

MINUTES
King City Council
Regular Session
August 3, 2020

The King City Council met in regular session at City Hall with limited staff and remotely via Zoom on Monday, August 3 2020, at 7:00 p.m. Present at City Hall were: Councilman Charles Allen, Councilman Wesley Carter, Councilwoman Terri Fowler, Mayor Pro Tempore Rick McCraw, Mayor Jack Warren, City Manager Homer Dearmin, City Clerk Nicole Branshaw, City Engineer Scott Barrow, Director of Finance and Personnel Susan O'Brien, Planning Director Todd Cox, Fire Chief Steven Roberson. Present on the virtual Zoom meeting were Senior Center Director Paula Hall, Parks, Recreation Director Olivia Smith, Water Plant Superintendent Ben Marion, Police Chief Jordan Boyette, Fire Captain Jonathan Lane, Superintendent of Public Utilities Robert Pettitt and Chaplain Rick Hughes.

Mayor Warren called the meeting to order and led the *Pledge of Allegiance*.

Due to audio difficulties at City Hall Councilman Carter offered an invocation.

Chaplain Rick Hughes left the meeting.

ANNOUNCEMENTS

- Parks & Recreation Advisory Board, Regular Meeting: Thursday, Aug 13, 2020, 7:00 p.m., Held Virtually via Zoom
- King Planning Board, Regular Meeting: Aug 24, 2020, 7:00 p.m., City Hall, Virtual for public
- NC Cooperative Extension Farm to Families Farmers Market: Saturdays 10 a.m.-2 p.m., Parking lot across from City Hall.
- City Hall Closed: Monday, September 7, 2020, in observance of the Labor Day holiday
- King Fest has been canceled for 2020
- Stokes County Agricultural Fair has been canceled for 2020
- City Manager was appointed to the board of NC Local Government Employees Retirement System, serving a 4-year term

ADJUSTMENTS TO AGENDA

City Manager Dearmin requested that item 9, Sanitary Sewer Abandonment for 406 Farmstead Rd be removed requested by the property owner. Mayor Warren requested to add a Proclamation for Purple Heart Day at the end of the agenda after Emergency Operations Update.

PUBLIC COMMENT

Mayor Warren opened the floor to receive public comment.

Mr. Steven Hewett of 141 Willowbend Dr., King, NC addressed the Mayor and Council.

Being no one else gave written or verbal requests wishing to speak, Mayor Warren closed the public comment portion of the meeting.

CONSENT AGENDA

Councilman Allen moved to approve the consent agenda as presented. Mayor Pro Tempore McCraw seconded the motion which carried by a unanimous vote of 4-0. Items approved were:

- A. **APPROVAL OF MINUTES:** July 6, 2020, Regular Meeting
July 10, 2020, Called Meeting, Executive Session
- B. **SET PUBLIC HEARING DATE FOR FINANCING AGREEMENT FOR STREETS RESURFACING AND REPAIRS TO VETERANS' MEMORIAL FOUNTAIN**
- C. **SET PUBLIC HEARING DATE FOR AMENDMENT TO CITY OF KING ORDINANCES – PROTECTION OF HISTORICAL BUILDINGS AND MONUMENTS**
- D. **FLYING PURPLE HEART FLAG FRIDAY, AUGUST 7, 2020**
- E. **LETTER FOR DELINQUENT UTILITY CUSTOMERS**

REZONING REQUEST R-165 BY JACK WELBORN

Presented by Todd Cox, Planning/Inspection Director

Rezoning request R-165 by Jack Welborn to rezone approximately 7 acres (2 lots) from L-I (Light Industrial) to B-2 (General Business). This tract is located in the 300 blk. Of Trinity Church Road on the west side just as you crossover HWY 52.

Staff has reviewed the owner's request and would recommend that a general use rezoning would be keeping in line with what exist around the immediate area and would be keeping in with our comp. plan.

MOTION

Mayor Pro Tempore McCraw made a motion to approve the rezoning request R-165 by Jack Welborn which is in compliance with the City's comp plan. Councilman Carter seconded the motion, which carried by a unanimous vote of 4-0.

REZONING REQUEST R-164 BY TRIAD BUILDERS OF KING, INC.

Presented by Todd Cox, Planning/Inspection Director

Rezoning request R-164 by Triad Builders of King, NC to rezone approximately .9 acres from R-20 (Residential – Low Density) to L-I (Light Industrial). Also requested by the owners to amend their request to include an additional tract of property .7 acres also owned by Triad Builders of King, Inc located beside the .9 acres which could be used for same requested

purposes. This tract is located in the 100 blk of Charles Road on the left just past NVISION at 129 Charles Road.

Staff has reviewed the owner's request and would recommend that a general use rezoning would be in keeping with what exist around the immediate area and would be in keeping with our comp. plan.

MOTION

Mayor Pro Tempore McCraw made a motion to approve the rezoning request R-164 by Triad Builders, Inc per map which is in compliance with the City's comp plan. Councilman Carter seconded the motion, which carried by a unanimous vote of 4-0.

STOKES COUNTY PLAN FOR CARES ACT FUNDING

Presented by Susan O'Brien, Director of Finance and Personnel

The CARES Act (Coronavirus Aid, Relief, and Economic Security) provides funding to states to cover costs that are necessary expenditures incurred due t the health emergency, were not accounted for in the originally enacted budget, and were incurred between March 1, 2020 and December 30, 2020.

CARES Act Funding provided to counties has a 20% required split with municipalities as long as the municipality has eligible expenditures. Using 2018 population estimates, King's population was 6,877 with 691 of that in Forsyth, leaving 6,186 in Stokes.

Stokes County's Round 1 and 2 shares for municipalities, per the Local Government Coronavirus Relief Fund County Allocations table, total \$462,355. From the above estimated population calculations, King's share would be \$375,735 The attached plan contains our request to Stokes County based on funds already expended and projections for July 2020 – December 2020. The amounts include an estimated \$27,984 cost to reimburse credit card fees to utility customers from July – December, \$14,930 to reimburse the City for COVID spending from March – June, and estimated \$15,000 for COVID spending from July – December, and \$20,916 to set aside as grant funding for utility customers. The remaining \$296,905 would be to reimburse for public safety salaries.

If our internal allocations need to shift, we may adjust our plan and submit a revised plan to NC PRO (North Carolina Pandemic Recovery Office).

STATE OF NORTH CAROLINA

**INTERLOCAL AGREEMENT FOR THE
GRANT OF CORONAVIRUS RELIEF FUNDS**

STOKES COUNTY

THIS AGREEMENT, made and effective this ____ day of _____, 2020, by and between Stokes County, North Carolina (the "County"), and City of King (the "Grantee");

WHEREAS Congress enacted P.L. 116-136 on March 27, 2020, which established the federal Coronavirus Relief Fund ("CRF") and distributed funds to States and localities with populations over 500,000, including North Carolina and 4 North Carolina local governments;

WHEREAS on May 4, 2020, the North Carolina General Assembly enacted Session Law 2020-04, which established a \$150 million fund to be distributed to the 97 counties that did not receive direct CRF funds;

WHEREAS on July 1, 2020, the North Carolina General Assembly enacted Session Law 2020-80, which amended Session Law 2020-04 and increased to \$300 million the CRF funds to be distributed to the 97 counties that did not receive direct CRF funds and required each such county to allocate at least 25 percent of such funds for use by municipalities within the county for allowable uses;

WHEREAS Stokes County received \$469,152 in Round Two CRF funds for Municipal Distribution from the General Assembly, and is required to share such funds with municipalities; and

WHEREAS any entity receiving CRF funds may use such funds only for uses authorized by P.L. 116-136, section 601(d) of the Social Security Act, and the requirements set forth in Session Law 2020-04, as amended by Session Law 2020-80;

NOW, THEREFORE, for the purpose and subject to the terms and conditions hereinafter set forth, the County and the Grantee agree as follows:

1. Services. The Grantee shall expend Grant funds to provide services to citizens of Stokes County in response to COVID-19. The Grant funds are from the Coronavirus Relief Fund established by North Carolina Session Law 2020-04, as amended by Session Law 2020-80, Section 3.3(2), and are subject to requirements of Session Laws 2020-04 and 2020-80, P.L. 116-136, and section 601(d) of the Social Security Act. The Grant funds are restricted to the following uses: medical expenses; public health expenses; payroll expenses for public safety, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency; expenses of actions to facilitate compliance with COVID-19-related public health measures; expenses associated with the provision of

economic support in connection with the COVID-19 public health emergency; and any other COVID-19-related expenses necessary to the function of government that satisfy the CRF's eligibility criteria. The Grantee shall use the Grant funds exclusively for the particular purposes set forth in its plan which is attached hereto as Exhibit A and incorporated herein by reference. If the Grantee does not complete its plan and submit it to the County by September 1, 2020, this Agreement will immediately terminate, the Grantee shall return any Grant funds to the County, and the County may use the Grant funds for any use allowed for CRF funds. The Grantee may not use Grant funds for any expense that has been reimbursed by another grant.

2. Term. The services of the Grantee shall begin on March 1, 2020, and, unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until December 30, 2020, and all Grant funds must be expended no later than December 30, 2020. Any unexpended funds must be repaid to the County.

3. Grant. As full compensation for the Grantee's services, the County agrees to pay the Grantee a grant in the amount of \$375,735 or greater if such greater amount is approved by Stokes County.

4. Independent Contractor. The Grantee shall operate as an independent contractor, and the County shall not be responsible for any of the Grantee's acts or omissions. The Grantee, its employees, and subcontractors shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. Neither federal, state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Grantee or the employees of the Grantee. The Grantee is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The Grantee shall comply with the North Carolina Workers' Compensation Act and shall ensure that its subcontractors also comply. The Grantee shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County. The Grantee has no authority to enter into contracts or agreements on behalf of the County. The County shall not be liable to the Grantee for any expenses paid or incurred by the Grantee unless otherwise agreed in writing. The Grantee shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

5. Reports. Beginning October 1, 2020, and then quarterly thereafter, the Grantee shall report to the County and to the North Carolina Office of State Budget and Management on the use of Grant funds until all funds are expended and accounted for. Grantee shall also comply with any reporting requirements set forth by the State of North Carolina or by the CARES Act or other federal requirement. When the Grantee has completed its Services, but in no event later than December 30, 2020, the Grantee shall provide a complete Report containing a summary of its Services completed, the amounts expended, and their impact on the community. Failure to provide any required Report shall constitute a breach of this Agreement.

6. Records, Audit. The Grantee agrees that it will supply such records, information or verification relating to expenditures of the funds or the operations of the Grantee as may reasonably be requested by the County. The Grantee agrees that the County shall have access to the records and premises of the Grantee at all reasonable times, and the Grantee agrees to submit such reports as the County shall request pertaining to the funds granted herein or the operation of the Grantee. The Grantee shall maintain a written accounting and documentation of all of its receipts and disbursements relating to the grant funds which are the subject of this Agreement. The County reserves the right to require a certified audit pertaining to the use of the grant funds, or may perform the audit through the use of its staff. The Grantee shall furnish to the County a copy of its audit report performed by a certified public accountant as soon as such becomes available to the Grantee.

7. Termination. The County may terminate this Agreement for any violation thereof by Grantee. In the event of termination, the Grantee shall promptly remit any payments received which the County deems to have been paid in violation of this Agreement. The County may terminate the Agreement based upon, but not limited to, the following reasons, which shall be determined in the sole discretion of the County:

- a. Improper use of grant funds;
- b. Failure to comply with the terms of this Agreement;
- c. Submission to the County of reports which are incorrect or incomplete in any material respect;
- d. Any circumstance rendering the completion of the Services improper, illegal, or infeasible; or
- e. Failure to make satisfactory progress in completion of the Services.

8. Indemnification. The Grantee agrees to indemnify, defend, and hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Grantee relating to this Agreement, the use of CRF funds, or services provided pursuant to it. If the federal government or the State of North Carolina, or any agency of either, determines that the Grantee has expended Grant funds in an illegal or disallowed manner, Grantee shall reimburse the County for the amount of such disallowed expenses.

9. Notice. All notices permitted or required to be given by one party to the other party shall be addressed and delivered in writing as follows:

For the County:
Jake Oakley
County Manager
PO Box 20, 1014 Main Street
Danbury, NC 27016

For the Grantee:

Susan O'Brien, Director of Finance and Personnel
City of King
PO Box 1132, 229 South Main Street
King, NC 27021

10. Assignment. The Grantee may not assign its obligations under this Agreement unless it has received prior written approval from the County, which may be withheld at the sole discretion of the County.

11. Waiver. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies or as approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

12. Governing Law. This Agreement shall be governed by North Carolina law, except that provisions regarding conflicts of laws shall not apply. The venue for any legal proceeding shall be in Forsyth County, North Carolina.

13. Survival of Provisions. All obligations arising prior to termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of services and termination of this Agreement.

14. Modification. This Agreement may only be modified in writing and signed by both the Grantee and by the County Manager or other authorized County official.

15. Conflict with Attachments. In the event of any conflict between the provisions in this Agreement and any provisions in an attachment thereto, the provisions in this Agreement shall take precedence over any provision in an Attachment.

16. Miscellaneous. The Grantee shall comply with all applicable laws and regulations including but not limited to federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement and all federal immigration laws in its hiring and contracting practices. Grantee and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the Grantee to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. Grantee hereby certifies that it is not on the North Carolina State Treasurer's lists of persons engaging in business activities in Sudan (Darfur), Iran, or boycotting Israel, prepared pursuant to NCGS §§ 147-86.43, 147-86.58, and 147-86.81, nor will Grantee utilize for this Agreement any subcontractor on such lists. This agreement is intended for the benefit of the County and the Grantee and not for any other party. If any provision of this Agreement shall be unenforceable, the remainder of the Agreement shall be enforceable to the extent allowed by law.

17. Future Grants. The County has limited resources and must prioritize its obligations required by law. This Grant does not guarantee that the County will fund the Grantee in future years.

18. Superseder. This Agreement supersedes all prior agreements between the parties regarding the Services.

IN WITNESS WHEREOF, the authorized officials of the County and the Grantee have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

(SEAL)

By: _____
Jake Oakley, County Manager

Date: _____

ATTEST:

Shannon Shaver, Clerk to the Board

Date: _____

GRANTEE

City of King, NORTH CAROLINA

(SEAL)

By: _____
Homer Dearmin, City Manager

Date: _____

ATTEST:

Nicole Branshaw, Clerk to the Board

Date: _____



North Carolina Pandemic Recovery Office Coronavirus Relief Fund (CRF) County Plan

Instructions

1. This document is to be used by counties to document the planned use of the CRF monies allotted in Session Law 2020-4.

2. Please add the name of your county in front of the existing name as follows: "NashCounty CRF plan"

3. Submit your plan to NCPRO@osbm.nc.gov on or before June 15, 2020.

4. Under Categories. Please aggregate the amount of all expenses for that specific category. Example amounts should be removed and you can enter the county amounts. The total must agree with your allotment.

The County is responsible for maintaining adequate documentation to support expenditures. If estimates are being used the methodology must be documented and defensible. The County is responsible for following the Federal *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* promulgated by the United States Office of Management and Budget unless the US Treasury publishes guidance stating otherwise.

County Information

City of King

Susan O'Brien

Director of Finance and Personnel

sobrien@ci.king.nc.us

336-983-0236

Rounds 1 and 2 CARES Act Funding

Planned Expenditures	
Categories	Amount
<p>1. Medical expenses such as:</p> <ul style="list-style-type: none"> • COVID-19-related expenses of public hospitals, clinics, and similar facilities. • Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs. • Costs of providing COVID-19 testing, including serological testing. • Emergency medical response expenses, including emergency medical transportation, related to COVID-19. • Expenses for establishing and operating public telemedicine capabilities for COVID-19 related treatment. 	\$ -
<p>2. Public health expenses such as:</p> <ul style="list-style-type: none"> • Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19. • Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency. • Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency. • Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety. • Expenses for public safety measures undertaken in response to COVID-19. • Expenses for quarantining individuals. 	\$ -
<p>3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.</p>	\$ 296,905.00
<p>4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:</p> <ul style="list-style-type: none"> • Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions. • Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions. • Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions. • Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions. • COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions. • Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions. 	\$ -

<p>5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:</p> <ul style="list-style-type: none"> • Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. • Expenditures related to a State, territorial, local, or Tribal government payroll support program. • Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise. 	\$ -
<p>6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.</p>	\$ 78,830.00
<p>7. Grants to municipalities and nonprofits. List each planned subaward. (add more rows if necessary)</p>	
a.	
b.	
c.	
d.	
e.	
f.	
g.	
h.	
i.	
j.	
k.	
l.	
m.	
n.	
o.	
Grand Total	\$ 375,735.00

Signature _____

Title Director of Finance and Personnel _____

Date August 4, 2020 _____

MOTION

Councilman Carter made a motion to add an additional \$10,000 to the grant funding for utility customers for a total \$30,916. Mayor Pro Tempore McCraw seconded the motion, which carried by a unanimous vote of 4-0.

AGREEMENT WITH FORSYTH COUNTY FOR CARES ACT FUNDING

Presented by Susan O'Brien, Director of Finance and Personnel

The CARES Act (Coronavirus Aid, Relief, and Economic Security) provides funding to states to cover costs that are necessary expenditures incurred due to the health emergency, were not accounted for in the originally enacted budget, and were incurred between March 1, 2020 and December 30, 2020.

Forsyth County requested approval of the attached interlocal agreement and that we prepare/submit the attached plan by inserting out City of King information. Forsyth will upload the municipal information with their data.

Based on information provided from Forsyth County on July 17 and July 20, the City of King will receive a minimum of \$7,636 which we plan to request as reimbursement for credit card fees refunded to utility customers. The amount of fees refunded between March 17, 2020 and June 30, 2020 was \$8,312.65. This is not lost revenue but, rather, an expense for the city as our credit card processor, Invoice Cloud, charges those fees directly to the customer and not the City.

STATE OF NORTH CAROLINA

**INTERLOCAL AGREEMENT FOR THE
GRANT OF CORONAVIRUS RELIEF FUNDS**

FORSYTH COUNTY

THIS AGREEMENT, made and effective this ____ day of _____, 2020, by and between Forsyth County, North Carolina (the "County"), and City of King (the "Grantee");

WHEREAS Congress enacted P.L. 116-136 on March 27, 2020, which established the federal Coronavirus Relief Fund ("CRF") and distributed funds to States and localities with populations over 500,000, including North Carolina and 4 North Carolina local governments;

WHEREAS on May 4, 2020, the North Carolina General Assembly enacted Session Law 2020-04, which established a \$150 million fund to be distributed to the 97 counties that did not receive direct CRF funds;

WHEREAS on July 1, 2020, the North Carolina General Assembly enacted Session Law 2020-80, which amended Session Law 2020-04 and increased to \$300 million the CRF funds to be distributed to the 97 counties that did not receive direct CRF funds and required each such county to allocate at least 25 percent of such funds for use by municipalities within the county for allowable uses;

WHEREAS Forsyth County received \$13,889,626 in CRF funds from the General Assembly, and is required to share such funds with municipalities; and

WHEREAS any entity receiving CRF funds may use such funds only for uses authorized by P.L. 116-136, section 601(d) of the Social Security Act, and the requirements set forth in Session Law 2020-04, as amended by Session Law 2020-80;

NOW, THEREFORE, for the purpose and subject to the terms and conditions hereinafter set forth, the County and the Grantee agree as follows:

1. Services. The Grantee shall expend Grant funds to provide services to citizens of Forsyth County in response to COVID-19. The Grant funds are from the Coronavirus Relief Fund established by North Carolina Session Law 2020-04, as amended by Session Law 2020-80, Section 3.3(2), and are subject to requirements of Session Laws 2020-04 and 2020-80, P.L. 116-136, and section 601(d) of the Social Security Act. The Grant funds are restricted to the following uses: medical expenses; public health expenses; payroll expenses for public safety, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency; expenses of actions to facilitate compliance with COVID-19-related public health measures; expenses associated with the provision of economic support in connection with the COVID-19 public health emergency; and any

other COVID-19-related expenses necessary to the function of government that satisfy the CRF's eligibility criteria. The Grantee shall use the Grant funds exclusively for the particular purposes set forth in its plan which is attached hereto as Exhibit A and incorporated herein by reference. If the Grantee does not complete its plan and submit it to the County by September 1, 2020, this Agreement will immediately terminate, the Grantee shall return any Grant funds to the County, and the County may use the Grant funds for any use allowed for CRF funds. The Grantee may not use Grant funds for any expense that has been reimbursed by another grant.

2. Term. The services of the Grantee shall begin on March 1, 2020, and, unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until December 30, 2020, and all Grant funds must be expended no later than December 30, 2020. Any unexpended funds must be repaid to the County.

3. Grant. As full compensation for the Grantee's services, the County agrees to pay the Grantee a grant in the amount of \$7,636.00 or greater if such greater amount is approved by Forsyth County on August 6, 2020.

4. Independent Contractor. The Grantee shall operate as an independent contractor, and the County shall not be responsible for any of the Grantee's acts or omissions. The Grantee, its employees, and subcontractors shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. Neither federal, state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Grantee or the employees of the Grantee. The Grantee is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The Grantee shall comply with the North Carolina Workers' Compensation Act and shall ensure that its subcontractors also comply. The Grantee shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County. The Grantee has no authority to enter into contracts or agreements on behalf of the County. The County shall not be liable to the Grantee for any expenses paid or incurred by the Grantee unless otherwise agreed in writing. The Grantee shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

5. Reports. Beginning October 1, 2020, and then quarterly thereafter, the Grantee shall report to the County and to the North Carolina Office of State Budget and Management on the use of Grant funds until all funds are expended and accounted for. Grantee shall also comply with any reporting requirements set forth by the State of North Carolina or by the CARES Act or other federal requirement. When the Grantee has completed its Services, but in no event later than December 30, 2020, the Grantee shall provide a complete Report containing a summary of its Services completed, the amounts expended, and their impact on the community. Failure to provide any required Report shall constitute a breach of this Agreement.

6. Records, Audit. The Grantee agrees that it will supply such records, information or verification relating to expenditures of the funds or the operations of the Grantee as may reasonably be requested by the County. The Grantee agrees that the County shall have access to the records and premises of the Grantee at all reasonable times, and the Grantee agrees to submit such reports as the County shall request pertaining to the funds granted herein or the operation of the Grantee. The Grantee shall maintain a written accounting and documentation of all of its receipts and disbursements relating to the grant funds which are the subject of this Agreement. The County reserves the right to require a certified audit pertaining to the use of the grant funds, or may perform the audit through the use of its staff. The Grantee shall furnish to the County a copy of its audit report performed by a certified public accountant as soon as such becomes available to the Grantee.

7. Termination. The County may terminate this Agreement for any violation thereof by Grantee. In the event of termination, the Grantee shall promptly remit any payments received which the County deems to have been paid in violation of this Agreement. The County may terminate the Agreement based upon, but not limited to, the following reasons, which shall be determined in the sole discretion of the County:

- a. Improper use of grant funds;
- b. Failure to comply with the terms of this Agreement;
- c. Submission to the County of reports which are incorrect or incomplete in any material respect;
- d. Any circumstance rendering the completion of the Services improper, illegal, or infeasible; or
- e. Failure to make satisfactory progress in completion of the Services.

8. Indemnification. The Grantee agrees to indemnify, defend, and hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Grantee relating to this Agreement, the use of CRF funds, or services provided pursuant to it. If the federal government or the State of North Carolina, or any agency of either, determines that the Grantee has expended Grant funds in an illegal or disallowed manner, Grantee shall reimburse the County for the amount of such disallowed expenses.

9. Notice. All notices permitted or required to be given by one party to the other party shall be addressed and delivered in writing as follows:

For the County:
J. Dudley Watts, Jr.
County Manager
201 North Chestnut St.
Winston-Salem, NC 27101

For the Grantee:

Susan O'Brien, Director of Finance and Personnel
City of King
PO Box 1132, 229 South Main Street
King, NC 27021

10. Assignment. The Grantee may not assign its obligations under this Agreement unless it has received prior written approval from the County, which may be withheld at the sole discretion of the County.

11. Waiver. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies or as approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

12. Governing Law. This Agreement shall be governed by North Carolina law, except that provisions regarding conflicts of laws shall not apply. The venue for any legal proceeding shall be in Forsyth County, North Carolina.

13. Survival of Provisions. All obligations arising prior to termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of services and termination of this Agreement.

14. Modification. This Agreement may only be modified in writing and signed by both the Grantee and by the County Manager or other authorized County official.

15. Conflict with Attachments. In the event of any conflict between the provisions in this Agreement and any provisions in an attachment thereto, the provisions in this Agreement shall take precedence over any provision in an Attachment.

16. Miscellaneous. The Grantee shall comply with all applicable laws and regulations including but not limited to federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement and all federal immigration laws in its hiring and contracting practices. Grantee and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the Grantee to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. Grantee hereby certifies that it is not on the North Carolina State Treasurer's lists of persons engaging in business activities in Sudan (Darfur), Iran, or boycotting Israel, prepared pursuant to NCGS §§ 147-86.43, 147-86.58, and 147-86.81, nor will Grantee utilize for this Agreement any subcontractor on such lists. This agreement is intended for the benefit of the County and the Grantee and not for any other party. If any provision of this Agreement shall be unenforceable, the remainder of the Agreement shall be enforceable to the extent allowed by law.

17. Future Grants. The County has limited resources and must prioritize its obligations required by law. This Grant does not guarantee that the County will fund the Grantee in future years.

18. Superseder. This Agreement supersedes all prior agreements between the parties regarding the Services.

IN WITNESS WHEREOF, the authorized officials of the County and the Grantee have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

(SEAL)

By: _____
J. Dudley Watts, Jr., County Manager

Date: _____

ATTEST:

Ashleigh M. Sloop, Clerk to the Board

Date: _____

GRANTEE

City of King, NORTH CAROLINA

(SEAL)

By: _____
_Homer Dearmin, City Manager

Date: _____

ATTEST:

Nicole Branshaw, Clerk to the Board

Date: _____



North Carolina Pandemic Recovery Office Coronavirus Relief Fund (CRF) County Plan

Instructions

1. This document is to be used by counties to document the planned use of the CRF monies allotted in Session Law 2020-4.

2. Please add the name of your county in front of the existing name as follows: "NashCounty CRF plan"

3. Submit your plan to NCPRO@osbm.nc.gov on or before June 15, 2020.

4. Under Categories. Please aggregate the amount of all expenses for that specific category. Example amounts should be removed and you can enter the county amounts. The total must agree with your allotment.

The County is responsible for maintaining adequate documentation to support expenditures. If estimates are being used the methodology must be documented and defensible. The County is responsible for following the *Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* promulgated by the United States Office of Management and Budget unless the US Treasury publishes guidance stating otherwise.

County Information

City of King

Susan O'Brien

Director of Finance and Personnel

sobrien@ci.king.nc.us

336-983-0236

Planned Expenditures	
Categories	Amount
<p>1. Medical expenses such as:</p> <ul style="list-style-type: none"> • COVID-19-related expenses of public hospitals, clinics, and similar facilities. • Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs. • Costs of providing COVID-19 testing, including serological testing. • Emergency medical response expenses, including emergency medical transportation, related to COVID-19. • Expenses for establishing and operating public telemedicine capabilities for COVID-19 related treatment. 	\$ -
<p>2. Public health expenses such as:</p> <ul style="list-style-type: none"> • Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19. • Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency. • Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency. • Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety. • Expenses for public safety measures undertaken in response to COVID-19. • Expenses for quarantining individuals. 	\$ -
<p>3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.</p>	\$ -
<p>4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:</p> <ul style="list-style-type: none"> • Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions. • Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions. • Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions. • Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions. • COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions. • Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions. 	\$ -

5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as: <ul style="list-style-type: none"> • Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. • Expenditures related to a State, territorial, local, or Tribal government payroll support program. • Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise. 	\$ -
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.	\$ 7,636.00
7. Grants to municipalities and nonprofits. List each planned subaward. (add more rows if necessary)	
a.	
b.	
c.	
d.	
e.	
f.	
g.	
h.	
i.	
j.	
k.	
l.	
m.	
n.	
o.	
Grand Total	\$ 7,636.00

Signature

Title Director of Finance and Personnel

Date August 4, 2020

**CITY OF KING
RESOLUTION 2020-08**

A Resolution Approving Financing Terms for Four Police Vehicles and Equipment

WHEREAS, the City of King "City" has previously determined to undertake a project Four Police Vehicles and Equipment, "the Project" and the Finance Officer has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED AS FOLLOWS:

1. The City hereby determines to finance the Project through Truist Bank ("Lender"), in accordance with the proposal dated July 23, 2020. The amount financed shall not exceed \$240,000, the annual interest rate (in the absence of default of change in tax status) shall not exceed 1.64%, and the financing term shall not exceed four years (4) years from closing.
2. All financing contracts and all related documents for the closing of the financing "the Financing Documents" shall be consistent with the foregoing terms. All officers and employees of the City ("Borrower") are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.
3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.
4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).
5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the project that is to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund, or any other Borrower fund related to the project, for project costs may be reimbursed from the financing proceeds.
6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

IN WITNESS WHEREOF, this resolution was adopted this the 3rd day August 2020.

(SEAL)

ATTEST:

CITY OF KING

Nicole Branshaw, City Clerk

Jack Warren, Mayor

MOTION

Mayor Pro Tempore McCraw made a motion to approve Resolution 2020-08 for the financing of four police vehicles. Councilwoman Fowler seconded the motion, which carried by a unanimous vote of 4-0.

RESOLUTION 2020-09 TO ADOPT THE NORTHERN PIEDMONT REGIONAL HAZARD MITIGATION PLAN

Presented by Steven Roberson, Fire Chief

Stokes County and Forsyth County have been working with North Carolina Emergency Management over the past year updating the Northern Regional Hazard Mitigation Plan. The first regional plan was adopted in August of 2015. Prior to the regional plan each county was required to have their own hazard mitigation plan. Where the City of King is within the boundaries of Stokes and Forsyth County each municipality within the county is requested to adopt, by resolution, this regional plan.

Staff recommendation is to adopt the Resolution 2020-09 Northern Piedmont Regional Hazard Mitigation Plan.

**RESOLUTION TO ADOPT THE
NORTHERN PIEDMONT REGIONAL HAZARD MITIGATION PLAN**

WHEREAS, the City of King is vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, the City of King desires to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a hazard mitigation plan can result in actions that reduce the long-term risk to life and property from natural hazards; and

WHEREAS, it is the intent of the City Council of the City of King to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, it is also the intent of the City Council of the City of King to fulfill its obligation under North Carolina General Statutes, Chapter 166A: North Carolina Emergency Management Act and Section 322: Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive state and federal assistance in the event of a declared disaster affecting the City of King; and

WHEREAS, the City of King, in coordination with Stokes, Caswell, Davie, Forsyth, Rockingham, Surry and Yadkin Counties and the participating municipalities within those Counties has prepared a multi-jurisdictional hazard mitigation plan with input from the appropriate local and state officials;

WHEREAS, the North Carolina Division of Emergency Management and the Federal Emergency Management Agency are reviewing the Northern Piedmont Regional Hazard Mitigation Plan for legislative compliance and will approve the plan pending the completion of local adoption procedures;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of King hereby:

1. Adopts the Northern Piedmont Regional Hazard Mitigation Plan; and
2. Agrees to take such other official action as may be reasonably necessary to carry out the proposed actions of the Plan.

Adopted on _____, 2020.

Jack Warren, Mayor
City of King

ATTEST:

Nicole Branshaw
City Clerk

MOTION

Councilman Carter made a motion that we adopt Resolution 2020-09. Councilwoman Fowler seconded the motion, which carried by a unanimous vote of 4-0.

CONSIDERATION OF BUDGET AMENDMENT 2020-03.01

Presented by Susan O'Brien, Director of Finance and Personnel

The Budget Amendment brings forward purchases from the prior fiscal year 2019-2020 into the current fiscal year 2020-2021 for expenses for items that have not been received from the vendor or items received but not invoiced by the vendor or work not completed by June 30.

A similar budget amendment is normally presented annually for expenses incurred but not paid in the prior fiscal year. The unused funds and revenues from FY 2019-2020 will go back into the respective fund balance accounts as of June 30 and can then be re-appropriated in the new fiscal year 2020-2021 through a budget amendment. The re-appropriation allows us to complete unfinished project and to pay for items ordered but not received or received but not invoiced at June 30.

Staff recommends approval of budget amendment 2020-03.01

**CITY OF KING
BUDGET AMENDMENT 2020-03.01**

Be it hereby ordained by the City Council of the City of King that the following amendment be made to the Budget Ordinance adopted on the 30th day of June, 2020, as follows:

Section 1. To amend the General Fund, the expenditures are to be changed as follows:

<u>General Fund Expenditures</u>	<u>Decrease</u>	<u>Increase</u>	<u>New Approp.</u>
Administraton		300	132,895
Police		18,322	2,605,629
Fire & Rescue		51,450	2,262,147
Streets		86,900	418,574
Solid Waste		13,750	386,046
Recreation Acres		30,279	164,410
Central Park		2,200	175,329
Special Appropriations		1,810	12,422
Debt Service	1,343		488,631
Total	1,343	205,011	

This will result in an increase in the expenditures of the General Fund. The above changes in expenditures will require no adjustment to revenues.

<u>General Fund Revenues</u>	<u>Decrease</u>	<u>Increase</u>	<u>New Approp.</u>
GF Revenues		126,355	7,112,790
GF Fund Balance Appropriated		77,313	468,485
Total	0	203,668	

Section 2. To amend the Enterprise Fund, the expenditures are to be changed as follows:

<u>Enterprise Fund Expenditures</u>	<u>Decrease</u>	<u>Increase</u>	<u>New Approp.</u>
Administration		300	221,422
Water Operations		15,771	1,217,121
Wastewater Maintenance		131,003	859,605
Special Appropriations		460	460
Total	0	147,534	

This will result in an increase in the expenditures of the Enterprise Fund. The above changes in expenditures will require an adjustment to revenues as follows:

<u>Enterprise Fund Revenues</u>	<u>Decrease</u>	<u>Increase</u>	<u>New Approp.</u>
EF Revenues		77,016	6,677,916
EF Fund Balance Appropriated		70,518	118,315
Total	0	147,534	

Section 3. Copies of the budget amendment shall be furnished by the City Clerk to the City Council to the Mayor, Budget Officer and Finance Director for their directions.

Adopted this the ____ day of _____, 2020.

Attest:

Jack Warren, Mayor

Nicole Branshaw, City Clerk

MOTION

Councilwoman Fowler made a motion that we approve budget amendment 2020-03.01. Councilman Allen seconded the motion, which carried by a unanimous vote of 4-0.

SANITARY SEWER ABANDONMENT FOR 406 FARMSTEAD RD

City Manager Dearmin requested that item 9, Sanitary Sewer Abandonment for 406 Farmstead Rd be removed requested by the property owner

PARKS ORDINANCES REVISIONS

Presented by Olivia Smith, Parks/Rec Director

Proposed revisions to City Ordinance Chapter 20 were presented, included in the proposed ordinance revisions are changes to the Special Events Permit process, and updated Park Event Permit application, new protocols regarding citizens using park space or facilities to hold classes for personal gain. Included in the presentation was a proposal form and an Independent Contract Instructor Agreement, which would create a protocol to be followed in these situations.

At the July Council meeting, City Council recommended that changes be made to Section 20-4 (e). This ordinance was reviewed by the Parks; and Recreation Advisory Board at their July meeting. They voted to recommend the current version to the Council for approval.

Included in the proposed ordinance revisions are changes to the Special Events Permit process, which was reviewed by a committee including Parks and Recreation Director, Fire Chief, Police Chief, and Finance Director. This committee has submitted an updated Park Event Permit application, which is accessed online and streamlines the process for both citizens and staff, for review and approval.

MOTION

Councilman Carter made a motion that we approve City Ordinance Chapter 20 with proposed Ordinance provisions and also the update to the Special Events Permit. Councilwoman Fowler seconded the motion, which carried by a unanimous vote of 4-0.

EMERGENCY OPERATIONS UPDATE

Incident Commanders Steven Roberson and Jordan Boyette gave updates regarding the ongoing State of Emergency and the COVID-19 Coronavirus pandemic.

We have scaled back our Situational reports to being sent out to the Council on a weekly basis. Mayor Warren cautioned scaling back too soon since school has not started back yet. Chief Roberson stated they were just getting a plan together to see how scaling back would look but they have not officially changed any procedures yet.

Mayor Warren requested for the record a few facts be noted concerning an issue that has been going back and forth between local law enforcement, the Health Department, and the District Attorney's office. City Manager, Homer Dearmin informed the City Council and Tammy Martin with the Stokes Co Health Department of the following information based off guidance given from District Attorney's office.

From: Homer T. Dearmin [<mailto:kingcitymanager@ci.king.nc.us>]
Sent: Friday, July 31, 2020 3:18 PM
To: Mayor and Council <MayorandCouncil@ci.king.nc.us>
Cc: Jordan Boyette <jboyette@ci.king.nc.us>; Tammy Martin <tmartin@co.stokes.nc.us>
Subject: Enforcement of Executive Orders - Dance Studios & Etc

CAUTION: This email originated from outside of the County Network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Council,

Following concerns recently expressed to City officials about local dance studios operating despite the Governor's executive orders that would seemingly prevent such businesses from operating at this time, Chief Boyette has reached out to the District Attorney's Office for guidance on our Police Department's responsibility with regard to enforcement.

It is the responsibility of the County Health agency to investigate complaints or concerns that relate to health code violations. The DA's Office posits that this type of violation would fall under the Health Department to identify and investigate, and then turn over to the appropriate law enforcement agency if necessary to assist with enforcement if a violation is identified.

If concerns about dance studios or other entities persist, the best direction we can give is to have the complainant contact the appropriate Health Department (Stokes or Forsyth), and it would be up to that agency to determine if a violation exists, and to enlist the appropriate law enforcement agency to assist with compliance or abatement.

Thanks,

Homer

In response from Tammy Martin at the Stokes Co Health Department

From: Tammy Martin <tmartin@co.stokes.nc.us>
Sent: Monday, August 3, 2020 4:13 PM
To: Homer T. Dearmin; Mayor and Council
Cc: Jordan Boyette
Subject: RE: Enforcement of Executive Orders - Dance Studios & Etc

This has been sent to the legal department with NCDHHS. In my opinion these are not health code violations but executive order violations. When I receive a response I will let you know.

Thank you

PROCLAMATION

Presentation of Proclamation – Purple Heart Day, August 7, 2020. Presented to Commander David Taylor, of Chapter #638.

DEPARTMENTAL REPORTS

There were no questions concerning the departmental reports.

ITEMS OF GENERAL CONCERN

Mayor Pro Tempore McCraw

- Thanked Kyle Hall for his letter to DOT concerning Brown Road.
- Commended Ricky Lewis and staff for picking up all the brush in the City.

- Thanked Susan O'Brien and Scott Barrow for holding down the fort while the City Manager was out of the office.
- Thanked Steven Roberson and Jordan Boyette for all the updates.

Councilman Carter:

- None at this time.

Councilman Allen:

- None at this time.

Councilwoman Fowler:

- None at this time.

Mayor Warren:

- Requested update on citizen concerns on Felt Dr. Chief Boyette stated that Officer recommendations were to (1) 10 mph speed limit sign (2) add additional speed bump at park end of road (3) make it a private road for residence only. The main goal would be to reduce speed on this road. Normal speed in a neighborhood is 25 mph per City ordinance. A public hearing will be recommended at the September 8, 2020 meeting to hold during October City Council meeting.
- Requested an update concerning the citizen concerns on Glenn Ave. Todd Cox, Director of Planning and Inspections states that he has informed the resident that as a City those concerns are not anything the City would be involved in.

EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSION OF PERSONNEL PER N.C.G.S. 143-318.11 (A) (6)

Mayor Pro Tempore McCraw moved to adjourn to executive session for the purpose discussion of personnel per NC General Statute 143-318.11 (a) (6). Councilman Fowler seconded the motion which carried by a unanimous vote of 4-0.

Mayor Warren reconvened the meeting and stated that no action had been taken during the executive session.

ADJOURNMENT

Mayor Pro Tempore McCraw moved to adjourn the meeting. Councilwoman Fowler seconded the motion which carried by a unanimous vote of 4-0.

Approved by:

Attest:

Jack Warren
Mayor

Nicole Branshaw
City Clerk