Windsor, North Carolina April 20, 2020 REGULAR MEETING

The Bertie County Board of Commissioners met for a REGULAR MEETING today inside the Commissioners Room, 106 Dundee Street, Windsor, NC. Due to the COVID-19 pandemic, this meeting was hosted partially in person, and partially via Zoom (conference call). The following members were present or absent:

Present: Ronald "Ron" Wesson, I

Greg Atkins, District II
Tammy A. Lee, District III
John Trent, District IV (**Zoom**)

Ernestine (Byrd) Bazemore, District V (Zoom)

Absent: None

Special Partners Present (Zoom): Medical Director Dr. Michael Lowry

Staff Present: Interim County Manager Juan Vaughan, II.

Assistant County Attorney Jonathan Huddleston

Staff Present (Zoom): Clerk to the Board Sarah Tinkham

Emergency Services Director Mitch Cooper

Finance Director William Roberson Tax Administrator Jodie Rhea

Human Resources Director Cortney Ward
Planning & Inspections Director Traci White

Emergency Services Director Mitch Cooper

Finance Director William Roberson Register of Deeds Annie Wilson

Cal Bryant of the Roanoke-Chowan News Herald and Thadd White of the Bertie-Ledger Advance were present from the media via Zoom.

INVOCATION/PLEDGE OF ALLEGIANCE

Chair Wesson gave the Invocation and led the Pledge of Allegiance.

CALL TO ORDER

He welcomed the limited staff present and thanked those on the phone via Zoom for their participation. Commissioner John Trent and Commissioner Bazemore were recognized as two of the participants via Zoom, and noted that the Board would be checking in with both commissioners throughout tonight's discussions.

It was also encouraged that any questions be submitted via the Zoom chat feature. All questions will be answered periodically throughout the meeting.

APPOINTMENTS & REPORTS

Swearing in of Juan Vaughan, II as Bertie County Manager effective April 1, 2020

At this time, Register of Deeds, Annie Wilson came forth to administer the oath for Bertie's new County Manager, Juan Vaughan, II.

The oath was completed and the Board congratulated Mr. Vaughan on his promotion.

County Manager Vaughan thanked the Board for their support, and stated that he was looking forward to the job ahead. He thanked his wife, Austin, and daughter, Adé, for being present at tonight's meeting.

Coronavirus Pandemic Update by Emergency Services Director Mitch Cooper & Dr. Michael Lowry

Emergency Services Director, Mitch Cooper, was present on Zoom to provide a quick update about Bertie County's response to COVID-19.

At this time, Bertie had 25 cases with 10 of those cases being active, 14 are recovered, and one (1) death.

He also noted that Three Rivers Health and Rehabilitation was moving forward in screening all of their patients. He noted that his EMS personnel were being constantly updated on personal protective equipment protocols.

Dr. Michael Lowry, Bertie County's Medical Director, was present via Zoom as a representative of VIDANT-Bertie. Dr. Lowry discussed the VIDANT wide reduction in ER visits. He noted that testing is still a challenge, but that there were several types of tests available. The processing of test results varies – one hour to nine (9) days.

Rapid tests are being sought after the most as they would be best to properly track the spread of the virus.

Dr. Lowry emphasized that studies are highlighting asymptomatic individuals, and that upwards of 40% of these cases are not showing any major symptoms.

Chair Wesson thanked Dr. Lowry, Mr. Cooper, and the EMS staff for their hard work and for always keeping the Board informed.

Citizens are still encouraged to contact their healthcare provider or the ER, in advance, to discuss any possible COVID-19 symptoms. Dr. Lowry also emphasized that besides assistance with breathing treatments, IV fluids, and fever control, there is no proven treatment for COVID-19. If symptoms are not severe, Dr. Lowry recommended self-quarantining at home with every opportunity to rest, and avoid over exertion.

Commissioner Lee asked if or when antibody tests would be available. Dr. Lowry noted that these types of tests were in development, but that there is no data at this point to support the theory that individuals are immune to COVID-19 once they have recovered. Re-infection can not be ruled out at this time.

At this time, Commissioner Atkins noted a question for Mr. Cooper which was if there are any issues with Non-Emergency Transport calls at this time.

There were no other questions at this time. Dr. Lowry noted his phone number so that the Board could reach out to him with any questions.

Bertie County Library/Cooperative Extension Facility Update by Amber Idol and Dani Hoff, MHA Works

Ms. Idol and Ms. Hoff were present via Zoom to discuss the progress of the Bertie County Library/Cooperative Extension facility.

The project is currently 26-days behind due to initial coordination with contractors taking longer than originally anticipated, limited staffing of subcontractors due to COVID-19, and weather conditions. However, some staff is still on site every day.

At this time, MHA Works is working with each contract to ensure proper task tracking which will be shared with the Board soon.

Chair Wesson gave all Commissioners the opportunity to provide their comments. There were no questions at this time.

BOARD APPOINTMENTS

JCPC Board

Commissioner Lee made a **MOTION** to appoint Register of Deeds, Annie Wilson, to the JCPC Board. Commissioner Atkins **SECONDED** the motion. The **MOTION PASSED** unanimously.

CONSENT AGENDA

- 1. Approve Minutes for Regular Meeting 2-10-20
- 2. Approve Minutes for Work Session 2-18-20
- 3. Approve Minutes for Closed Session 2-18-20
- 4. Approve Minutes for Emergency Meeting 3-26-20
- 5. Approve Minutes for Special Meeting 3-30-30

Vice Chair Lee made a **MOTION** to approve minutes (#1-5) on tonight's agenda. Commissioner Bazemore **SECONDED** the motion.

At this time, several members of the Board discussed whether or not voting remotely was permissible per NC General Statute as it related to Commissioner Bazemore's second for the previous consent items. The Chairman asked for the opinion of Assistant County Attorney Huddleston, and Attorney Huddleston said that in his opinion and in the opinion of County Attorney Lloyd Smith, Jr. the law does not clearly allow remote voting. Attorney Huddleston said that he would consult with Attorney Smith, and they would email the Commissioners with an update later in the week on any changes to their opinion on remote voting.

Out of an abundance of caution, Commissioner Bazemore noted that she would allow her second be carried by Commissioner Atkins with the expectation that voting remotely be properly discussed by the Legal Team and a new update from them be sent to the Commissioners later in the week.

The **MOTION PASSED** unanimously.

- 6. Approve Register of Deeds Fees Report March 2020
- 7. Tax Release Journal March 2020

Vice Chair Lee made a **MOTION** to approve items #6 and #7 above. Commissioner Atkins **SECONDED** the motion. The **MOTION PASSED** unanimously.

8. Approve County Manager Employment Agreement

Vice Chair Lee made a **MOTION** to approve item #8 above (County Manager Employment Agreement). Commissioner Atkins **SECONDED** the motion. The **MOTION PASSED** unanimously.

9. Approve Contribution & Proclamation for American Cancer Society's Relay for Life 2020

Vice Chair Lee made a **MOTION** to approve items #9 above (Contribution and Proclamation for American Cancer Society's Relay for Life 2020) including both the \$2,000 contribution and a new proclamation for this year's event in Bertie County. Commissioner Atkins **SECONDED** the motion. The **MOTION PASSED** unanimously.

Commissioner Lee noted that May 15th is still tentatively scheduled as this year's event date, but further orders from the Governor would be needed to fully secure that date.

DISCUSSION AGENDA

Budget Amendments & Updates from Finance Director William Roberson

Finance Officer, William Roberson, was present on the phone via Zoom to present two (2) budget amendments (#20-08). The proposed budget amendments and supporting documentation from the Finance Officer read as follows:

	BUDGET	AMENDMENT	
	#_2	20-08	
	INCREASE		INCREASE
10-0011-4111-35	\$ 2,400	10-4140-5399-01	\$ 2,400
INCREASE BUD FOR	CONTRACT SERVICES -	AUDITS TO PAY COUNTY TAX SEI	RVICE (CTS)
	INCREASE		INCREASE
10-6100-5697-30	\$ 25,000	10-0090-4991-99	\$ 25,000
TO SETUP BUDGET I	FOR BMRJ FEASIBILITY S	TUDY - APPROVED ON 02-10-20 B	OC MEETING
APPROVED	/ /2020		

William Roberson

From:

Jodi Rhea

Sent:

Monday, March 30, 2020 9:10 AM

To:

William Roberson

Subject:

Audits

I've got an invoice for personal property audits for \$2,400.00

Jodie Rhea Tax Administrator Bertie County 252-794-6152 Jodi.rhea@bertie.nc.gov

BERTIE COUNTY BOARD OF COMMISSIONERS February 10, 2020

Meeting Agenda

This agenda is only a tentative schedule of matters the Commissioners may address at their meeting and all items found on it may be deleted, amended or deferred. The Commissioners may also, in their absolute discretion, consider matters not shown on this agenda.

6:00 PM Welcome and Call to Order by Board Chairman, Ronald Wesson

Invocation and Pledge of Allegiance by Commissioner Bazemore

Public Comments (3 minutes per speaker)

(A) *** APPOINTMENTS & REPORTS ***

- (1) Presentation by ABC Board Chair, Michael Freeman
- (2) Education Center Proposal by Dr. Stan Riggs
- (3) Standards of Care for Dogs in Bertie County by Rachel Bellis & Daphna Nachminovitch, PETA
- (4) Request for Support of the 2nd Amendment by Lynne Hughes & Andrew Ownbey

Board Appointments (B)

 Nursing Home/Adult Care Advisory Council

Consent Agenda (C)

- Approve Minutes for 1-6-20 Regular Session & Closed Session, 1-22-20 Work Session
- Approve Register of Deeds Fees Report – January 2020
- 3. Budget Amendments
 - a. Crisis Intervention Funds Received
 - b. Low-Income Home Energy Assistance Funds Received
 - c. Juvenile Crime Prevention Council Funds Received
- Tax Release Journal December 2019

OTHER ITEMS Discussion Agenda (D)

- Elections Updates by Board of Elections Director, Sheila Holloman
- 2. Economic Development Updates by Director, Steve Biggs
- Register of Deeds Update by NC Association of Registers of Deeds President, Annie Wilson
- Follow Up on Petitions for DOT Road Additions
- 5. Bertie-Martin Regional Jail Feasibility Study
- 6. Beach Day 2020 Confirmation of June, 6, 2020

Commissioners' Reports (E)

County Manager's Reports (F)

County Attorney's Reports (G)

- Carolina Rebuilders' Ministry lease
- Road Safety Maintenance Ordinance
- Contract agreement for ownership of artifacts (TGOW)
- Closed Session minutes reviewed – expected February 18

Public Comments
(3 minutes per speaker)

Closed Session

Adjourn

William Roberson

From:

Sarah Tinkham

Sent:

Friday, April 3, 2020 2:18 PM

To:

William Roberson

Subject:

BMRJ

Bertie-Martin Regional Jail Feasibility Study

Interim County Manager, Juan Vaughan, II noted that the Board agreed to move forward with a feasibility study for the addition of Chowan County to the Bertie-Martin Regional Jail. However, a part of that approval was for the Board to be informed again when the cost of the study was determined.

Commissioner Trent made a **MOTION** to move forward with the feasibility study as proposed. Commissioner Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

Sincerely,

Sarah Tinkham, NCCCC

Clerk to the Board Executive Assistant to the County Manager Bertie County Board of Commissioners 106 Dundee Street PO Box 530 Windsor, NC 27983 Main Line: (252) 794-5300

Fax: (252)794-5327 sarah.tinkham@bertie.nc.gov



Pursuant to North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to request and review by third parties.

July 12, 2019

RE: Bertie Martin Regional Jail Expansion Assessment Windsor, North Carolina

Mr. Terrence Whitehurst, Jail Administrator Bertie Martin Regional Jail 230 County Farm Road Windsor, North Carolina 27983

Dear Mr. Whitehurst:

Moseley Architects is pleased to offer this Agreement for Services with Bertie Martin Regional Jail for the Bertie Martin Regional Jail Facilities Study, referred to hereinafter as the "Project". Our services shall be to provide a jail study with options for expansion and shall consist of the following:

- 1. Identify long term space needs and solutions.
- 2. Operations planning.
- 3. Personnel needs analysis.
- 4. Project probable costs for both additions and renovations.
- 5. Design and Construction Administration services Phase 2.
- Integration and training of the existing staff upon completion of A/E design and construction services – Phase 2.
- 7. Financial analysis of the value of Bertie County and Martin County investments in Bertie Martin Regional Jail and reserve funds and an appropriate "buy-in" investment to be made by Chowan County if all parties agree for Chowan County to join in the Bertie Martin Regional Jail Partnership.
- Study of the retirement liabilities of the combined staffs of Bertie Martin Regional Jail and Chowan County Jail.
- Potential timetable for the construction and renovation, as well as integration of staff and operations.
- 10. Work with an Advisory Stakeholders Group.
- 11. Present the findings to Stakeholders Group.

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12. Provide a written report documenting the study findings, options to address needs, and recommendations for next steps.



Compensation for tasks listed above (items 1,2,3,4,9,10,11, and 12) shall be the lump sum of Forty-Eight Thousand, Seven Hundred Fifty and 00/100 Dollars (\$48,750.00). Compensation for Davenport's Financial analysis (items 7 and 8) shall be the lump sum of Twenty Thousand and 00/100 Dollars (\$20,000.00). Travel related expenses (travel, meals, and accommodations) are not included in this amount and are estimated to be the sum of Six Thousand and 00/100 Dollars (\$6,000.00).

Compensation for full architectural and engineering services for the approved option (Design, Bidding and Construction Administration items 5 and 6) shall be considered Phase 2 services and shall be negotiated upon notice to proceed by the Bertie Martin Regional Jail.

For other services not defined herein, compensation shall be as mutually agreed by Moseley Architects and Bertie Martin Regional Jail and shall be computed using the attached Schedule of Hourly Billing Rates, which is an integral part of this Agreement. The attached Terms and Conditions of Agreement for Services are also an integral part of this Agreement.

If this Agreement for Services is acceptable, please indicate your acceptance of and agreement to its terms and your authorization to proceed by signing below and returning one fully executed original for our files.

Thank you for this opportunity to be of service to Bertie Martin Regional Jail. Please let me know if you have any questions.

Daniel R. Mace, AIA Vice President

Accepted and Agreed:	BERTIE MARTIN REGIONAL JAIL
Ву:	
Printed Name and Title:	
Date:	
orient da vind verwidouri	

pte/591910

Attachments: Schedule of Hourly Billing Rates Terms and Conditions of Agreement for Services

MOSELEYARCHITECTS

SCHEDULE OF HOURLY BILLING RATES - CALENDAR YEAR 2019 Rates are subject to change on January 1 of each year.

Principals	\$224
Architects Senior Project Manager Project Manager Architect Architectural Designer	\$197 \$154 \$148 \$98
Security and Detention Design Security Design Specialist	\$186
Engineering Director	\$224
Mechanical/Electrical/Plumbing/Engineering Senior Engineer Engineer/Designer Intern Technician	\$172 \$141 \$98
Structural Engineering Senior Engineer Engineer/Designer Intern Technician	\$154 \$129 \$98
Corrections Planner	\$224
Criminal Justice Consultant	\$168
Construction Administration Construction Administrator	\$148
Specification Writer	\$148
Sustainability Planning Sustainability Planning Director Energy Analyst Sustainability Coordinator	\$172 \$145 \$129
Interior Design Interior Designer	\$98
Administrative	\$69

MOSELEYARCHITECTS TERMS AND CONDITIONS OF AGREEMENT FOR SERVICES

These Terms and Conditions are an integral part of the Agreement for Services ("Agreement") between Moseley Architects ("Architect") and its client ("Owner"). In the event of a conflict between the Agreement and these Terms and Conditions, the Agreement shall govern. Architect's services, Instruments of Service, and work product are intended for the sole use and benefit of Owner and are not intended to create any third-party rights or benefits or for any use by any other person or entity or for any other purpose. Architect's Services shall be limited to those expressly set forth in this Agreement. Architect shall have no other obligations or responsibilities for the Project except as agreed to in writing.

1. COORDINATION WITH THE OWNER

The Architect shall confer with the Owner to coordinate its services with the Owner. The Architect shall have the benefit of the Owner's experience and knowledge of its facilities, requirements, and current policies and standards applicable to the Project. To implement this coordination, the Owner shall provide to the Architect at no cost all existing information relevant to the Project and available to the Owner.

2. OWNER'S RESPONSIBILITIES

The Owner shall provide full information in a timely manner regarding its requirements for and limitations on the Project, and the Architect shall be entitled to rely on such information. The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Architect's services, including any errors, omissions or inconsistencies in any documents prepared by the Architect.

3. COMPENSATION

For and in consideration of the services to be rendered by the Architect, the Owner shall pay and the Architect shall receive the compensation set forth in the Agreement. Unless otherwise specified, compensation shall be paid to the Architect on a monthly basis in accordance with monthly billing statements based upon the progress of services performed and reimbursable expenses (if applicable) incurred during that month. Monthly compensation shall be due and payable upon receipt of the billing statement by the Owner. Any payments not made within sixty (60) days on statements rendered shall be subject to a charge for interest at the maximum legal rate of interest, beginning sixty (60) days after the date of the statement, and failure to make any payments when due shall entitle the Architect to suspend services. The Architect's final payment is due and payable upon completion of the Architect's services.

4. OWNERSHIP OF DOCUMENTS AND RECORDS

Upon full payment of all sums due or anticipated to be due the Architect under this Agreement and upon performance of all the Owner's obligations under this Agreement, the latest original Drawings, Specifications and the latest electronic data prepared by the Architect for the Project shall become the property of the Owner. This conveyance shall not deprive the Architect of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information contained in them in the normal course of the Architect's professional activities.

In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section.

The Architect shall retain all pertinent records relating to the services performed hereunder for a period of three years after completion thereof. The Owner shall have access to such records at all reasonable times during such period as may be required for audit of reimbursable expenses.

5. PROFESSIONAL RESPONSIBILITIES

The Architect's Services shall be limited to those expressly set forth in this Agreement. The Architect makes no warranties, either express or implied, with respect to services provided under this Agreement. The Architect shall have no other obligations or responsibilities for the Project except as agreed to in writing.

The Architect shall provide the following insurance: Worker's Compensation – Statutory; Commercial General Liability – Bodily Injury - \$300,000; Property Damage - \$100,000; Comprehensive Automobile Liability - Bodily Injury - \$300,000; and Property Damage - \$100,000; Professional Liability - \$1,000,000 per claim and \$2,000,000 annual aggregate on a claims-made basis. Certificates of insurance, on an ACORD form, shall be furnished to the Owner upon request.

Upon written request of the Owner, the Architect will provide additional insurance, if available, including increased coverage and/or limits, and the Owner will pay the Architect a mutually agreed amount for the increased coverage. The Architect's liability to the Owner for any indemnity or any damages arising in any way out of the performance of this Agreement is limited to the insurance coverages and amounts stated herein. The Architect shall not be liable to the Owner for any indirect, special or consequential loss or damage arising out of the performance or services hereunder including, but not limited to loss of use, loss of profit, or business interruption whether caused by the negligence of the Architect or otherwise.

In performance of its services, the Architect shall exercise the standard of care ordinarily exercised by members of its profession in the same locale and who are performing their services under the same conditions. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Architect.

Neither the Architect nor the Architect's consultants will offer or have offered any fiduciary service to the Owner and no fiduciary responsibility shall be owed to the Owner by either the Architect or the Architect's consultants as a result of the Owner and Architect entering into this Agreement.

6. TERMINATION: SUSPENSION OF WORK

The Owner may, at its discretion, terminate the Project or indefinitely suspend the Project under this Agreement by giving the Architect seven-day written notice. In such event, the Owner shall assume all obligations, commitments and claims that the Architect may have in good faith undertaken or incurred in connection with the Project. The Architect shall be equitably paid for services rendered prior to effective termination notice date and for reasonable termination expenses.

7. SUCCESSORS AND ASSIGNS

The Owner and the Architect each binds itself and its partners, successors, executors, administrators, and assigns to the other party to the Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of the Agreement. Neither the Owner nor the Architect shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other, and agree that the Agreement represents the entire understanding of the Owner and the Architect and cannot be changed, added to, or modified and any way except in writing, signed by both the Owner and the Architect.

8. NON DISCRIMINATION

The Architect will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Architect. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Architect shall state in all solicitations or advertisements for employees placed by or on behalf of the Architect that the Architect is an equal opportunity employer.

9. DRUG-FREE WORKPLACE

During the performance of services provided under this Agreement, the Architect agrees to (i) provide a drug-free workplace for the Architect's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Architect's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Architect that the Architect maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses (substituting the consultant or vendor for the Architect as the obligated party) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each consultant or vendor.

For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done by the Architect in connection with this Agreement, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of such services.

END OF TERMS AND CONDITIONS

Vice Chair Lee made a **MOTION** to approve the budget amendments as presented. Commissioner Atkins prompted the Chairman to ensure that the two commissioners on the phone do not have any questions or concerns.

Commissioner Bazemore and Commissioner Trent had no comments at this time.

Commissioner Atkins **SECONDED** the motion. The **MOTION PASSED** unanimously.

Next, Mr. Roberson noted that a press release was submitted to local media on March 20th which waived late fees, convenience fees, and suspended cut offs for a period of 30-days. This would end on April 22nd unless the Board acted at tonight's meeting.

It was also noted by Mr. Roberson that Governor Cooper had issued an Executive Order suspending utility late fees, cut offs and cancellations due to non-payment through May 31, 2020. The County would simply need to address convenience fees, and how those would be handled beyond April 22nd.

The Board present in the room and on the phone discussed this matter, and noted that being fair to the citizens was first priority especially since the County building is closed to the public for an indefinite amount of time.

Chairman Wesson made a **MOTION** for the County to stay in line with Governor Cooper's Executive Order regarding utility payments, late fees, suspension in any utility cut offs, and the absorption of convenience fees for those who choose to pay online. The extension would be in place until May 31, 2020 which coincides with Governor Cooper's order. Vice Chair Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

Lastly, Mr. Roberson provided a brief update about the current ad valorem tax collection rate which is 94.95%. He noted that this number should change over the next two and a half months as payments are still being received. He reported that we are projected to meet or surpass the goal set last year which was 96.4%.

Regarding vehicle tax collection, the collection rate for Bertie stands at 76.7%, for nine (9) out of 12 months. Projections are looking favorable to finish the fiscal year on June 30th despite any decreases in the next couple of months due to COVID-19.

To address sales tax, the County has received seven (7) out of 12 months of payments, and we are currently sitting at a 61.5% which is ahead of schedule. In summary, Mr. Roberson noted that this percentage is something to watch as it could impact the County's bottom line by the end of the fiscal year.

Thus far, the County is absorbing costs related to COVID-19 purchases, but those expenses are being heavily tracked to be compliant for FEMA reimbursement. Mr. Roberson noted that these items will continue to be monitored so any new updates can be presented to the Board.

There was a brief discussion regarding legislation currently on the floor in the NC General Assembly which would bring considerable funding to counties in North Carolina to address shortfalls due to COVID-19.

As a point of discussion, Commissioner Bazemore cited an email and blog post received from Kevin Leonard regarding voting remotely as part of the governing body.

Families First Coronavirus Response Act Update by Risk Management/Human Resources Director Cortney Ward

At this time, Cortney Ward, Human Resources and Risk Management Director, provided a brief presentation about a new federal law entitled the Families First Coronavirus Response Act (FFCRA).

It was noted that all employees had received copies of the corresponding flyers distributed through the Department of Labor. Posters were also present in various places for employees for immediate access as needed.

The Board reviewed a hard copy of Ms. Ward's PowerPoint and discussed as needed.

Census 2020 Update by Complete Count Committee Liaison & Planning Director Traci White

Traci White, Planning & Inspections Director, noted the latest statistics for 2020 Census response rates including the national rate of 53.2%, North Carolina's rate of 48.5%, and Bertie County as 38.7%. Town specific response rates would be periodically updated on the County's Facebook page, and the Bertie County 2020 Census page.

Ms. White discussed the present challenges that exist due to the pandemic. Suggestions of flyers in school delivered lunches, Census parades, and creative videos that could be compiled together. Chair Wesson also noted that a Census bus may be available to help.

She also noted a video contest currently underway with the top prize of \$30,000. Chair Wesson also asked if there was any delay in citizens receiving their Census surveys during the pandemic, and Ms. White noted that there was a delay. She informed those on the call that citizens did not have to wait to receive their surveys, and that they could call, provide their address, and complete the Census over the phone.

She also briefly updated the Board on the current response rates in each town.

Update and Discussion of 2020 Board of Equalization & Review dates by Tax Administrator Jodie Rhea – Proposed date of May 4th

Jodie Rhea, Tax Administrator, came on the line to provide an update about the 2020 Board of Equalization & Review dates.

Per the latest revaluation, the County has 19,058 parcels and 307 informal appeals. 110 are from the Scotch Hall community. There is a total of 13 appeals scheduled to be presented to the Board during their annual review as the Board of Equalization and Review.

Proposed dates for the presentation of those appeals are Monday, May 4th and Thursday, June 4th.

After a brief discussion, there was consensus among the Board to tentatively conduct the first half of appeals as the Board of Equalization and Review on Monday, May 4th.

Mr. Rhea recommended that anyone who has concerns about their property value to please contact the Tax Office, but that two years of market research is conducted in assigning property values. Citizens are encouraged to bring supportive documentation about why the believe their property value was not properly considered.

Commissioners' Reports (E)

Commissioner Trent

Commissioner Trent asked for clarification about Dr. Lowry's remarks earlier in the meeting about 30-40% of people carrying COVID-19 without any symptoms. Mr. Cooper confirmed this information, and emphasized that new CDC guidance should be available soon to address this issue in particular. Commissioner Trent promoted the continuance of social distancing and heeding the stay at home order to help better prevent the spread.

Commissioner Bazemore

Commissioner Bazemore noted that she was muted during the conversation regarding the 2020 Census, but added her idea of an additional robocall for the community reminding them to complete their survey. She also noted that she had sent a blog post to the Legal Team about remote voting during a state of emergency. She inquired if anyone at the Council on Aging had applied for funding that has become available for aging seniors due to the pandemic. Chair Wesson noted he could assist in this endeavor as President of the Mid-East Commission. Lastly, she noted that small businesses are able to go online at savesmallbusiness.com to apply for needed business funding during the pandemic.

Vice Chair Lee

Vice Chair Lee noted that work has continued on the new terminal building at the Tri-County Airport near Woodland, NC. The pandemic and recent weather has thus far not impacted the construction schedule. She also received correspondence today from the Office of Intergovernmental Affairs that NC just received approval for additional money to the electronic benefits transfer (EBT) program. Additional funding will be available directly on program participants' EBT cards. Eligibility and amount of additional funding is dependent on how many school aged children are currently living in the household.

Chairman Wesson

Chairman Wesson read a brief statement about how he encouraged citizens to be aware but not overcome by fear when it comes to this pandemic. He cited his wife as a mental health professional and shared that irrational fears are more dangerous than the virus itself. He thanked everyone for listening and stated that he was praying for the families of Bertie County during this difficult time.

County Manager's Reports (F)

Mr. Vaughan thanked the public for their support thus far, as well as the Board for entrusting him in this next step. He also acknowledged the dynamic staff working diligently during this pandemic.

Assistant County Attorney's Reports (G)

Assistant County Attorney, Jonathan Huddleston, had no reports at this time.

PUBLIC COMMENTS

At this time, Chairman Wesson opened up the floor to public comments.

A citizen submitted a question via the Zoom chat feature that was related to demolition and "eye sore" properties, and how these effect property values of adjacent properties.

Assistant County Attorney Huddleston noted that this would depend on the location of the home, inside or outside of a town limit, and whether or not the property presented a particular nuisance or litter concern.

The citizen was encouraged to contact the County directly about their specific property so that it could be investigated further.

There were no other public comments at this time.

CLOSED SESSION

Vice Chair Lee made a **MOTION** to go into Closed Session pursuant to N.C.G.S. § 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of employment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. Commissioner Atkins **SECONDED** the motion. The **MOTION PASSED** unanimously.

Atkins SECONDED the motion. The MOTION PASSED unanimously.
The Board shifted into Closed Session.
<u>ADJOURN</u>
Vice Chair Lee made a MOTION to adjourn the meeting at approximately 8:30 PM. Commissioner Atkins SECONDED the motion. The MOTION PASSED unanimously.
Ronald Wesson, Chairman
Sarah Tinkham, Clerk to the Board