

HERTFORD COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
COMMISSIONERS' CHAMBERS – HERTFORD COUNTY COURTHOUSE
Monday, August 3, 2020 – 9:00 AM


Present: Com. Ronald J. Gatling, Chairman, Com. John D. Horton, Vice-Chair, Com. Leroy Douglas, Com. Andre' Lassiter, and Com. William F. Mitchell, Jr.

Also Present with the Board: Mr. David B. Cotton, County Manager, Dr. Renee Fleetwood, Clerk to the Board, Attorney Charles L. Revelle, III, County Attorney

Chairman Ronald J. Gatling called the meeting to order at 9:00 AM and provided the Invocation.

REQUEST APPROVAL OF NCVTS REFUND – WILLIAM POWELL & DEBORAH GATLING

On a motion by Com. Andre' Lassiter and a second by Com. William F. Mitchell, Jr., the Board unanimously approved the NCVTS refund to William Powell and Deborah Gatling in the amount of \$483.39.



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date
08/03/2020 10:59:00

Payee Name	Primary Owner	Sec 2nd	Address 1	Address 3	Refund Type	Bill #	Status	Transaction #	Refund Description	Refund Reason	Create Date	Auth oriz	Tax Jurisdct	Levy Type	Change	Interest Change	Total Change		
POWELL, WILLIAM MILTON	GATLING, DEBORAH STANLEY		1049 NC 45 SOUTH	COFIELD, NC 27922	Proration	005233 5082	PENDING	126127980	Refund Generated due to proration on Bill #0042207985-2019-2019-0000-00	Tag Surrender	05/28/2020		G01	Tax	(\$97.79)	\$0.00	(\$97.79)		
															F01	Tax	(\$4.66)	\$0.00	(\$4.66)
																	Refund	\$102.45	
																	Refund Total	\$483.39	

USDA GRANT & LOAN PRESENTATION/UPDATE

Following the USDA Public Hearing held by the County Commissioners at 8:45 AM today, August 3, 2020, Ms. Monica Thornton, USDA Area Specialist presented the USDA Grant & Loan update. She shared the following: the loan will not exceed \$232,040.00, grant not to exceed \$243,760.00 and applicant contributions in the amount of \$537.00 for a total project cost of \$476,337.00. She also shared with the Board the conditions that must be understood and agreed to by the Board before further consideration may be given to the application for Federal Assistance.

On a motion by Com. Lassiter and a second by Com. Leroy Douglas, the Board unanimously adopted the USDA Resolution authorizing for Chairman Gatling to execute all

forms necessary to obtain a loan with the Clerk Fleetwood attesting the documents necessary to obtain a loan and grant from Rural Development as attached.

Resolution No: _____

BE IT RESOLVED

That the **Hertford County** Board of Commissioners accepts the conditions set forth in a Letter of Conditions dated **August 3, 2020**, Loan Resolution (Public Body) and Security Agreement:

That the Chairman and Clerk to the Board be authorized to execute all forms necessary to obtain a loan and grant from Rural Development, including, but not limited to the following forms:

Form RD 1942-46	Letter of Intent to Meet Conditions
Form RD 1942-47	Loan Resolution (Public Body)
Form RD 442-7	Operating Budget
Form RD 1940-1	Request for Obligation of Funds
Form RD 400-1	Equal Opportunity Agreement
Form RD 400-4	Assurance Agreement
Form RD 1910-11	Applicant Certification Federal Collection Policies for Consumer or Commercial Debts
Form AD-1047	Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions
Form AD-1048	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
Form AD-1049	Certification Regarding Drug Free Workplace (Grant)
1940-Q, Exhibit A-1	Certification for Contracts, Grants and Loans (Lobbying Certification)
Form RD 3570-3	Community Facilities Grant Agreement
Unnumbered Form	Certificate of Compliance

That if the interest rate charged by Rural Development should change between this date and the date of actual approval, the Chairman and Clerk to the Board be authorized to execute new forms reflecting the current interest rate and revised payments as required by Rural Development.

That the Board of Commissioners elects to have the interest charged by Rural Development to be the lower of the rate in effect at either the time of loan approval or loan closing.

This resolution is to become a part of the official minutes of the Board of Commissioners meeting held on August 3, 2020.

MOTION MADE BY: _____

SECONDED BY : _____

TO ADOPT THE RESOLUTION.

MOTION PASSED _____ to _____.

By: _____

Ronald J. Gatling, Chairman

Attest: _____

Dr. Renee Fleetwood, Clerk to the Board

LOAN RESOLUTION
(Public Bodies)A RESOLUTION OF THE Board of CommissionersOF THE Hertford County

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING
A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS
2020 DCI Vehicles and Equipment
FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the Hertford County
(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of
232,040.00

pursuant to the provisions of N.C.G.S. 160A-20; and

WHEREAS, the Association intends to obtain assistance from the Rural Housing Service, Rural Business - Cooperative Service, Rural Utilities Service, or their successor Agencies with the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U. S. C. 1983 (c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$ 10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contract or agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by the Government. No free service or use of the facility will be permitted.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established and maintained, disbursements from that account may be used when necessary for payments due on the bond if sufficient funds are not otherwise available. With the prior written approval of the Government, funds may be withdrawn for:
 - (a) Paying the cost of repairing or replacing any damage to the facility caused by catastrophe.
 - (b) Repairing or replacing short-lived assets.
 - (c) Making extensions or improvements to the facility.

Any time funds are disbursed from the reserve account, additional deposits will be required until the reserve account has reached the required funded level.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain the Government's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed \$ 233,060

under the terms offered by the Government; that the Chairman

and Clerk to the Board of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, the Board of Commissioners of the
Hertford County

has duly adopted this resolution and caused it
to be executed by the officers below in duplicate on this 3rd day of August, 2020

(SEAL)

By _____

Attest:

Title Ronald J. Gatling, Chairman

Dr. Renee Fleetwood, Clerk to the Board

Title

JUNE 2020 – JULY 2020 REPORT OF NEW HERTFORD COUNTY EMPLOYEES

Ms. Kimberly Turner, Director of Human Resources/Risk Management, presented the June 2020 – July 2020 Report of New Hertford County Employees as follows:

Hertford County Personnel Report June 2020

<u>Employees Hired</u>	<u>PT/FT</u>	<u>Department</u>
Alicia Handy	PT	E-911
Allen Smith	PT	EMS
Sarah Harris	PT	EMS
Christina Daye	FT	DSS

Hertford County Personnel Report July 2020

<u>Employees Hired</u>	<u>PT/FT</u>	<u>Department</u>
Cynthia Wiggins	FT	E911
Kayley Ronca	FT	EMS
Belinda Winborne	PT	Aging
Brandy Tinkham	PT	EMS
Douglas Lane	PT	EMS
Felicia Hardy	FT	Detention Center

REQUEST A CHANGE TO THE HERTFORD COUNTY FAMILY AND MEDICAL LEAVE POLICY

On a motion by Com. Mitchell and a second by Com. Douglas, the Board unanimously approved the change to the Hertford County Family and Medical Leave Policy as presented by Director Kimberly Turner, to change the FMLA year for purposes of measurement for eligibility to a 12-Month Calendar Year, January 1st – December 31st of each year.

Hertford County

Family and Medical Leave Policy

Purpose

The Family and Medical Leave Act of 1993 was passed by the Congress to balance the demands of the workplace with the needs of families, to promote the stability and economic security of families, and to promote the national interest in preserving family integrity; to minimize the potential for employment discrimination on the basis of sex by ensuring generally that leave is available for eligible medical reasons (including maternity-related disability) and for compelling family reasons; and to promote the goal of equal employment opportunity for women and men.

Eligible Employees

Regular Employees An employee who has been employed with Hertford County for at least 12 months and who has worked at least 1,250 hours during the previous 12 month period is entitled to a total of 12 workweeks, paid or unpaid, leave during any 12 month period for one or more of the reasons listed below. A workweek is defined as the number of hours an employee is regularly scheduled to work each week. A calendar year is defined as a 12-month period that runs from January 1 through December 31.

1. For the birth of a child and to care for the child after birth, provided the leave is taken within a 12 month period following birth.
2. For the employee to care for a child placed with the employee for adoption or foster care, provided the leave is taken within a 12 month period following the adoption or Foster care placement.
3. For the employee to care for the employee's child, (Under age 18, or age 18 or older and incapable of self-care because of a disability) spouse, or parent (in-laws not included), where that child, spouse, or parent has a serious health condition; or because the employee has a serious health condition that makes the employee unable to perform the functions of the employee's position.
4. Employees who are married to one another are limited to a combined total of 12 weeks of leave during the 12 month period if the leave is taken for: The birth of employees child or to care for the newborn child; the placement with the employee of a child for adoption or foster care; or care of the employees parent with a serious health condition.

5. For the employee whose spouse, child, or parent is on, or has been notified of an impending call to, active duty status in the National Guard or Reserve (or as a retired member of the regular Armed Forces or Reserves) in support of a contingency operation (Active Duty Leave). Other reasons may also include: short notice deployment; attendance at certain military programs related to active duty assignment; attendance at appointments related to financial or legal planning as a result of active duty assignment; attendance at counseling sessions that are needed as a result of an active duty assignment; short term temporary rest and recuperation leave of a covered service member during a time of deployment; attendance at certain other post deployment activities; and other activities as agreed by the County and employee.

Service Member Family Leave

Additionally, under the FMLA, eligible employees may be granted up to a total of 26 weeks of unpaid leave during a single 12 month period to care for a spouse, child, parent (in-laws not included), or next of kin (nearest blood relative) who is a current member of the Armed Forces (including the National Guard or Reserves) and has incurred an injury or illness in the line of duty while on active duty in the Armed Forces, provided that such injury or illness renders the service member medically unfit to perform the duties of the service member's office, grade, rank or rating and for which the service member is undergoing medical treatment, recuperation or therapy, or the service member is in outpatient status, or is on the temporary disability retired list.

Leave without pay

Leave without pay beyond the 12 week period or for employees not covered under the FMLA policy will be administered under the Hertford County Personnel Ordinance. Under these provisions, employees must pay for health benefits coverage.

Definitions

Parent — A biological or adoptive parent, foster parent or an individual who stood in loco parentis (a person who is in the position or place of a parent) to an employee when the employee was a child.

Child — Is a son or daughter who is under 18 years of age or is 18 years of age or older and incapable of self-care because of a disability who is:

- A. A biological child
- B. An adopted child
- C. A foster child — a child for whom the employee perform the duties of a parent as if it were the employee's child
- D. Step-child a child of the employee's spouse from a former marriage
- E. A legal ward -- a minor child placed by the court under the care of a guardian

F. A child of an employee standing in loco parentis

Spouse - A husband or wife

Serious health condition -- an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential medical care facility, or that involves continuing treatment by a health care provider.

Leave Charges

For the birth of a child, the employee is required to exhaust all available leave to include vacation, sick, comp, and gap time. This applies to both parents.

Intermittent Leave or Reduced Work Schedule

Pursuant to this policy, the employee may take leave intermittently or on a reduced work schedule for childbirth and birth related child care or for adoption.

When medically necessary, the employee may take leave intermittently or on a reduced schedule because the employee has a serious health condition. If such leave is foreseeable, based on planned medical treatment, the County may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring period of leave.

When an employee is on a reduced work schedule, the time not worked is counted against the total 12 workweeks.

Employee Responsibility

The employee shall apply in writing to the supervisor for leave requested under this policy as follows:

1. Birth or adoption —The employee shall give the County no less than 30 day's notice, in writing, of the intention to take leave, subject to the actual date of the birth or adoption. If the date of the birth or adoption requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.
2. Planned medical treatment — When the necessity for the leave to care for the employee's child, spouse, or parent or because the employee has a serious health condition, the employee must make a reasonable effort to schedule the treatment so

as not unduly to disrupt operations, subject to the approval of the employee's health care provider or the health care provider of the employee's child, spouse, or parent. The employee must also give 30 day's notice if practicable of the intention to take leave.

The employee shall be deemed to have applied for leave under this policy when: (a) the employee is on approved leave but has not given written notice of the intent to take family or medical leave to the supervisor, (b) the employee utilizes leave for any purpose whether with or without pay for a period in excess of 10 calendar days and (c) the basis for the leave fall within the scope of this policy. In these cases, the County shall notify the employee that time spent on paid leave or leave without pay during the 10 calendar day period is a part of the 12 workweeks of leave.

If the employee will not return to work after the period of leave, the County should be notified in writing immediately. Failure to report at the expiration of the leave, unless an extension has been requested, may be considered as a resignation.

Certification

For leave pursuant to this policy, the County may require that a claim for leave because of adoption be supported by reasonable proof of adoption.

The County may require that a claim for leave because of a serious illness of the employee or of the employee's child, spouse, or parent be supported by a doctor's certification which includes the following:

- The date on which the serious health condition began
- The probable duration of the condition
- The appropriate medical facts regarding the condition
- A statement that the leave is needed to care for the child, spouse, or parent, and an estimate of the amount of time that is needed; or that the employee is unable to perform the functions of the position, whichever applies
- Where certification is necessary for intermittent leave for planned medical treatment, the date on which the treatment is expected to be given and the duration of the treatment

Where the County has reason to doubt the validity of the certification, the county may require the employee to get the opinion of a second doctor designated or approved by the County. Where the second opinion differs from the opinion in the original certification provided, the County may require the employee to get the opinion of a third doctor designated or approved jointly by the employer and the employee. The third opinion is final and is binding on the County and the

employee. The County may require that the employee get subsequent recertification's on a reasonable basis. The second and third certifications and the recertification must be at the County's expense.

Employment and Benefits Protection

1. Reinstatement — the employee shall be reinstated to the same position held when the leave began or one of like pay grade, pay, benefits, and other conditions of employment. The County may require the employee to report at reasonable intervals to the employer on the employee's status and intention to return to work. The County also may require that the employee receive certification that the employee is able to return to work.
2. Benefits — The employee shall be reinstated without loss of benefits accrued when the leave began, and all benefits accrued during any period of paid leave. However, no benefits will be accrued during any period of leave without pay.
3. Health Benefits — The County shall maintain coverage for the employee under the County's group health plan for the duration of leave at the level and under the conditions coverage would have been provided if the employee had continued employment. The County may recover the premiums if the employee fails to return after the period of leave to which the employee is entitled has expired for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control.

Interference with Rights

1. Actions prohibited - It is unlawful to interfere with, restrain, or deny any right provided by this policy or to discharge or in any other manner discriminate against an employee for opposing any practice made unlawful by this policy.
2. Protected Activity — It is unlawful to discharge or in any manner discriminate against any employee because the employee does any of the following:
 - a. Files any civil action, or institutes or causes to be instituted any civil proceeding under or related to this policy.
 - b. Gives, or is about to give, any information in connection with any inquiry or proceeding relating to any right provided by this policy.
 - c. Testifies, or is about to testify, in any inquiry or proceeding relating to any right provided under this policy

Enforcement:

A violation of or denial of leave request pursuant to the Family and Medical Leave Act of 1993 is not a contested case and creates no right of grievance or appeal under the State Personnel Act and the Hertford County Grievance Procedure. Violations can result in any of the following or a combination of any of the following and are enforced by the U.S. Secretary of Labor:

- a. U.S. department of labor investigation, or
- b. Civil liability with the imposition of court cost and attorney's fees,
- c. Administrative action by the U.S. Department of Labor

For further information, see the Federal Regulations Part 825 of the Family and Medical Leave Act of 1993.

REQUEST APPROVAL OF THE COVID-19 MEMORANDUM OF AGREEMENT (MOA) - HERTFORD COUNTY COURTHOUSE

County Manager, Mr. David B. Cotton, presented the Hertford County Courthouse Memorandum of Agreement – Procedures for Reporting Employee Exposure to COVID-19 to the Board. Upon being acknowledged by the Board, Senior Resident Superior Court Judge, Judge Cy A. Grant, Sr., emphasized his appreciation to the Board for their consideration of the MOA and that even though the cleaning and decontamination efforts rest with the County, his office and the Judicial Branch will support the County 100%.

On a motion by Com. Douglas and a second by Com. Mitchell, the Board unanimously approved the Hertford County Courthouse Covid-19 Memorandum of Agreement (MOA).

RATIFY PROCLAMATION HONORING THE MEMORY OF BETTY GRAY MITCHELL

On a motion by Com. Lassiter and a second by Com. Douglas the Board voted unanimously to ratify the Proclamation Honoring the Memory of Betty Gray Mitchell dated July 24, 2020.

REQUEST APPROVAL OF THE HOME & COMMUNITY CARE BLOCK GRANT FOR OLDER ADULTS COUNTY FUNDING PLAN

On a motion by Com. Mitchell and a second by Com. Douglas, the Board voted unanimously to approve the Home & Community Care Block Grant for Older Adults County Funding Plan.

REQUEST APPROVAL OF AMENDMENT TO HERTFORD COUNTY BUDGET ORDINANCE FY 2020-2021 AMENDMENT #1 AND AMENDMENT #2

On a motion by Com. Mitchell and a second by Com. Douglas, the Board unanimously approved the Amendment to Hertford County Budget Ordinance Fiscal Year 2020-2021 Amendment # 1 to correct the budget for the FY 2021 DJJDP Grant in the amount of \$14,392.00 as attached.

AMENDMENT TO HERTFORD COUNTY BUDGET ORDINANCE FISCAL YEAR 2020-2021

BE IT ORDAINED by the Governing Board of the County of Hertford, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021:

REVENUE:

Department	Account Number	Account Description	Amount Increase	Amount Decrease
Revenues	100112-448500	Fund Balance Appropriated	\$ 9,275	
Revenues	100060-413900	DJJDP Grant	\$ 5,117	
Total Changes in Revenue			\$ 14,392	\$ -

Net Change in Revenue	\$14,392
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EXPENDITURE:

Department	Account Number	Account Description	Amount Increase	Amount Decrease
DJJDP	104340-560100	Second Chance Counts		\$ 2,151
DJJDP	104340-560201	Power of U		\$ 5,091
DJJDP	104340-560000	JCPC Certification	\$ 1,000	
DJJDP	104340-560401	HC Vocational & Education	\$ 3,034	
DJJDP	104340-560203	H C Teen Court	\$ 17,600	
Total Changes in Expenditures			\$ 21,634	\$ 7,242

Net Change in Expenditures	\$14,392
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Explanation:

To Correct Budget for the FY 2021 DJJDP Grant

Finance Director (Interim)

Date

Amendment #	1
Approved:	
Posted:	

On a motion by Com. Mitchell and a second by Vice-Chair John D. Horton the Board unanimously approved the Amendment to Hertford County Budget Ordinance Fiscal Year 2020-2021 Amendment # 2 to budget for State authorization #2 Funding for Crisis Intervention Program in the amount of \$142,186.00 as attached.

AMENDMENT TO HERTFORD COUNTY BUDGET ORDINANCE FISCAL YEAR 2020-2021

BE IT ORDAINED by the Governing Board of the County of Hertford, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021:

REVENUE:

Department	Account Number	Account Description	Amount Increase	Amount Decrease
Revenues	100063-419101	Crisis Intervention	\$ 142,186	
	Total Changes in Revenue		\$ 142,186	\$ -

Net Change in Revenue	\$142,186
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EXPENDITURE:

Department	Account Number	Account Description	Amount Increase	Amount Decrease
Crisis Intervention	104440-569009	Crisis Intervention Program	\$ 142,186	
	Total Changes in Expenditures		\$ 142,186	\$ -

Net Change in Expenditures	\$142,186
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Explanation:

To Budget for State Authorization #2 Funding Allocation for Crisis Intervention Program

	Amendment #	2
	Approved:	
	Posted:	

Finance Director (Interim)	Date
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COUNTY MANAGER'S COMMENTS

Manager Cotton made the following comments:

- 1) Hurricane Isaias
 - regaining its strength,
 - weather alerts project Hertford County and neighboring counties will experience hurricane force winds and rain, flashflood warnings and probability of multiple tornadoes around 2:00 AM Tuesday morning, August 4, 2020.
 - updates will be reported to the Board and staff overnight as necessary
- 2) Inclement Weather Shelters are not in place as a result the COVID-19 Pandemic. However, persons are prepared and receiving training as required should the need arise.

Manager Cotton requested the Board's pleasure pending changes in the weather forecasts. Chairman Gatling directed Manager Cotton to contact Chris Smith and if action from the Board is required, Clerk Fleetwood would poll the Board in these situations.

COMMISSIONERS' COMMENTS

The Board comments were as follows:

Vice-Chair Horton, Com. Lassiter and Com. Mitchell made no comments.

Com. Douglas made the following comments: 1) reminded Manager Cotton that the Summer Intern Program was approved to operate July 1, 2020 - August 15, 2020 and should not have ended on July 31, 2020; 2) If there are conflicts with dates approved by the Board, Manager Cotton should notify the Board; 3) stated it would be nice for Manager Cotton to invite the interns to attend the next Board meeting; 4) requested an update of the County Foreclosed Property Packet; and stated his concern with the County Transfer Station office closing on Friday at 12:30 pm and closed on Saturdays adding to the limited accessibility concerns from citizens.

County Manager Cotton advised Com. Douglas and the Board that he has two additional properties remaining to be photographed in order to complete the foreclosed property packet.

Chairman Gatling requested that the Transfer Station additional hours of operation expense proposal, report from the Board of Elections, and an update on the Brown Mobile Home Court raw sewage concern be included on the August 17, 2020 Agenda.

CLOSED SESSION

On a motion by Com. Mitchell and a second by Com. Lassiter, the Board unanimously approved to move to Closed Session as allowed under NCGS § 143-318.11(a)(3) to consult with the County Attorney.

Minutes of Closed Session are on file in the Office of the Clerk to the Board.

On a motion by Com. Lassiter and a second by Com. Douglas, the Board unanimously approved to return to the Regular session.

On a motion by Com. Douglas and a second by Vice-Chair Horton, the Board unanimously approved to retain Parker Poe Attorneys and Counselors at Law Group to defend the County in the Market Memorial Realty, LLC hearing with the North Carolina Property Tax Commission.

ADJOURNMENT

On a motion by Com. Mitchell and a second by Com. Douglas, the Board unanimously approved to adjourn the meeting.

Approved: August 17, 2020

Com. Ronald J. Gatling
Chairman

Dr. Renee Fleetwood
Clerk to the Board