

TOWN OF BISCOE
BOARD OF COMMISSIONERS MEETING
December 14, 2020

The Biscoe Town Board of Commissioners met in a regular session on Monday, December 14, 2020 at 7:00 pm in the Municipal Building.

Board Members Present:

Mayor Eddie Reynolds, Mayor Pro-tem Gene Anderson, Commissioner Kay Kinch Commissioner Dutch Anliker, Commissioner Lashaunda Ryan, and Commissioner Barry Jackson.

Members of Management Present:

Town Manager Brandon Holland, Town Clerk Laura Morton, Public Works Director Sam Stewart and Police Chief Shane Armstrong.

Call to Order/Moment of Silence/Pledge of Allegiance

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

Mayor Reynolds announced that all Town Board meetings are recorded.

Conflict of Interest Statement

Town of Biscoe Code of Ethics provides that public officials and employees be independent, impartial and responsible to the public; that governmental decisions and policy be made in proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals and in keeping with the ethical standards of conduct for town public officials and its employees, disclosure of interest in legislative action must be stated for the public record. The mayor or any member of the town council who has an interest in any official act or action before the council shall publicly disclose on the record of the council the nature and extent of such interest and shall withdraw from any consideration of the matter if excused by the council pursuant to G.S. 160A-75.

Public Comment Forum

No one spoke during the public forum.

Public Hearing on the Proposed Annexation

A motion was made by Mayor Pro-tem Ryan, seconded by Commissioner Ryan and so the motion carried unanimously to recess the regular session and call to order the public hearing for the proposed annexation.

Manager Holland provided the Board with an update on this request.

Commissioner Kinch asked why a someone with Jordan was not present. She was concerned if this gun business would affect other businesses that would want to move into the site. Manager Holland said that with the town's current Zoning Ordinance, they can build the gun range. The only reason they are requesting annexation is because of the Economic Development Agreement that was made regarding the Mega Site. The agreement states that anyone who moves into the Mega Site will have to be annexed into the Town of Biscoe.

After a brief discussion, the Board asked that a Jordan representative come and speak to the Board and talk about their plans and bring their blueprints so the Board can see what their plans are moving forward,

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

A motion was made by Commissioner Jackson, seconded by Commissioner Ryan, and so the motion carried 3-2 to approve the Jordan Lumber Annexation Ordinance and Resolution.

AYES: 3; NAYS: 2 (Voting No: Mayor Pro-tem Anderson and Commissioner Kinch)

Attachment #1

Adoption of the Agenda

A motion was made by Commissioner Anliker, seconded by Mayor Pro-tem Anderson, and so the motion carried unanimously to adopt the agenda.

AYES: 5; NAYS: 0

Approval of the Consent Agenda

A motion was made by Commissioner Ryan, seconded by Commissioner Kinch, and so the motion carried unanimously to approve the following items on the Consent Agenda:

- Approval of November 9, 2020 Minutes
- Approval of December 2020 Monthly Financial Report

AYES: 5; NAYS: 0

Representative Boles – Samarcand History – East Montgomery High School Previous Plan

Manager Holland introduced Representative James “Jamie” Larry Boles, Jr. to the Board. (He represents Moore County) He is here to provide some background information on a previous plan for East Montgomery High School project.

Representative Boles introduced the Director of Samarcand Mr. Rick Jordan to the Board. He said with your permission he would provide an update on what started back in November of 2019. He appreciates Brandon and he met with them a couple of times. He said I also Chair the appropriation for the Department of Public Safety in Raleigh. He said I am a funeral director in Southern Pines. I do not know one thin about training or catching criminals; but I do know as a legislator and you know as council people that you have to have to provide the right tools for your employees to do their jobs. Right now, North Carolina is taking a lead in school safety and training our SROs in deescalating the situation, identifying students. When we heard about East Montgomery closing and consolidating into one high school Mr. Jordan and I started running scenarios, there is nothing in the nation that has the possibilities of what we can do. Representative Boles said with that Mr. Jordan will explain. We had our central engineer come in and look at the building as far as maintenance long term. We just looked at it. Ever since Sandy Hook in Connecticut in 2012, the whole nation has looked at school safety and how we can better prepare our law enforcement officer, our social workers, our administrators on how to train and prepare for school and children’s safety. In North Carolina they started Center for Safe Schools have identified the changes in the facilities that we need. The one thing we are missing in our portfolio and in our assets is an actual school setting. This we feel like would be an asset for everyone. A study was done in November of 2019 (He said he would give the Board a copy of it). The acquisition of East Montgomery would create the opportunity to expand training courses targeting school safety and by making classrooms and training rooms available for commuting, residential students and utilization of a brick-and-mortar training site. It would provide a realistic environment for our mental health professionals, first responders, security professionals training together in the atmosphere representing the diversity school districts in North Carolina. We also reached out, this would also not only benefit the State, but we reached out in the same meeting, we reached out in the same meeting to Montgomery Community College for their Continuing education of law enforcement, EMTs, and fire

fighters and provide them with additional training. Where it affects Biscoe, we had an economic impact done also. There is just not one way to qualify the overall potential economic impact, but there are many tangibles that result in this project. This facility is currently about 10% of the Town of Biscoe's water and sewer revenues. While we can't expect the same level of usage of the Town utilities will be a longevity for you all and us on utility rates. Having more visitors would inflate the overall economic of the entire county, more people living and working in Biscoe. Mr. Jordan will reflect on the FTEs and what jobs can be brought in. Contributing to the tax base of the Town and County. Additionally, more people buying and shopping for supplies using our restaurants and having a real impact with potential. The possibility of economic growth of limitless and will transform the entire area. With that said, we have a great unique and great opportunity here. Samarcond is only 8 miles away. It is on the border of Moore and Montgomery County. Mr. Jordan is going to explain to you the overnight we have. Currently there now, you probably don't know this, and you aren't supposed to know this, I know we are in a public meeting. All ALE officers are trained down there. That is their academy. The SBI is out here and they do all their agent training here and all their branches with the SBI. We are also talking with Wildlife to move their academy out here, which they are going to start using our facility. Mayor Reynolds said we are talking about the whole State? Representative Boles said yes, the entire State of ALE, SBI, Probation, Parole...there is a lot that goes on out there that you are not supposed to know about. We are fortunate to have it here. He then turned it over to Mr. Jordan to answer more questions. He said am I here to with a checkbook right now? No, but I am here to see how I can go back and talk to our leaders and how we can make this deal moving forward. Mayor Reynolds asked if the State would be responsible for the upkeep and maintenance on the building? Rep. Boles said yes. Mayor Reynolds said supposedly it needs a new roof, the State would cover all that cost? Rep. Boles said I can't answer that sir. I don't know what the ownership of the building is. He said I will be honest with you; I have been frustrated since November of 2019; not with the current administration but the past administration. Mayor Reynolds said I am right there with you. This was never made public and it should have been made public. What was made public is the County would absorb the cost of the maintenance and the upkeep of the facility. Representative Boles said publicly I have been upset with past representatives in the House and with the manager because I have eaten many meals over here. I thought we were moving along and then we just stopped. Brandon can tell you I brought everybody down here for a roundtable with the SBI here, the Center for Safe Schools, and Mr. Jordan. We have a unique opportunity, but I can never find out who owns it, what's going to happen to it...that is where we are at. He said I probably talked too much...Mayor Reynolds said no sir. Thank you for the information. He said I will turn it over to Mr. Jordan to give you a brief history of what we have done at Samarcond, our FTEs that we are doing out there, our students, our numbers, it's just unbelievable.

Mr. Jordan Director of Samarcond. He said all of you are probably familiar with it. I have been there since August of 2014 when we started to renovate the facility. We took it from a juvenile youth center and turned it over to a law enforcement training facility. The State of North Carolina has spent close to \$26 million in renovating that facility. We have turned it in to a state-of-the-art law enforcement training center. We currently have approximately 180 beds for overnight occupants. We have a dining hall that is brand new that can seat 150 people at one time, 11 classrooms, 2 firing ranges, a state-of-the-art training simulator, I could go on and on and on. We have established ourselves with the footprint of being probably, if not the premier law enforcement training facility in North Carolina – we are pretty close. We are owned and operated by the Department of Public Safety. The other training center in North Carolina is in Salemburg NC – the Justice Academy is owned and operating by the Attorney General's office. Two different departments, two different missions, two different goals. I attended some informational meetings with Representative Boles, your Town Manager was there. We talked about the potential for East Montgomery High School and coming under the auspices of Samarcond. There was such an emphasis, or there was before the pandemic, on keeping our schools safe. All of you are aware of national tragedies throughout the country. Training programs, school resources officers need additional training...all of these different things were coming in to play. At the time we were interested in East Montgomery because we see the potential there and expand our training platform, focusing on school safety. We can put on specific training programs at that locations as if the SRO was in a real school. We can do a lot of different training scenarios, training programs...we discussed a collaborative partnership with Montgomery Community College that

was at the forefront of how we would schedule these things. They would take an active role in assigning classes, instructors, students, and generating funding for those students as they came through those schools. We talked about the partnership with the Town of Biscoe and how we could have a positive economical impact for the Town. I think if we were able to bring it into fruition, we could bring 20 -25 jobs to Montgomery County and the Town of Biscoe. We would have students coming in from all of over North Carolina that would be shopping and eating and buying gas. It would increase the expenditures out of their pockets here within this community. As well as the potential to do something that hasn't been done anywhere else in North Carolina, and that is to utilize an existing school for primarily school resources officer training. We have a lot of great ideas. We have a lot of things we think we can accomplish over there at that high school. We brought down our engineers, they did a site visit. The said the school is in remarkably good shape. Once we got the money from the General Assembly to fill some of these jobs we could literally be up and running almost in the current condition it is in. We would have to fix a few things and we would have to buy a few things, but we do not anticipate a long-term renovation project. We see a turnkey site. Once staffed and with the partnership with Montgomery Community College we could be up and running in no time at all. Those are some of the parameters. He said I have a lengthy white paper here I wrote a year ago on explaining all of those details. The focus would be for school safety. That is what we are looking at it for. There are some other training programs Montgomery Community College was interested in hosting that we would do there as well (EMS, FIRE). The big training programs these days are these drones. There are a lot of different things we can do at that site as well. We could bring people in from around the State for training. They could stay at Samarcand and spend the night and come back over to East Montgomery. It would be a great partnership and would be very easily done with the close proximity of the two training facilities. If you have questions, please let me know.

Mayor Reynolds said were you intending to lease it from the County or the Town of Biscoe if we worked some type of deal. Were you planning on leasing or buying? Representative Boles said Brandon is probably as frustrated as I am. We have talked. That is a good question. We don't know what's available. There was never an option. Mayor Reynolds said I know at one time when Biscoe was interested it was given a \$50 million price tag. That is what we were given which is crazy. Mr. Boles said I have some schools in Moore County I will sell you. In all fairness to Brandon...I sat back here thinking they are going to throw him under the bus...no we (Representative Boles, Brandon, and myself) were just as frustrated that there were no options. Mayor Reynolds said the County Government, to me, has thrown the whole county under the bus. This proposal was never publicly put in the paper, it was never publicly known about. When it was put in there it said the government agency that was going to take it over was expecting the County to maintain the building and pay for a new roof and it wasn't feasible. They wanted to turn it into an industrial site. We have a mega site that they haven't contributed anything to. We have one in Mt. Gilead. There are so many mega sites and industrial sites that have not been used that they have not put money in, and they have not helped us one bit to get industries in here and all of a sudden, they want to turn these two schools into an industrial site. You are right between 2 schools, an elementary school, and a middle school. Now right here you have a proposal that is to me a no brainer. It will benefit the whole County and the State of North Carolina. Why it was never considered...blows my mind.

Mr. Jordan said I think I can safely say that DPS would take over the maintenance of the facility. We would make what repairs that were necessary. Jordan said there would have to be a lease agreement or memorandum of understanding. This is not an unusual thing. North Carolina does this. The State office...with the Department of Administration. They get involved in this thing and set the parameters of how the rental of the property would take place. I do not know if there is an interest to purchase the facility...we would be more inclined to do a long-term lease and maintain it, pay the Town utilities we utilize, we provide job just like any other industry that came into town. Representative Boles said we were never given an opportunity. I like options, we were never given options. Mayor Reynolds said you just said the facility met what you want, and you can move in almost right away. Boles said almost turn-key. Mayor Reynolds said you won't have to spend \$26 million on it like you did at Samarcand (and I know that wasn't all at one time) that is not what the public was told. The public was told the facility was basically falling down and needed to be bulldozed down, and it would take a million dollars to fix the roof (that may be

true). The public was basically lied to or not given enough information. That is what frustrates me. Representative Boles said I can't come here about your schools here. I really think the long-term vision of the one high school on the campus up there is going to benefit you. Mayor Reynolds said I agree. Boles said as far as the school and what we are going to do with surplus property...we could never get an answer of options or what was going to happen to it. That is all we asked for. How can we move forward with school safety and create a program that there is not like it in the nation? Mayor Reynolds said that frustrates me that our County Manager and County Commissioner did not give you an answer. Boles said I am not here to harp on the past. I like to move forward. When I got the call, the first one I called. I told him our vision is still there. Mayor Reynolds said the vision is still there? Boles said oh yes. School Safety is the number one issue with moms and dads. Mr. Jordan said when the pandemic gets behind us, we are back in schools back dealing with school safety.

Mayor Reynolds said so basically, the pandemic basically put you on hold too? Mr. Jordan said School Resource Officers are not in school and aren't able to come with training as much. They aren't able to come to training as much. We have had to slow down our SRO training. As soon as the pandemic is over and the students are back in school, we are back to dealing with active situations again, we will be looking for places to increase our school safety training. That is the perfect site for this.

Mayor Reynolds said I have reached out to four commissioners. They have been given the pamphlet that Brandon had that Brandon had. It is a new Board, a temporary County Manager right now, so maybe they will look at it differently and give you an answer. Hopefully, it is something that will move forward. It will be a benefit to Biscoe and the County and the State. This is the center of North Carolina, Star and Biscoe. Boles said people that will be benefited the most will be the citizens.

Mayor Reynolds thanked Representative Boles and Mr. Jordan for coming to meet with us and informing us. Representative Boles asked what the Board recommends we do next. Mayor Reynolds said I recommend we set some meetings up and get the Commissioner talking to us, Brandon, myself, and you and your representatives, and MCC. It is a no brainer for MCC. They are going to get funding to with what they do with it to. Boles said MCC is behind it, Mayor Reynolds said yes, they are but it blows my mind why it was never considered. Mayor Reynolds said I would like for us to set something up and I will be in contact with some of the County Commissioners to see if Brandon and myself can influence them to at least start the meetings back and try to get something...Boles said with your permission I will talk with Brandon. Mayor Reynolds said yes sir. Boles said I am like you we have a new budget coming up in July and I need a budget for, this is--economic funds are questionable, but this is something we can't ignore. There was another shooting of a 10-year-old brought a gun to school...Mayor Pro-tem Anderson said it could get worse after this presidential election. He said I don't know about the presidential election, but the pandemic and the mental health of our people is important. Mayor Reynolds said people can't stand being couped up. Boles said when you let them out.....He said we look forward to working with all of you in Brandon. There is no where like it in North Carolina or the United States that you can actually go to the schools and walk through the hallways. Mayor Reynolds said we will try to get the ball rolling again. He said if we can assist you in anyway, do not hesitate to call me, Brandon, or any of the Commissioners.

Approval of Social Media Policy/Electronic Communication Policy

A motion was made by Commissioner Ryan, seconded by Commissioner Anliker, and so the motion carried unanimously to approve the Social Media Policy/Electronic Communication Policy.

AYES: 5; NAYS: 0

Attachment #2

Approval Governor Highway Safety Program for Computers

A motion was made by Mayor Pro-tem Anderson, seconded by Commissioner Kinch, and so the motion carried unanimously to approve the NC Governor Hwy Safety Program Grant Application and 50/50 Match.

AYES: 5; NAYS: 0

Approval of COVID-19 Sick Leave & Telework Policies

Emergency Family & Medical Leave Expansion Act (eFMLEA)

Town Clerk Laura Morton explained the history and content on the Emergency Family & Medical Leave Expansion Act (eFMLEA). Any full-time employee who meets the criteria in the policy would receive 80 hours of COVID sick time from March through December 31 of 2020. The NC League of Municipalities HR Attorney provide these policies to the Town. This sick time is over and above what the employee currently earns.

A motion was made by Commissioner Jackson, seconded by Commissioner Anliker, and so the motion carried unanimously to approve the Emergency Family & Medical Leave Expansion Act (eFMLEA).

AYES: 5; NAYS: 0

Attachment #3

Telework Policy & Agreement

Town Clerk Laura Morton provided an overview and synopsis of this proposed policy. She explained if the Town had to shut down for whatever reason, most of the work like water billing, bank reconciliations, and payroll could be done from the employee's home. She explained the policy protects the town and 45367=8=45covers areas such as workers compensation.

A motion was made by Commissioner Jackson, seconded by Commissioner Anliker, and so the motion carried unanimously to approve the Telework Policy & Agreement.

AYES: 5; NAYS: 0

Attachment #4

Police Department Presentation on K-9 Project

Police Chief Armstrong was present along with representatives from K-2 Solutions. K-2 Solutions is located in Derby. Mr. Lane Kjellsen was introduced to the Board. Chief Armstrong explained the department raised enough money to purchase a K-9 through Tik-Tok. He stated that K-2 Solutions donated another K-9 dog to the Town. The Department only had to pay for one K-9. Chief also reiterated that the Town would not have to pay for the anything for the upkeep of the K-9. All expenses will come out of fundraiser money (approximately \$30,000).

Chief introduced the Town Board to the new K-9 Officers Hondo and Qito. They were present along with their handlers. Hondo is Sgt. DJ Capel's partner and Quito is Lt. Craig Cloninger's partner.

Updates

CARES Act Update

Manager Holland said we are getting near to the end of the eligibility for the CARES Act project. There will be some construction going on over the next couple of weeks. There was a delay with the wall today because of the heavy rain.

Manager Holland announced that an apartment complex was looking at locating in Biscoe on Joe Manuel's property. They are seeking funding. He also announced that Great Clips would be opening soon.

He also announced that Town Clerk Laura Morton received the CAFR Award for the 3rd year in a row for Fiscal Year Ending 2019.

Board & Staff Reports & Upcoming Events

The following reports were given:

Town Clerk Laura Morton announced the Christmas breakfast drive-thru on the upcoming Wednesday. She asked the Board if they want to help to come around 9:15 am. The drive-thru will begin at 9:30 am. She also informed the Board that many emails, Facebook post, and thank-you notes have been received thanking the Town for these events. There was a discussion of the weather on the day of the drive thru. She also said the audit presentation will be in January.

Commissioner Anliker said there are so many positive things going on in Biscoe. He said the ham that seniors received for Thanksgiving were great! He said code enforcement is one of the best programs we have had going this year. He said things are looking a lot better around town. He said I am still a little concerned about the outdoor gun range. He said it is too bad that the new Board has not seen this presentation that Representative Boles presented tonight. It is an opportunity. Thanked Public Works Director Sam Stewart and his staff for their work on a recent water leak. He thanked those in attendance.

Commissioner Kinch thanked everyone for all they do for the Town.

Mayor Pro-tem thanked everything for their hard work and for the CAFR Award.

Commissioner Ryan congratulated the police department. This is going to boost morale in the town. I am excited about social media and the impact that social media and TikTok has had. She said she feels that Biscoe is in a prime real estate location being located by the interstate. Ms. Ryan said it is disheartening to hear other entities trying to prevent us from blossoming. By having the academy that was discussed earlier come to Biscoe, it will help it blossom. She said with COVID pandemic, we need to stay 6 ft apart, wear our masks, and wash our hands. Ms. Ryan also said she attended a training. The speaker researched Biscoe. For us to be so small, he wanted me to know and everyone else know that we are fortunate to have Brandon as our manager. She thanked Brandon for being at Biscoe and putting the citizens first. Even though we are small people are recognizing Biscoe.

Commissioner Jackson said Tim Price passed this week. The family has had it rough. I would like to ask for thoughts and prayers for the family. He said he was a former police officer and was one of the first explorers. Mr. Jackson also said that he is in agreement with the Board on the proposed used for East Montgomery. He said I just do not know what we as a Board can do. I feel like it is a County issue. They are the ones who have claimed ownership of the property. It is up to the County Officials to help move it along if that is the case. I am all in if that is the case. He congratulated the Police Department and thanked Sam Stewart for all they do.

Manager Holland said a little more background on the East Montgomery project. Last spring the Community College came and sat down with me about the plan. From there, we started being invited to the meetings with all of the different branches of public safety. They were coming here to meet with us about this project. Two folks from the Community College, one over enrollment and the other over trainings they offer. We sat down with Mayor Blake and the County Manager and pitched the project with them. They had been talking with Representative Boles the entire time. At that meeting they told us the project wasn't happening. That is why there hasn't been other information provided to the Board about this proposal. He said I do have the feasibility study that Representative Boles spoke about and I will sent it to the Board tonight. They said to look at it like a hotel management company. Somebody else owns it;

but the management company maintains everything. The problem was they couldn't own the building. When we got into the conversation, I asked what if the Town owned it. He said I made it very clear to Mr. Boles that if this is the case it would have to be a long term lease from 30-50 years. The problem at the time was the County doesn't want a charter school to own it. The answer to that is to enter into a covenant with whomever the new owner is which will not allow charter/private schools to own it. All of this had been worked out. The project was killed by one person.

Commissioner Kinch said so the Board itself never spoke to anyone that you know of. Manager Holland said that is correct. Holland said if it is the wishes of the Board, I can begin working with Mr. Jordan, Mr. Boles and the Community College. Everyone needs the space. We were having these meetings. I suggested we go look at another facility like this, and that is when they told me there isn't another facility like this.

Mayor Reynolds said the County doesn't have to spend a half million or a million to demo the site. Do you really want a facility between 2 schools that is an industrial site that is going to be moving goods in and out – including hazardous material.

Police Chief Shane Armstrong said that one thing that keeps getting pushed off is this is not only the first in the state, but also in the nation. No one is planning what they were planning here. People would be coming here to follow our lead.

Manager Holland said I am not too big on pet projects, but I want this one. The Board was in agreement. Mayor Reynolds said if there is any way we can help, let us know. We can all go to the County meeting. This will benefit not only Biscoe for the entire County and North Carolina and the citizens.

Mayor Reynolds said there is a couple of things he wanted to bring up. This year, there have been 3 false statements put in the Montgomery Herald about Biscoe. One was we did not have a Social Media Policy. Number two is the taxpayers were going to foot the bill for the K-9, and how the Commissioners were thinking about the Commissioners and how we had a terrible time before. He said we did have a terrible time before and I was against the K-9 from the get-go, just for that reason. After talking with Shane and seeing the passion that he and his employees have about this it is another no brainer. The Board saw it too. The Board nor the taxpayers have put one dime into it. Drugs are rampant in the County. It is no secret. They are going to get worse. If we can do to prevent that.... I know of 2 kids that I coached that died last year with drug overdoses. If we can prevent another kid from dying, I do not care who we piss-off or who we make mad or who disagrees with how we do it we are going to do it if we can. The whole deal with East Montgomery. How can that have not been made public. The whole County was lied to. That was in the paper that it was not feasible, the County would have to pay for upkeep and a new roof. Mayor Reynolds said it was a total fabricated lie. Whether it came from Matthew or Tammy, I do not care. It was a fabricated lie and it hurt Biscoe. Hopefully, it will not. If that is the best, we have for a County newspaper, I am disappointed. If she can print lies about that to the public. I just talked about these 3 from Biscoe. What else has been lied about? The paper is there to give people honest and correct information. Not false information. That is wrong. I am going to speak out against it. If she wants to keep writing articles about me or Shane, or anyone else, I do not care. I am going to do right by the citizens of the Town of Biscoe. This Board is going to do what is best. I could care less if people want to vote me back in or not. I have another year and I am going to do what I think is right, and what this Board tells me is right, that is what we are going to do. If I see something that is not told to the public and is a fabricated lie, I am going to bring it out into the open in these meetings. It is going to be out in the public. This \$31,000 they raised is going into a separate account just for those dogs. It will not be used for anything other than the upkeep of those animals and anything they need as far as cages and whatever else they need for those animals and those officers' protection. I congratulate these officers and I know they are going to put it extra time. That will come out of this \$31,000. The Town will not have any money invested in this whatsoever. That is the way it was from the get-go and that is the way it will be. If they start running out of money, they will have another fundraiser. We will do what we have to do. The taxpayers will not have to spend one dime on it. That is the way it is going to be. Hopefully, this school project is not dead because it will be an asset. I do

not like the fact the paper told false information about it. I do not like the fact that your County Manager, the editor of the paper, and one our two of their commissioners can run this County. That is wrong. It is totally wrong, and it shouldn't happen. That is all I have to say.

Closed Session – Pursuant to NCGS 143-318.11 (a) (6) – Personnel

A motion was made by Commissioner Jackson, seconded by Commissioner Anliker, and so the motion carried unanimously to go into closed session pursuant to NCGS 143-318.11 (a) (6) for Personnel.

AYES: 5; NAYS: 0

A motion was made by Commissioner Anderson, seconded by Commissioner Anliker, and so the motion carried unanimously to come out of closed session and reconvene the regular session.

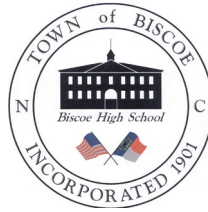
AYES: 5; NAYS: 0

Adjournment

A motion was made by Commissioner Anliker seconded by Commissioner Ryan, and so the motion carried unanimously to adjourn. Adjournment was at 8:30 pm.

Attachment #1

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS
OF THE TOWN OF BISCOE, NORTH CAROLINA



WHEREAS, the Board of Commissioners has been petitioned under G.S. 160A-31 to annex the area described below; and

WHEREAS, the Board of Commissioners has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, the Town Clerk has certified the sufficiency of the petition in accordance with 160A-58.1; and

WHEREAS, the Board of Commissioners finds that the petition meets the requirements of G.S. 160A-31;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Biscoe, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-58.2 (non-contiguous), the following described territory is hereby annexed and made part of the Town of Biscoe as of **December 14, 2020**.

Jordan Lumber & Supply DVR Range LLC
3521 NC Hwy 24-27 East, Biscoe, N.C.
Jordan Lumber & Supply

DVR RANGE LLC

Tax Parcel Number #7578 00 27 9592 (18.83 acres)
Tax Parcel Number #7578 00 48 6512 (117.64 acres)
Deed Reference Bk. 819 Pg.16

*BEING that certain tract of land consisting of approximately **136.47 acres** located in the Town of Biscoe, Montgomery County, North Carolina.*

A tract or parcel of land lying and being in Biscoe Township, Montgomery County, North Carolina, being the Town of Biscoe property located at 3521 NC Hwy 24-27 East, Biscoe, N.C. in Biscoe (Jordan Lumber & Supply – DVR Range LLC - Tax Parcel Number #7578 00 27 9592 – Deed Reference Bk. 819 Pg. 16 - 18.83 Acres AND Tax Parcel Number #7578 000 48 6512 – Deed Reference Bk. 819 Pg. 16 – 117.64 Acres) more particularly described as follows:

*Being all of **Tract #1-B (containing +/- 117.64 acres)**, and **Tract #4 (containing 18.83 acres)** all as more particularly described on that certain plat entitled "Recombination and Divisor for Two Bobs, LLC, dated February 5, 2011 – May 5, 2012,*

THERE IS EXCEPTED and SUBJECT TO any existing easements for roads, streets and utility rights of way as shown on record plat.

Section 2. Upon and after **December 14, 2020**, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Biscoe and shall be entitled to the same privileges and benefits as other parts of the Town of Biscoe. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the Town of Biscoe shall cause to be recorded in the office of the Register of Deeds of Montgomery County, and in the office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Montgomery County Board of Elections, as required by G.S. 163-288.1.



William E. Reynolds, Mayor

ATTEST:

Town Clerk Laura B. Morton

CERTIFICATE OF SUFFICIENCY
Jordan Lumber & Supply
DVR RANGE LLC
Tax Parcel Number #7578 00 27 9592 (18.83 acres)
Tax Parcel Number #7578 00 48 6512 (117.64 acres)
3521 NC Hwy 24-27 East, Biscoe, N.C.
Deed Reference Bk. 819 Pg.16

To the Board of Commissioners of the Town of Biscoe, North Carolina:

I, Laura B. Morton, Town Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

A tract or parcel of land lying and being in Biscoe Township, Montgomery County, North Carolina, being the Town of Biscoe property located at 3521 NC Hwy 24-27 East, Biscoe, N.C. in Biscoe (Jordan Lumber & Supply – DVR Range LLC - Tax Parcel Number #7578 00 27 9592 – Deed Reference Bk. 819 Pg. 16 - 18.83 Acres AND Tax Parcel Number #7578 00 48 6512 – Deed Reference Bk. 819 Pg. 16 – 117.64 Acres) more particularly described as follows:

BEING that certain tract of land consisting of approximately **136.47 acres** located in the Town of Biscoe, Montgomery County, North Carolina.

Being all of **Tract #1-B (containing +/- 117.64 acres)**, and **Tract #4 (containing 18.83 acres)** all as more particularly described on that certain plat entitled "Recombination and Divisor for Two Bobs, LLC, dated February 5, 2011 – May 5, 2012,

THERE IS EXCEPTED and SUBJECT TO any existing easements for roads, streets and utility rights of way as shown on record plat.

I further find that the area meets the standards for a non-contiguous area specified in G.S. 160A-58.1(b).

The petition includes meets and bounds description of the area proposed for annexation and has attached a map showing the proposed satellite area in relation to the primary corporate limits.

I have found as a fact that said petition includes names and addresses of all owners of real property lying in the area described therein. Said petition also includes the signatures of all owners of real property lying in the area described therein, in accordance with General Statute 160A-31, as amended, and that the same is in all other respects sufficient, adequate, and correct.

I further find the nearest point on the proposed satellite corporate limits is no more that three (3) miles from the primary corporate limits of the Town of Biscoe.

No point on the proposed satellite corporate limits is closer to the primary corporate limits of any municipality other than the Town of Biscoe.

The satellite area is so situated that the Town of Biscoe will be able to provide the same services as are provided within its corporate limits.

The extent that the proposed satellite area contains any portion of a subdivision, the entire subdivision is included.

The area within the proposed satellite corporate limits, when added the area within all other satellite corporate limits of the Town of Biscoe, does not exceed ten percent (10%) of the area within the primary corporate limits of the Town of Biscoe.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Biscoe, this the 9th Day of November 2020

Laura B. Morton, Town Clerk

**RESOLUTION DIRECTING THE CLERK
TO INVESTIGATE AN ANNEXATION PETITION
RECEIVED UNDER G.S. 160A-31
Jordan Lumber & Supply
DVR RANGE LLC**

**Tax Parcel Number #7578 00 27 9592 (18.83 acres)
Tax Parcel Number #7578 00 48 6512 (117.64 acres)
3521 NC Hwy 24-27 East, Biscoe, N.C.
Deed Reference Bk. 819 Pg.16**

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BEING that certain tract of land consisting of approximately **136.47 acres** located in the Town of Biscoe, Montgomery County, North Carolina.

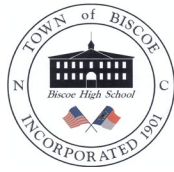
Being all of **Tract #1-B (containing +/- 117.64 acres)**, and **Tract #4 (containing 18.83 acres)** all as more particularly described on that certain plat entitled "Recombination and Divisor for Two Bobs, LLC, dated February 5, 2011 – May 5, 2012,

Whereas, a petition requesting annexation of an area described in said petition was received on October 7, 2020 by the Biscoe Town Board of Commissioners; and

Whereas, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

Whereas, the Town Board of Commissioners of the Town of Biscoe deems it advisable to proceed in response to this request for annexation;

Now, therefore, be it resolved by the Board of Commissioners of the Town of Biscoe that: The Town Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible the Board of Commissioners the result of her investigation.



William E. Reynolds, Mayor

ATTEST:

Laura B. Morton, Town Clerk

Attachment #2

ELECTRONIC COMMUNICATION AND EQUIPMENT POLICY

This policy applies to computers, phones, tablets, and any other devices provided by the Town used to access the Internet. This policy exists to provide guidelines for use of town electronic communication equipment, the Town's network, and use of Social Media. The Internet is a worldwide network of computers that contains millions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requires may lead to sites with highly offensive content. Additionally, having an email address on the Internet may lead to receipt of unsolicited email containing offensive content. Users accessing the Internet do so at their own risk and the Town is not responsible for material viewed or downloaded by users from the Internet. To minimize these risks, your use of the Internet at the Town is governed by the following policy

Computer Network Use Limitations

Prohibited Activities – The Town's network may not be used to disseminate, view or store commercial or personal advertisements, solicitations, promotions, destructive code (e.g., viruses, Trojan horse programs, etc.), view pornographic material, or any other unauthorized materials. Users may not download any software without written approval of the Town's IT Consultant and the Town Manager. Occasional limited appropriate personal use of the computer is permitted if such use does not a) interfere with the User's, or any other employees, job performance; b) have an undue effect on the computer or Town network's performance; c) or violate any other policies, provisions, guidelines or standards of the agreement or any other policies of the Town. Further, at all times Users are responsible for the professional, ethical, and lawful use of the computer system. Personal use of the computer is a privilege that may be revoked at any time.

Illegal Copying – Users may not illegally copy material protected under copyright law or make that material available to other for copying. Users are responsible for complying with copyright law and applicable licenses that may apply to software, files, graphics, documents, messages, and other material they wish to download or copy. Users may not agree to a license or download any material for which a registration fee is charged without first obtaining the express written permission of the Town Manager.

Communication of Sensitive Information – Unless expressly authorized to do so, User is prohibited from sending, transmitting, or otherwise distributing proprietary information, data, utility account information or other confidential information belonging to the Town. Unauthorized dissemination of such material may result in severe disciplinary action, as well as substantial civil and criminal penalties under applicable state and federal laws.

Computer Resources

Accessing the Internet – To ensure security and avoid the spread of viruses, Users accessing the Internet through a computer attached to the Town’s network must do so through an approved Internet firewall or other security device. Bypassing the Town’s network security by accessing the Internet directly by modem or other means is strictly prohibited unless the computer you are using is not connected to the Town’s network (i.e. use of laptops while traveling).

Frivolous Use – Computer resources are not unlimited. Network bandwidth and storage capacity have finite limits, and all Users connected to the network have a responsibility to conserve these resources. As such, the User must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to; sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, engaging in online chat groups, uploading or downloading large files, accessing streaming audio and/or video files, or otherwise creating unnecessary loads on network traffic associated with non-business related uses of the Internet.

Virus Detection – Files obtained from sources outside the Town, including portable storage devices (i.e., disks, flash drives, etc.) brought from home; files downloaded from the Internet, newsgroups, bulletin boards, or other online services; files attached to email; and files provided by customers or vendors may contain dangerous computer viruses that may damage the Town’s computer network. Users should never download files from the Internet, accept email attachments from outsiders, or use portable storage devices without first scanning the material with Town-approved virus checking software. If you suspect that a virus has been introduced into the Town’s network notify the Town Manager immediately

No Expectation of Privacy

Employees are given computers, phones, and/or tablets and Internet access to assist them in the performance of their jobs. Employees should have no expectation of privacy in anything they create, store, send, or receive using the Town’s equipment. The network is the property of the Town and may be used only for Town purposes.

Waiver of Privacy Rights – User expressly waives any right of privacy in anything they create, store, send, or receive using the Town’s equipment or Internet access. User consents to allow Town personnel access to and review of all materials created, stored, sent, or received by User through any Town device, Town network, or Internet connection. Failure to provide immediate access to supervisory personnel may result in disciplinary action, or legal action should personnel no longer be employed by the Town.

Monitoring of Computer and Internet Usage – The Town has the right to monitor and log any and all aspects of its equipment/system including, but not limited to, monitoring Internet sites visiting by Users, monitoring chat and newsgroups, monitoring file downloads, and all communications sent and received by Users.

Town Social Media Accounts

Purpose

The Town of Biscoe will employ the use of social media websites to reach citizens it might not otherwise reach. The Town, through the Town Manager or Authorized Personnel, may operate Facebook, Twitter and other social media accounts as deemed necessary by the approval of the Town Manager.

GENERAL PROVISIONS

Information posted to any Town of Biscoe social media site must be approved by the Town Manager or Authorized Personnel and must be consistent with the mission and community activities of the Town of Biscoe government. For the Town's primary social networking sites, such as its official Facebook page, Twitter and YouTube pages, content will be posted by the Town Manager or Authorized Personnel in accordance with its practices for disseminating other forms of public information. Typically, that involves securing approval from affected departments (department heads or their designees) and appropriate management in the Town Manager's Office. Content posted to social media sites may include news releases, approved photos and videos, agendas, announcements, promotional tools, and similar material.

SOCIAL MEDIA SITE BENEFITS

- Provide an excellent resource for communicating the Town's various messages and promoting Town services, programs and initiatives.
- Allow real-time interaction with citizens, thus enabling us to better serve citizens' needs.
- Increased efficiency as it pertains to the posting of information, news, events and high-level materials.
- Providing a nontraditional support device to internal departments and divisions for promoting events, partnerships and other Town-driven initiatives and opportunities.
- Additional advertising tool for increasing traffic on the Town of Biscoe main site.

GUIDELINES

- The Town Manager or Authorized Personnel will create and maintain the Town's official Social Media accounts. All account activity will be reviewed and uploaded to the account.
- Under certain circumstances, a Town Department may want to create and maintain social media applications that are separate from those maintained by the Town Manager or Authorized Personnel. Departments are required to get approval from the Town before implementing departmental specific social media applications.
- Departments must provide specific justification and reasons for maintaining separate social media applications. If approved, the Department Head, and Town Manager will periodically review each application. Those that do not meet the Town's intended goals and objectives may be removed at any time.
- Some avenues to allow user comments may be turned off, including discussion boards, "walls" and comment sections.
- Unless a social media site has been authorized to accept comments, unofficial or public comments may not be posted.
 - If the public is allowed to post comments to a social media account or page, the following posts are inconsistent with the Town's policies and will not be allowed:
 - Obscene content
 - Offensive language or images
 - Personal attacks, insults, or threatening language
 - Potentially libelous statements

- Plagiarized material
 - Private, personal information published without consent
 - Comments totally unrelated to the content of the forum
 - Hyperlinks to material that is not directly related to the discussion
 - Commercial promotions or spam o Fundraising activities not sponsored by the Town of Biscoe
 - Organized political activity
- Anyone may become a “fan” of the site. However, individuals who displaying objectionable profile pictures on the Town’s social media sites will not be accepted as “fans.”
 - The Town of Biscoe has the right to post, remove, delete or choose not to post any materials on any social media sites that officially represent the Town of Biscoe and/or its departments.

Employee Personal Social Media

Use of social media presents certain risks and carries responsibilities. To assist employees in making responsible decisions about their use of social media, the following guidelines have been established for appropriate use of social media. This policy applies to all employees.

Social media can mean many things, and includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal or diary, personal web site, social networking or affinity website, web bulletin board or chat room; whether or not associated or affiliated with the Town, as well as any other form of electronic communication; including, but not limited to Facebook, Twitter, YouTube, Tumblr, Flickr, Instagram, Snapchat, LinkedIn, Google+, etc.

Employees are entirely responsible for what they post online. Before creating online content consider some of the risks and rewards that are involved. Keep in mind that any conduct that adversely affects an employee’s job performance, the performance of fellow employees, or otherwise adversely affects citizens, vendors, suppliers, or people who work on behalf of the Town’s legitimate business interests, may result in disciplinary action up to and including termination. Personnel should be aware that privacy settings and social media sites are constantly in flux, and they should never assume that personal information posted on such sites is protected. Personnel should expect that any information created, transmitted, downloaded, exchanged, or discussed in a public online forum may be accessed by supervisors at any time without prior notice.

Know and Follow the Rules – Carefully read the Town’s other policies and ensure postings are consistent with these policies and procedures. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and will subject you to disciplinary action up to and including termination.

Appropriate and Respectful – Employees should always be courteous to fellow employees, citizens, vendors, and suppliers. Work problems are more likely to be resolved by speaking directly with co-workers or supervisor(s) than by posting complaints on social media. Posts that are malicious; obscene; threatening or intimidating; that disparage employees, clients, customers, citizens, vendors, suppliers, or that might constitute harassment or bullying will not be tolerated. Examples of such conduct include offensive posts meant to intentionally harm someone’s reputation, or posts that could

contribute to a hostile work environment based on race, gender, disability, religion, or any other status protected by law or Town policy and/or procedure.

Accuracy and Honesty – Care should be taken to always be honest and accurate when posting information or news, and if a mistake is made, correct it quickly. Employees should never post any information or rumors that they know to be false about the Town, fellow employees, consultants, customers, citizens, vendors, or suppliers.

Confidentiality of Town Information – Maintain the confidentiality of sensitive, confidential information. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. Employees shall not create a link from their personal blog, website, or other social networking site to the Town website, or social media accounts.

Personal Opinions Only – Employees have the right to personal social media accounts. These accounts should remain personal in nature and be used to share personal opinions or non-work related information. Employees are not to represent themselves as a spokesperson for the Town. Failure to do so may result in disciplinary action up to and including termination.

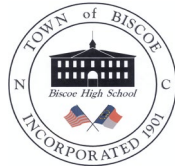
Public Conduct – Employees are responsible for their public conduct even when they are not performing their job duties as Town employees. Employees will be held to the same professional standards in their personal use of social media as they are for any other public conduct. Employees should not publish any personal information about themselves, another employee, the organization, a citizen, or a customer in any public medium that:

- Has the potential effect of involving the employee, their co-workers, or the Town in any kind of dispute or conflict with other employees or their parties.
- Negatively impacts their ability to perform their jobs, or violates policy, administrative procedures, local, state, or federal law.
- Interferes with the work of any employee.
- Creates a harassing, demeaning, or hostile working environment for any employee, or anyone associated with or doing business with the Town.
- Disrupts the smooth and orderly flow of work or the delivery of services to the Town's citizens.
- Harms the goodwill and reputation of the Town among its citizens or in the community at large.
- Erodes the public's confidence in the Town organization.
- Tends to place in doubt the reliability, trustworthiness, or sound judgment of the person who is the originator or subject of the information.
- Illegal activities
- gambling
- sexually explicit materials
- Illegal weapons
- Illegal Drugs
- Violence
- Materials that include inappropriate language, profanity, obscenity, racial, ethnic or discriminatory comments
- defamatory statements or otherwise inappropriate content
- partisan political positions
- religious positions and other statements that may subject the Town, its mission, or its employees to be viewed in a light that is not in the best interest of Town of Biscoe

Records Retention

Should electronic information that is made available by any Town employee be subject to retention according to NC General Statutes, it shall be governed by the Town’s Record Retention Policy to protect all records including those that are permanent. The records covered are in the custody of employees of the Town of Biscoe and are maintained for the benefit of agency use in delivering services and in documenting agency operations. The electronic records policy reflects guidelines established in the North Carolina Department of Natural and Cultural Resources publication Guidelines for Managing Trustworthy Digital Public Records.

Approved this 14th Day of December 2020.

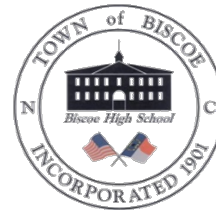


William E. Reynolds, Mayor

Attest:

Laura B. Morton, CMC, NCCMC
Biscoe Town Clerk

Attachment #3



TOWN OF BISCOE

Emergency Family and Medical Leave Expansion Act and Emergency Paid Sick Leave Policy

Purpose

To comply with the Families First Coronavirus Response Act (FFCRA) and to assist employees affected by the COVID-19 outbreak with job-protected emergency leave and emergency paid sick leave. This policy will be in effect from April 1, 2020, until December 31, 2020. Our existing Family and Medical Leave Act (FMLA) policy still applies to other reasons for leave outside of this policy.

Emergency Family and Medical Leave Expansion Act (eFMLEA)

Eligibility

All employees, except emergency responders, who have been employed with the Town of Biscoe for at least 30 days.

Reason for Leave

Eligible employees who are unable to work (or telework) due to a need to care for their child when the school or place of care has been closed, or the regular childcare provider is unavailable due to a public health emergency with respect to COVID-19.

“Child” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is-

- a) under 18 years of age; or
- b) 18 years of age or older and incapable of self-care because of a mental or physical disability.

“Emergency Responders” mean firefighters, law enforcement officers, telecommunication specialists, and solid waste equipment operators.

“School” means an elementary or secondary school.

Duration of Leave

Employees will have up to 12 weeks of leave to use from April 1, 2020, through December 31, 2020, for the purposes stated above. This time is included in and not in addition to the total FMLA leave entitlement of 12 weeks in a 12-month period.

For example, if an employee has already taken 6 weeks of FMLA leave, that employee would be eligible for another 6 weeks of FMLA leave under this policy.

Pay During Leave

Leave will be unpaid for the first 10 days of leave; however, employees may use any accrued paid vacation or sick leave during this time. The employee may also elect to use the paid leave provided under the Emergency Paid Sick Leave Act, as further explained below. After the first 10 days, leave will be paid at two-thirds of an employee's regular rate of pay for the number of hours the employee would otherwise be scheduled to work. Pay will not exceed \$200 per day, and \$10,000 in total. Any unused portion of this pay will not carry over to the next year. This policy expires December 31, 2020.

For employees with varying hours, one of two methods for computing the number of hours paid will be used:

- The average number of hours that the employee was scheduled per day over the 6-month period ending on the date on which the employee takes leave, including hours for which the employee took leave of any type. Or,
- If the employee has worked less than 6 months, the expected number of hours to be scheduled per day at the time of hire.

Employee Status and Benefits During Leave

While an employee is on leave, the Town will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. While on paid leave, the Town will continue to make payroll deductions to collect the employee's share of the premium up to 12 weeks. During any unpaid portions of leave, the employee must continue to make this payment, either in person or by mail, up to 12 weeks.

If the employee contributes to any voluntary policies, the Town will continue making payroll deductions while the employee is on paid leave. During any portion of unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums. If the employee does not continue these payments, the Town may discontinue coverage during the leave.

Procedure for Requesting Leave

All employees requesting FMLA leave must provide written notice, where possible, of the need for leave to Human Resources as soon as practicable. Verbal notice will otherwise be accepted until written notice can be provided. Within five business days after the employee has provided this notice, Human Resources will complete and provide the employee with any required notices.

The notice the employee provides should include a brief statement as to the reason for leave, and if possible, the expected duration.

On a basis that does not discriminate against employees on FMLA leave, the Town may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

Employee Status After Leave

Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The Town may choose to exempt certain key employees from this requirement and not return them to the same or similar position when doing so will cause substantial and grievous economic injury to business operations. Key employees will be given written notice at the time FMLA leave is requested of his or her status as a key employee.

Intermittent Leave

Employees may take FMLA leave in 12 consecutive weeks, use the leave intermittently (take time periodically as needed), or use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks over a 12-month period.

Emergency Paid Sick Leave

Eligibility

All full- and part-time employees unable to work (or telework) due to one of the following reasons for leave:

- 1) The employee is subject to a federal, state or local quarantine or isolation order related to COVID-19.
- 2) The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
- 3) The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
- 4) The employee is caring for an individual who is subject to either number 1 or 2 above.
- 5) The employee is caring for his or her child if the school or place of care of the child has been closed, or the childcare provider of such child is unavailable, due to COVID-19 precautions.
- 6) The employee is experiencing any other substantially similar condition specified by the U.S. Department of Health and Human Services.

Emergency Responders are excluded from reasons 4 and 5 above.

“Child” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is-

- a) under 18 years of age; or
- b) 18 years of age or older and incapable of self-care because of a mental or physical disability.

“Emergency Responders” mean firefighters, law enforcement officers, telecommunication specialists, and solid waste equipment operators.

Amount of Paid Sick Leave

All eligible full-time employees will have up to 80 hours of paid sick leave available to use for the qualifying reasons above. Eligible part-time employees are entitled to the number of hours scheduled to work over a two-week pay period.

For employees with varying hours, one of two methods for computing the number of hours paid will be used:

- The average number of hours that the employee was scheduled per day over the 6-month period ending on the date on which the employee takes leave, including hours for which the employee took leave of any type. Or,
- If the employee has worked less than 6 months, the expected number of hours to be scheduled per day at the time of hire.

Rate of Pay

Paid emergency sick leave will be paid at the employee's regular rate of pay for leave taken for reasons 1-3 above. Employees taking leave for reasons 4-6 will be compensated at two-thirds their regular rate of pay. Pay will not exceed:

\$511 per day and \$5,110 in total for leave taken for reasons 1-3 above;
\$200 per day and \$2,000 in total for leave taken for reasons 4-6 above.

Interaction with Other Paid Leave

The employee may use emergency paid sick leave under this policy before using any other accrued paid time off for the qualifying reasons stated above.

Employees on expanded FMLA leave under this policy may use emergency paid sick leave during the first 10 days of normally unpaid FMLA leave.

Procedure for Requesting Emergency Paid Sick Leave

Employees must notify their department director or the HR department of the need and specific reason for leave under this policy. A form will be provided to all employees on the Town intranet and/or in a manner accessible to all. Verbal notification will be accepted until practicable to provide written notice.

Once emergency paid sick leave has begun, the employee and his or her director must determine reasonable procedures for the employee to report periodically on the employee's status and intent to continue to receive paid sick time.

Carryover

Paid emergency sick leave under this policy will not be provided beyond December 31, 2020. Any unused paid sick leave will not carry over to the next year or be paid out to employees.

Job Protections

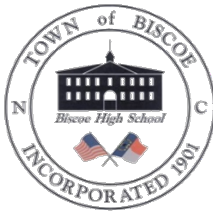
No employee who appropriately utilizes emergency paid sick leave under this policy will be discharged, disciplined or discriminated against for work time missed due to this leave.

Please contact the HR department with any questions.

Approved this 14th Day of December 2020.

William E. Reynolds, Mayor

Attest:



Laura B. Morton, CMC, NCCMC
Biscoe Town Clerk

Town of Biscoe
Telecommuting Policy

1.0 POLICY

Upon approval of the Department Director, the Human Resources Director and the Town Manager, eligible Town employees in certain classifications may be permitted or required to perform approved Town work functions from locations other than official and traditional government office locations.

2.0 PURPOSE

The Town of Biscoe's telecommuting program is designed as a work alternative that the Town may offer to some employees when it would benefit both the employee and the organization. Telecommuting is not a benefit or entitlement, but an alternative work arrangement intended to enhance productivity, creativity, employee satisfaction and/or reduce operations costs. A telecommuting arrangement could include working in an alternate location exclusively or a combination of an alternate location and conventional office. Some positions, by the nature of their expectations and responsibilities, lend themselves to the possibility of telecommuting; others do not. In all cases, the needs of the Town and service to the citizens and internal customers take precedence in decisions about telecommuting. Telecommuting does not change the basic terms and conditions of employment with the Town and employees are subject to all Town policies that apply when working at a Town facility. This policy covers the employee's and the Town's obligations when the employee works at an alternate location, including the employee's home.

3.0 SCOPE

This policy applies to employees in any position type whose job functions could be performed as effectively in an alternate work location as in a conventional work location as determined by the Department Director in consultation with the Town Manager and the Human Resource Director.

4.0 DEFINITIONS

- 4.1 Telecommuting - The practice of an employee working at a location other than the conventional office such as the employee's home.

- 4.2 Telecommuter - Employee who works in or from a nontraditional location and conducts Town business functions one or more days per week.

5.0 ORGANIZATIONAL RULES

- 5.1 Employee Eligibility - Employee eligibility for telecommuting will be determined based on all of the following:

- A. The nature of position is one where the expectations can be clearly defined, and work performance can be effectively evaluated regardless of where it is performed.
 - B. The nature of the position is analyzed by the department and is recommended as suitable by the Human Resources Director for approval by the Town Manager as a telecommuting arrangement.
 - C. The alternate work site is conducive to telecommuting as determined by the requesting department and the Human Resources Department.
 - D. The employee's past performance and work habits demonstrate that they can work successfully at an alternate work site.
 - E. The telecommuting arrangement does not disrupt service to the public or internal customers.
 - F. The position can function independently, and the supervisor can adequately assess the work performance in a telecommuting arrangement.
 - G. Non-exempt positions will not create additional overtime liability with the telecommuting arrangement.
- 5.2 Implementation:
 - A. General Requirements
 - 1) Offering the opportunity to work at home is a management option; telecommuting is not a universal employee benefit. The employee, supervisor, departmental director, or the town manager may terminate telecommuting at any time and for any reason.
 - 2) The telecommuter's conditions of employment with the Town remain the same as for non-telecommuting employees and employees are subject to the same policies that apply when working at a Town facility.
 - 3) Employee salary, benefits and employer-sponsored insurance coverage will not change as a result of telecommuting.
 - 4) Telecommuting is not a substitute for dependent care. When necessary, telecommuters must make arrangements for dependent care during the agreed upon work hours and may be asked to provide proof of appropriate dependent care arrangements.
 - 5) Any change to the schedule must be reviewed and approved in advance by the Department Director and must be communicated to the Human Resources Department.

- 6) While telecommuting, the employee and manager shall decide in advance the method of contact whether via telephone, email, or cellular phone during agreed upon hours. Telecommuters must notify their supervisor if they leave their telecommuting location, as they would inform a receptionist when leaving the traditional office during the workday.
- 7) Telecommuters are prohibited from conducting face-to-face Town business from their personal home.
- 8) The telecommuting employee has the responsibility for accounting, accurately documenting, and reporting time worked to the supervisor.
- 9) All telecommuters and their supervisors will participate periodically in studies to determine the effectiveness of the process.
- 10) An employee required to attend staff or other meetings must attend even though it may require an employee to report to a Town or offsite facility.
- 11) More specific conditions relating to the employee's telecommuting arrangements are detailed in the **Telecommuting Agreement** which must be completed by the employee and his supervisor and approved by the Department Director and the Town Manager.

B. Home Office Requirements

1. Since the employee's home-workspace is an extension of the municipal government workspace, Town liability for job-related accidents under Worker's Compensation will continue to exist during the approved work schedule and in the employee's designated work location. To ensure that safe working conditions exist, the employee assumes responsibility for maintaining a safe workplace and safe work behavior during work hours. The employee must certify that his home-workspace will meet or exceed Town standards for telecommuting offices. The Town reserves the right to inspect the home-workspace during work hours to ensure required conditions are met. The inspection will be conducted by a member of the Human Resources Department who should be accompanied by the employee's supervisor or manager.
2. Restricted-access materials shall not be taken out of the office or accessed through the computer unless approved in advance by the telecommuter's manager. Telecommuters shall have and use locked storage space in the alternate work location to ensure the security of any Town related materials approved to be taken out of the office. Some materials, as determined by the Town Attorney, are prohibited from being removed from governmental offices;

telecommuters who need to access these materials will be required to come to the Town departmental location to access them.

3. Any changes to the telecommuter's workspace must be reviewed and approved in writing by the employee's manager prior to any changes.
4. Office supplies for use in telecommuting workspace will be provided by the Town through normal channels and should be obtained during the telecommuter's in-office work period. Out-of-pocket expenses for work related supplies may be reimbursable through normal channels. Normally, the Town will not provide office furniture for work at home but will establish minimum furniture standards.
5. Basic level equipment such as a computer, printer, and software may be provided to the employee. Provision of Internet access and basic level equipment will generally be provided by the employee and will be determined in writing as a part of the Telecommuting Agreement.
6. Town equipment (if any) that is placed in the employee's home office is to be used for Town business only. All equipment distributed for telecommuting remains the property of the Town. The employee is required to return all Town owned telecommuting equipment and related material when the telecommuting arrangement is discontinued.

C. Information Services Requirements

- 1) To ensure hardware and software security, all software used for telecommuting must be approved through the Town's IT vendor before installation. Networking can only be established using compatible hardware and software. Only approved communication sources may be accessed using Town equipment.
- 2) Software licensed to the Town shall not be duplicated or used on any equipment not approved by the Town.
- 3) Troubleshooting equipment/software problems are the responsibility of the telecommuter.
- 4) Equipment, software, or files that are stolen must be reported as soon as practical but no later than the next business day.
- 5) Unless otherwise agreed to in writing prior to any loss, damage or wear, Town of Biscoe does not assume liability for loss, damage, or wear of employee-owned equipment.

- 5.3 It is not possible to identify all the situations that may arise from a specific telecommuting relationship. As such, issues will be addressed on a case-by-case basis and may not be binding to other arrangements.

6.0 PROCEDURES

6.1 The Department Director will assess the nature of the job role and determine the compatibility of the job role and the employee's past performance to determine suitability for telecommuting in accordance with the requirements of this policy.

6.2 If, after completing an assessment, the Department Director is prepared to recommend a telecommuting arrangement, they will complete a Telecommuting Agreement form.

6.3 The Department Director will submit the recommended Telecommuting Agreement to the Human Resources Director and Town Manager for approval.

7.0 APPENDIX, APPENDICES

Telecommuting Agreement

Approved this the 14th day of December 2020.



William E Reynolds, Mayor
Town of Biscoe

Attest:

Laura B. Morton, CMC, NCCMC
Town Clerk
Town of Biscoe

**TOWN OF BISCOE
TELECOMMUNICATING POLICY AGREEMENT**

Employee Name:	
Job Title:	
Agreement begins on:	
Employee's Personal Phone Number:	
Employee Address Where Telework Will Occur:	

I understand that my position is classified as a Category _____ based on the current needs of the Town and the definitions below:

- **Category 1 – REQUIRED:** Employees in this category, regardless of the situation will be working on-site, unless they are sick, quarantined, isolated, or on paid time off such as vacation.
- **Category 2 – SITE WORK INTERMITTENTLY REQUIRED:** Employees in this category could perform their work via telecommuting, however, the employee could intermittently be required to report to Town facilities depending on the needs of the Town.
- **Category 3 – SITE WORK NOT REQUIRED:** Employees in this category would **rarely** be required to work on-site, however, the employee could be called into work depending on the needs of the Town.
- **Category 4 – NO OFF-SITE WORK AVILABLE** – Employees in this category hold positions within the Town that are limited in the work the employee could perform for the Town off-site. Regardless of the good intent of the employee to perform work for the Town, there is limited to no work available for the employee to perform offsite.

I understand and agree to the following based on the needs of the Town:

- The Town considers me someone who **CAN / CANNOT** perform my essential job functions via telecommuting work from home.
- If I work from home under this agreement, I will coordinate with my supervisor to determine which work assignments may require me to report to a work site, be completed via telecommuting (if applicable), or remain incomplete for the duration of this agreement. I may also be assigned new tasks by my supervisor.
- On a daily basis, at the end of my work shift, I will communicate with my supervisor to advise of the work completed that business day.

- I am eligible to take compensatory time, vacation time or sick time for all non-work hours. If I am an Exempt employee, per Town policy, the smallest increment of vacation or sick time that can be taken is 4 hours. I will follow the Town's policy on taking paid time off. I will seek prior approval from my supervisor before taking paid time off hours such as compensatory time or vacation time.
- I will complete my timesheet accurately to reflect separate entries for hours of work and any leave hours taken. I acknowledge that falsification of my timecard is a violation of Town policy and is subject to Corrective Action up to and including termination of employment.
- I understand that no Overtime hours may be worked without the expressed written permission of the Town Manager.
- During regularly scheduled work hours, I am required to respond to Town business related phone calls within two (2) hours.
- I am required to check my Town email continuously throughout the work hours I have agreed to work under this agreement, in order to handle any time sensitive business needs, and to check for updates from my Department Director or the Town Manager.
- I may be required to report to work on-site as required by my supervisor, Department Director, or Town Manager, regardless of my Job Category, as described above.
- I may be asked to temporarily carry out job duties outside my normal essential job functions. This could include work assignments outside my department.
- If I am required to report to my Town work site, I will be given as much notice as possible but may need to report within two hours' time, depending on the circumstances. The time spent commuting to and from my home to the Town work site will not be considered working hours.
- If I am called for an unscheduled assignment and required to report to work outside of my normal work hours, I will record this time as hours worked on my timecard.
- I will be given 24 hours-notice regarding the end of this agreement. After receiving this notice, I will report to work on my next scheduled workday. I will confirm with my supervisor my expected work start time.
- **Regardless of my work status, I will immediately contact my supervisor if I have to self-quarantine due to an exposure or I begin exhibiting COVID-19-like symptoms.**

- The Town Manager reserves the right to modify this agreement at any time. I will be notified of any changes to this Agreement in writing and will be asked to sign a new Agreement.
- I may be subject to disciplinary action, up to and including termination, for violation of the terms of this Agreement.
- This Agreement does not create an employment contract and my employment remains at will. My employment remains terminable at any time, with or without cause, by either party.

By signing below, I understand my responsibilities as stated above and agree to the terms of this section of the Agreement.

Employee Signature: _____ **Date:** _____

Department Head: _____ **Date:** _____

Telecommuting Agreement

If I am an employee who **can** perform all or part of my work from home (as indicated in the previous section), I understand I am expected to abide by the following:

1. **Terms of Work Hours and Compensation** - Hours worked must be recorded and reported on my weekly timesheet. Time not worked, up to my regular work schedule will be supplemented with Compensatory time, Vacation time or Sick time. All Overtime Hours must be approved in advance by the Town Manager, prior to the work being performed. Failure to do so may result in disciplinary action.
2. **Commitment & Reversibility** - This telework arrangement will begin on December 14, 2020 and continue until ended by the employee or the Town.

Continuation of the agreement is subject to review and an employee's ability to telecommute may be revoked at any time, depending on the needs of the Town.

3. **Telecommuting Assignment, Accountability and Performance Measurement** - I agree to facilitate communication with customers and co-workers who may need to interact with the me while telecommuting. I agree to keep my supervisor informed of progress on my work assignments and any problems encountered while telecommuting.

4. **Liability** - The Town of Biscoe will not be liable for damages to the employee's property that results from participation in the telecommuting program.
5. **Reimbursement** - The Town will not be responsible for any operating costs, home maintenance, or any other incidental cost (e.g., utilities) whatsoever, associated with the use of the employee's residence. The employee will be reimbursed for **authorized** business expenses incurred while conducting business for the Town in the same manner as if working at a Town facility.
6. **Workers' Compensation** - The employee is covered under the Workers' Compensation Law if injured in the course of performing official duties at the telecommuting location.
7. **Work assignments** - The employee will communicate with his/her immediate supervisor to receive assignments and to review completed work as necessary or appropriate. The employee will complete all assigned work according to work procedures mutually agreed upon by the employee and the immediate supervisor according to guidelines and standards stated in the employee's job description.

I understand that regardless of my telecommuting status, I can be required to report to work by my supervisor, Department Director, or Town Manager based on the needs of the Town. I acknowledge that should I be asked to report to work, I will be given as much notice as possible, but could be required to report to work within two hours.

By signing below, I understand my responsibilities as stated above and agree to the terms of this section of the Agreement.

Employee Signature: _____

Date: _____

Department Head: _____

Date: _____