and to provide for the risk sharing associated therewith. To this end, the Trust shall be governed by a Board of Trustees made up of eleven (11) officials or employees of units of local government. Trustees shall be appointed for three (3) year overlapping terms by the Board of Directors of the North Carolina League of Municipalities and shall serve no more than two consecutive terms. No individual shall serve concurrently on the Board of Trustees and the League's Board of Directors. In addition, the Executive Director of the North Carolina League of Municipalities shall serve as an ex-officio, non-voting member of the Board of Trustees: the ex-officio position shall not have a committee assignment, nor shall the position serve as an officer of the Board of Trustees.

SECTION II. TRUSTEES' POWERS, DUTIES, LIABILITY AND INDEMNITY

The Trustees shall have the following powers and duties, in addition to those set forth elsewhere in this Agreement:

1. To establish guidelines for membership in the Trust;
2. To establish the terms and conditions of coverage, including underwriting criteria and exclusions from coverage;
3. To ensure that all valid claims are promptly paid;
4. To establish, operate, and enforce rules, regulations, policies, and bylaws as between the individual members of the Trust and the Trust;
5. To enter into agreements with such persons, firms, or corporations as it deems appropriate to adjust claims; promote membership in the Trust; provide actuarial and underwriting services; defend against claims and lawsuits; provide accounting services; effect stop-loss coverage in such aggregate and specific amounts as is deemed appropriate; invest the assets of the Trust; provide wellness services and other risk management services for the Trust and member units; maintain records and accounts; and provide any other service necessary or desirable for the sound operation of the Trust;
6. To lease or rent real and personal property it deems to be necessary;
7. To borrow or raise monies for the purpose of the Trust to the extent that the Trustees shall deem desirable upon such terms and conditions as the Trustees in their absolute discretion may deem desirable or proper, and for any sum so borrowed to issue their promissory note as Trustees and to secure the repayment thereof by pledging all or any part of the pool; and no person or entity lending money to the Trustees shall be bound to see to the application of the money lent or inquire into the validity, expediency, or propriety of any such borrowing;

8. To rate individually any member unit with rates different from the group rates when the loss experience of the unit warrants such individual rating, in the discretion of the Trustees;
9. To take measures to maintain claim reserves equal to known incurred losses and loss adjustment expenses and to maintain an estimate of incurred but not reported losses; and
10. To take all necessary precautions to safeguard the assets of the Trust.

The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. The members agree that the Trustees shall not be liable for any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor selected with ordinary care and reasonable diligence; nor for loss incurred through investment of Trust money or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. The Trustees shall not be required to give a bond or other security to guarantee the faithful performance of their duties hereunder.

The members of the Trust agree that, for the payment of any claim against the Trust or the performance of any obligation of the pool hereunder, resort shall be had solely to the assets of the Trust, and neither the Trustee nor the Administrator shall be liable therefor. Further, the Trust shall indemnify and hold harmless the Trustees against any and all claims, suits, actions, debts, damages, costs, charges, and expenses (including but not limited to court costs and attorneys' fees) and against all liability, losses, and damages of any nature whatever, that the Trustees shall or may at any time sustain, or be put to, by reason of the exercise of their power and in the performance of their duties hereunder, or by reason of any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor, or for loss incurred through investment of Trust money or failure to invest

SECTION III. PAYMENT OF CLAIMS

The members of the Trust agree that, for the payment of any claim against the Trust or the performance of any obligation arising hereunder, resort shall be had solely to the assets of the Trust, and neither the Trustees nor the Administrator shall be liable therefor. Accordingly, lawful claims will be paid from the assets of the Trust pursuant to the types and levels of coverage established by the Board of Trustees. The Board of Trustees shall establish a schedule of types and monetary levels of coverages for which the Trust shall be responsible on behalf of its members, including provisions for levels of coverage for which the members shall be individually responsible. Such types and levels of coverage may vary according to population classifications of members, mutual agreement of the Trust and a member, or such other criteria; may be established by the Trustees. The types and level of coverage shall be shown on a plan of insurance and benefits provided to each member. The Trust shall pay all claims (less the applicable co-pays or co-insurance) for which each member incurs liability during each member's period of membership except where a member has individually retained the risk or where the risk is not covered, and except for amount of claims above the coverage provided by the Trust. The schedule so established may, from time to time, be amended by the Trustees (but not during any coverage period) to sustain the financial integrity of the Trust or to reflect the desires of the members as determined by the Trustees.

SECTION IV. MUTUAL COVENANT OF RISK SHARING

The members intend this Agreement as a mutual covenant of risk sharing and not as a partnership. No member by reason of being a member of the Trust and contributing to the pool shall be liable to the Trust, to any other member, or to any claimant, except for the payment of the premiums and/or contributions provided for in its application for membership and joinder in this Trust and for any necessary additional assessments levied by the Trustees to offset a claims fund deficiency.

SECTION V. ADMINISTRATOR

The North Carolina League of Municipalities, an unincorporated association with offices at 215 North Dawson Street, Raleigh, North Carolina, 27603, is designated as the Administrator of the Trust. Subject to the services and sponsorship agreement between the Administrator and the Trust, the Administrator shall provide day-to-day management of the Trust and shall have the authority to contract with third parties for provision of services. The Administrator may establish offices where necessary within the State of North Carolina and employ staff to carry out the Trust's purpose. The Administrator shall deposit to the account of the Trust at any financial institution or financial institutions designated by the Trustees all premiums and/or contributions as collected and such monies shall be disbursed and/or invested only as provided by the rules, regulations, policies, and bylaws of the Trustees. The Administrator may enter into financial services agreements with financial institutions and issue checks in the name of the Trust. The Administrator shall receive such compensation as shall be determined from time to time by written agreement with the Trustees.

SECTION VI. ADMISSION TO MEMBERSHIP; SUSPENSION & EXPULSION

All members of the Trust hereby agree that the Trustees may admit as members of this Trust only the units of local government set forth in North Carolina General Statute 160A-460 *et seq.* (Part I of Article 20 of Chapter 160A). The Trustees shall be sole judge of whether or not an applicant shall be admitted to membership. Except as otherwise provided in Section VII (g) of this Agreement, a member may be suspended or expelled by the Trustees from the Trust only Trust Year unless cancelled by the Trustees, or unless the member shall have resigned or withdrawn from the Trust by having written notice delivered to the Administrator on or before May 30 (i.e., the written notice must be delivered to the Administrator in accordance with Section XVI of this Agreement thirty (30) days prior to the last day, June 30, of the Trust Year). Failure to provide thirty (30) days' written notice shall subject the member to an exiting fee constituting two percent (2%) of the premium for that TrustYear.

SECTION X. MEMBERS BOUND BY AGREEMENT; TERMINATION PERMITTED ONLY AT END OF FISCAL YEAR; FINAL ACCOUNTING

Any member who formally applies for membership in this Trust and is accepted by the Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions hereof, and such application shall constitute a counterpart of this Agreement. Cancellation of the Agreement or of any plan, coverage, product or service provided by the Trust on the part of any member, or withdrawal from membership, shall be permitted only at the end of a fiscal year. A terminating member is entitled to a final accounting when all incurred claim are concluded, settled, or paid.

SECTION XI. EXTENT OF INSURANCE BENEFIT TO PARTICIPANTS

No participant of a member or any person claiming by or through or under such participant shall have any right, title, or interest in or to the Trust or any part thereof: provided, however, that any participant who shall be actually covered by the policies of insurance of any person claiming by or through such participant shall, subject to the terms and conditions of the plan of insurance and benefits under which the coverage is afforded, be entitled to the insurance benefits in the amount and to the extent provided.

SECTION XII. INTENTION OF INDEFINITE OPERATION; RESERVATION OF RIGHT TO TERMINATE TRUST; REVERSION OF MONIES OR OTHER ASSETS UPON TERMINATION

This Trust has been established with the bona fide intention that it shall be continued in operation indefinitely and that the premiums and/or contributions to the pool shall continue for an indefinite period. However, the Trustees reserve the right at any time to terminate the Trust by a written instrument to that effect executed by the Trustees. In the event of such termination, member premiums and/or contributions (other than duly authorized assessments) shall cease as of the date of termination and the assets then remaining in the pool shall continue to be used and applied, to the extent available, for the payment of benefits to participants with respect to claims arising prior to such termination and administrative and other expenses and obligations arising prior to such termination; and payment of reasonable and necessary expenses incurred in such termination.

Any monies or other assets thereafter remaining in the pool shall revert to the members of the Trust as of the date of termination pro-rata to the annual premiums and/or contributions of said members paid in the year of termination. Upon such termination, the Trustees shall continue to serve for such period of time and to the extent necessary to effectuate termination of the Trust.

SECTION XIII. AMENDMENT OF AGREEMENT

This Agreement may be amended by an agreement executed by those members constituting a majority in paid-in dollar volume of contributions to the Trust during the current Trust Year. In lieu of this amendment procedure, the members hereby appoint the Board of Directors of the North Carolina League of Municipalities as their agents to make any amendments to this Agreement which would not fundamentally alter the contemplated arrangement. For purposes of illustration, and not limitation, an amendment to increase or decrease the number of members of the Board of Trustees or their terms shall not be construed as a fundamental alteration of the arrangement, provided that the current term of a member may not be terminated by any such amendment. Written notice of any amendment proposed for adoption by the Board of Directors of the North Carolina League of Municipalities shall be delivered to each member in accordance with Section XVI of this Agreement not less than 30 days in advance. Written notice of amendments finally adopted by the Board of Directors of the North Carolina League of Municipalities shall be delivered to each member in accordance with Section XVI of this Agreement not more than 30 days after adoption.

SECTION XIV. HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for the convenience of reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION XV INTERPRETATION

This Agreement shall be governed and interpreted under the laws of the State of North Carolina. This Agreement is intended to serve as an Interlocal agreement, for purposes of executing the undertaking described in the preceding sections and paragraphs, under North Carolina General Statute 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A). The terms of this Agreement do not constitute a coverage document or form applicable to any specific claim. The liability of the Trust to the participants of any member is specifically limited to such obligations as are imposed by the plan of insurance and benefits as approved by the Trustees.

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

Failure of the Trustees, the Administrator, or their designees to insist in any one or more instances upon the performance of any of the covenants, agreements, and/or conditions of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as a waiver of any such covenant or condition.

This Agreement contains the entire agreement between the parties, whom shall not be bound by any verbal statement or agreement made heretofore.

SECTION XVI. MEMBER REPRESENTATIVES; NOTICES

There shall be a Member Representative for each member of the Trust who shall be the agent of the member for purposes of giving and receiving notices required or permitted pursuant to this Agreement. Each member shall designate a Member Representative and provide the member's postal mailing address and, if applicable, a facsimile number and electronic mail address to which the Administrator may provide notices hereunder. The Administrator shall provide forms, as needed, for use by the member in designating its Member Representative and providing its address information. Such information may be updated at any time there is a change in the information provided thereon. Until such time as different information is provided, the Member Representative shall be the member's chief administrative official as shown on the records of the Administrator, and the member's postal mailing address; facsimile number and electronic mail address also shall be that as shown on the records of the Administrator. For purposes of illustration and not limitation, a chief administrative official shall be considered to be a manager, administrator, clerk or executive director may apply with respect to a particular member.

Any notices required or permitted by this Agreement shall be in writing and may be given in person, by United States Postal Service, by facsimile, or by electronic mail. Notices shall be deemed delivered: (a) when received if delivered in person, (b) three business days after being deposited with the United States Postal Service, postage prepaid, properly addressed to the party to whom

such notice is intended to be given at the address established under this section, (c) on the date sent if given by facsimile, provided that an electronic confirmation of delivery has been received by the sender and that a copy of such notice was also sent on such date by mailing, or (d) on the date sent if given by electronic mail, provided a copy of such notice was also sent on such date by mailing and receipt of the electronic mail is acknowledged by the receiving party by return electronic mail. Notices provided to the Administrator shall be delivered, addressed or directed as follows, or to such other address as designated by the Administrator in written notice to the member provided in accordance with this paragraph:

Executive Director
North Carolina League of Municipalities
150 Fayetteville Street, Suite 300
Raleigh, North Carolina 27601
Facsimile number: 919-301-1053
Electronic address: RMSnotifications@nclm.org

IN WITNESS WHEREOF, the participating entity listed below acknowledges its membership in the Trust and acceptance of obligations hereunder, by the due execution hereof, following appropriate governing body approval, by its duly authorized official. Further, the members of the Municipal Insurance Trust of North Carolina have caused these presents to be signed by their duly authorized Chair of the Board of Trustees and have had this Agreement attested by its *duly* authorized Administrator.

WITNESS:

MUNICIPAL INSURANCE TRUST
OF NORTH CAROLINA

BY: _____
Chair Board of Trustees

MUNICIPAL INSURANCE TRUST
OF NORTH CAROLINA

BY: _____
Executive Director Administrator

TOWN OF BISCOE

Laura B. Morton, CMC, NCCMC
Biscoe Town Clerk



James E. Blake, Mayor

Approval of Opening a New Bank Account for County Fire Department Revenues

The County's new policy is to send fire departments a check in July of each year. Biscoe Fire Department received the funds in early July. The check was in the amount of \$35,000.00. Staff is recommending that a new bank account be opened at First Bank to keep track of these funds in a stand-alone account. The fire department budget has a line item listed for expenses for those county funds. The County will be auditing this and it will be cleaner to keep the funds separate. At the end of the fiscal year, a budget amendment will be made to reimburse the Town for the amount spent in the above stated budget line item.

This is similar to the way the currently operate the fire department main checking account.

Resolution to Include Water Sewer Ordinance Amendments in the Code of Ordinance Book and the Ordinance Book

WHEREAS, Biscoe Town staff attended Utility Billing and Collection Administration training at UNC School of Government in Chapel Hill;

WHEREAS, The Utility Billing and Collection Administration Course provides an overview of the authority and requirements for establishing customer accounts and billing and collecting public enterprise utility fees. The focus is on water, sewer, and solid waste enterprises. Participants engaged in a series of interactive exercises to apply general concepts to common scenarios that arise in utility billing and collections.

WHEREAS, presented proposed changes to the Biscoe Town Council on June 10, 2019. A public hearing was schedule on June 26, 2019 for their July 8, 2019 meeting.

WHEREAS, The Public Hearing advertisement ran in the Montgomery Heard on June 26, 2019 and July 3, 2019; and

WHEREAS, the Biscoe Town Council held a public hearing on July 8, 2019 at their regular monthly meeting to receive public comments regarding the proposed amendments; and

WHEREAS, at their July 8, 2019 regular monthly meeting, the Biscoe Town Council approved all proposed Water Sewer Ordinance Amendments as presented;

NOW THEREFORE BE IT RESOLVED, the Town of Biscoe Commissioners hereby approves these amendments to be added to the Biscoe Codes of Ordinances and the Biscoe Ordinance Book.

Duly adopted by the Biscoe Town Council on August 12, 2019.

James E. Blake, Mayor

ATTEST:



Laura B. Morton, Town Clerk

Approval of Contract for Yellow Book Auditing Requirements

We received the following email from our Auditor Valerie Kiger from Canon & Company on July 8:

Laura and Brandon,

“Hello! I hope you both have been doing well and enjoyed a little time off last week. I’m not sure if you have heard much about the revised “Yellow Book” guidance that has gone into effect. In short form, the new standards are putting a heavy emphasis on the independence of auditors. Basically, the new standards say that we really are not allowed to make “year-end” entries and draft the financial statements and perform the audit. To give you a little perspective of how this impacts our firm:

- Of the 13 governmental audits we perform, 3 of those have finance directors who prepare their own financial statements from start to finish.
- Of the 13 governmental audits we perform, 4 of those have an outside local accounting firm who comes in and helps with year-end closing entries and drafts the financials so that we can come in and truly “audit” the financials.
- Of the 13 governmental audits we perform, 2 of those do not prepare the financials as our audit software links in so easily but they are fully capable of preparing the financials (fund and government wide)
- The remaining 4 are those we need to work up a plan for.

Without assuming too much and given the number of adjusting entries we had last year, I feel like Biscoe would probably fall into the last category above. Please correct me if you feel I am wrong, but I don’t think either of you would be comfortable preparing the financials in their entirety including the conversion from fund accounting to government wide accounting. The alternative that the LGC has recommend and which we are going with for 2 of the above mentioned municipalities is to have you engage an outside accounting firm who provides those types of services and have them come in and draft the financials and perform any “year-end close” adjustments. The firm that does the local municipalities here is not interested in working outside of this immediate area. If you go to the LGC’s website, under audit and accounting resources, there is a list of firms that provide that type of service. I know there are a couple in Greensboro and High Point...that may be as close as we can get to your area. The cost for the ones we know of currently is not bad. I understand this may be an additional headache but I don’t see any way around it honestly. If you have questions, please feel free to give me a call or call Sharon Edmundson at the LGC. Please let me know your thoughts. I can also contact one of the firms if you would prefer on your behalf. We will certainly continue to perform the audit as long as you will allow us to.”

We received the following email from our Auditor Valerie Kiger from Canon & Company on Friday, July 12:

Laura,

“Hi. I contacted a couple of the local firms who the LGC lists as providing accounting services. Wilson Esua from Greensboro responded and will be contacting you. Keep in mind that I do not know much about this firm and merely got their name from the LGC. You will have to let me know when he calls what your impression is. Thanks.”

We received the following email from Mildrid Esua from Mildrid Esua, CPA, PLLC on Friday, July 12:

Hi Laura, good afternoon

I appreciate your time with me on the phone today.

I had called in response to an email from Valerie Kiger with Cannon & Company, LLP to get an understanding of what services you need in terms of scope and how we can work with you to present your year-end financial statements.

Please find attached above our capability statement and please let me know if you need any additional information.

We would like to recommend the Board give Town Manager Holland authority to approve this contract because of time restraints.

Capability Statement

CORE COMPETENCIES

Mildrid Esua, CPA, PLLC is a Certified Public Accounting firm located in Greensboro NC. We provide high-quality, value-added professional services and are committed to delivering efficient and effective services to our clients.

Expert in:

- Financial statement Audits, Review and Compilation
- Compliance audits
- Agreed-Upon Procedures
- Project Management Support
- Tax consultation and advisory
- Contract Audits and Close-Outs
- Budget Review and Data Analysis Support
- Risk Assessment and Management Advisory Services
- Internal Control Process Reviews



MILDRID ESUA, CPA, PLLC
Certified Public Accountant & Advisor

MILDRID ESUA, CPA, PLLC

Certified Public Accountant & Advisor

717 Green Valley Rd Suite 200 RM 238

Greensboro, NC 27408

Tel: (336) 825-7994

Fax: (336) 217-8861

Web: www.mildridesua.com

Point of Contact

Mildrid Esua, CPA, CGMA

CEO & President

Email: mildrid.esua@mildridesua.com

DUNS: 080344684, CAGE: 7Q5D7, TIN: 81-0942884

COMPANY DATA

CERTIFICATIONS

- Certified Public Accountant CPA
- Chartered Global Management Accountant CGMA
- Minority/Women Business Enterprise
- Economically Disadvantaged Woman-Owned Small Business (EDWOSB)
- DoT Certified Minority Business Enterprise (MBE)
- DoT Certified Disadvantage Business Enterprise

NAIC CODES

541211 - Offices of Certified Public Accountants (Primary)

541210 - Data Analysis and Compilation

541213 - Tax Preparation Services

541214 - Payroll Services

541219 - Other Accounting Services

541611 - Admin. Mgmt. & General Mgmt. Consulting

541618 - Other Mgmt. Consulting

541990 - All Other Professional, Scientific, & Technical

561320 Temporary Accounting Services

DIFFERENTIATORS

WHAT OUR CUSTOMERS LOVE MOST ABOUT US

Mildrid Esua, CPA, PLLC provides its clients with evolving financial and business strategies, services, technology and systems to cater for their specific needs. Besides our lean processes, and efficiency, our clients also enjoy;

- Personal attention and Verifiable results
- Our valued client relationships
- We treat our clients with courtesy and integrity
- Our ability to effectively incorporate and leverage technology to realize efficiencies.
- Small size allows us to quickly and precisely respond to our clients' needs – Accessibility
- We take personal responsibility for our work and deliver on promises and obligations to our clients

CLIENTS

- Public Schools
- Municipalities
- North Carolina Department of Transport
- Department of Health and Human Services
- Miscellaneous Public Authorities
- University of North Carolina

Listen. Respond . Solve

2019 National Night-Out Report

National Night Out was held at Biscoe Park on August 6, 2019. Approximately 200 citizens came out to the park and enjoyed hot dogs, snow cones, lemonade, music, dancing, dunking booth and bounce houses. Police, Fire, EMS, Rescue, and Highway Patrol were all present to interact with citizens and represented their agencies well. The Local Government Federal Credit Union sponsored the Kona Ice truck. The Town also received 400 bottles of water from First Bank and Fidelity Bank has sent a monetary donation.

The following is a breakdown of the cost of this event:

Item(s) Purchased	Store Purchased From	Amount
Hot Dog Chili & Slaw	Better Burger	\$39.06
Hot Dog fixings, drinks, chips	Wal-mart	\$256.54
Hot Dog buns & Weinees	Wal-mart	\$71.45
Food Service Gloves	Dollar Tree	\$1.07
Cookies (5 – 36 cookie platters)	Subway of Biscoe	\$96.30
Riley Beaman	DJ	\$200.00
Robert S. Redding	Photographer	\$150.00
Israel Moreno	Bounce Houses	\$200.00
Ink n Stitches	T-Shirts	\$663.40
Total Expenses of 2019 National Night Out		<u>\$1,677.82</u>

Remaining Funds National Night Out		
Balance in bank as of July 31, 2019		\$2,030.35
Fidelity Bank Donation	(has been mailed, not received)	
Total Expenses of 2019 National Night Out		-\$1,677.82
Remaining National Night Out Funds as of July 31, 2019		<u>\$ 352.53</u>

414 N Main St
Biscoe, NC 27209 US
910-428-4328
comfortsouth@gmail.com



Invoice

INVOICE # 4045875
DATE 07/18/2019
DUE DATE 07/18/2019
TERMS Due on receipt

BILL TO
Town of Biscoe
PO Box 1228
Biscoe, NC 27209

This instrument has been preaudited in the manner required by the N.C. Local Government Budget and Fiscal Control Act - NCGS 158-28 (a1)
Date: Amt. in Budget @ Preaudit: 7/25/19
Steve B. Mearns, Town Clerk/Finance Officer

This instrument has been preaudited in the manner required by the N.C. Local Government Budget and Fiscal Control Act - NCGS 158-28 (a1)

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

Amt. in Budget @ Preaudit: (1.00)
Steve B. Mearns, Town Clerk/Finance Officer

DATE	ACTIVITY	QTY	RATE	AMOUNT
07/18/2019	991005C Labor & Material to install 3 Ton Trane Package Heat Pump	1	5,900.00	5,900.00

BALANCE DUE **\$5,900.00**

10-4260-290

Comfort

Date Received	JUL 24 2019
Received by	<i>[Signature]</i>
Approved by	<i>[Signature]</i>
Date Paid	7-25-19
Ck. No.	44053

Shady Oak Pump Station (FEMA – Hurricane Florence)

During Hurricane Florence, the Shady Oak Pump Station building was damaged by a large tree. This is the only item from the storm project with FEMA that has not been closed out.

FEMA has met with us to discuss their guidelines for finishing out this project. Emergency recovery since this was a declared emergency area are still paid 75% by FEMA and 25% by the State, so the Town will be reimbursed for all expenses. There is a procurement process that we must follow closely.

This project will include replacing the building, replacing the electrical that will be attached to the building, and adding an emergency valve that will be used during the repair and for future emergency use.

The Town will be using the informal bid process (because of the dollar amount) with slightly more strict actions for recordkeeping and transparency purposes.



INTERNATIONAL
ECONOMIC DEVELOPMENT
COUNCIL

MEMORANDUM OF UNDERSTANDING

Between
The International Economic Development Council
and
Town of Biscoe, North Carolina
for
Participation in IEDC's Volunteer Program for Economic Recovery

This memorandum of understanding is entered into by and between the International Economic Development Council (hereinafter referred to as "IEDC"), with offices located at 734 15th Street, NW, Suite 900, Washington, D.C., 20005, and the Town of Biscoe, North Carolina located at 110 West Main Street, Biscoe, NC 27209 for the purpose of hosting a volunteer to assist with economic recovery.

- 1) IEDC agrees to plan, organize, and facilitate the deployment of a qualified volunteer by performing the following services:
 - Match the community's needs to potential volunteer(s)
 - Set up briefing call(s) between the volunteer and community
 - Arrange and reimburse the volunteer for food, lodging and travel costs
- 2) The Town of Biscoe, North Carolina agrees to provide the following support to the project:
 - Participate in briefing and coordination call(s) with the volunteer and IEDC
 - Provide space for the volunteer to work
 - Provide a scope of work, direction and any necessary supervision of the volunteer's work while on site
 - Complete an evaluation form following the volunteer's site visit

The volunteer will be on site for the project during the early fall of 2019. The volunteer will advise on economic development strategies for the town.

The individual points of contact for exchange of information described herein are listed below:

IEDC: Dana Crater, Senior Economic Development Associate, dcrater@iedconline.org, 910.833.7020

Town of Biscoe, NC: Brandon Holland, Town Manager, manager@townofbiscoe.com (910)428-4112

This memorandum of understanding shall commence on the date entered into and shall expire when the project is completed. Neither party may assign the agreement to other entities either in part or in whole unless written consent is given by both parties and the agreement is formally amended.

Both parties shall cooperate with the other and all other parties in carrying out the work encompassed in this agreement. Both parties shall execute and deliver to the other party necessary and relevant documents needed to ensure adequate briefing of the volunteer.

The Town of Biscoe, North Carolina understands that the volunteer and IEDC are providing this assistance at no cost to the community and this is an expression of goodwill assistance offered. The Town of Biscoe, North Carolina will not hold IEDC liable for the outcome of any activity performed on site, should there be any dispute of any kind.

Brandon Holland
Town Manager
Town of Biscoe, North Carolina
110 West Main Street
Biscoe, NC 27209

Date

Jeff Finkle, CEcD
President and CEO
International Economic Development Council
734 15th Street, NW, Suite 900
Washington, DC 20005

Date

International Economic Development Council
Memorandum of Understanding
(Information only)

As the Town moves forward to prioritize economic development, a major step is taking advantage of resources that are readily available. I have been in communication with Hillary Sherman of the Federal Economic Development Administration. After discussing the Town's position and need for economic development assistance, she connected us with Dana Crater of the IEDC.

The IEDC will send an economic development professional to Biscoe for a week to build an economic development plans that would best suit the town. This is through partnership with the EDA and IEDC and will be of no expense to the Town. A date will be set in the near future.

The agreement is attached for your information.