

# Halifax County Board of Commissioners

Vernon J. Bryant, Chairman  
J. Rives Manning, Jr., Vice-Chairman  
Carolyn C. Johnson  
Linda A. Brewer  
Marcelle O. Smith  
T. Patrick W. Qualls



Tony N. Brown  
County Manager  
Andrea H. Wiggins  
Clerk to the Board  
M. Glynn Rollins, Jr.  
County Attorney

## Monday March 9, 2020 Regular Meeting 9:30 AM

Halifax County Historic Courthouse  
10 North King Street, Post Office Box 38, Halifax, North Carolina 27839  
252-583-1131/Fax: 252-583-9921  
[www.halifaxnc.com](http://www.halifaxnc.com)

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**The mission of the Halifax County Board of Commissioners is to provide leadership and support for an effective county government that seeks to enhance the quality of life for the people of Halifax County.**

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### Call to Order

**Chairman Vernon J. Bryant**

### Invocation and Pledge of Allegiance

### Adoption of the Agenda

### Conflict of Interest

**Chairman Vernon J. Bryant**

*In accordance with the Halifax County Board of Commissioners Rules of Procedures and N. C. G. S. Sec.153A-44, it is the duty of every member present to vote on all matters coming before the Board, unless there is a conflict of interest as determined by the Board or by law. Does any Board member have any known conflict of interest with respect to any matters coming before the Board today? If so, please identify the conflict and the remaining Board members will vote to consider the requested excuse.*

### 1. Consent Agenda

**County Commissioners**

- A. Approval of Minutes
- B. Budget Amendments
- C. Property Tax Refund and Releases - February 2020
- D. Juvenile Crime Prevention Council Program Grant
- E. Roanoke Electric Cooperative Operation Roundup Grant

### 2. Special Recognitions

- A. Retirement Resolution - Cheryl D. Ward, Department of Social Services
- B. Resolutions of Commendation Honoring the Heroic Acts of Chief Deputy Scott Hall and Bridgette Pair

**County Commissioners**

**County Commissioners**

### 3. Public Comment Period N. C. G. S. 153A - 52.1

- A. Public Comment Period

### 4. Public Hearing

- A. Expansion and Lease of County Industrial Building in Support of PCB Piezotronics

**Cathy A. Scott, Economic  
Development Director**

### 5. Agenda Item

- A. CloudWyze - Halifax County Broadband Project **Chris Utesh, CloudWyze Inc**
- 6. Action on Public Hearing**
- A. Approval of Expansion and Lease of County Industrial Building to PCB Piezotronics **Cathy A. Scott, Economic Development Director**
- 7. Agenda Items**
- A. Lake Gaston 911 Community Task Force Presentation **Sherry Herzing and Nancy Dowless, Lake Gaston 911 Community Task Force**
- B. Approval of Installment Financing Contract and Other Matters Related to Expansion of County Industrial Building **M. Glynn Rollins, Jr., County Attorney**
- C. Board of Commissioners Recording Software Upgrade and Laptop Computer **Andrea H. Wiggins, Clerk to the Board/Assistant to the County Manager**
- 8. Board Appointments**
- A. Board Appointments **County Commissioners**
- 9. Economic Development Report**
- 10. County Manager's Report**
- 11. County Attorney's Report**
- 12. Other Business** **County Commissioners**
- 13. Closed Session** **County Commissioners**
- 14. Adjourn Until The April 6, 2020 Regular Meeting** **County Commissioners**

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*Accommodations for individuals with disabilities may be arranged by contacting the County Manager's office at 252-583-1131 at least 48 hours prior to the meeting.*

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**AGENDA**  
**Halifax County Board of Commissioners**  
**Regular Meeting**

**TO:** Halifax County Board of Commissioners

**FROM:** Andrea H. Wiggins, MMC, Clerk to the Board/Assistant to the County Manager

**SUBJECT:** Approval of Minutes

**DATE:** March 9, 2020 Regular Meeting

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**SUPPORTING INFORMATION:**

Attached, please find draft minutes for your review.

**ATTACHMENTS:**

Description

- ▢ December 2, 2019 Organizational Meeting
- ▢ December 2, 2019 Regular Meeting
- ▢ December 6, 2019 Regular Meeting
- ▢ December 11, 2019 Joint Special Meeting
- ▢ December 16, 2019 Special Meeting

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**TOTAL COST:**

**COUNTY COST:**

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**REQUEST:** Approve the draft minutes.

**MINUTES  
HALIFAX COUNTY  
BOARD OF COMMISSIONERS  
ORGANIZATIONAL MEETING  
DECEMBER 2, 2019**

***Note to Reader:** Although the printed agenda document for this Board meeting is not part of these minutes, the agenda document provides background information on most all of the items discussed by the Board at this meeting. The Clerk to the Board maintains the agenda document in accordance with the laws of North Carolina. One may see a copy of the agenda for this meeting by contacting the Clerk to the Board.*

The Halifax County Board of Commissioners held an Organizational Meeting on Monday, December 2, 2019, at 9:30 A. M. in the Historic Courthouse, Halifax, North Carolina.

**PRESENT:** Honorable J. Rives Manning, Jr.  
Honorable Carolyn C. Johnson  
Honorable Marcelle O. Smith  
Honorable Vernon J. Bryant  
Honorable Linda A. Brewer

**OTHERS:** Tony N. Brown, County Manager  
Andrea H. Wiggins, MMC, Clerk to the Board/Assistant to the County Manager  
M. Glynn Rollins, Jr., County Attorney  
Cathy A. Scott, Economic Development Director  
Dia H. Denton, Deputy County Manager  
Mary W. Duncan, Finance Director  
Renee Perry, Human Resources Management Director  
Ian M. Bumgarner, Senior Management Analyst  
Michelle F. Moseley, Paralegal

**ABSENT:** Honorable T. Patrick W. Qualls

**1. Call to Order**

M. Glynn Rollins, Jr., County Attorney, called the Organizational Meeting to order.

**2. Invocation and Pledge of Allegiance**

Sue Owens, Pastor of South Rosemary United Methodist Church, provided the invocation and the Pledge of Allegiance was then recited.

**3. Selection of Chairman**



M. Glynn Rollins, Jr., County Attorney, addressed the Board and entertained a motion regarding the selection of chairman.

Commissioner Brewer moved to nominate Vernon J. Bryant to serve as chairman. Commissioner Manning seconded the motion, which passed unanimously by voice vote.

**4.     Selection of Vice Chairman**

M. Glynn Rollins, Jr., County Attorney, entertained a motion regarding the selection of vice chairman.

Commissioner Bryant moved to nominate J. Rives Manning, Jr., to serve as vice chairman. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

**5.     Adjourn**

With there being no further matters to come before the Board, Commissioner Smith moved to adjourn the December 2, 2019 Organizational Meeting. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

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Vernon J. Bryant, Chairman  
Halifax County Board of Commissioners

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Andrea H. Wiggins, MMC, NCCCC, Clerk to the Board  
Halifax County Board of Commissioners

**MINUTES  
HALIFAX COUNTY  
BOARD OF COMMISSIONERS  
REGULAR MEETING  
DECEMBER 2, 2019**

***Note to Reader:** Although the printed agenda document for this Board meeting is not part of these minutes, the agenda document provides background information on most all of the items discussed by the Board at this meeting. The Clerk to the Board maintains the agenda document in accordance with the laws of North Carolina. One may see a copy of the agenda for this meeting by contacting the Clerk to the Board.*

The Halifax County Board of Commissioners held a Regular Meeting on Monday, December 2, 2019, at 9:30 A. M. in the Historic Courthouse, Halifax, North Carolina.

**PRESENT:** Honorable J. Rives Manning, Jr., Vice Chairman  
Honorable Carolyn C. Johnson  
Honorable Marcelle O. Smith  
Honorable Vernon J. Bryant, Chairman  
Honorable Linda A. Brewer

**OTHERS:** Tony N. Brown, County Manager  
Andrea H. Wiggins, MMC, Clerk to the Board/Assistant to the County Manager  
M. Glynn Rollins, Jr., County Attorney  
Cathy A. Scott, Economic Development Director  
Dia H. Denton, Deputy County Manager  
Mary W. Duncan, Finance Director  
Renee Perry, Human Resources Management Director  
Ian M. Bumgarner, Senior Management Analyst  
Michelle F. Moseley, Paralegal

**ABSENT:** Honorable T. Patrick W. Qualls

**Call to Order**

Chairman Bryant called the meeting to order.

**Adoption of the Agenda**

Commissioner Johnson moved to approve the agenda as presented. Commissioner Manning seconded the motion, which passed unanimously by voice vote.

**Conflict of Interest**

There was no conflict of interest noted by any member of the Board.

**1. Consent Agenda**

Commissioner Brewer moved to approve the following items on the consent agenda. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

**A. Budget Amendments**

Mary W. Duncan, Finance Director, requested that the Board approve a list of budget amendments, which is attached to these minutes as Attachment A.

**B. Property Tax Releases - November 2019**

Doris B. Hawkins, Halifax County Tax Coordinator and Collector, requested that the Board approve the property tax releases in accordance with N. C. G. S. §105-380 and N. C. G. S. §105-381.

**C. 2020 Board of Commissioners Meeting Schedule**

Andrea H. Wiggins, Clerk to the Board/Assistant to the County Manager, requested that the Board approve the 2020 Board of Commissioners Meeting Schedule.

**2. Public Comment Period N. C. G. S. §153A - 52.1**

Angela Bolton, 221 Brad Elliott Drive, Littleton; Willie Lee, 456 Richardson Road, Enfield; Jamie Burnette, 2132 Thelma Road, Roanoke Rapids; and O'Neil Patterson, 2507 Simmons Creek Road, Littleton, made comments in opposition of the Animal Welfare Ordinance amendments. Jackie Stanley, Rainbow Animal Rescue, 5700 N. C. Highway 48, Roanoke Rapids, and Roman Council, 5106 Twisted Willow Way, Raleigh, made comments in favor of the Animal Welfare Ordinance amendments.

Kayla N. Taylor, Halifax Regional-Vidant Health Community Outreach Coordinator, 407 Woodlawn Avenue, Weldon, addressed the Board regarding the Roanoke Valley Community Health Initiative which was being held in an effort to improve health rankings and recreation in the County.

**3. Public Hearings**

**A. JBB Packaging Rail Spur Additional Appropriation and Expenditure**

Prior to a public hearing pursuant to N. C. G. S. §158-7.1(c), Cathy A. Scott, Economic Development Director, addressed the Board stating that the appropriation and expenditure of funds for a rail spur to benefit JBB Packaging, LLC, in the amount of \$600,000 had been previously approved by the Board. The funds were being provided by a grant from the North Carolina Railroad Company in the amount of \$400,000 and a grant from the North Carolina

Department of Transportation Rail Access in the amount of \$200,000. After bidding the project, the actual cost was expected to be in the amount of \$603,480. Additional funds in the amount of \$3,480 would be provided by JBB Packaging. The Board must conduct a public hearing on the additional appropriation and expenditure. It was requested that the Board adopt the Amended Grant Project Ordinance for the JBB Packaging Rail Spur Project, which is attached to these minutes as Attachment B.

With there being no comments from the Board, Commissioner Manning moved to declare the public hearing open. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

Chairman Bryant inquired if there was anyone from the public that wished to comment regarding the JBB Packaging Rail Spur Additional Appropriation and Expenditure.

With there being no comments from the public, Commissioner Manning moved that the public hearing be closed. Commissioner Smith seconded the motion, which passed unanimously by voice vote.

B. PCB Piezotronics of North Carolina, Inc. Proposed Incentives, Appropriations, and Expenditures

Prior to a public hearing pursuant to N. C. G. S. §158-7.1(a) and (b)(4), Cathy A. Scott, Economic Development Director, addressed the Board stating that the County proposed to construct a 25,000 square foot expansion to county-owned property located at 10869 N. C. Highway 903, Halifax, which was currently leased to PCB Piezotronics of North Carolina, Inc. The cost of the expansion was not expected to exceed \$2,000,000. The project would be funded by a grant from the Golden Leaf Foundation in the amount of \$535,000 and a grant from the North Carolina Department of Commerce, Rural Economic Development Division, in the amount of \$500,000. The North Carolina Department of Commerce, Rural Economic Development Division Grant required a cash match in the amount of \$25,000, which would be paid from the County's General Fund. It was proposed that the balance of the cost of the building expansion in the amount of \$940,000 would be paid from the County's General Fund in order to complete the expansion. However, the County would recover those funds from PCB Piezotronics of North Carolina, Inc., as additional lease payments on the expanded facility. It was anticipated that PCB Piezotronics of North Carolina, Inc. would use North Carolina Job Development Investment Grant funds for these additional lease payments. Pursuant to N. C. G. S. §158-7.1 (d) and (d2), it was also proposed that the County lease the expanded facility to PCB Piezotronics of North Carolina, Inc., for an amount not yet determined. The fair market value of the proposed lease was also not yet determined. As consideration for this lease, at least in part, the Board would take into account prospective property tax revenues over the next ten years from investment of additional machinery and equipment by PCB Piezotronics of North Carolina, Inc., in the expanded facility, as well as sales tax and other revenues to the County resulting from the expansion of PCB Piezotronics of North Carolina, Inc. It was expected that the expansion of PCB Piezotronics of North Carolina, Inc., would result in an additional 120 fulltime jobs and a taxable investment in the amount of \$2,175,000. As required by law, the County would contractually bind PCB Piezotronics of North Carolina, Inc., to make and maintain the target job

creation and taxable investment. It was requested that the Board adopt the Grant Project Ordinance, Halifax County Industrial Building Expansion, regarding PCB Piezotronics of North Carolina, Inc., which is attached to these minutes as Attachment C.

With there being no comments from the Board, Commissioner Johnson moved to declare the public hearing open. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

Chairman Bryant inquired if there was anyone from the public that wished to comment regarding the PCB Piezotronics of North Carolina, Inc., proposed incentives, appropriations and expenditures.

With there being no comments from the public, Commissioner Smith moved that the public hearing be closed. Commissioner Manning seconded the motion, which passed unanimously by voice vote.

C. Proposed Zoning Map Amendment Request

Prior to the public hearing, Chris D. Rountree, Planning and Development Services Director, addressed the Board stating that the applicant, Mark D. Harris, had requested that tax parcel 09-11742, which consisted of 13.18 acres, be rezoned from RA - Residential/Agriculture to HB - Highway Business district. The property had road frontage along N. C. Highway 158, Zoo Road, and Karen Street. The rezoning to the HB - Highway Business district would allow for a wider range of highway-orientated businesses. The Halifax County Planning Board met on October 16, 2019 and unanimously recommended approval of the proposed zoning map amendment. It was requested that the Board adopt a resolution to amend the official zoning map of Halifax County, which is attached to these minutes as Attachment D.

After comments were received from the Board to Mr. Rountree, Commissioner Manning moved to declare the public hearing open. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

Chairman Bryant inquired if there was anyone from the public that wished to comment regarding the proposed Zoning Map Amendment request.

After comments were received from, Anthony Strickland, 62 Leaf Street, Roanoke Rapids, Commissioner Smith moved that the public hearing be closed. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

**4. Agenda Item**

A. 2019 Audit Report

James Bence, Mauldin and Jenkins, LLC, addressed the Board and provided a brief PowerPoint presentation regarding the 2019 Audit Report. The audit was performed in accordance with auditing standards generally accepted in the United States of America and

government auditing standards. The General Fund revenues were 94% less than the amended budgeted amount, which was primarily because of the 911 funding grant. Expenditures for many functional areas were less than budgeted by \$16.1 Million, 21%, from the operating budget. Human services and public safety were \$4.8 Million (Home Health and Hospice of Halifax) and \$8.5 Million (911 Project) under budget respectively and general government function was \$1.9 Million under budget. Several departments were under budget due to personnel vacancies and efforts to spend conservatively. Other financing sources included proceeds from the issuance of a new sheriff patrol car lease. The budgeted use of Fund Balance was not needed to the extent anticipated, as several anticipated projects did not begin in the 2019 fiscal year or had been delayed/terminated. The Water and Sewer Fund had an increase in net position in the amount of \$427,651 for the fiscal year ended June 30, 2019. Solid Waste Landfill had a decrease in the amount of \$5,682,140 to net position for the same period. Solid Waste had a negative net position at the end of the year. Mr. Bence advised that the 2019 Audit Report was in draft form as the financial statements of the Halifax County Alcoholic Beverage Control Board had not been received by the time of the presentation. The full 2019 Draft Audit Report can be obtained by contacting the Finance Director.

Commissioner Brewer moved to accept the draft 2019 Audit Report. Commissioner Smith seconded the motion, which passed unanimously by voice vote.

**5. Action on Public Hearings**

**A. JBB Packaging Rail Spur Additional Appropriation and Expenditure**

Commissioner Brewer moved to adopt the Grant Project Ordinance for the JBB Packaging Rail Spur Project. Commissioner Smith seconded the motion, which passed unanimously by voice vote.

**B. PCB Piezotronics of North Carolina, Inc. Proposed Incentives, Appropriations, and Expenditures**

Commissioner Manning moved to adopt the Grant Project Ordinance, Halifax County Industrial Building Expansion, regarding PCB Piezotronics of North Carolina, Inc. Commissioner Bryant seconded the motion, which passed unanimously by voice vote.

**C. Proposed Zoning Map Amendment Request**

Commissioner Brewer moved to adopt a resolution to amend the official zoning map of Halifax County. Commissioner Johnson seconded the motion.

The votes were as follows:

Commissioner Manning	Aye
Commissioner Johnson	Aye
Commissioner Smith	Nay
Commissioner Bryant	Aye

Commissioner Brewer           Aye

**6.    Agenda Items**

**A.    Animal Welfare Ordinance Amendments**

Bruce L. Robistow, Public Health Services Director, addressed the Board and reviewed the amendments to the Animal Welfare Ordinance as recommended by the Board. It was requested that the Board adopt the resolution to amend Article I, Chapter 14, of the Halifax County Code of Ordinances entitled Animals, effective January 1, 2020, which is attached to these minutes as Attachment E.

Commissioner Johnson moved to adopt the resolution to amend Article I, Chapter 14, of the Halifax County Code of Ordinances entitled Animals, effective January 1, 2020. Commissioner Smith seconded the motion.

The votes were as follows:

Commissioner Manning	No
Commissioner Johnson	Aye
Commissioner Smith	Aye
Commissioner Bryant	Aye
Commissioner Brewer	Aye

**B.    Jail Expansion Project Amended Budget Ordinance**

Ian M. Bumgarner, Senior Management Analyst, addressed the Board stating that while updating the Jail Expansion Project, the North Carolina Department of Environmental Quality implemented rule changes that required more work than originally quoted to re-permit the plans and also required more work during the construction administration phase of the project. Additional funds in the amount of \$9,200 was added to the project budget ordinance to cover the additional cost. Additional funds in the amount of \$1,500 was added for advertising construction testing services. It was requested that the Board adopt the Jail Expansion Project Amended Budget Ordinance, which is attached to these minutes as Attachment F.

Commissioner Smith moved to adopt the Jail Expansion Project Amended Budget Ordinance. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

**7.    Board Appointments**

Choanoke Area Development Association

Commissioner Johnson moved to reappoint Tyree Davis, Ervin Griffin, Sr. and Marcelle Smith to serve on the Choanoke Area Development Association, terms expiring December 31, 2021. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

Four Rivers Resource Conservation and Development Council

Commissioner Smith moved to reappoint J. Rives Manning, Jr. to serve on the Four Rivers Resource Conservation and Development Council, term expiring December 31, 2023. Commissioner Bryant seconded the motion, which passed unanimously by voice vote.

Health Board

Commissioner Brewer moved to reappoint Louis V. Mann, III, to serve on the Health Board, term expiring December 31, 2022. Commissioner Smith seconded the motion, which passed unanimously by voice vote.

Commissioner Smith moved to waive the term limit and reappoint Carolyn Johnson to serve on the Health Board, term expiring December 31, 2022. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

**8. Economic Development Report**

Cathy A. Scott, Economic Development Director, addressed the Board stating that due to time constraints, the monthly Halifax County Economic Development Commission Activity Report would be emailed.

**9. County Manager's Report**

A. Retirement Resolution - Linda J. Lynch, Tax Department

Tony N. Brown, County Manager, read and requested that the Board adopt the retirement resolution in recognition of Linda J. Lynch, Tax Department, which is attached to these minutes as Attachment G.

Commissioner Smith moved to adopt the retirement resolution honoring Linda J. Lynch, Tax Department. Commissioner Manning seconded the motion, which passed unanimously by voice vote.

B. Notice of Special Meetings

Tony N. Brown, County Manager, addressed the Board stating that Chairman Bryant had called two Special Meetings to tour the following: Weldon Middle School on December 11, 2019 at 2:30 P. M. and Odom Correctional Institution on December 16, 2019 at 10:00 A. M. The Notice of Special Meetings had been provided to each member of the Board.

**10. County Attorney's Report**

A. Involuntary Commitments Transportation Agreement



M. Glynn Rollins, Jr., County Attorney, addressed the Board stating that the State of North Carolina revised the laws regarding involuntary commitments last year, and one of the requirements was that counties must adopt a transportation agreement for involuntary commitments between the County and all the municipalities within the County. Sheriff S. Wes Tripp and County staff invited the five police chiefs and the town clerks of Halifax and Hobgood to a meeting to discuss the agreement and requested that the chiefs and/or clerks relay the information to their respective governing boards for approval. As of November 22, 2019, three of the seven municipalities had adopted the agreement. The towns had been requested to approve the agreement during the month of December. The agreement formalized what law enforcement had already done in regards to involuntary commitments. The involuntary commitment individual in the County was likely to be transported to Halifax Regional Medical Center, and may be transported by the officer of the municipality in which the individual lived. However, once the involuntary commitment individual was accepted at a new location for treatment, the responsibility for transporting that individual to the treatment facility would be the responsibility of the Sheriff's Office. Once the individual had been released from treatment, a family member or friend may transport the individual back home. However, if the individual had no transportation, the responsibility for transportation would be the responsibility of the Sheriff's Office. It was requested that the Board approve the Transportation Agreement for Involuntary Commitments between Halifax County and the municipalities within the County.

Commissioner Manning moved to approve the Transportation Agreement for Involuntary Commitments between Halifax County and the municipalities within the County. Commissioners Johnson seconded the motion, which passed unanimously by voice vote.

B. Corporate Park and Culpepper Tract Farm Leases - Harris Family Farm, LLC

M. Glynn Rollins, Jr., County Attorney, addressed the Board stating that the County had two farm leases with the Harris Family Farm, LLC, that would expire at the end of December. The Corporate Park lease was for three years and consisted of approximately 300 acres. The Culpepper tract lease was for one year and consisted of approximately 104 acres. It was requested that the Board authorize the County Manager to negotiate with the Harris Family regarding the farm leases for the Corporate Park and Culpepper tract.

Commissioner Manning moved to authorize that the County Manager negotiate the farm leases with the Harris Family Farm, LLC, regarding the Corporate Park and Culpepper tract. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

**11. Other Business**

There was no other business for discussion.

**12. Closed Session**

There were no closed session matters for discussion.

**13. Announcement - Halifax County Schools Annual Luncheon**

The Board left the Historic Courthouse at approximately 12:00 Noon to attend the Halifax County Schools Annual Luncheon.

**14. Adjourn until December 6, 2019 Regular Meeting**

With there being no further matters to come before the Board, Commissioner Manning moved to adjourn the meeting until the December 6, 2019 Regular Meeting. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

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Vernon J. Bryant, Chairman  
Halifax County Board of Commissioners

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Andrea H. Wiggins, MMC, NCCCC, Clerk to the Board  
Halifax County Board of Commissioners

Attachment A

Budget Amendments	Fiscal Year 19 - 20	December 2, 2019
1 <b>County Manager</b> - Appropriate Fund Balance for prior fiscal year Performance Evaluations through March 2019.		\$ 5,893.00
2 <b>Transfer &amp; Support Services</b> - Appropriate Fund Balance for prior fiscal year Performance Evaluations through June 2019.		12,650.00
3 <b>Sheriff</b> - Budget funds from Calendar sales to be used for Employee Appreciation in Sheriff & Jail offices		3,100.00
4 <b>Sheriff</b> - Appropriate Fund Balance for Carry-forward funds received for Benefitting the Kids		1,124.75
5 <b>Cooperative Extension - 4H Account</b> - Budget additional revenue from Farmer's Market		230.00
6 <b>Natural Resources</b> - Budget additional funds for Heavy Rye Cover Crop Program		1,073.09
7 <b>Natural Resources</b> - Budget additional funds from NC Foundation for Improving Pastures		2,000.00
8 <b>Library</b> - Budget additional funds raised by Friends of the Library to purchase computers for various branches		9,923.53
9 <b>DSS</b> - Budget additional revenue to Fees & Revenues lines for miscellaneous expenses		1,000.00
10 <b>Cooperative Extension - Extension Agent Program</b> - Budget additional revenue for Master Gardeners		627.25
11 <b>Cooperative Extension - County Extension Program</b> - Budget additional revenue for 4H Projects		95.55
12 <b>Cooperative Extension - 4H Account</b> - Budget additional revenue from 4H activities		1,114.75

Approved: ~~December 2, 2019~~

  
Vernon J. Bryant  
Chairman

Attachment B

**Grant Project Ordinance  
JBB Packaging Rail Spur Project  
Halifax County, North Carolina**

Be it ordained by the Board of Commissioners of Halifax County that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Grant Project Ordinance is hereby adopted:

**Section 1:** The project authorized is the JBB Packaging Rail Spur Project.

**Section 2:** The officers of this unit of government are hereby directed to proceed with the grant project within the terms of the grant agreements, the rules and regulations of North Carolina Railroad and the North Carolina Department of Transportation, and the budget contained herein.

**Section 3:** The following revenues are anticipated to be available to complete this project:

North Carolina Railroad (NCRR) Grant	\$400,000.00
NC Department of Transportation (NCDOT) Rail Access Funds	\$200,000.00
JBB Packaging LLC	\$ 3,480.00
<b>Total</b>	<b>\$603,480.00</b>

**Section 4:** The following expenditure are anticipated for this project:

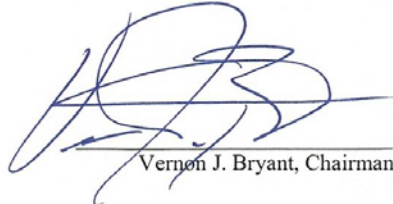
Rail Spur Construction	\$500,400.00
Rail Engineering & Construction Administration/Observation	\$ 78,234.00
Contingency	\$ 24,846.00
<b>Grand Total</b>	<b>\$603,480.00</b>

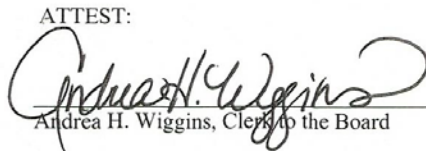
**Section 5:** The Finance Director is hereby directed to maintain within the Grant Project Fund sufficient detailed account to provide the accounting to the North Carolina Railroad and North Carolina Department of Transportation required by the Grant Agreements and other state or federal regulations.

**Section 6:** If all grant agreements identified in this project ordinance are in proper order, funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement requests will be made to the grant agencies in a timely and effective manner, with immediate repayment to the General Fund upon receipt.

**Section 7:** Copies of this Grant Project Ordinance shall be entered into the minutes of the governing board within five days after adoption and be filed with the Finance Director, Budget Officer, County Manager, and the Clerk to the Board.

Adopted this 2nd day of December, 2019.

  
Vernon J. Bryant, Chairman

ATTEST:  
  
Andrea H. Wiggins, Clerk to the Board

**Grant Project Ordinance  
Halifax County Industrial Building Expansion  
Halifax County, North Carolina**

Be it ordained by the Board of Commissioners of Halifax County that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Grant Project Ordinance is hereby adopted:

**Section 1:** The project authorized is the Halifax County Industrial Building Expansion.

**Section 2:** The officers of this unit of government are hereby directed to proceed with the grant project within the terms of the grant agreements, the rules and regulations of the North Carolina Department of Commerce, Rural Development Division, and The Golden LEAF Foundation and the budget contained herein.

**Section 3:** The following revenues are anticipated to be available to complete this project:

NC Department of Commerce, Rural Economic Dev. Division (Building Reuse Grant)	\$ 500,000.00
Golden LEAF Foundation, Inc. (Economic Catalyst Grant)	\$ 535,000.00
Halifax County (Matching Funds)	\$ 25,000.00
Halifax County (to be repaid by PCB from Job Development Investment Grant funds)	\$ 940,000.00
<b>Total</b>	<b>\$2,000,000.00</b>

**Section 4:** The following expenditure are anticipated for this project:

Building Construction	\$1,857,000.00
Architectural/Engineering	\$ 50,000.00
Contingency	\$ 93,000.00
<b>Grand Total</b>	<b>\$2,000,000.00</b>

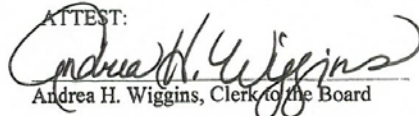
**Section 5:** The Finance Director is hereby directed to maintain within the Grant Project Fund sufficient detailed account to provide the accounting to the NC Department of Commerce and the Golden LEAF Foundation required by the Grant Agreements and other state or federal regulations.

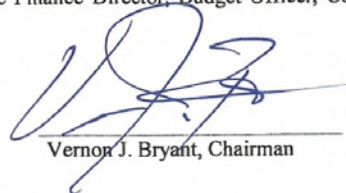
**Section 6:** If all grant agreements identified in this project ordinance are in proper order, funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement requests will be made to the grant agencies in a timely and effective manner, with immediate repayment to the General Fund upon receipt.

**Section 7:** Copies of this Grant Project Ordinance shall be entered into the minutes of the governing board within five days after adoption and be filed with the Finance Director, Budget Officer, County Manager, and the Clerk to the Board.

Adopted this 2nd Day of December, 2019.

ATTEST:

  
Andrea H. Wiggins, Clerk to the Board

  
Vernon J. Bryant, Chairman



A RESOLUTION TO AMEND  
THE OFFICIAL ZONING MAP OF HALIFAX COUNTY

(Mark D. Harris property Rezoned from RA District to HB District)

WHEREAS, on August 5, 2019, Mark D. Harris petitioned the Halifax County Board of Commissioners, regarding a proposed amendment to the Official Zoning Map of Halifax County, wherein he proposed that the following property be rezoned from Residential-Agricultural (RA) District to Highway Business (HB) District, to wit: that certain real property located in Roanoke Rapids Township, Halifax County, North Carolina, and for purposes of identification and description designated in the county tax records as follows: Tax Parcel Number 0911742, consisting of 13.18 acres, more or less; and

WHEREAS, this proposal was submitted to the Halifax County Planning Board for review and recommendation as required by GS 153A-344, GS 153A-341, and Section 902.01 of the county zoning ordinance; and

WHEREAS, the Planning Board conducted its review at its regular meeting on October 16, 2019, and by unanimous vote has recommended the adoption of the proposed amendment; and

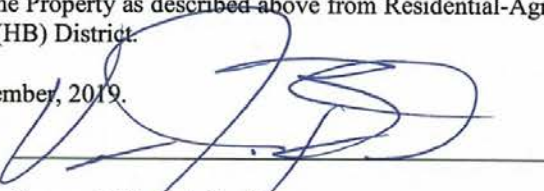
WHEREAS, pursuant to GS 153A-323(a) and Section 900 of the county zoning ordinance, a public hearing was held by the Halifax County Board of Commissioners regarding the proposed amendment at its regular meeting on Monday, December 2, 2019, at 9:30 a.m. after notice of the public hearing had published in the manner required by said statute and ordinance, delivered by first class mail to those persons or entities entitled to notice under GS 153A-343(a), and posted on the Property as required by GS 153A-343(d);

WHEREAS, the proposed rezoning is consistent with the following policies of the Halifax County Comprehensive Development Plan, to wit: Policy PC-1, Policy ED-1, and Policy CO-2; and

WHEREAS, the Board of Commissioners has fully considered all of the permissible uses of property within the Highway Business (HB) District, and finds that such uses are compatible with the areas surrounding the proposed HB District;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Official Zoning Map of Halifax County be and hereby is amended by changing the designated use district (zoning district) of the land within the boundary of the Property as described above from Residential-Agricultural (RA) District to Highway Business (HB) District.

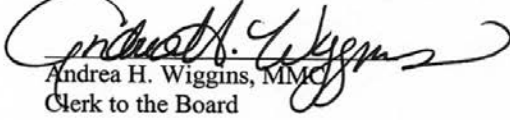
Adopted this 2<sup>nd</sup> day of December, 2019.



Vernon J. Bryant, Chairman  
Halifax County Board of Commissioners

Attachment D

ATTEST:



Andrea H. Wiggins, MMC  
Clerk to the Board

A RESOLUTION TO AMEND ARTICLE I, CHAPTER 14, OF THE HALIFAX COUNTY CODE  
OF ORDINANCES ENTITLED "ANIMALS"

IT IS HEREBY RESOLVED that Article I, Chapter 14, of the Halifax County Code of Ordinances, entitled "Animals" is amended in the following manner:

1. Under Section 14-1, "Definitions":

a. The definition of *adequate shelter* is re-written to read:

*Adequate shelter means provision of and access to shelter that is suitable for the species, age, condition, size, and type of each animal; provides adequate space for each animal; is safe and protects each animal from injury, rain, sleet, snow, hail, direct sunlight, the adverse effects of heat or cold, physical suffering, and impairment of health; is properly cleaned; enables each animal to be clean and dry, provides a solid surface, resting platform, that is large enough for the animal to lie on in a normal manner and can be maintained in a sanitary manner.*

b. The definition of *adequate water* is re-written to read:

*Adequate water means access at suitable intervals to a supply of clean, fresh water provided in clean, durable receptacles that are accessible to each animal and are placed so as to minimize contamination of the water by excrement and pests or an alternative source of hydration consistent with generally accepted husbandry practices.*

c. After the definition of *health director* the following definitions of *humanely clean conditions* and *hunting dogs* are added:

*Humanely clean conditions means that carcasses, debris, food waste and excrement are removed from the primary enclosure with sufficient frequency to minimize the animals' contact with the above-mentioned contaminants; the primary enclosure is sanitized with sufficient frequency to minimize odors and the hazards of disease; and the primary enclosure is cleaned so as to prevent the animals confined therein from being directly or indirectly sprayed with a stream of water, or directly or indirectly exposed to hazardous chemicals or disinfectants.*

*Hunting dogs means a pack of dogs (2 or more) of a breed commonly known to be used for hunting, who are kept by an owner/keeper/harbinger who possesses a valid hunting license for lawful hunting purposes and specifically excluding pit bull type dogs.*

d. After the definition of *neutered male* the following definition of *penned area* is added:

*Penned area means an outside area enclosed by a fence of height and material sufficient to keep a dog from escaping the enclosed area. For dogs that weigh less than 30 pounds, the enclosed area shall have a minimum enclosed space of not less than 6 feet by 6 feet, and a height of not less than 5 feet. For dogs that weigh 30 pounds or more, the enclosed*



Attachment E

*area shall have a minimum enclosed space of not less than 10 feet by 10 feet, and a height of not less than 6 feet. Except for hunting dogs, for each additional dog there shall be an additional 50 square feet of space of penned area.*

e. The definition of *secure enclosure* is deleted and replaced with the following definition of *secured enclosure*:

*Secured enclosure means a padlocked pen, with a concrete bottom and a secured top and/or a locked home or locked outbuilding with a concrete bottom, all having minimum space of not less than 10 feet by 10 feet and used to contain one dog only.*

2. Subsection 14-4 (9) c. is amended to read as follows:

*c. All monies collected as fees and penalties.*

3. Subsection 14-8 (f)(1) is amended to read as follows:

*(1) Within 30 days the owner must erect and confine the dog in a secured enclosure, as defined in Section 14-1 of this Article.*

4. Subsection 14-8(g) is amended to read as follows:

*(g) Confinement, muzzling and control of dangerous/potentially dangerous dogs. It shall be unlawful for any owner or person to keep any dangerous/potentially dangerous dog within the county unless it is confined within a secured enclosure or unless it is securely muzzled and under restraint by a competent person who, by means of a leash or chain, has such animal firmly under physical restraint at all times.*

5. Subsection 14-12(1) pertaining to adequate food and water is amended by deleting subparts a. and b. and amending the text of subsection (1) to read as follows:

*(1) Adequate food and water. No person owning or responsible for any domestic animal may fail to supply the animal with adequate food and water defined in this Section 14-1 of this Article.*

6. Subsection 14-12(3) pertaining to adequate shelter is amended to read as follows:

*(3) Adequate shelter, protection from the weather and humanely clean conditions. No persons owning or responsible for any dog or cat shall fail to provide the animal with adequate shelter in humanely clean conditions as those terms are defined in Section 14-1 of this Article.*

7. Subsection 14-12(3), subpart b., pertaining to "standards for chaining" is deleted in its entirety and replaced with the following:

*b. Prohibition Against Tethering of Dogs. It shall be unlawful to tether an unattended dog outdoors, including hunting dogs. When on the property of the dog owner, dogs may run loose when attended by a*

Attachment E

*responsible person who can control the dogs either by voice commands or by a leash. When on the property of the dog owner, dogs may run unattended if kept in a penned area, secured enclosure or an area surrounded by an effectively operating electronic fence. The prohibition regarding when or where dogs may run loose shall not apply to hunting dogs when they are being used for lawful hunting purposes. For the first six months following the effective date of this subsection, only warning citations shall be issued for violations.*

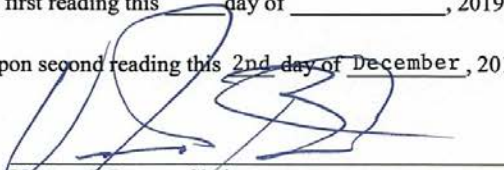
8. Subsection 14-13 (a) is amended by deleting the word "intentionally" in the first sentence of that subsection.

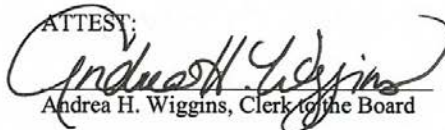
9. The table entitled "Animal Control Civil Penalty Fee Schedule" under Section 14-21 is amended by changing the title of the table to "Animal Control Civil Penalty Schedule" and by adding a civil penalty for violation of Subsection 14-12(3)(b), unattended tethering, in the amount of \$150.00.

This ordinance amendment shall become effective on January 1, 2020.

[ ] Adopted unanimously upon first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

[x] Adopted by majority vote upon second reading this 2nd day of December, 2019.

  
Vernon L. Bryant, Chairman  
Halifax County Board of Commissioners

ATTEST:  
  
Andrea H. Wiggins, Clerk to the Board

**AMENDED Jail Expansion Project Budget Ordinance  
Jail Expansion Project  
Halifax County, North Carolina**

Be it ordained by the Board of Commissioners of Halifax County that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Project Ordinance is hereby adopted:

**Section 1:** The project authorized is the Jail Expansion Project.

**Section 2:** The officers of this unit of government are hereby directed to proceed with the project within the terms of the contract agreements, the rules and regulations of the budget contained herein.

**Section 3:** The following revenues are anticipated to be available to complete this project:

Fund Balance	\$350,700
Total	<b>\$350,700</b>

**Section 4:** The Following amounts are available for expenditure for this project:

Update the Construction Document Phase (CD's) and AHJ Approval Services	\$79,950
Bidding Phase Services	\$45,000
Construction Administration and Closeout Services	\$181,250
Detention Training and Transition Services	\$42,500
Advertising	\$1,500
Contingency	\$500
<b>Grand Total</b>	<b>\$350,700</b>

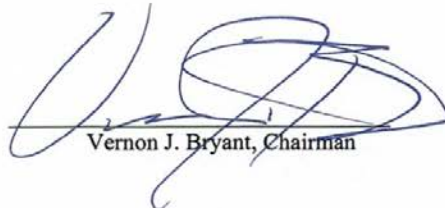
**Section 5:** The Finance Director is hereby directed to maintain within the Grant Project Fund sufficient detailed account provide the accounting to as required by Federal and State regulations.

**Section 6:** The Finance Director is required to report quarterly on the financial status of the project to the Halifax County Board of Commissioners.

**Section 7:** Funds may be advanced from the General Fund for the purpose of making payments as due.

**Section 8:** Copies of this Project Ordinance shall be entered into the minutes of the governing board within five (5) days after adoption and be filed with the Finance Director, Budget Officer, County Manager, and the Clerk to the Board.

Amended this 2<sup>nd</sup> day of December 2019.

  
Vernon J. Bryant, Chairman

ATTEST:

  
Andrea H. Wiggins, Clerk to the Board



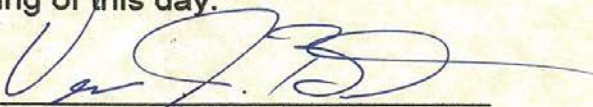
# Resolution

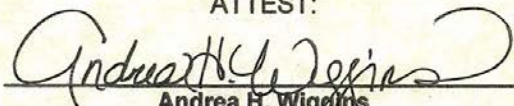
✧ **WHEREAS, LINDA J. LYNCH**, decided to retire as a Tax Collection Clerk I with the Halifax County Tax Department effective November Thirtieth of the Year Two Thousand and Nineteen; and

✧ **WHEREAS**, she has spent Nineteen years with local government; Linda has also served in many positions of honor in the community and State, as well as being a dedicated public servant to the citizens of Halifax County.

✧ **NOW THEREFORE BE IT RESOLVED** that on this day, Monday, December Second of the Year Two Thousand and Nineteen, the Halifax County Board of Commissioners did honor Linda J. Lynch with formal adoption of this resolution, to be recorded in the minutes of the meeting of this day.



  
Vernon J. Bryant, Chairman  
Halifax County Board of Commissioners

ATTEST:  
  
Andrea H. Wiggins  
Clerk to the Board

**MINUTES  
HALIFAX COUNTY  
BOARD OF COMMISSIONERS  
RETREAT  
REGULAR MEETING  
DECEMBER 6, 2019**

***Note to Reader:** Although the printed agenda document for this Board meeting is not part of these minutes, the agenda document provides background information on most all of the items discussed by the Board at this meeting. The Clerk to the Board maintains the agenda document in accordance with the laws of North Carolina. One may see a copy of the agenda for this meeting by contacting the Clerk to the Board.*

The Halifax County Board of Commissioners held a Retreat on Friday, December 6, 2019, at 9:00 A. M. at the Center for Energy Education, Roanoke Rapids, North Carolina.

**PRESENT:** Honorable J. Rives Manning, Jr., Vice Chairman  
Honorable Carolyn C. Johnson  
Honorable Vernon J. Bryant, Chairman  
Honorable T. Patrick W. Qualls  
Honorable Linda A. Brewer

**OTHERS:** Tony N. Brown, County Manager  
Andrea H. Wiggins, MMC, Clerk to the Board/Assistant to the County Manager  
M. Glynn Rollins, Jr., County Attorney  
Cathy A. Scott, Economic Development Director  
Dia H. Denton, Deputy County Manager  
Mary W. Duncan, Finance Director  
Renee Perry, Human Resources Management Director  
Ian M. Bumgarner, Senior Management Analyst

**ABSENT:** Honorable Marcelle O. Smith

**Call to Order**

Chairman Bryant called the meeting to order.

**Invocation and Pledge of Allegiance**

Commissioner Manning provided the invocation and the Pledge of Allegiance was then recited.

**Adoption of the Agenda**

Commissioner Brewer moved to approve the agenda as presented. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

**Conflict of Interest**

There was no conflict of interest noted by any member of the Board.

**1. Opening - 2019 Accomplishments**

Tony N. Brown, County Manager, addressed the Board and welcomed everyone present. He then reviewed the 2019 Accomplishments that had been provided for the Board's review and discussion.

**2. Halifax County Revaluation**

C. Shane Lynch, County Assessor, and Doris Hawkins, Tax Collector, addressed the Board and provided a PowerPoint presentation regarding the Halifax County Property Taxes and the 2020 Revaluation and Tax Base. The notable adjustments to the schedule of values consisted of the following: The assessment neighborhoods were reviewed and updated per sales data and for consistent application. Municipal economic market adjustments reflected current sales data. Numerous updates to building cost schedule. A solar land code was added. Market values adjusted for open land and woodland. The estimated real property values were as follows: 2019 Tax Year for residential \$2,048,820,203, 79%, and commercial \$548,967,770, 21%, in the amount of \$2,597,787,973. 2020 Tax Year for residential \$2,200,420,670, 79%, and commercial \$601,297,100, 21%, in the amount of \$2,801,717,770. This resulted in an increase in the total amount of \$203,929,797, 7.85%. The real property value changes were reviewed by townships and municipalities. The Tax Department would continue to review data until December 18, 2019 and value notices would be mailed on December 30, 2019. Informal appeals with the appraisers would be held until the Board of Equalization and Review convened in April 2020 and taxpayers should file appeals prior to the adjournment. Tax bills would be mailed in late July 2020.

**3. Halifax County Budget Update**

**A. Halifax County Budget Update**

Mary W. Duncan, Finance Director, addressed the Board and provided an update regarding the history of Fund Balance for the years 2012-2019. The 2019 total Fund Balance was in the amount of \$35,185,027; 59.54% and the unassigned Fund Balance was in the amount of \$13,701,295; 23.18%; expenditures were in the amount \$2,024,327 and the estimated unassigned Fund Balance was in the amount of \$11,676,968, 19.76%. She then reviewed the FY 2019-2020 General Fund Debt Payment Schedule and FY 2020 Revenue Projections.

**B. 2019 Audit Report**

Mary W. Duncan, Finance Director, addressed the Board stating that during the December 2, 2019 Regular Meeting, James Bence, Mauldin and Jenkins, LLC, provided a

brief PowerPoint presentation regarding the 2019 Audit Report. At the end of the report the Board unanimously accepted the draft 2019 Audit Report as the Alcoholic Beverage Control Audit had not been received by the auditing firm. She then reviewed the three findings that consisted of equity reconciliation, long term receivables and monthly reporting requirement. A brief discussion was held regarding the 2019 Audit Report.

#### **4. Budget Direction**

##### **A. Local Sales and Use Tax Distribution**

M. Glynn Rollins, Jr., County Attorney, addressed the Board and provided a brief PowerPoint presentation regarding the Local Sales and Use Tax Distribution. The presentation provided basic information to the Board regarding the method of local sales and use tax distribution between the County and the municipalities in the County to be used in the next fiscal year. In accordance with N. C. G. S. §105-472 Disposition and Distribution of Taxes Collected, the board of county commissioners in each taxing county shall, by resolution adopted during the month of April of each year, determine which of the two methods of distribution shall be in effect in the county during the next succeeding fiscal year as follows: Per Capita Method: The net proceeds of the tax collected in a taxing county are distributed to that county and to the municipalities in the county on a per capita basis according to the total population of the taxing county, plus the total population of the municipalities in the county. Ad Valorem Method: The net proceeds of the tax collected in a taxing county are distributed to that county and the municipalities in the county in proportion to the total amount of ad valorem taxes levied by each on property having a tax situs in the taxing county during the fiscal year next preceding the distribution. Further Distribution Under Ad Valorem Method: Each county and municipality receiving a distribution of the proceeds of the tax levied under the ad valorem method must share the proceeds with each district in behalf of which the county or municipality levied ad valorem taxes in the proportion that the district levy bears to the total levy of the county or municipality.

Attorney Rollins provided the FY 2018-2019 sales and use taxes by the ad valorem distribution method as follows: Halifax County \$8,884,416.49; Enfield \$273,480.05; Halifax \$30,740.05; Hobgood \$23,663.50; Littleton \$104,048.68; Roanoke Rapids \$3,759,167.51; Scotland Neck \$248,311.09 and Weldon 322,395.17 for a total in the amount of \$13,646,223.27. The FY 2018-2019 sales and use taxes if the per capita distribution method had been used: Halifax County \$8,326,246.67; Enfield \$590,368.54; Halifax \$54,702.64; Hobgood \$79,627.90; Littleton \$154,422.49; Roanoke Rapids \$3,602,093.58; Scotland Neck \$468,367.41 and Weldon \$370,393.93 for a total in the amount of \$13,646,223.27. The difference in distribution if the per capita method had been used: Halifax County (\$558,169.82); Enfield \$316,888.59; Halifax \$23,961.86; Hobgood \$55,964.40; Littleton \$50,373.81; Roanoke Rapids (\$157,073.93); Scotland Neck \$220,056.32 and Weldon \$47,998.76. The amounts shared by the county with other taxing districts under the ad valorem method: Our Community Hospital \$79,724 which would end; Weldon City Schools \$251,967; Halifax County Schools \$396,591; Arcola Fire Department \$7,508; Darlington Fire Department \$12,791; Davie Fire Department \$65,740; Enfield Fire Department \$41,397; Halifax Fire Department \$17,350; Hobgood Fire Department \$4,404; Rheasville Fire Department \$28,859; Scotland Neck Fire Department \$17,491; Tillery Fire Department \$4,975; Weldon Fire Department \$20,195 for a total in the amount of \$994,866.

There was no interest from the Board to change its method of distribution of local sales and use taxes from the ad valorem method to the per capita method.

B. Surplus Property

M. Glynn Rollins, Jr., County Attorney, addressed the Board and provided a brief PowerPoint presentation regarding County owned property that may be considered for disposition or other revenue producing use as follows: 700 Georgia Avenue, Roanoke Rapids, appraised value in the amount of \$107,100 which was occupied by LIFE, Inc. under an extension agreement that would expire on December 31, 2019. 1710 Watkins Drive, Weldon, appraised value in the amount of \$226,000 was being leased to Easter Seals UCP in the amount of \$1,800 per month. The former Home Health and Hospice of Halifax facility was under a partial lease to Liberty Home Care had an assessed tax value in the amount of \$546,000. The former EMS Station Six was being used by the Sheriff's Office and had an assessed tax value in the amount of \$307,700.

C. Human Resources Management Update

Renee Perry, Human Resources Management Director, addressed the Board and provided a brief PowerPoint presentation regarding the total compensation provided by the County. Total Compensation was the entirety of benefit offerings that the County provided to an employee in exchange for work. Total Compensation included but was not limited to the following: holiday pay, North Carolina Retirement System Membership, vacation/sick pay, health benefits, 401K Retirement Savings Membership with no County match, 457 Retirement Savings with no County match, along with salary. The County had not undergone a study since 1997 and since that time jobs changed, new technology and regulations, new services and reorganization, market changes at different rates for different jobs, study updates and adjusts both classification and salary range, and update job descriptions countywide. The cost of a pay study was as follows: Lockton \$58,250; MAPS Group \$36,000; and PTRC \$32,000. The employee turnover for the County consisted of the following: Board of Elections 1 resignation, Central Communications 5 resignations, Economic Development 2 resignations, Health Department 7 resignations and 3 retirements, Human Resources Management 2 resignations, ITS 1 retirement, Tax 1 resignation and 2 retirements, Sheriff's Office 22 resignations and 2 retirements, Library 1 retirement, Operations 1 retirement and 1 resignation, Social Services 17 resignations and 9 retirements, Public Utilities 3 resignations and 1 retirement. Examples of an entry level salary comparison was provided for the Board's review. Mrs. Perry advised that when employees were truly happy with their total compensation provided by the County there would be increased productivity, decrease onboarding cost, decreased turnover rate, customer service excels, boost employee morale, employees were engaged and a decrease in absenteeism. She provided a full County salary comparison using nearby counties that employees could consider a reasonable commuting distance to work similar jobs.

D. Capital Budget Update

Ian M. Bumgarner, Senior Management Analyst, addressed the Board and reviewed the FY 2020-2021 Recurring Capital Requests in the amount of \$2,034,360 and the FY 2020-2021



Recurring Approved Capital Requests was in the amount of \$2,082,061. The FY 2020-2021 New Capital Requests was in the amount of \$2,597,976 and the FY 2020-2021 New and Approved Capital Request was in the amount of \$1,154,611.

E. Floating Holiday Leave

Tony N. Brown, County Manager, addressed the Board stating that the County provided 11 to 12 holidays each calendar year. Employees always received the day before, on, and after Christmas day for the holiday and only Monday and Friday when Christmas day was on the weekend. When Christmas day was on a Tuesday, Wednesday, or Thursday, employees had three days off, but during other periods, employees only received two days for the holiday. Mr. Brown provided the following proposal: Add a floating holiday for the fiscal years in which there would only be two employee holidays for Christmas. This would be approved during each budget year as a part of the holiday schedule. The floating holiday would be 7.5 hours, one regular workday, and would be treated as a use or lose benefit. Employees must use the 7.5 hours during the fiscal year beginning July 1 and ending June 30. Approving this proposal would increase the benefits offered to employees and allow the County to have additional competitive benefits. The increase would not involve additional costs to the County, only a loss of 7.5 hours of employee production time. On certain years, there would be no additional time loss since there would be no floating holiday when Christmas was on a Tuesday, Wednesday, or Thursday and would follow the current holiday schedule. The County benefit package would then note there would always be 12 paid holidays each year. There were no objections to the proposal.

F. Health Insurance and Retirement

Tony N. Brown, County Manager, addressed the Board stating that over the past few years, all local governments had been notified that the retirement system contributions had not been keeping pace with the revenues needed to sustain the system. Starting FY 2019-2021, the system began imposing an annual increase to keep the system solvent that translated to an automatic increase in the employer contribution to the system as follows: July 1, 2018 consisted of 7.81%, which included 7.75% plus .06% death benefit. July 1, 2019 was 9.01%, which included 8.95% plus .06% death benefit that resulted in a 1.2% increase. July 1, 2020 was 10.21%, which consisted of 10.15% plus .06% death benefit that resulted in a 1.2% increase in the amount of \$272,268.99. July 1, 2021 was 11.41%, which consisted of 11.35% plus .06% death benefit that resulted in a 1.2% increase. Mr. Brown reported that the increase was beyond the County's local control, so the projections would need to be incorporated into the budget for future years.

Mr. Brown further stated that on November 6, 2019, staff met with officials of both Mark III Employee Benefits and Blue Cross Blue Shield to receive the County's annual mid-year plan update. The County was doing well relative to similar industry trends; however, the County's medical usage was trending higher in comparison to the previous year. The major problem categories consisted of neoplasms, endocrinology, and musculoskeletal. The high cost claimants consisted of 18 members, 2.8% had greater than \$50,000 in claims which was 45% of total payments. Four of the top 10 were cancer related. The inpatients admission rate increased but

was still lower than the industry. Emergency room visits decreased, but were still higher than the industry. Pharmacy costs increased, but were still lower than the industry projection. The County was currently trending 14.81% higher than last year which annualizes to an increase of approximately \$786,466.11 that was anticipated to be worst-case scenario with high claimants decreasing. Mr. Brown reported that the County would continue to push wellness activities and provide incentives for employees to seek a healthier lifestyle.

Chairman Bryant provided the blessing for lunch.

## **5. Other Issues**

### **A. PCB Piezotronics of North Carolina, Inc. Proposed Incentives, Appropriations, and Expenditures**

Cathy A. Scott, Economic Development Director, addressed the Board during the December 2, 2019 Regular Meeting stating that the County proposed to construct a 25,000 square foot expansion to county-owned property located at 10869 N. C. Highway 903, Halifax, which was currently leased to PCB Piezotronics of North Carolina, Inc. The cost of the expansion was not expected to exceed \$2,000,000. The project would be funded by a grant from the Golden Leaf Foundation in the amount of \$535,000 and a grant from the North Carolina Department of Commerce, Rural Economic Development Division, in the amount of \$500,000. The North Carolina Department of Commerce, Rural Economic Development Division Grant required a cash match in the amount of \$25,000, which would be paid from the County's General Fund. It was proposed that the cost of the building expansion in the amount of \$940,000, would be paid from the County's General Fund in order to complete the expansion. However, the County would recover those funds from PCB Piezotronics of North Carolina, Inc., as additional lease payments on the expanded facility. It was anticipated that PCB Piezotronics of North Carolina, Inc. would use North Carolina Job Development Investment Grant funds for these additional lease payments. Pursuant to N. C. G. S. §158-7.1 (d) and (d2), it was also proposed that the County lease the expanded facility to PCB for an amount not yet determined. The fair market value of the proposed lease was also not yet determined. As consideration for this lease, at least in part, the Board would take into account prospective property tax revenues over the next ten years from investment of additional machinery and equipment by PCB Piezotronics of North Carolina, Inc., in the expanded facility, as well as sales tax and other revenues to the County resulting from the expansion of PCB Piezotronics of North Carolina, Inc. It was expected that the expansion of PCB Piezotronics of North Carolina, Inc., would result in an additional 120 fulltime jobs and a taxable investment in the amount of \$2,175,000. As required by law, the County would contractually bind PCB Piezotronics of North Carolina, Inc., to make and maintain the target job creation and taxable investment. Also, during the December 2, 2019 Regular Meeting, the Board adopted the Grant Project Ordinance, Halifax County Industrial Building Expansion, regarding PCB Piezotronics of North Carolina, Inc.

After a brief discussion was held, Commissioner Qualls moved to proceed forward with the project and to appropriate funds from Fund Balance in the amount of approximately \$940,000 to be vigorously repaid by financing and if financing was not obtained due to a technicality with the Local Government Commission that the Board authorize that Fund Balance

be used and repaid by the company over ten years. Commissioner Manning seconded the motion, which passed unanimously by voice vote.

**6. Adjourn until December 11, 2019 Special Meeting at 2:30 P.M.**

After final thoughts, Commissioner Manning moved to adjourn the meeting until the December 11, 2019 Special Meeting. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

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Vernon J. Bryant, Chairman  
Halifax County Board of Commissioners

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Andrea H. Wiggins, MMC, NCCCC, Clerk to the Board  
Halifax County Board of Commissioners

**MINUTES  
HALIFAX COUNTY  
BOARD OF COMMISSIONERS  
JOINT SPECIAL MEETING  
DECEMBER 11, 2019**

***Note to Reader:** Although the printed agenda document for this Board meeting is not part of these minutes, the agenda document provides background information on most all of the items discussed by the Board at this meeting. The Clerk to the Board maintains the agenda document in accordance with the laws of North Carolina. One may see a copy of the agenda for this meeting by contacting the Clerk to the Board.*

The Halifax County Board of Commissioners held a Joint Special Meeting with the Weldon City Schools Board of Education on Wednesday, December 11, 2019, at 2:30 P. M. in the Weldon Middle School Media Center, 4489 Highway 301, Halifax, North Carolina.

**PRESENT:** Honorable J. Rives Manning, Jr., Vice Chairman  
Honorable Carolyn C. Johnson  
Honorable Marcelle O. Smith  
Honorable Vernon J. Bryant, Chairman  
Honorable T. Patrick W. Qualls  
Honorable Linda A. Brewer

**OTHERS:** Tony N. Brown, County Manager  
Andrea H. Wiggins, MMC, Clerk to the Board/Assistant to the County Manager  
M. Glynn Rollins, Jr., County Attorney  
Mary W. Duncan, Finance Director  
Ian M. Bumgarner, Senior Management Analyst

**PRESENT:** Weldon City Schools Board of Education  
Hugh Credle, Chairman  
James Williams, Vice Chairman  
Edith Jenkins

**OTHERS:** Tracy Gary, Weldon City Schools Superintendent  
Matilda Campbell, Weldon City Schools Finance Director  
Kenneth Turner, Weldon City Schools Maintenance Supervisor  
William Wooten, Weldon City Schools Human Resources Director  
Ron Brown, Weldon High School Principal  
André Stewart, Weldon Middle School Principal

**Call to Order**

Hugh Credle, Weldon City Schools Board of Education Chairman, called the meeting to order. Chairman Bryant called the Halifax County Board of Commissioners Meeting to order.

### **Invocation and Pledge of Allegiance**

Chairman Bryant provided the invocation and the Pledge of Allegiance was recited.

### **Adoption of the Agenda**

Commissioner Smith moved to approve the agenda as presented. Commissioner Qualls seconded the motion, which passed unanimously by voice vote.

### **Conflict of Interest**

There were no conflict of interest noted by any member of the Weldon City Schools Board of Education. There were no conflict of interest noted by any member of the Halifax County Board of Commissioners.

### **Notice of Special Meeting Pursuant to N. C. G. S. §153A-40(b)**

Chairman Bryant stated that the Joint Special Meeting was called pursuant to N. C. G. S. §153A-40(b). He inquired if each member of the Board of Commissioners had received a copy of the Notice of Special Meeting at least 48 hours prior to the time of the meeting. Each member of the Board of Commissioners responded that a copy of the Notice of Special Meeting had been received at least 48 hours prior to the Special Meeting.

#### **1. Weldon Middle School Tour**

Chairman Bryant stated that the purpose of the Joint Special Meeting was to tour the Weldon Middle School facility and to explore the option of locating the new Weldon High School on the Weldon Middle School site.

Kenneth Turner, Weldon City Schools Maintenance Supervisor, provided a comprehensive tour of the Weldon Middle School facility and pointed out several areas of constant moisture issues on the inside and outside of the building. A brief discussion was held regarding the feasibility of locating the new Weldon High School at the site of the existing Weldon Middle School facility.

#### **2. Adjournment**

With there being no further matters to come before the Boards, Commissioner Brewer moved to adjourn the Joint Special Meeting of the Halifax County Board of Commissioners and the Weldon City Schools Board of Education. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

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Vernon J. Bryant, Chairman  
Halifax County Board of Commissioners

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Andrea H. Wiggins, MMC, NCCCC, Clerk to the Board  
Halifax County Board of Commissioners

**MINUTES  
HALIFAX COUNTY  
BOARD OF COMMISSIONERS  
SPECIAL MEETING  
DECEMBER 16, 2019**

***Note to Reader:** Although the printed agenda document for this Board meeting is not part of these minutes, the agenda document provides background information on most all of the items discussed by the Board at this meeting. The Clerk to the Board maintains the agenda document in accordance with the laws of North Carolina. One may see a copy of the agenda for this meeting by contacting the Clerk to the Board.*

The Halifax County Board of Commissioners held a Special Meeting on Monday, December 16, 2019, 10:00 A. M., at the Odom Correctional Institution, 485 Odom Prison Road, Jackson, North Carolina.

**PRESENT:** Honorable J. Rives Manning, Jr., Vice Chairman  
Honorable Carolyn C. Johnson  
Honorable Vernon J. Bryant, Chairman  
Honorable T. Patrick W. Qualls  
Honorable Linda A. Brewer

**ABSENT:** Honorable Marcelle O. Smith

**OTHERS:** Tony N. Brown, County Manager  
Andrea H. Wiggins, MMC, Clerk to the Board/Assistant to the County Manager  
M. Glynn Rollins, Jr., County Attorney  
Dia H. Denton, Deputy County Manager  
Mary W. Duncan, Finance Director  
Renee Perry, Human Resources Management Director  
Ian M. Bumgarner, Senior Management Analyst  
Ed Johnson, Operations Director  
S. Wes Tripp, Sheriff, Sheriff's Office  
Scott Hall, Chief Deputy, Sheriff's Office

**PRESENT:** North Carolina Department of Public Safety, Odom Correctional Institution  
Gail Collins, Eastern Region Operations Manager  
LaShonda Scott, Associate Warden  
Christopher Rolfe, Correctional Lieutenant  
Jeremy Phelps, Maintenance Manager  
Michelle McClendon, Food Service Supervisor  
Jeffrey OBriant, Director of Engineering  
Robert Gron, Deputy Director of Engineering

**Call to Order**

Chairman Bryant called the meeting to order.

**Invocation and Pledge of Allegiance**

Commissioner Qualls provided the invocation and the Pledge of Allegiance was then recited.

**Adoption of the Agenda**

Commissioner Manning moved to adopt the agenda as presented. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

**Conflict of Interest**

There was no conflict of interest noted by any member of the Board.

**Notice of Special Meeting pursuant to N. C. G. S. §153A-40(b)**

Chairman Bryant stated that the Special Meeting was called pursuant to N. C. G. S. §153A-40(b). He inquired if each member of the Board had received a copy of the Notice of Special Meeting at least 48 hours prior to the time of the meeting. Each member of the Board responded that a copy of the Notice of Special Meeting was received at least 48 hours prior to the Special Meeting.

**1. Odom Correctional Institution Tour**

Chairman Bryant stated that the purpose of the Special Meeting was to tour the Odom Correctional Institution that was no longer in use in an effort to explore the feasibility of using the facility as a jail expansion.

Christopher Rolfe, Correctional Lieutenant, provided a comprehensive tour of the inside and outside of the Odom Correctional Institution.

**2. Adjournment**

Commissioner Manning moved to adjourn the Special Meeting of the Halifax County Board of Commissioners. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

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Vernon J. Bryant, Chairman  
Halifax County Board of Commissioners



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Andrea H. Wiggins, MMC, NCCCC, Clerk to the Board  
Halifax County Board of Commissioners



**AGENDA**  
**Halifax County Board of Commissioners**  
**Regular Meeting**

**TO:** Halifax County Board of Commissioners

**FROM:** Mary W. Duncan, Finance Director

**SUBJECT:** Budget Amendments

**DATE:** March 9, 2020 Regular Meeting

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**SUPPORTING INFORMATION:**

Attached, please find a copy of the budget amendments which transfer funds between accounts or changes the originally adopted budget due to increases and/or decreases as a result of federal/state funding authorizations, fees or insurance reimbursements.

**ATTACHMENTS:**

Description

- ▢ BA Coversheet
- ▢ BA for 3-9-20

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**TOTAL COST:**0

**COUNTY COST:**0

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**REQUEST:** Approve the budget amendments

**Budget Amendments****Fiscal Year 19 - 20****March 9, 2020**

1	<b>General Government</b> - Reverse original Aging Donation budget for Meals on Wheels	\$ 2,000.00
2	<b>Transfer &amp; Support Services</b> - Carry forward available budget from FY 19 for Lake Gaston Weed Control	58,000.00
3	<b>Transfer &amp; Support Services</b> - Post revenue from sale of Home Health & Hospice against expenses	30,171.92
4	<b>Cooperative Extension - Farmer's Market</b> - Budget Fall revenues for year round utility expense	100.00
5	<b>Aging</b> - Post revised budget for donations to Meals on Wheels for FY 20	905.00
6	<b>JCPC - Resolve It Together</b> - Budget additional funds received per funding authorization	8,202.00
7	<b>Sheriff</b> - Budget insurance claim reimbursement for an at-fault motor vehicle accident	7,184.17
8	<b>Sheriff</b> - Budget insurance claim reimbursement for an at-fault motor vehicle accident	5,871.25
9	<b>Sheriff</b> - Carry-forward fees earned in FY 19 from ACP and other security duties	30,000.00
10	<b>Cooperative Extension - Extension Agent Programs</b> - Budget additional revenue from donations and fees	545.36
11	<b>Cooperative Extension - 4H Account</b> - Budget additional revenue from donations and fees	1,400.00
12	<b>Public Utilities - Solid Waste Division</b> - Budget additional interest earned for safety rail installation per Risk Management	15,000.00

Approved: March 9, 2020

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Vernon J. Bryant  
Chairman

# BUDGET AMENDMENT

Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
110-4410-4315-01 Aging-Dontns Meals on Wheel	2,000.00		GENERAL GOVERNMENT
110-4410-4991-00 Fund Balance		2,000.00	REVERSE ORIGINAL BUDGET
<b>TOTALS</b>	2,000.00	2,000.00	

- \* To **increase** a **revenue** line item, you credit - to decrease, you debit
- \* To **increase** an **expense** line item, you debit - to decrease, you credit

Approval for Performance Compensation	
Human Resources Director	Date

Program Director	Date
	2-5-20
Department / Agency Head	Date
County Manager or Deputy County Manager or County Commissioner Chairman	Date

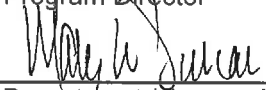
# BUDGET AMENDMENT

Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
110-5128-5499-21 Lake Gaston Weed Ctrl Council	58,000.00		TRANSFER AND SUPPORT SERVICES
110-4410-4991-00 Fund Balance		58,000.00	Carry forward available balance from FY18-19
<b>TOTALS</b>	58,000.00	58,000.00	

\* To **increase** a **revenue** line item, you credit - to decrease, you debit

\* To **increase** an **expense** line item, you debit - to decrease, you credit

Approval for Performance Compensation	
Human Resources Director	Date

Program Director	Date
	2-12-20
Department / Agency Head	Date

County Manager or Deputy County Manager or County Commissioner Chairman	Date
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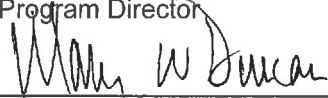
# BUDGET AMENDMENT

Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
110-5128-5192-00 Professional/Legal Services	25,000.00		TRANSFER AND SUPPORT SERVICES
110-5128-5190-00 Vacation Pay	5,171.92		CLOSING COSTS FOR HOME HEALTH SALE
110-4410-4310-49 Real Prop Sale Proceeds		30,171.92	
<b>TOTALS</b>	30,171.92	30,171.92	

\* To **increase** a **revenue** line item, you credit - to decrease, you debit

\* To **increase** an **expense** line item, you debit - to decrease, you credit

Approval for Performance Compensation	
Human Resources Director	Date

Program Director	Date
	2.5.20
Department / Agency Head	Date


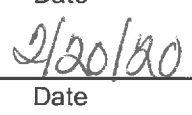
County Manager or Deputy County Manager or County Commissioner Chairman	Date
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## BUDGET AMENDMENT

Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
110-5949-5331-00 - Lights	100.00		Cooperative Extension - Farmers Market
110-4410-4310-74		100.00	Budget additional funds
<b>TOTALS</b>	100.00	100.00	

- \* To **increase** a **revenue** line item, you credit - to decrease, you debit  
 \* To **increase** an **expense** line item, you debit - to decrease, you credit

Approval for Performance Compensation	
<div style="border-top: 1px solid black; width: 100%;"></div>	<div style="border-top: 1px solid black; width: 100%;"></div>
Human Resources Director	Date

Program Director	Date
	
Department / Agency Head	Date

County Manager or Deputy County Manager or County Commissioner Chairman	Date
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# BUDGET AMENDMENT

Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
110-6860-5290-00 Other Supplies & Materials	905.00		AGING-DONATIONS MEALS ON WHEELS
110-4410-4315-01 Aging-Dontns Meals on Wheel		905.00	TO POST ACTUAL BUDGET
<b>TOTALS</b>	905.00	905.00	

\* To **increase** a **revenue** line item, you credit - to decrease, you debit

\* To **increase** an **expense** line item, you debit - to decrease, you credit

Approval for Performance Compensation	
Human Resources Director	Date

Program Director	Date
<i>Mary W Duncan</i>	2-5-20
Department / Agency Head	Date
County Manager or Deputy County Manager or County Commissioner Chairman	Date



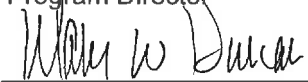
# BUDGET AMENDMENT

Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
110-6872-5390-01 JCPC-Resolve It Together	8,202.00		JCPC-RESOLVE IT TOGETHER
110-4583-4330-52 JCPC-Resolve It Together		8,202.00	To budget additional funds per JCPC Program Revision Agreement
<b>TOTALS</b>	8,202.00	8,202.00	

\* To **increase** a **revenue** line item, you credit - to decrease, you debit

\* To **increase** an **expense** line item, you debit - to decrease, you credit

Approval for Performance Compensation	
Human Resources Director	Date

Program Director	Date
	2-12-20
Department / Agency Head	Date

County Manager or Deputy County Manager or County Commissioner Chairman	Date
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## BUDGET AMENDMENT

Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
110-9200-5353-00 / Maint & Repair - Auto	7,184.17		Sheriff
110-4410-4839-97 / Insurance Claims Reimb		7,184.17	To budget insurance claims reimbursement for an at fault accident
TOTALS	7,184.17	7,184.17	

\* To increase a revenue line item, you credit - to decrease, you debit

\* To increase an expense line item, you debit - to decrease, you credit

Approval for Performance Compensation

Human Resources Director

Date

Program Director

Date

*Wally W. Lucca*  
Department / Agency Head

*2-17-20*  
Date

*W*  
County Manager or  
Deputy County Manager or  
County Commissioner Chairman

Date

## BUDGET AMENDMENT

Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
110-9200-5353-00 / Maint & Repair - Auto	5,871.25		Sheriff
110-4410-4839-97 / Insurance Claims Reimb		5,871.25	To budget insurance claims reimbursement for an at fault accident
<b>TOTALS</b>	<b>5,871.25</b>	<b>5,871.25</b>	

\* To **increase** a **revenue** line item, you credit - to decrease, you debit

\* To **increase** an **expense** line item, you debit - to decrease, you credit

Approval for Performance Compensation

Human Resources Director

Date

Program Director

Date

*W. W. Dumas*  
Department / Agency Head

*2-16-20*  
Date

County Manager or  
Deputy County Manager or  
County Commissioner Chairman

Date

## BUDGET AMENDMENT

Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
110-9300-5353-00 / Maint & Rep Vehicles	30,000.00		Sheriff's Dept
110-4410-4991-00 / Fund Balance		30,000.00	To budget security fees received in the prior fiscal year
<b>TOTALS</b>	<b>30,000.00</b>	<b>30,000.00</b>	

\* To **increase** a **revenue** line item, you credit - to decrease, you debit

\* To **increase** an **expense** line item, you debit - to decrease, you credit

Approval for Performance Compensation

Human Resources Director

Date

Program Director

Date

Department / Agency Head

Date

County Manager or

Date

Deputy County Manager or

County Commissioner Chairman

# BUDGET AMENDMENT

Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
127-5955-5290-18 - OS&M - Ag materials	40.00		Cooperative Extension - Extension Agent Programs
127-5955-5290-29 - OS&M/Master Gardeners	295.36		Budget additional funds
127-5955-5920-00 - Rosenwald School Repairs	100.00		
127-5955-5290-17 - OS&M/ CMH	110.00		
127-4500-4310-00 - Fees		40.00	
127-4500-4310-73 - MG Fees		295.36	
127-4500-4320-19 - Rosenwald School Repairs		100.00	
127-4500-4839-03 - Miscellaneous Revenue		110.00	
<b>TOTALS</b>	545.36	545.36	

\* To **increase** a **revenue** line item, you credit - to decrease, you debit

\* To **increase** an **expense** line item, you debit - to decrease, you credit

Approval for Performance Compensation

Human Resources Director

Date

revised 9/16/14

Program Director

Date

*Arthur Whitehead*  
Department / Agency Head

*2/20/20*  
Date

County Manager or

Date

Deputy County Manager or

County Commissioner Chairman

FIN BA 01

# BUDGET AMENDMENT

Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
129-5957-5398-12 - 4H Miscellaneous Activities	1,250.00		Cooperative Extension - 4H Acct
129-5957-5290-36 -OS&M/Hrs Lvst Arena	150.00		Budget additional funds
129-4502-4490-10- 4H Miscellaneous Activities		1,250.00	
129-5957-5290-36- Fees/Don Hrs Lvst Arena		150.00	
<b>TOTALS</b>	1,400.00	1,400.00	

\* To **increase** a **revenue** line item, you credit - to decrease, you debit

\* To **increase** an **expense** line item, you debit - to decrease, you credit

Approval for Performance Compensation

Human Resources Director

Date

Program Director

Date

Arthur Whithead @

2/20/20  
Date

Department / Agency Head

County Manager or

Date

Deputy County Manager or

County Commissioner Chairman

## BUDGET AMENDMENT

Account Number / Name	Debit	Credit	Explanation
666-9905-5550-01 Tools & Equip	15,000.00		Public Utilities - Solid Waste/Collections Division
666-4740-4831-00 Interest Earned		15,000.00	Budget additional interest earned to install safety railings at 7 convenience sites
			as suggested by the NCACC Risk Management Coordinator
<b>TOTALS</b>	15,000.00	15,000.00	

- \* To **increase** a **revenue** line item, you credit - to decrease, you debit  
 \* To **increase** an **expense** line item, you debit - to decrease, you credit

Approval for Performance Compensation

 \_\_\_\_\_  
 Human Resources Director Date

Program Director

Date

  
 Department / Agency Head

 2/5/20  
 Date

 \_\_\_\_\_  
 County Manager or  
 Deputy County Manager or  
 County Commissioner Chairman

Date



**AGENDA**  
**Halifax County Board of Commissioners**  
**Regular Meeting**

**TO:** Halifax County Board of Commissioners

**FROM:** Doris Hawkins, Halifax County Tax Collector

**SUBJECT:** Property Tax Refund and Releases - February 2020

**DATE:** March 9, 2020 Regular Meeting

---

**SUPPORTING INFORMATION:**

**Minnie Parker; 36401 Hwy 903, Scotland Neck NC 27874**

*Parcel 0803025: Town of Hobgood tax applied but property is not located within the municipality*

2015-Town of Hobgood	\$ 153.45
2016-Town of Hobgood	\$ 152.29
2017-Town of Hobgood	\$ 154.04
2018-Town of Hobgood	\$ 169.91
<b>TOTAL</b>	<b>\$ 629.69</b>

**ATTACHMENTS:**

Description

- ▣ N.C.G.S. 105-381 Taxpayer's remedies

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**TOTAL COST:**

**COUNTY COST:**

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**REQUEST:** Approve the February 2020 property tax refund and releases. The releases report will be provided after the month-end process is completed on the last business day of the month.



**§ 105-381. Taxpayer's remedies.**

(a) Statement of Defense. – Any taxpayer asserting a valid defense to the enforcement of the collection of a tax assessed upon his property shall proceed as hereinafter provided.

- (1) For the purpose of this subsection, a valid defense shall include the following:
  - a. A tax imposed through clerical error;
  - b. An illegal tax;
  - c. A tax levied for an illegal purpose.
- (2) If a tax has not been paid, the taxpayer may make a demand for the release of the tax claim by submitting to the governing body of the taxing unit a written statement of his defense to payment or enforcement of the tax and a request for release of the tax at any time prior to payment of the tax.
- (3) If a tax has been paid, the taxpayer, at any time within five years after said tax first became due or within six months from the date of payment of such tax, whichever is the later date, may make a demand for a refund of the tax paid by submitting to the governing body of the taxing unit a written statement of his defense and a request for refund thereof.

(b) Action of Governing Body. – Upon receiving a taxpayer's written statement of defense and request for release or refund, the governing body of the taxing unit shall within 90 days after receipt of such request determine whether the taxpayer has a valid defense to the tax imposed or any part thereof and shall either release or refund that portion of the amount that is determined to be in excess of the correct tax liability or notify the taxpayer in writing that no release or refund will be made. The governing body may, by resolution, delegate its authority to determine requests for a release or refund of tax of less than one hundred dollars (\$100.00) to the finance officer, manager, or attorney of the taxing unit. A finance officer, manager, or attorney to whom this authority is delegated shall monthly report to the governing body the actions taken by him on requests for release or refund. All actions taken by the governing body or finance officer, manager, or attorney on requests for release or refund shall be recorded in the minutes of the governing body. If a release is granted or refund made, the tax collector shall be credited with the amount released or refunded in his annual settlement.

(c) Suit for Recovery of Property Taxes. –

- (1) Request for Release before Payment. – If within 90 days after receiving a taxpayer's request for release of an unpaid tax claim under (a) above, the governing body of the taxing unit has failed to grant the release, has notified the taxpayer that no release will be granted, or has taken no action on the request, the taxpayer shall pay the tax. He may then within three years from the date of payment bring a civil action against the taxing unit for the amount claimed.
- (2) Request for Refund. – If within 90 days after receiving a taxpayer's request for refund under (a) above, the governing body has failed to refund the full amount requested by the taxpayer, has notified the taxpayer that no refund will be made, or has taken no action on the request, the taxpayer may bring a civil action against the taxing unit for the amount claimed. Such action may be brought at any time within three years from the expiration of the period in which the governing body is required to act.

(d) Civil Actions. – Civil actions brought pursuant to subsection (c) above shall be brought in the appropriate division of the general court of justice of the county in which the taxing unit is located. If, upon the trial, it is determined that the tax or any part of it was illegal or levied for an illegal purpose, or excessive as the result of a clerical error, judgment shall be

rendered therefor with interest thereon at six percent (6%) per annum, plus costs, and the judgment shall be collected as in other civil actions. (1901, c. 558, s. 30; Rev., s. 2855; C. S., s. 7979; 1971, c. 806, s. 1; 1973, c. 564, s. 3; 1977, c. 946, s. 2; 1985, c. 150, s. 1; 1987, c. 127.)



**AGENDA**  
**Halifax County Board of Commissioners**  
**Regular Meeting**

**TO:** Halifax County Board of Commissioners

**FROM:** Michael Pittman

**SUBJECT:** Juvenile Crime Prevention Council Program Grant

**DATE:** March 9, 2020 Regular Meeting

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**SUPPORTING INFORMATION:**

Attached, please find a copy of the Juvenile Crime Prevention Council Program Grant application for 2020-2021 FY

**ATTACHMENTS:**

Description

▯ JCPC Grant application 20-21

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**TOTAL COST:**\$217,949

**COUNTY COST:**In-kind (office space)

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**REQUEST:** Approval to apply for and accept funds, if awarded, for continuing Juvenile Crime Prevention Council Program Grant.



# North Carolina Department of Public Safety

## JCPC Program - Program Application \*\*\*DRAFT\*\*\*

SECTION I A	SPONSORING AGENCY AND PROGRAM INFORMATION		
<b>FUNDING PERIOD:</b>	FY 20-21	<b>DPS/JCPC FUNDING # (cont only)</b>	842-XXXX
<b>COUNTY:</b>	Halifax	<b>AREA:</b>	Eastern Area
<b>Multi-County:</b>	No	<b>Multi-Components</b>	Yes
<b>NAME OF PROGRAM:</b>		Operation Restart	

<b>SPONSORING AGENCY:</b>	Halifax County Cooperative Extension		
<b>SPONSORING AGENCY PHYSICAL ADDRESS:</b>	359 Ferrell Lane Halifax NC 27839		
<b>SPONSORING AGENCY MAILING ADDRESS:</b>	PO Box 37 Halifax NC 27839		
<b>TYPE:</b>	Public	<b>FEDERAL ID #</b>	56-6001836

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
28574	Operation Restart/Restitution/Community Service	Restitution/Community Service	\$ 95,200
28575	Operation Restart/Interpersonal Skill	Interpersonal Skill Building	\$ 122,749
<b>Total cost of components:</b>			\$ 217,949

### Program Manager Name & Address *(same person on signature page)*

<b>Name:</b>	Michael Pittman	<b>Title:</b>	Program Director		
<b>Mailing Address:</b>	PO Box 37	<b>City:</b>	Halifax	<b>Zip:</b>	27839
<b>Phone:</b>	(252) 583-3684	<b>Fax:</b>	(252) 583-1683	<b>E-mail:</b>	michael_pittman@ncsu.edu

### Contact Person *(if different from program manager)*

<b>Name:</b>	Michael Pittman	<b>Title:</b>	Program Director		
<b>Mailing Address:</b>	PO Box 37	<b>City:</b>	Halifax	<b>Zip:</b>	27839
<b>Phone:</b>	(252) 583-3684	<b>Fax:</b>	(252) 583-1683	<b>E-mail:</b>	michael_pittman@ncsu.edu

### Program Fiscal Officer *(cannot be program manager)*

<b>Name:</b>	Mary Duncan	<b>Title:</b>	County Finance Director		
<b>Mailing Address:</b>	PO Box 38	<b>City:</b>	Halifax	<b>Zip:</b>	27839
<b>Phone:</b>	(252) 583-3771	<b>Fax:</b>		<b>E-mail:</b>	duncanm@halifaxnc.com

SECTION I B	PROGRAM COMPONENT DESCRIPTION
COMPONENT ID #	COMPONENT INFORMATION
28574	<p><b>NAME OF COMPONENT:</b> Operation Restart/Restitution/Community Service</p> <p><b>BRIEF DESCRIPTION:</b> Operation Restart Restitution Program is designed to provide opportunities for juveniles to be held accountable for their actions to the community and their victims through performing supervised community service work and or monetary payment within the timeline stipulated in the court orders or diversion contracts.</p>

COMPONENT ID #	COMPONENT INFORMATION
28575	<p><b>NAME OF COMPONENT:</b> Operation Restart/Interpersonal Skill</p> <p><b>BRIEF DESCRIPTION:</b> Operation Restart Program is designed to provide interpersonal skill building. Through the Cooperative Learning Model, Operation Restart will help teach positive human relationships, multiple intelligent systems, positive independence, and individual accountability. Through the model, the program will provide structured activities that teach positive working relationships, how to set and reach clear learning and behavioral goals, and strategies to help youth complete tasks.</p>

<b>SECTION II</b>		<b>COMPONENT STATISTICAL INFORMATION</b>			
Multi-Components Yes					
<b>Component Service Statistics</b>		<b>PROGRAM COMPONENT INFORMATION - APPLICATION YEAR</b>			
<b>Component Name:</b> Operation Restart/Restitution/Community Service					<b>Component ID #</b> 28574
<b>What is this component's maximum client capacity at any given time?</b>					37
Frequency of client contact per month:	8		Anticipated Average Length of Stay:	180	Days
Total Component Cost:	\$95,200	÷ by	Estimated # to be served during funding period:	60	
<b>Estimated Average Cost Per Youth:</b>			<b>\$1,587</b>		
Applies to continuation programs only.	Actual number of youth admitted FY 18-19:			33	
	33	Number of admissions Juvenile Justice Referred		100% of total admissions	
	0	Number of admissions Law Enforcement Referred		0% of total admissions	
	0	Number of admissions District Court Referred		0% of total admissions	

SECTION III	COMPONENT SUMMARY
<b>NAME OF COMPONENT:</b>	Operation Restart/Restitution/Community Service
<p><b>1. Statement of the Problem:</b> <i>In concise terminology, describe how the program will address continuum need(s) in the county.</i></p> <p>Operation Restart had 40 youth involved in the Community Service/Restitution Program. Operation Restart/Community Service/Restitution programs proposes to introduce and equip our youth with the ability to make responsible decisions, manage their anger and develop social skills that society demands. As they work to pay back restitution through community service, they will develop a positive attitude, develop self control and respect for themselves and authority. Absence of positive role models, lack of positive self-esteem, lack of respect for authority and the inability to accept discipline, lack of self control, need for instant gratification and negative influence of peers are just a few of the elements that plague our youth.</p>	
<p><b>2. Target Population:</b> <i>Describe the target population, including age, and the steps taken to insure that the target population is served.</i></p> <p>1) Youth from 9 - 17 years of age  2) Adjudicated delinquent-insured by court order and Juvenile Court Counselor  3) Diverted at intake - insured by referral from Juvenile Services Intake Counselor</p>	
<p><b>3. Program Goal(s):</b> <i>Provide a brief statement to describe the overall purpose of the program.</i></p> <p>Volunteer work supervisors will provide positive role models, clear and concise instructions, support and positive feedback, and evaluation for those involved in Restitution/Community Service. As a result, the youth will gain a sense of responsibility for wrong doing, a sense of contribution to the community, an understanding of the victim's perspective and a better image of self and self-control. The client will make a significant contribution to the community and if ordered, repay the victim for losses impacted from their negative involvement in criminal activity.</p>	
<p><b>4. Measurable Objective(s):</b> <i>State in measurable terms (%) the intended effect of the program on specific undisciplined and/or delinquent behaviors. Example: anticipated reductions in court referrals, runaway behavior, disruptive behavior at school, anticipated improved school attendance and academic achievement. These objectives must include impact on participants.</i></p> <p>70% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.  70% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.  70% Clients will complete restitution or community service within the timeframe permitted by JCPC policy.  80% Clients will demonstrate accountability by actively participating in restitution/community service activities.  70% Clients will have no new adjudications for a complaint with an offense date after the admission date.  70% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.  70% Clients will have no new complaints with an offense date after the admission date.</p>	
<p><b>5. Elevated Risks and Needs:</b> <i>Describe how you will address one or more of the Elevated Risk and Needs of adjudicated juveniles listed in the local JCPC Request for Proposal.</i></p> <p>There are significant peer pressure problems with youth in general and even more significant problems of adjudicated</p>	

SECTION III	COMPONENT SUMMARY
<b>NAME OF COMPONENT:</b>	Operation Restart/Restitution/Community Service
<p>youth. One of the actions of the restitution component that will help address the peer pressure will be the group activities in which the youth will be involved. Working together as a team will promote good social behavior, good decision making, and the ability to be led by others. The available agency work sites in the community can be a venue to help promote this, having a positive role model in their lives also. We can also provide a leadership program for those youth who successfully complete the program.</p>	



SECTION IV	COMPONENT NARRATIVE (attach for each component)
<b>NAME OF COMPONENT:</b>	Operation Restart/Restitution/Community Service
<p><b>1. Location:</b> <i>List physical address(es) and describe where program services are delivered.</i></p> <p>The main location for the Operation Restart/Community Service/Restitution Program will be in the Halifax County Agricultural Center - Cooperative Extension, (359 Ferrell Lane, Halifax, NC 27839). The various activities will be performed throughout the communities of Halifax County. The youth will be given the opportunity to service public or nonprofit organizations that are age appropriate for restitution/community service referrals.</p>	
<p><b>2. Operation:</b> <i>Describe the daily/weekly schedule of program operation.</i></p> <p>The various activities will be performed throughout the communities of Halifax County. The youth will be given the opportunity to service public and nonprofit organizations that are age appropriate for restitution/community service referrals. Work sites that are established and willing to accept our at-risk population will be the venue to place the youth back in his/her community. During the summer the youth will work Monday through Thursday 8am - 4pm. During the school semester the youth will work Tuesday through Thursday 3pm - 6pm and 2 Saturdays out of each month 8am - 3pm.</p> <p>Operation Restart will be offering a GED class through HCC. The program will be offered to clients 16 - 18 referred through the juvenile court system, due to dropouts. The classes will be held Monday - Thursday beginning at 1pm - 4:30pm.</p> <p>Operation Restart will be responsible for transportation to these classes. Raise of Age is also included in this program.</p>	
<p><b>3. Staff Positions:</b> <i>Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.</i></p> <p>The program employs:</p> <p>Director (BA Degree) who is responsible for not only direct services to the clients and families, but also supervising program assistants, and the Program Coordinator. This is a full time position working 40 hours weekly.</p> <p>Program Coordinator (full-time BA Degree; responsibilities include but are not limited to: overseeing client files, providing transportation assistance, schedule work sites for clients, recruit new work sites and volunteer supervisors for group activities, and any other specifics given by the direction of the Program Director.</p> <p>Part time assistant (13 - 15 hrs) work experience and high school graduate. Part-time Program Assistant responsibilities include but are not limited to assisting Program Coordinator with supervision, monitoring and transportation of juvenile referrals.</p>	
<p><b>4. Service Type SPEP:</b> <i>Describe implementation to include:</i></p> <p>Primary Service: Restitution / Community Service; Secondary Service: None</p>	
<p><b>5. Admission Process:</b> <i>Describe the specific referral, screening, admission process (including timeline), the staff responsible for making decisions about admissions and reasons why a referral may not be accepted.</i></p> <p>All referrals shall be screened by our Juvenile Chief Court Counselor and Juveniles Intake Counselor then processed to the program as a written referral. The family will be given in-depth information on program guidelines and the</p>	

SECTION IV	COMPONENT NARRATIVE (attach for each component)
<b>NAME OF COMPONENT:</b>	Operation Restart/Restitution/Community Service
	<p>structure that will be available to help complete the ordered obligations from the court through an individual service plan. The youth will be given an opportunity to pick from a list of work sites available to them in their community and receive a calendar of scheduled group activities available fro the month. The staff will be available on the 1st and 3rd Thursdays of the month in an effort to expedite screening.</p>
	<p><b>6. Termination Process:</b> <i>Describe the termination process to include the staff responsible for making decisions and the criteria for a successful termination, satisfactory termination, unsuccessful completion and non-compliant termination.</i></p> <p>Termination will be granted once the youth has completed the obligations ordered by Juvenile Services and the courts. The youth, along with the parents/guardian, will receive information regarding the status of completion. This information will also be forwarded to the Juvenile Court Counselors. Youth that are not successful or complete with an unsatisfactory termination normally have not followed the rules and regulations outlined by the program.</p> <p><i>How is the referring agency involved with the termination process?</i></p> <p>Termination will be granted once the youth has completed his/her obligation ordered by Juvenile Services and the courts. The youth, along with the parent(s)/guardian(s) will receive information regarding the status of completion. This information will also be forwarded to the Juvenile Court Counselors.</p>
	<p><b>7. Referring Agency Interaction:</b> <i>Describe the interaction with juvenile court counselors and/or other referring agencies including how client progress will be communicated.</i></p> <p>There will be daily, weekly, and monthly communication with the referring agency to ensure their clients are being serviced to their expectations. Juvenile Court Counselors will be given written documentations n a monthly basis that will reflect clients' progress in the program. All counselors will be informed of any incidents that occur with their clients as they arise. Juvenile Court Counselors will have access to any information maintained in the clients' file as it relates to their particular case.</p>
	<p><b>8. Intervention/Treatment:</b> <i>Describe specifically what the component will do to redirect inappropriate youth behavior or how the component will address the identified needs of the youth and family. What interventions will typically be utilized in this component and how will parents/guardians be involved?</i></p> <p>This program will provide the juvenile with an understanding of the consequences of actions by requiring the juvenile to sacrifice personal time to perform a service to the community in order to help make amends for the wrong they have done to the community through their delinquent acts. Juveniles will be exposed to positive role models in the form of work site supervisors in the community who can also begin to model appropriate work, interpersonal and communication skills to assist the juveniles in beginning to become a more productive citizens. Parents are required to participate in the intake process and learn the expectations of the program along with the juvenile.</p>
	<p><b>9. Best Practice Model:</b> <i>Describe what model or evidence-supported/best practice the program is based upon.</i></p> <p>Restitution is defined by SPEP as an effective program for juvenile delinquents. Operation Restart will use restitution and community service for both adjudicated and diverted juveniles. It is a required sanction in the dispositional chart for both Level I and Level II juveniles.</p> <p>In addition to performing uncompensated work, participants are provided close case supervision and mentoring on the part of the coordinator and volunteer worksite supervisors who model appropriate work ethic and skills necessary to</p>

SECTION IV	COMPONENT NARRATIVE (attach for each component)
<b>NAME OF COMPONENT:</b>	Operation Restart/Restitution/Community Service
employability	

<b>SECTION II</b>		<b>COMPONENT STATISTICAL INFORMATION</b>			
Multi-Components Yes					
<b>Component Service Statistics</b>		<b>PROGRAM COMPONENT INFORMATION - APPLICATION YEAR</b>			
<b>Component Name:</b> Operation Restart/Interpersonal Skill					<b>Component ID #</b> 28575
<b>What is this component's maximum client capacity at any given time?</b>					60
Frequency of client contact per month:	12		Anticipated Average Length of Stay:	365	Days
Total Component Cost:	\$122,749	÷ by	Estimated # to be served during funding period:	60	
<b>Estimated Average Cost Per Youth:</b>			<b>\$2,046</b>		
Applies to continuation programs only.	Actual number of youth admitted FY 18-19:			39	
	38	Number of admissions Juvenile Justice Referred		97.44% of total admissions	
	0	Number of admissions Law Enforcement Referred		0% of total admissions	
	0	Number of admissions District Court Referred		0% of total admissions	

SECTION III	COMPONENT SUMMARY
<b>NAME OF COMPONENT:</b>	Operation Restart/Interpersonal Skill
<p><b>1. Statement of the Problem:</b> <i>In concise terminology, describe how the program will address continuum need(s) in the county.</i></p> <p>Operation Restart had 72 youth involved in the Interpersonal Skills program. Operation Restart proposes to introduce and equip our youth to make responsible decisions, manage their anger and develop social skills that society demands. Absence of positive role models, lack of positive self-esteem, lack of respect for authority and the inability to accept discipline, lack of self control, need for instant gratification and negative influence of peers.</p>	
<p><b>2. Target Population:</b> <i>Describe the target population, including age, and the steps taken to insure that the target population is served.</i></p> <p>The populations we are supposed to serve are Halifax County youth ages 7 - 17 referred by North Carolina Department of Public Safety Adult Correction and Juvenile Justice. They include juveniles on probation, juveniles that have completed their probation period, undisciplined or delinquent youth diverted at intake, or at the discretion of the Intake Counselor, youth on post release supervision (PRS) from the Youth Development Center (YDC); and returnees from out of home placement, ex: Therapeutic Foster Care, Multipurpose Group Home, DSS, school</p>	
<p><b>3. Program Goal(s):</b> <i>Provide a brief statement to describe the overall purpose of the program.</i></p> <p>In order to reduce court involvement and reduce youth recidivism, we propose to offer the following interpersonal skills curriculum offered through a variety of classes on a weekly basis: critical thinking skills, decision making, getting along with peers, personal conflict management, employability skills, addressing the challenges of life, family management and family conflict, including to but not limited to the following: building self-esteem in children, nutrition and exercise, health and hygiene, and successful transition into the community.</p>	
<p><b>4. Measurable Objective(s):</b> <i>State in measurable terms (%) the intended effect of the program on specific undisciplined and/or delinquent behaviors. Example: anticipated reductions in court referrals, runaway behavior, disruptive behavior at school, anticipated improved school attendance and academic achievement. These objectives must include impact on participants.</i></p> <p>70% Clients will have no new adjudications for a complaint with an offense date after the admission date.</p> <p>70% Clients will have no new complaints with an offense date after the admission date.</p> <p>70% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.</p> <p>70% Clients will demonstrate improvement in targeted skills identified in the individual service plan.</p> <p>70% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.</p> <p>70% Clients will reduce specific problem behaviors presented at referral and targeted in the individual service plan.</p> <p>70% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.</p>	
<p><b>5. Elevated Risks and Needs:</b> <i>Describe how you will address one or more of the Elevated Risk and Needs of adjudicated juveniles listed in the local JCPC Request for Proposal.</i></p> <p>There are significant peer problems with youth in general and even more significant problems of adjudicated youth. One of the programs developed to address peer pressure is weekly youth rap sessions which allow youth to discuss</p>	

SECTION III	COMPONENT SUMMARY
<b>NAME OF COMPONENT:</b>	Operation Restart/Interpersonal Skill
<p>openly among peers the pressures to conform regarding substance abuse, teen pregnancy, and criminal behavior. By allowing the youth to express their concerns in a safe environment we find that they have the ability, with the support of adult leaders, to determine their own productive solutions.</p>	

SECTION IV	COMPONENT NARRATIVE (attach for each component)
<b>NAME OF COMPONENT:</b>	Operation Restart/Interpersonal Skill
<p><b>1. Location:</b> <i>List physical address(es) and describe where program services are delivered.</i></p> <p>The main address for Operation Restart/Restitution Program will be held at the Halifax County Agriculture Center/ Cooperative Extension 359 Ferrell Lane, Halifax, NC 27839.</p>	
<p><b>2. Operation:</b> <i>Describe the daily/weekly schedule of program operation.</i></p> <p>Clients participate in after-school programs for tutoring and enrichment. Special weekend activities are planned two Saturdays per month. Interpersonal skill activities are planned twice per month to teach good citizenship. Parent's curriculum focuses on good social skills, consistency and appropriate behavior management. Life skills and employability skills are offered to strengthen children and families. Interpersonal skills will be delivered daily during after-school classroom sessions. Cognitive skills and anger management will be provided once per week. Clients are transported to group sessions and recreational activities.</p> <p>Daily activities consist of after-school sessions for enrichment and tutoring. Checking with teachers, parents and community leaders on the follow up of clients that are based within these settings. There are special weekends and activities planned.</p> <p>Times are Tuesdays, Wednesdays, and Thursdays from 3pm - 7pm and the first and third Saturday of each month.</p> <p>Operation Restart will be offering a GED class through HCC. The program will be offered to clients 16-18 referred through the Juvenile Court System due to dropouts. Classes will be held Monday - Thursday, 1pm-4:30pm. OR will be responsible for transportation to these classes. Raise of Age is also included in this program.</p> <p>Operation Restart Interpersonal Skills will be offering prevention classes through the local school systems in the Middle School setting. The target population will be at risk students in middle school with 10 students per setting. The time will be 10am-11:30am at the schools on Mondays and Tuesdays. We will also work Empowerment Zone students at Northwest High School on Wednesdays from 10am - 11:30am.</p>	
<p><b>3. Staff Positions:</b> <i>Describe paid or volunteer position qualifications, (certifications, degrees, work experience) and position(s) responsibilities relative to this component.</i></p> <p>The program employs:</p> <p>Director (BA Degree) is responsible for not only direct services to clients and families, but also supervising Program Coordinator</p> <p>Program Coordinator - (Full time BA Degree; part time Assistant (13-15 hrs) work experience and high school graduate).</p> <p>Full time Program Coordinator responsibilities include but are not limited to overseeing client files, providing transportation assistance, schedule work sites for clients, recruit new work sites and volunteer supervisors for group activities, and any other specifics given by the direction of the Program Director.</p> <p>Part time Program Assistant responsibilities include but are not limited to assisting the Program Coordinator with supervision, monitoring and transportation of juvenile referrals.</p>	

SECTION IV	COMPONENT NARRATIVE (attach for each component)
<b>NAME OF COMPONENT:</b>	Operation Restart/Interpersonal Skill
<p><b>4. Service Type SPEP:</b> <i>Describe implementation to include:</i></p> <p>Primary Service: Social Skills Training; Secondary Service: None</p>	
<p><b>5. Admission Process:</b> <i>Describe the specific referral, screening, admission process (including timeline), the staff responsible for making decisions about admissions and reasons why a referral may not be accepted.</i></p> <p>All referrals shall be screened by our Juvenile Chief Court Counselor and Juvenile Intake Counselor and then processed to the program as a written referral. The family will be given in-depth information on program guidelines and the structure that will be available to help complete the ordered obligations from the court through an individual service plan. The youth will be given an opportunity to pick from a list of work sites available to them in their community and receive a calendar of scheduled group activities available for the month. The staff will be available on the 1st and 3rd Thursdays of the month in an effort to expedite screening.</p>	
<p><b>6. Termination Process:</b> <i>Describe the termination process to include the staff responsible for making decisions and the criteria for a successful termination, satisfactory termination, unsuccessful completion and non-compliant termination.</i></p> <p>Termination will be granted once the youth has completed obligations ordered by Juvenile Services and the courts. The youth, along with parents/guardian will receive information regarding the status of completion. This information will also be forwarded to the Juvenile Court Counselors. Youth that are not successful or complete the program with an unsatisfactory termination usually have not followed the rules and regulations set forth in the program.</p> <p><i>How is the referring agency involved with the termination process?</i></p> <p>Termination will be granted once the youth has completed his/her obligation ordered by Juvenile Services and the Courts. The youth along, with the parent/guardian, will receive information regarding the status of completion. This information will also be forwarded to Juvenile Court Counselors.</p>	
<p><b>7. Referring Agency Interaction:</b> <i>Describe the interaction with juvenile court counselors and/or other referring agencies including how client progress will be communicated.</i></p> <p>There will be daily, weekly and monthly communication with the referring agency to ensure their clients are being serviced to their expectations. Juvenile Court Counselors will be given written documentation on a monthly basis that will reflect the client's progress in the program. All counselors will be informed of any incidents that occur with their clients as they arise. Juvenile Court Counselors will have access to any information maintained in the client's file as it relates to their particular case.</p>	
<p><b>8. Intervention/Treatment:</b> <i>Describe specifically what the component will do to redirect inappropriate youth behavior or how the component will address the identified needs of the youth and family. What interventions will typically be utilized in this component and how will parents/guardians be involved?</i></p> <p>In the few instances where inappropriate behavior must be redirected, we use the interpersonal skill building sessions to discuss and evaluate their behavior. Participants are usually able to identify their own inappropriate behaviors and develop an agreed upon method of corrective action. Corrective action can include voluntary community work service, participation may be prohibited from attending group outings, and when necessary, the final result may be referral to the assigned Juvenile Court Counselor. Parents' curriculum focuses on good social skills, consistency, and appropriate behavior management. Parenting classes will be held at least 4 times a month with 1 hour per setting. Daily activities for students consist of after-school sessions for enrichment and tutoring. Checking with teachers,</p>	



SECTION IV	COMPONENT NARRATIVE (attach for each component)
<b>NAME OF COMPONENT:</b>	Operation Restart/Interpersonal Skill
<p>parents/legal guardians, and community leaders on the follow up of clients is based within these settings. There are special weekends and activities planned.</p>	
<p><b>9. Best Practice Model:</b> <i>Describe what model or evidence-supported/best practice the program is based upon.</i></p> <p>The program will utilize the Kagan Cooperative Learning Model and ARISE. The Kagan Cooperative Learning Model is a structured facilitated and monitored training model that teaches youth in smaller group settings. This model provides structured activities that teaches positive working relationships, how to set and reach clear learning and behavioral goals and strategies used for staying on task. The Cooperative Learning Model teaches positive human relationships, multiple intelligent systems, positive independence, individual accountability, and simultaneous interaction.</p>	

**SECTION V****Terms of Agreement**

**This section of the JCPC Program Application will ONLY be completed if approved for funding and will be included in the required JCPC Program Agreement document for completion.**

This Agreement is entered into by and between Department of Public Safety, (*hereinafter referred to as the DPS*), and County, (*hereinafter referred to as the County*), the County's Juvenile Crime Prevention Council (*hereinafter referred to as the JCPC*) and (*hereinafter referred to as the Sponsoring Agency*).

The DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:

**Term of Agreement**

This Agreement shall become effective \_\_\_\_\_ and shall terminate \_\_\_\_\_.

**Payment to Sponsoring Agency**

All parties agree that services will be delivered as described in the approved JCPC Program Agreement and that JCPC funds will be disbursed in an amount not to exceed the amount \$ \_\_\_\_\_ for the term of this agreement, unless amended by an approved JCPC Program Agreement Revision.

**Availability of Funds:**

All parties to this Agreement agree and understand that the payment of the sums specified in this JCPC Program Agreement budget is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the DPS.

**Responsibilities of the Parties**

DPS shall:

1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from the Juvenile Crime Prevention Council (JCPC) fund appropriation by the General Assembly;
2. Reserve the right to suspend payment to the County for any non-compliance by the Sponsoring Agency with any reporting requirements set forth in the JCPC Policy and Procedures;
3. Notify in writing the County and Sponsoring Agency immediately if payments are suspended and again once payments resume;
4. Pay only for work as described in the JCPC Program Agreement provided by the Sponsoring Agency and approved subcontractors;
5. Provide technical assistance, orientation and training to the Sponsoring Agency, the County and the JCPC;
6. Monitor Sponsoring Agency's JCPC funded program(s) in accordance with JCPC Policy 3. Operations: Program Oversight and Monitoring; and
7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by the established due date.

The Sponsoring Agency shall:

1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority;
2. Comply with all Federal and State laws relating to equal employment opportunity;
3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of the DPS any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Sponsoring Agency under this Agreement;
4. Acknowledge that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Agreement;
5. Comply with the Juvenile Crime Prevention Policy and Procedures established by the DPS and the North Carolina Administrative Procedures;
6. Secure local match as required, pursuant to 14B NCAC 11B.0105, for the approved JCPC funds;
7. Create and adopt individualized guidelines specific to the funded program, while also adhering to JCPC Policy and Procedures established by DPS for all JCPC funded programs and for the specific program type for which they receive funding;
8. Ensure that state funds received are spent in accordance with the approved JCPC Program Agreement and be accountable for the legal and appropriate expenditure of those state funds;
9. Maintain reports, records, and other information to properly document services rendered and outcomes; also maintain an ability to send and receive electronic communication;
10. Have the capacity to use DPS electronic, internet-based system for tracking clients served;
11. Use generally accepted accounting procedures that guarantee the integrity of the expenditure of JCPC funds, maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;
12. When refunds are requested from the North Carolina Department of Revenue for sales and/or use taxes paid by the agency in the performance of the JCPC Program Agreement, as allowed by NCGS §105-164.14(c), the agency shall exclude all refundable sales and use taxes from reportable expenditures submitted to the County and DPS;
13. Submit JCPC Program Agreement Revisions, Third Quarter Accounting, Final Accounting and annual detailed expenditures through NCALLIES. These reports must be in accordance with the submission process as outlined in the JCPC Policy and Procedures established by DPS and with the due dates established by DPS;
14. Make personnel, reports, records and other information available to DPS, the County, the JCPC, and/or the State Auditor for oversight, monitoring and evaluation purposes;
15. Submit any other information requested by the JCPC, County or DPS;
16. Be responsible for the performance of all subcontractors as described in the JCPC Program Agreement;
17. Indemnifies and holds harmless DPS, the State of North Carolina, the County and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Sponsoring Agency in connection with the performance of the JCPC Program Agreement;
18. Receive permission and budgetary approval from DPS prior to using the JCPC Program Agreement as a part of any news release or commercial advertising and acknowledge DPS funding in partnership with the County;
19. Comply with DPS trainings and requirements regarding the United States Department of Justice national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA);

*Reference: 14B NCAC 11B, and in compliance with JCPC Policy 2: Operations: Program Operational Requirements*

#### **Sponsoring Agency Contractor(s)/Subcontractors**

☐ Yes, subcontractors are included in the JCPC Program Agreement budget.

☐ No, subcontractors are not included in the JCPC Program Agreement budget.

If yes, the following only applies when subcontractors are providing services as described in the JCPC Program Agreement (listed in Line Item 190 of the budget).

20. Receive prior approval from DPS in the form of a contract being submitted with the JCPC Program Agreement if any of the services described in the JCPC Program Agreement are provided by a subcontractor; *NOTE: Contracts signed by all parties must be submitted once the JCPC Program Agreement receives signed approval from DPS. Sponsoring Agencies will be notified requesting this information.*

21. Hold any contractor or subcontractor to which the Sponsoring Agency provides State funds accountable for the legal and appropriate expenditure of State funds, and to all applicable laws and Juvenile Crime Prevention Council Policies and Procedures;

22. Ensure that all subcontractors provide all information necessary to comply with the standards set forth in the JCPC Program Agreement; and

23. Be deemed an independent contractor in the performance of services described in the JCPC Program Agreement and as such shall be wholly responsible for the services to be performed and for the supervision of its employees. The Sponsoring Agency represents that it has, or shall secure at its own expense, all personnel required in performing the services as described in the JCPC Program Agreement. Such employees shall not be employees of, or have any individual contractual relationship with, DPS;

The JCPC shall:

1. Ensure the Sponsoring Agency uses JCPC funds for only the purposes DPS has approved in JCPC Program Agreement or JCPC Program Agreement Revision(s);
2. Comply with the Juvenile Crime Prevention Policy and Procedures established by DPS and the North Carolina Administrative Code; N.C.G.S. §143B-801(a);143B-602;143B-851
3. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency and submit to the County in a timely manner;
4. Review and locally approve Third Quarter Accounting forms and submit to the County in order to meet the due date established by DPS;
5. Submit any other information requested by the County or DPS; and
6. Monitor the Sponsoring Agency's currently funded JCPC program(s) in accordance with JCPC Policy 3. Operations: Program Oversight and Monitoring

*Reference: 14B NCAC 11B.0202 and JCPC Policy 1, 7, 8, 9, 10, and 11.*

The County shall:

1. Ensure the Sponsoring Agency is appropriately licensed, and either a public agency or a 501 (c) 3 private non-profit organization;

2. Use JCPC funds only for the purposes DPS has approved in program agreements or program agreement revisions;
3. Disburse JCPC funds monthly and oversee JCPC funds to the Sponsoring Agency in accordance with 14B NCAC 11B.0108
4. Comply with the Juvenile Crime Prevention Policy and Procedures established by DPS and the North Carolina Administrative Procedures;
5. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency for final approval from DPS; and
6. Review and locally approve Third Quarter and Final Accounting forms for the JCPC and all JCPC funded programs according to the procedures and due dates established by DPS.

*Reference: 14B NCAC 11B; JCPC Policy 3, 7, 8, 9, 10, and 11*

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Choice of Law:** The validity of this Program Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Program Agreement, are governed by the laws of North Carolina. The parties, by signing this Program Agreement, agree and submit, solely for matters concerning this Program Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Program Agreement and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Program Agreement or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Assignment:** No assignment of the Sponsoring Agency's obligations or the Sponsoring Agency's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, DPS may:

(a) Forward the Sponsoring Agency's payment check(s) directly to any person or entity designated by the Program Manager, or

(b) Include any person or entity designated by Sponsoring Agency as a joint payee on the Sponsoring Agency's payment check(s).

In no event shall such approval and action obligate DPS or County Government to anyone other than the Sponsoring Agency and the Sponsoring Agency shall remain responsible for fulfillment of all Program Agreement obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this Program Agreement shall inure to the benefit of

and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Program Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to DPS, the County Government, and the Sponsoring Agency. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of DPS and County Government that any such person or entity, other than DPS or the County Government, or the Sponsoring Agency receiving services or benefits under this Program Agreement shall be deemed an incidental beneficiary only.

#### **Property Rights**

**Intellectual Property** - All deliverable items produced pursuant to this Program Agreement are the exclusive property of DPS. The Sponsoring Agency shall not assert a claim of copyright or other property interest in such deliverables.

**Physical Property** - the Sponsoring Agency agrees that it shall be responsible for the proper custody and care of any property purchased for or furnished to it for use in connection with the performance of this Program Agreement and will reimburse DPS for loss of, or damage to, such property. At the termination of this Program Agreement, the Sponsoring Agency, County Government, and JCPC shall follow the guidelines for disposition of property set forth in Administrative Code and JCPC policy.

*Reference: 14B NCAC 11B.0110; JCPC Policy 9. Fiscal Accounting and Budgeting: Final Accounting Process*

#### **Disbursements and Internal Controls**

##### **Reversion of Unexpended Funds**

Any remaining unexpended JCPC funds DPS disbursed to the County for the Sponsoring Agency must be refunded/ reverted back to DPS at the close of fiscal year or upon termination of this Agreement.

#### **Accountability for Funds**

##### **Audit Requirement - Local Government or Public Authority Requirements**

Local Government or Public Authorities in accordance with N.C.G.S. §159-34 must have an audit performed in conformity with generally accepted auditing standards. The audit shall evaluate the performance of a unit of local government or public authority with regard to compliance with all applicable Federal and State agency regulations. This audit, combined with the audit of financial accounts, shall be deemed to be the single audit described by the "Federal Single Audit Act of 1984".

**Audit Requirement – Non-Governmental Entities:** An audit, when required by law, or requested by the County or DPS shall be performed in conformity with generally accepted auditing standards and audits of non-governmental entities, both for-profit and not-for-profit, and must meet the requirements of OMB Circular A-133. At a minimum, the required report shall include the financial statements prepared in accordance with generally accepted accounting principles, all disclosures in the public interest required by law, and the auditor's opinion and comments relating to financial statements. The audit report must be submitted to the State Auditor's office as required by law, to the County and DPS, and to other recipients as appropriate within nine (9) months after the end of your program's fiscal year.

#### **Oversight**

**Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all Program Agreements entered into by State agencies or political subdivisions in accordance with N.C.G.S. §147-64.7. Additionally, as the State funding authority, DPS shall have access to persons and records as a result of all Program Agreements entered into by State agencies or political subdivisions.

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of DPS. State basic records retention policy requires all records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Program Agreement is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Program Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

**No Overdue Tax Debt -Not for profit organizations ONLY will comply with this section. Form must be attached to the Program Agreement upon submission.**

The Sponsoring Agency shall be responsible for the payment of all State, local, and Federal taxes. Consistent with N.C.G.S. § 143C-6-23 (c), not for profit organizations shall file with DPS and the County a written statement completed by that Sponsoring Agency's board of directors or other governing body, stating whether or not the Sponsoring Agency has any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the Federal, State, or local level. This written statement, *Certification of No Overdue Tax Debts*, shall be completed by the Sponsoring Agency and attached to the Program Agreement upon submission.

**Conflict of Interest –Not for profit organizations ONLY will comply with this section. Form must be attached to the Program Agreement upon submission.**

Consistent with the N.C.G.S. §143C-6-23 (b), not for profit organizations shall file with DPS and the County a copy of that Sponsoring Agency's policy addressing conflicts of interest that may arise involving the Sponsoring Agency's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Sponsoring Agency's employees or members of its board or other governing body, from the Sponsoring Agency's disbursing of State funds and shall include actions to be taken by the Sponsoring Agency or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the County or DPS may disburse any funds. The Sponsoring Agency shall also complete the DPS Conflict of Interest Policy Statement (*Form DPS 13 001*) and attach the statement and the Sponsoring Agency's policy addressing conflicts of interest to the JCPC Program Agreement upon submission.

**Amendment:** This Agreement may not be amended orally or by performance. Any amendment must be requested by the Sponsoring Agency through submission of a JCPC

Program Agreement Revision and executed by duly authorized representatives of DPS, the County Government, JCPC and Sponsoring Agency.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Program

Agreement violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Program Agreement shall remain in full force and effect.

**Termination for Cause:** If, through any cause, the Sponsoring Agency shall fail to fulfill its obligations under this Program Agreement in a timely and proper manner, DPS shall have the right to terminate this Program Agreement by giving written notice to the Sponsoring Agency and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Sponsoring Agency under this Program Agreement shall, at the option of DPS, become its property and the Sponsoring Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Sponsoring Agency shall not be relieved of liability to DPS for damages sustained by DPS by virtue of the Sponsoring Agency's breach of this agreement, and DPS may withhold any payment due the Sponsoring Agency for the purpose of setoff until such time as the exact amount of damages due DPS from such breach can be determined. The filing of a petition for bankruptcy by the Sponsoring Agency shall be an act of default under this Program Agreement.

**Termination without Cause:** DPS, the County Government, or the Sponsoring Agency may terminate this Agreement at any time and without cause by giving at least thirty (30) days advance written notice to the other. If this Program Agreement is terminated by DPS as provided herein, the Sponsoring Agency shall be reimbursed on a pro rata basis for services satisfactorily provided to DPS under this Program Agreement prior to Program Agreement termination.

**Waiver of Default:** Waiver by DPS of any default or breach in compliance with the terms of this Program Agreement by the Sponsoring Agency shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Program Agreement unless stated to be such in writing, signed by an authorized representative of DPS, County Government, the JCPC and the Sponsoring Agency and attached to the Program Agreement.

**Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Program Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

#### **END OF SECTION V – Terms of Agreement**



SECTION VI: BUDGET NARRATIVE			
Operation Restart		Fiscal Year	FY 20-21
Item #	Justification	Expense	In Kind Expense
120	Program Assistant (F/T) (2301.83 x 12 months)	\$27,622	
120	Salaries Operation Restart Director (F/T) 3,570.41 x 12 months (40 hours/week)	\$42,845	
120	Salaries Community Service Coord. (F/T) (2,913.75 x 12 months) (40 hours/week)	\$34,965	
120	Community Service Assistant (P/T) (21 hrs/wk x 10.00 x 52)	\$10,920	
180	Retirement 10.21% x 105,432	\$10,765	
180	Workmans Comp 0.354% x 116,352	\$412	
180	Employee Assistance Program 1.30x 12 (2 F/T)	\$47	
180	Longevity @3% for 2 (F/T) at \$77,810	\$2,334	
180	Fringe Benefits (FICA) (0.0765 x 116,352) = 8900	\$8,900	
180	Unemployment Insurance 2% x 116,352	\$2,327	
180	Life Insurance @ 3.00 x 3F/T x 12 months/life insurance	\$108	
180	Medical and Dental Insurance 886 x 12 (2 F/T)	\$21,264	
180	Performance Evaluation for 3 (F/T)	\$2,526	
220	After School Snacks	\$3,200	
230	Educational Materials & Training for Clients and Volunteers	\$2,400	
250	Vehicle Supply (Gas) \$608.33 per month x 12 months)	\$7,300	
260	Office Supplies (Paper, Pens, Ink Cartridges, stamps x 2 rolls)	\$1,000	
290	Other Supplies and Materials	\$750	
310	Administrative Travel 6,818 miles @ .46 per mile (\$3000), hotel fees (\$1200)	\$4,700	
350	Vehicle Repair, Maintenance (Oil Changes, Tires, Tune-ups)	\$3,000	
390	SAT and College Application fees (\$1000); Field Trips and Athletic Events (\$1000) Driver's education classes and materials (5 x 55 = 275; class time 30 hrs x 28 = \$840; Drive time 7 x 28 = 980	\$2,000	
390	Restitution Bank 14 youth @ \$500; 5 youth @ \$250	\$8,250	
410	Office Space at 1,651.16 per month X 12 months		\$19,814
450	Participant Insurance @ 160 youth X 3.125	\$500	
<b>TOTAL</b>		<b>\$198,135</b>	<b>\$19,814</b>

Job Title	Annual Expense Wages	Annual In Kind Wages
Operation Restart Assistant (F/T) 2,301.83 x 12 months	\$27,622	
Restitution Assistant (P/T) 21 hrs/wk @ 10.00/hr	\$10,920	

Restitution Coordinator (F/T) (2,913.75 x 12 months) (40 hours/week)	\$34,965	
Operation Restart Director (F/T) 3,570.41x 12 months (40 hours/week)	\$42,845	
<b>TOTAL</b>	<b>\$116,352</b>	

**SECTION VII****Program: Operation Restart****Fiscal Year: FY 20-21****Number of Months: 12**

	Cash	In Kind	Total
<b>I. Personnel Services</b>	<b>\$165,035</b>		<b>\$165,035</b>
120 Salaries & Wages	\$116,352		\$116,352
180 Fringe Benefits	\$48,683		\$48,683
190 Professional Services*			\$0
*Contracts MUST be attached			
<b>II. Supplies &amp; Materials</b>	<b>\$14,650</b>		<b>\$14,650</b>
210 Household & Cleaning			\$0
220 Food & Provisions	\$3,200		\$3,200
230 Education & Medical	\$2,400		\$2,400
240 Construction & Repair			\$0
250 Vehicle Supplies & Materials	\$7,300		\$7,300
260 Office Supplies and Materials	\$1,000		\$1,000
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials	\$750		\$750
<b>III. Current Obligations &amp; Services</b>	<b>\$17,950</b>		<b>\$17,950</b>
310 Travel & Transportation	\$4,700		\$4,700
320 Communications			\$0
330 Utilities			\$0
340 Printing & Binding			\$0
350 Repairs & Maintenance	\$3,000		\$3,000
370 Advertising			\$0
380 Data Processing			\$0
390 Other Services	\$10,250		\$10,250
<b>IV. Fixed Charges &amp; Other Expenses</b>	<b>\$500</b>	<b>\$19,814</b>	<b>\$20,314</b>
410 Rental or Real Property		\$19,814	\$19,814
430 Equipment Rental			\$0
440 Service and Maint. Contracts			\$0
450 Insurance & Bonding	\$500		\$500
490 Other Fixed Charges			\$0
<b>V. Capital Outlay</b>			<b>\$0</b>
<b>[This Section Requires Cash Match]</b>			
510 Office Furniture & Equipment			\$0
530 Educational Equipment			\$0
540 Motor Vehicle			\$0
550 Other Equipment			\$0
580 Buildings, Structure & Improv.			\$0
<b>Total</b>	<b>\$198,135</b>	<b>\$19,814</b>	<b>\$217,949</b>

SECTION VIII		SOURCES OF PROGRAM REVENUE (ALL SOURCES)	
FY 20-21    Halifax County    Funding ID: 842-XXXX			
Sponsoring Agency:    Halifax County Cooperative Extension    Program:    Operation Restart			

\$198,135	<b>DPS/JCPC Funds</b>	* This is the amount of your request on your application	
10%	<b>Local Match Rate</b>	Is the Local Match Rate 10%, 20% or 30%?	
	<b>County Cash</b>		<i>(Specify Source)</i>
	<b>Local Cash</b>		<i>(Specify Source)</i>
	<b>Local Cash</b>		<i>(Specify Source)</i>
\$19,814	<b>Local In-Kind</b>	Office Space	<i>(Specify Source)</i>
	<b>Other</b>		<i>(Specify Source)</i>
	<b>Other</b>		<i>(Specify Source)</i>
	<b>Other</b>		<i>(Specify Source)</i>
	<b>Other</b>		<i>(Specify Source)</i>
\$217,949	<b>TOTAL</b>	\$19,814	\$19,814
		Required Local Match	Match Provided

We, the undersigned, have reviewed this JCPC Program Application to be presented to the Juvenile Crime Prevention Council of this County in accordance with the procedures established by the local Juvenile Crime Prevention Council. Agencies seeking funding must be able to meet the applicable requirements of the North Carolina General Statutes, Administrative Code, and the Division of Adult Correction and Juvenile Justice.

We understand and acknowledge that the approval process is first with the Juvenile Crime Prevention Council, second with the County Board of Commissioners, and the final authority with the Department of Public Safety, Division of Adult Correction and Juvenile Justice.

All parties understand that the availability of funds is contingent upon the appropriation of those funds by the General Assembly of the State of North Carolina.

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**Chair, County Board of Commissioners or County Finance Director**

**Date**

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**Chair, Juvenile Crime Prevention Council**

**Date**

Michael Pittman

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**Program Manager**

**Date**



**AGENDA**  
**Halifax County Board of Commissioners**  
**Regular Meeting**

**TO:** Halifax County Board of Commissioners

**FROM:** Arthur Whitehead, County Extension Director

**SUBJECT:** Roanoke Electric Cooperative Operation Round-up Grant

**DATE:** March 9, 2020 Regular Meeting

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**SUPPORTING INFORMATION:**

Attached, please find a copy of the application for the Roanoke Electric Cooperative Operation Round-up Grant.

**ATTACHMENTS:**

Description

- ▢ Roanoke Electric Cooperative Operation Round-up Grant

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**TOTAL COST:**\$1,708.00

**COUNTY COST:**\$0

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**REQUEST:** Approve the submission of grant and receipt of monies from grant if awarded



# Roanoke Electric Cooperative

Your Touchstone Energy® Cooperative 

## Operation Round Up Application

### APPLICATION FOR OPERATION ROUND UP GRANT FOR ORGANIZATION/AGENCY

**NOTE: If you have previously received a grant from February 2004 to the present, then you MUST submit an [Operation Round-Up Activity Sheet](#) detailing how you used the grant funds BEFORE you will be awarded any further grants from Roanoke Electric Care Trust, Inc.**  
All applications for consideration at the next Care Trust Board meeting on April 15 2020 must be submitted by **Wednesday March 27 at 5:00 p.m.**

**NOTE: Instructions for submitting additional information can be found at the bottom of this application**

Submit this form by clicking the "Submit Form" button at the bottom of the form. (Please DO NOT submit by printing and faxing this form. We can serve you more accurately and effectively if you submit the form electronically.)

**Fields marked with a red asterisk are required.**

#### Organization Profile

**Name Of Organization:** \* Halifax County Cooperative Extension

**Amount Requested:** \$1708.00

**Provide a short summary of project/program you would like Round-Up to fund**

#### Project Summary:

Funds from this grant request will be used to purchase "Learning Lab Kits" to enhance educational opportunities for 4-H youth livestock program participants and students in the area schools.

**Address:** \* P.O. Box 37

**City:** Halifax

**State:** NC

**Zip:** 27839

**Phone Number:** 252-583-5161

**Fax Number:**

**Contact****Contact Name:** Beth Burchell**Contact Phone Number:** \* 252-583-5161**Contact Fax Number:****Contact Email Address:** \* beth\_burchell@ncsu.edu

**If your organization has received an Operation Round-Up grant(s) previously, provide date(s) of grant(s) received.**

**Dates Grants Received:**

**Is the organization requesting funding exempt from payment of income tax?**

Tax Exempt:

Yes X

No   

If tax exempt, you must attach a copy of Form 501(c)3 letter or a letter indicating your non-profit status from the Internal Revenue Service. A copy of financial statements(s) from at least the previous two years must be provided. If your organization is less than two years old, you must provide most recent financial statements. You must provide a copy of your program's income and expenditures. You **MUST** include these statements in order to be eligible. Do **NOT** send bank statements or income tax reports - these do not qualify as financial reports. Instructions for including additional documentation can be found at the bottom of this application. Provide the number of individuals, families, or groups that you estimate are served by your organization in Halifax, Northampton, Hertford, Bertie, Gates, Chowan or Perquimans counties in the last year..

Instructions for submitting additional documents:

There are four methods available for submitting additional documentation.

Method 1: Postal Mail

Mail copies of pictures and paper documents to the address below.

NOTE: If you send additional information by mail, do not bind, use staples, or put your documents in a portfolio. Use only paper clips to hold information together.

After submitting this online application, you will receive a confirmation email. By replying to this email you can submit electronic copies of scanned images and PDFs by attaching them. Use the personalized subject provided to ensure your documents get delivered to the right place.

Method 3: Fax

Fax copies of pictures and paper documents to the fax number below.

Method 4: Electronic File Upload

You can submit electronic copies of images or PDF documents with the file attachment tool below. If you have multiple files, you can combine your electronic documents into one zip file (using your zip software) and attach the zip file to this application.

Upload

Files must be less than **10 MB**.

Allowed file types: **gif jpg jpeg png bmp doc zip**.

Patrice Jordan  
Supervisor, Public Relations & Engagement  
Roanoke Electric Cooperative  
P.O. Box 1326  
Ahoskie, NC 27910

[PJordan@roanokeelectric.com](mailto:PJordan@roanokeelectric.com)

Phone: 252-539-4601

Fax: 252-209-5055

**Number Served:** Halifax County Cooperative Extension provides services to all citizens of the county, approximately 48,000 people

**Does your agency serve outside the counties listed above? Outside Listed Counties:**

Yes **X**

No     

**If yes please provide information on number served and in which counties.**

**Outside Services:**

Our agency regularly collaborates with Cooperative Extension in Northampton County to provide educational programming on an as-needed basis.

**State purpose/mission of this grant request.**

**Grant Purpose: \***

Through 4-H Livestock programs and projects, North Carolina Cooperative Extension provides educational youth opportunities to develop their interest in and increase their knowledge of agriculture through livestock. These programs and projects also develop youth in our communities by increasing leadership skills, responsibility awareness, and financial management as well as teach them proper quality care of their animals. In order to better enhance the education we provide, we would like to purchase Learning Lab Kits to complement our 4-H equine and poultry programs.



**How much money are you requesting for this grant? Detail how the funds you have itemized in the Budgetary Items Form below) will be used. Will you accept partial funding? If so, how will you find the rest of the money needed to make the project happen?**

**Funding Summary: \***

This grant requests a total of \$1708.00 to be used to purchase the following Learning Lab Kits”  
These kits will be used to expand learning opportunities for 4-H Livestock programs and projects in our area. Partial funding will be accepted and other grant funding opportunities will be sought from additional sources in needed to purchase the complete set of kits.

**Budgetary Items**

1st Line Item to be used in the project: Equine Learning Lab  
Kit 1st Cost of Item: \$989

2nd Line Item to be used in the project: Poultry Learning Lab  
Kit 2nd Cost of Item: \$719



**AGENDA**  
**Halifax County Board of Commissioners**  
**Regular Meeting**

**TO:** Halifax County Board of Commissioners

**FROM:** Renee Perry, HRM Director

**PRESENTER:** County Commissioners

**SUBJECT:** Retirement Resolution - Cheryl D. Ward, Department of Social Services

**DATE:** March 9, 2020 Regular Meeting

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**SUPPORTING INFORMATION:**

Please acknowledge Cheryl D. Ward with her Retirement Resolution for the Department of Social Services.

**ATTACHMENTS:**

Description

- ▢ Retirement Resolution - Cheryl D. Ward - Social Services

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**TOTAL COST:**

**COUNTY COST:**

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**REQUEST:** Retirement Resolution - Cheryl D. Ward - Department of Social Services

# Resolution

✧ **WHEREAS, CHERYL D. WARD**, decided to retire as a Social Work Supervisor III with the Halifax County Department of Social Services effective February Twenty-Ninth of the Year Two Thousand and Twenty; and

✧ **WHEREAS**, she has spent Twenty six years with local government; Cheryl has also served in many positions of honor in the community and State, as well as being a dedicated public servant to the citizens of Halifax County.

✧ **NOW THEREFORE BE IT RESOLVED** that on this day, Monday, March Ninth of the Year Two Thousand and Twenty, the Halifax County Board of Commissioners did honor Cheryl D. Ward with formal adoption of this resolution, to be recorded in the minutes of the meeting of this day.

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Vernon J. Bryant, Chairman  
Halifax County Board of Commissioners

ATTEST:

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Andrea H. Wiggins  
Clerk to the Board



**AGENDA**  
**Halifax County Board of Commissioners**  
**Regular Meeting**

**TO:** Halifax County Board of Commissioners

**FROM:** Sheriff S. Wes Tripp, Sheriff's Office

**PRESENTER:** County Commissioners

**SUBJECT:** Resolutions of Commendation Honoring the Heroic Acts of Chief Deputy Scott Hall and Bridgette Pair

**DATE:** March 9, 2020 Regular Meeting

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**SUPPORTING INFORMATION:**

On Sunday, January 19, 2020, during a church service, a church attendee of Victory Baptist Church experienced an emergency medical situation. The attendee lost consciousness and slumped to the ground. Several other attendees ran to his aid and immediately determined he had no pulse and was not breathing. Chief Deputy Scott Hall of the Halifax County Sheriff's Office and Nurse Bridgette Pair of Vidant North Hospital began Cardio Pulmonary Resuscitation (CPR). Those efforts along with the use of Nalaxone, they were able to obtain a pulse and the attendee began breathing on his own. He was then transported by EMS personnel for further evaluation. Chief Deputy Hall and Nurse Pair had a part in saving that gentleman's life. I, along with the staff and families of Victory Baptist Church would like to honor and recognize their heroic efforts. Assistant Pastor Dan Bybee's letter of recognition is also attached.

**ATTACHMENTS:**

Description

- ▢ Resolutions of Commendation Honoring the Heroic Act of Scott Hall and Bridgette Pair

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**TOTAL COST:**0

**COUNTY COST:**0

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**REQUEST:** Resolutions of Commendation Honoring the Heroic Acts of Chief Deputy Scott Hall and Bridgette Pair



*Resolution of Commendation  
Honoring the Heroic Act Rendered by  
Timothy Scott Hall, Chief Deputy  
Halifax County Sheriff's Office*

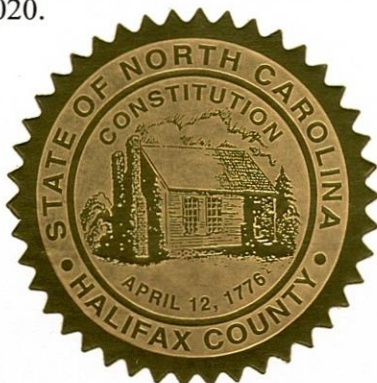
*Whereas*, Timothy Scott Hall, Chief Deputy, has proven to be a dedicated and extraordinary public servant who has gained the admiration and respect of the Halifax County Board of Commissioners and the citizens of Halifax County; and


*Whereas*, Sunday, January 19, 2020, during church services at Victory Baptist Church a church attendee lost consciousness. Several other attendees came to his aid and immediately checked his vital signs and determined that there was no pulse and that he was not breathing; and

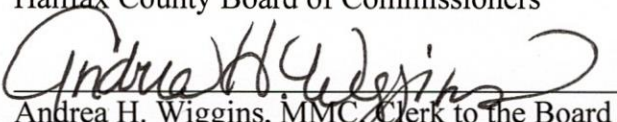
*Whereas*, At approximately 11:55 A. M., 911 was called and Emergency Services along with Halifax County Deputies were dispatched to Victory Baptist Church. While awaiting their arrival, Timothy Scott Hall, Chief Deputy, and Bridgette Pair, Registered Nurse, began administering lifesaving cardiopulmonary resuscitation on the attendee. Through their efforts, along with the use of naloxone, a pulse was obtained and the attendee began breathing on his own.

*Whereas*, Through the valiant and heroic act of Timothy Scott Hall, Chief Deputy, along with Bridgette Pair, Registered Nurse, Emergency Services, and Halifax County Deputies, had an integral part in saving the life of the church attendee.

*Now, Therefore, Be It Resolved*, that the Halifax County Board of Commissioners does hereby commend and express its sincere appreciation to Timothy Scott Hall, Chief Deputy, for his outstanding service and dedication to Halifax County and its citizens. Also, that the original of this resolution be presented to Timothy Scott Hall and that a copy of this resolution be spread upon the minutes of the Halifax County Board of Commissioners this 9<sup>th</sup> day of March, 2020.



  
Vernon J. Bryant, Chairman  
Halifax County Board of Commissioners

  
Andrea H. Wiggins, MMC, Clerk to the Board  
Halifax County Board of Commissioners





*Resolution of Commendation  
Honoring the Heroic Act Rendered by  
Bridgette Pair, Registered Nurse*

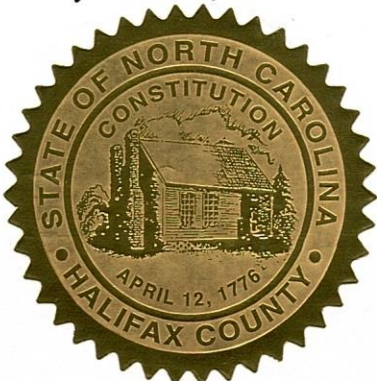
*Whereas*, Bridgette Pair, Registered Nurse, has proven to be a dedicated and extraordinary public servant who has gained the admiration and respect of the Halifax County Board of Commissioners and the citizens of Halifax County; and

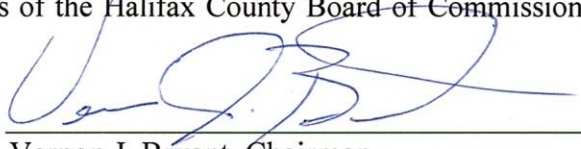
*Whereas*, Sunday, January 19, 2020, during church services at Victory Baptist Church a church attendee lost consciousness. Several other attendees came to his aid and immediately checked his vital signs and determined that there was no pulse and that he was not breathing; and

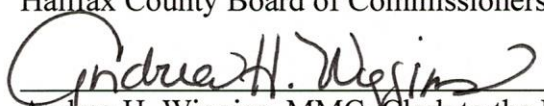
*Whereas*, At approximately 11:55 A. M., 911 was called and Emergency Services along with Halifax County Deputies were dispatched to Victory Baptist Church. While awaiting their arrival, Bridgette Pair, Registered Nurse, and Timothy Scott Hall, Chief Deputy, began administering lifesaving cardiopulmonary resuscitation on the attendee. Through their efforts, along with the use of naloxone, a pulse was obtained and the attendee began breathing on his own.

*Whereas*, Through the valiant and heroic act of Bridgette Pair, Registered Nurse, along with Timothy Scott Hall, Chief Deputy, Emergency Services, and Halifax County Deputies, had an integral part in saving the life of the church attendee.

*Now, Therefore, Be It Resolved*, that the Halifax County Board of Commissioners does hereby commend and express its sincere appreciation to Bridgette Pair, Registered Nurse, for her outstanding service and dedication to Halifax County and its citizens. Also, that the original of this resolution be presented to Bridgette Pair, Registered Nurse, and that a copy of this resolution be spread upon the minutes of the Halifax County Board of Commissioners this 9<sup>th</sup> day of March, 2020.



  
Vernon J. Bryant, Chairman  
Halifax County Board of Commissioners

  
Andrea H. Wiggins, MMC, Clerk to the Board  
Halifax County Board of Commissioners



# VICTORY

BAPTIST CHURCH

February 2, 2020

To Whom It May Concern:

On Sunday, January 19, 2020, during the middle of one of our church services, a church attendee of Victory Baptist Church experienced an emergency medical situation. The attendee lost consciousness and slumped to the ground. Several other attendees ran to his aid and immediately checked his vital signs, where they were able to determine that he had no pulse and was not breathing. I walked over and observed both the attendee's face and lips to be a bluish color, indicating a lack of oxygen.

We called 9-1-1 at approximately 11:55am and Emergency Medical Services (EMS) along with Halifax County Deputies were dispatched to the church. While awaiting their arrival, among other people who were attending to his medical condition, Chief Deputy Scott Hall and Nurse Bridgette Pair began life saving Cardio-Pulmonary Resuscitation (CPR) on the attendee. Through these efforts, along with the use of Nalaxone, they were able to obtain a pulse and the attendee began breathing on his own.


The first EMS personnel arrived at the church at approximately 12:05pm, and the attendee was transported to the hospital for further evaluation.

Undoubtedly, both Scott and Bridgette had a part in saving this attendee's life. As such, I would like to bring their valiant and heroic efforts to your attention along with all of the personnel who helped with this incident behind the scenes including the Emergency Dispatchers and First Responders.

Thank you,



Daniel Bybee  
Assistant Pastor  
Victory Baptist Church

2360 Bolling Road   
Roanoke Rapids, NC 27870  
Jeremy Kobernat, Pastor

252.537.5973   
vbcr.org   
facebook.com/vbcr 



**AGENDA**  
**Halifax County Board of Commissioners**  
**Regular Meeting**

**TO:** Halifax County Board of Commissioners

**FROM:** Andrea H. Wiggins, MMC, NCCCC, Clerk to the Board/Assistant to the County Manager

**SUBJECT:** Public Comment Period

**DATE:** March 9, 2020 Regular Meeting

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**SUPPORTING INFORMATION:**

Attached, please find the Public Comment Period Statement.

**ATTACHMENTS:**

Description

▯ Public Comment Period Statement

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**TOTAL COST:**

**COUNTY COST:**

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**REQUEST:**





## **OPENING STATEMENT PUBLIC COMMENT PERIOD**

**As required by G.S. 153A-52.1, the Halifax County Board of Commissioners provides a public comment period once a month as an item of business on its regular meeting agenda. Now is the scheduled time for the public comment period.**

**When I call your name, please come to the podium, state your name and address, and begin speaking. You will have three minutes to address the board. If you have documents that you want to give to the board, please hand those out before going to the podium.**

**I will not go over the rules for the public comment period because they were posted by the door of this room. By signing up to speak, you have acknowledged that you are familiar with the rules and that you will abide by them.**

**We will do our best to hear from everyone who has signed up to speak, but if we are unable to accommodate everyone in the time allotted, you will be invited to speak during our next public comment period, at which time you will be given priority without having to sign up again.**

**We appreciate your interest in Halifax County government, and we look forward to hearing from you.**

**At this time, I invite our first speaker to come to the podium and give us your remarks.**



**AGENDA**  
**Halifax County Board of Commissioners**  
**Regular Meeting**

**TO:** Halifax County Board of Commissioners

**FROM:** M. Glynn Rollins, Jr., County Attorney

**PRESENTER:** Cathy A. Scott, Economic Development Director

**SUBJECT:** Expansion and Lease of County Industrial Building to PCB Piezotronics

**DATE:** March 9, 2020 Regular Meeting

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**SUPPORTING INFORMATION:**

Pursuant to G.S. 158-7.1(a) and (b)(4), the County intends to appropriate and expend funds to construct a 25,000 sq. ft. expansion to county property located at 10869 Hwy 903, Halifax, N.C., which is now leased to PCB Piezotronics of North Carolina, Inc. (PCB). The cost of the expansion will not exceed \$2,000,000. It will be funded by a grant from Golden Leaf Foundation in the amount of \$535,000.00. It will also be funded by a grant from the North Carolina Department of Commerce, Rural Economic Development Division, in the amount of \$500,000.00, which grant requires a cash match of \$25,000.00, to be paid from the County general fund. It is proposed that the balance of the building expansion cost, \$940,000.00, will be financed by the County, with the revenues for debt service to be recouped by lease payments on the expanded facility. Pursuant to G.S. 158-7.1 (d) and (d2), the County also intends to lease the expanded facility to PCB. The fair market value of the lease for the expanded facility, as proposed, is \$116,000.00 per year. The proposed lease payments by PCB will be \$116,000.00 per year. Through an Economic Development Agreement, the Company will be required to make certain additional machinery and equipment investments, create and retain a specified number of new jobs and maintain certain wage levels. It is believed that this project will stimulate the local economy, increase the tax base, promote business and result in the creation of a substantial number of new, permanent jobs in Halifax County that pay at or above the county average wage. Pursuant to G.S. 158-7.1(c) and (d), a public hearing must be held concerning the proposed expenditures and the proposed lease.

**ATTACHMENTS:**

Description

- ☐ Public Hearing Opening Statement
- ☐ Notice of Public Hearing
- ☐ Proposed Economic Development Agreement-PCB
- ☐ Exhibit to Econ. Dev. Agmt.
- ☐ Proposed Lease Agreement

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**TOTAL COST:** NTE \$2,000,000 **COUNTY COST:** NTE \$940,000 plus financing cost

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**REQUEST:** Conduct the public hearing for this proposed economic development project.



## **OPENING STATEMENT PUBLIC HEARING**

**Public hearings are held for the purpose of receiving comments from the public regarding a specific subject. Those persons desiring to speak will give their name, their physical address, their phone number and the name of the organization they are speaking for, if applicable. We request that each speaker limit their comments solely to the issue at hand and not direct comments toward specific individuals. In the interest of time, please do not repeat facts or issues covered by previous speakers.**

**If you wish to comment, you should express your opinion on the subject matter and give the Board an understanding of whether you favor, or oppose, the issue being discussed.**

**The Board of Commissioners values and appreciates the opportunity to listen to the citizens of Halifax County and respectfully requests that the above guidelines be followed.**

## COUNTY OF HALIFAX

### NOTICE OF PUBLIC HEARING

Pursuant to GS 158-7.1 (c) and (d), notice is hereby given that the Halifax County Board of Commissioners will hold a public hearing during the meeting of the Board, which begins at 9:30 a.m., March 9, 2020, in the Commissioners' Meeting Room located on the second floor of the Historic Courthouse, 10 N. King St., Halifax, NC.

The Board of Commissioners of Halifax County, North Carolina, pursuant to G.S. 158-7.1(a) and (b)(4), intends to appropriate and expend funds to construct a 25,000 sq. ft. expansion to certain county property located at 10869 Hwy 903, Halifax, N.C., which is now leased to PCB Piezotronics of North Carolina, Inc. (PCB). The cost of the expansion will not exceed \$2,000,000. It will be funded by a grant from Golden Leaf Foundation in the amount of \$535,000.00. It will also be funded by a grant from the North Carolina Department of Commerce, Rural Economic Development Division, in the amount of \$500,000.00, which grant requires a cash match of \$25,000.00, to be paid from the County general fund. It is proposed that the balance of the building expansion cost, \$940,000.00, will be financed by the County, with the revenues for debt service to be recouped by lease payments on the expanded facility.

Pursuant to G.S. 158-7.1 (d) and (d2), the Board also intends to approve the lease of the expanded facility to PCB. The fair market value of the lease for the expanded facility, as proposed, is \$116,000.00 per year. The proposed lease payments by PCB will be \$116,000.00 per year. The County will contractually bind the Company to make certain additional machinery and equipment investments, create and retain a specified number of new jobs and maintain certain wage levels as a condition of the lease.

The commissioners believe this project will stimulate the local economy, increase the tax base, promote business and result in the creation of a substantial number of new, permanent jobs in Halifax County that pay at or above the county average wage.

All persons interested in this public hearing are encouraged to attend and express their views. Halifax County will provide reasonable accommodation and service for any qualified disabled person who wishes to attend the Public Hearing. To request such accommodations please contact Andrea H. Wiggins, Clerk to the Board, at (252) 583-1131 three (3) days prior to the public hearing.

Andrea H. Wiggins, MMC  
Clerk to the Board  
Halifax County Commissioners

Date: Feb. 27, 2020

NORTH CAROLINA

ECONOMIC DEVELOPMENT AGREEMENT

HALIFAX COUNTY

THIS ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between, **Halifax County**, a North Carolina unit of local government, hereinafter referred to as the "County", and **PCB Piezotronics of North Carolina, Inc.**, a Delaware corporation, hereinafter referred to as the "Company", with both being collectively referred to as the "Parties";

WITNESSETH:

WHEREAS, the Company currently operates a manufacturing facility in Halifax County located at 10869 N.C. Hwy. 903, Halifax, North Carolina, in a 50,000 sq. ft. building that is owned by the County and leased to the Company under a "Lease and Development Agreement" dated March 17, 2005 (the "Current Facility"); and

WHEREAS, the Company intends to expand its manufacturing operations in Halifax County at the same location; and

WHEREAS, in furtherance of the expansion of the Company's operations, the County intends to construct a 25,000 sq. ft. expansion to the Current Facility; and

WHEREAS, in support of the proposed expansion of operations, the Company has received a Job Development Investment Grant ("JDIG") in the amount of \$940,000.00 from the N. C. Department of Commerce; and

WHEREAS, in support of the proposed expansion, the County has received a grant in the amount of \$535,000.00 from the Golden LEAF Foundation; and

WHEREAS, in support of the proposed expansion, the County has received Building Reuse grant in the amount of \$500,000.00 from the N.C. Department of Commerce, Rural Economic Development Division; and

WHEREAS, in furtherance of the proposed expansion, the County will pursue additional financing, to be combined with the Golden LEAF and Building Reuse grants, for the construction of the Expansion Facility; and

WHEREAS, the Parties now desire to enter into this Agreement in support of the expansion of the Company's operations in Halifax County;

NOW, THEREFORE, the Parties agree as follows:

I. Terms.

A. The County's Obligations:

1. Expansion of Facility. The County shall construct an expansion of the Current Facility suitable to serve the Company's expansion of operations with a minimum of Twenty-Five Thousand (25,000) square feet, (the "Expansion Facility"). The scope of work to be performed by the County related to the construction is more specifically detailed in the attached **Exhibit A**. The total of all cost related to the construction of the Expanded Facility, including design and contract bidding and administration services, shall not exceed Two Million Dollars (\$2,000,000.00). Construction of the Expansion Facility shall be completed not later than December 31, 2020. For purposes of this Agreement, "completion of construction" shall mean the date on which the Halifax County Planning and Development Services Department issues a certificate of occupancy to the County with regard to its construction of the Expansion Facility.

B. The Company's Obligations:

1. Job Creation. The Company has 215 full time employees as of the date of this Agreement. The Company shall create an additional 120 full time jobs on or before September 9, 2023. Following the creation of the additional full time jobs, the Company shall retain at least 335 full time employees throughout the term of this Agreement.

2. Wage Levels. The Company shall at all times pay an average hourly wage at its Halifax County facility that is at least at or above the average hourly wage paid in Halifax County. The term "average hourly wage" is defined as the average hourly wage for all private insured industries in the County as published by the N. C. Department of Commerce, Labor and Economic Analysis Division, for the most recent period for which such data is available. For informational purposes only, the Parties are informed that the current average hourly wage in Halifax County is \$15.48.

3. Ad Valorem Taxable Investment. The Company shall create an additional *ad valorem* taxable investment within the County of Two Million One Hundred Seventy-Five Dollars (\$2,175,000.00) in equipment in the Expansion Facility not later than September 9, 2023.

4. Quarterly Tax and Wage Statements. Throughout the term of this Agreement, the Company shall provide Halifax County with a copy of its Quarterly Tax and Wage Statement filed with the North Carolina Department of Commerce, Division of Employment Security ("DES"), for each calendar quarter ending on September 30. The number of full time employees and level of wages provided on this statement will be determinative of whether the Company has met its job creation, job retention and wage levels for the preceding 12 month period.

5. Equal Opportunity Employment. The Company shall provide equal opportunity to all of its employees and applicants for employment and to assure that there shall be no discrimination against any person on the basis of race, color, religion, creed, national origin, sex, age, physical or mental handicap, marital status or political beliefs unless related to a bona fide occupational requirement.

6. E-Verify Compliance. The Company certifies that it has complied the requirements of Article 2, Chapter 64, North Carolina General Statutes (which requires certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies) and the Company agrees to continue to comply with same during the term of this Agreement.

7. Payment of Tax Obligations. The Company shall remain current with any and all tax obligations to Halifax County.

8. Remedies. Pursuant to G.S. 158-7.1(h), if the Company fails to create and at least 90% of the number of additional full time jobs specified in Paragraph I.B.1, retain the at least 90% of the total number of full time jobs specified in Paragraph I.B.1, or fails to maintain an average hourly wage at the level specified in Paragraph I.B.2, the Company shall pay the following penalties to the County:

a. If, as of September 9, 2023, the Company fails to create at least 90% of the number of full time jobs required under this Agreement, the penalty paid by the Company shall be calculated by multiplying the number representing the shortfall in 90% of job creation times \$16,650.00. Subsequent creation of new jobs will not entitle the Company to refund of any portion of this penalty.

b. If, as of September 30 of any year of this Agreement, the Company fails to retain at least 90% of the number of full time jobs required under this Agreement, the penalty paid by the Company shall be calculated by multiplying the number representing the shortfall in 90% of job retention times \$16,650.00. Subsequent reinstatement of full time jobs will not entitle the Company to refund of any portion of this penalty.

c. If, as of September 30 of any year of this Agreement, the Company fails to maintain an average hourly wage at the level specified in Paragraph I.B.2, the penalty paid by the Company shall be calculated as follows:

$$[\text{Shortfall in average hourly wage}] \times [\text{\# of employees}] \times 2080 = \text{Penalty}$$

Subsequent payment of an average hourly wages at the level required will not entitle the Company to refund of any portion of this penalty.

9. Reimbursement of Grants. In addition to the penalties enumerated in Paragraph I.B.8, if the County is required to reimburse any grants funds or portion of grant funds to the Golden LEAF Foundation or the N.C. Department of Commerce, Rural Economic Development Division, because of the Company's failure to create and retain the number of additional full time jobs required under those grants, or failure to maintain wage levels specified in those grants, the Company will, upon demand, make full reimbursement to those grant agencies on behalf of the County.

C. Additional Provisions:

1. Lease of Expanded Facility. Upon completion of construction of the Expansion Facility, the County, as Lessor, and the Company, as Lessee, will terminate the "Lease and Development Agreement dated March 17, 2005, and will enter into a new Lease Agreement for the combined Current Facility and Expansion Facility (totaling 75,000 sq. ft.). A copy of the new Lease Agreement is attached hereto as **Exhibit B**.

2. Compliance with Economic Development Laws. Notwithstanding any provisions in this Agreement to the contrary, it is the express intent of the Parties to comply with all laws regarding the provision of public funds for economic development, including Article V, Section 2(1) of the North Carolina Constitution, Article 1, Chapter 158 of the North Carolina General Statutes, and relevant case law. The Parties agree that if any such provision is held to be illegal, invalid, unenforceable or otherwise inoperative, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and still be legal, valid and enforceable.

3. Compliance with Grant Agreements. Notwithstanding any provisions in this Agreement to the contrary, it is the intention of the Parties to comply with all terms and conditions of the grants awarded to the County by the Golden LEAF Foundation and the N.C. Dept. of Commerce, Rural Economic Development Division. The Parties agree that if any such provision is held to be in violation of either grant agreement, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and still be in compliance with the offended grant agreement.

II. Notices. Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement. Any communication shall be sufficiently given and deemed given when delivered by hand or five days after being mailed by first-class certified mail, postage prepaid, and addressed as follows:

A. If to the Company:

Mr. David T. Hore, President  
PCB Piezotronics of North Carolina, Inc.  
3425 Walden Avenue  
Depew, NY 14043

B. If to the County:

Mr. Tony N. Brown  
Halifax County Manager  
P. O. Box 38  
Halifax, NC 27839

III. Governing Law; Jurisdiction. This agreement shall be governed by the laws of the State of North Carolina. The Parties agree that the Superior Court of Halifax County, North Carolina, shall have exclusive jurisdiction and venue over the resolution of any disputes arising hereunder, and the Parties hereby consent to the jurisdiction of said court.



IV. Severability. If any provision of this Agreement shall be determined to be unenforceable, that determination shall not affect any other provision of this Agreement.

V. Assignment. This Agreement may not be assigned, except that the rights and obligations under this Agreement may be assigned to any subsidiary of Empire Foods, Inc., and shall inure to the benefit of and be binding upon its successors and or assigns.

VI. Entire Agreement; Amendments. This Agreement, including the Exhibits referenced herein, constitutes the entire contract between the parties, and this Agreement shall not be changed except in writing signed by all the parties.

VII. Binding Effect. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

*(This space is intentionally blank. Separate signature pages follow.)*

*County Signature Page*  
*Economic Development Agreement*  
*Dated \_\_\_\_\_, 2020*

IN WITNESS WHEREOF, the County has caused this instrument to be executed by their  
duly authorized officers effective as of the day and year first above written.

HALIFAX COUNTY

By: \_\_\_\_\_  
Tony N. Brown, County Manager

By: \_\_\_\_\_  
Vernon J. Bryant, Chairman  
Halifax County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Andrea H. Wiggins, CMC  
Clerk to the Halifax County Board of Commissioners

This instrument has been preaudited in the Manner  
Required by the Local Government and  
Fiscal Control Act

\_\_\_\_\_  
Finance Officer

Approved as to Form and Legality

\_\_\_\_\_  
County Attorney

*Company Signature Page*  
*Economic Development Agreement*  
*Dated \_\_\_\_\_, 2020*

IN WITNESS WHEREOF, the Company has caused this instrument to be executed by their duly authorized officer effective as of the day and year first above written.

PCB Piezotronics of North Carolina, Inc.

By: \_\_\_\_\_  
David T. Hore, President

## Exhibit A

### General Scope of Work for Proposed Building Expansion

25,000 square foot addition to existing facility (back wall removal not required – opening will be made to newly constructed area)

Includes slab and foundation

Structural steel framing material and erection

Precast/prestressed concrete wall panels, including priming, sealing and painting

60 mil TPO Roof System, Roofing and roof insulation (R-value of 30), Roof drain piping

7 new welded 18 gauge 3' x 7' hollow metal flush doors with finish hardware/thresholds and weather tripping and primed/sealed/painted

Two 8'x 10' insulated overhead doors and one 12' x 14' motor operated with safety photocells and standard button control stations

Installation of heating, ventilating and air conditions comparable to existing system (no special humidity controlled)

Plumbing – two gang toilets

Electrical – New 1,000 AMP 3 Phase Square D switchboard feed from existing service and wiring/receptacles

New 400 watt high-bay fixtures as required to meet manufacturing foot candle light levels

Power to 2 fans and 3 overhead doors

General sitework required for building construction included

Landscaping limited to disturbed areas

Additional parking spaces - 20 to 30 additional parking spaces

NORTH CAROLINA

HALIFAX COUNTY

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between **Halifax County**, a North Carolina unit of local government, hereinafter referred to as "County" or "Lessor", and **PCB Piezotronics of North Carolina, Inc.**, a Delaware corporation, hereinafter referred to as the "Company" or "Lessee", collectively referred to as the "Parties";

WITNESSETH:

WHEREAS, the Company currently operates a manufacturing facility in Halifax County located at 10869 N.C. Hwy. 903, Halifax, North Carolina, in a 50,000 sq. ft. building that is owned by the County and leased to the Company under a "Lease and Development Agreement" dated March 17, 2005 (the "Current Facility"); and

WHEREAS, the Company intends to expand its manufacturing facility in Halifax County at the same location; and

WHEREAS, in furtherance of the expansion of the Company's operations, the County and the Company have entered into an Economic Development Agreement ("EDA") effective \_\_\_\_\_, 2020, under the terms of which the County will construct a 25,000 sq. ft. expansion to the facility currently leased to the Company; and

WHEREAS, in support of the proposed expansion, the County has received a grant in the amount of \$535,000.00 from the Golden LEAF Foundation; and

WHEREAS, in support of the proposed expansion, the County has received Building Reuse grant in the amount of \$500,000.00 from the N.C. Department of Commerce, Rural Economic Development Division; and

WHEREAS, in furtherance of the proposed expansion, the County is pursuing additional financing, to be combined with the Golden LEAF and Building Reuse grants, for the construction of the building expansion; and

WHEREAS, under the terms of the EDA the Company will enter into a new lease agreement for the 75,000 sq. ft. facility that will be available to the Company upon completion of construction by the County;

NOW, THEREFORE, in consideration of the premises recited above and the mutual benefit to the County and the Company to be derived from the EDA and the new lease agreement contemplated thereunder, the Parties hereby agree as follows:

1. The Lease and Development Agreement dated March 17, 2005, pertaining to the current 50,000 sq. ft. building now leased to the Company shall remain in effect until 11:59:59 p.m. on the last day of the month of completion of the construction of the 25,000 sq. ft. expansion. Consistent with the terms of the EDA, "completion of construction" shall mean the date on which the Halifax County Planning and Development Services Department issues a certificate of occupancy to the County with regard to its construction of the Expansion Facility.

2. On midnight of the first day of the month following completion of construction of the 25,000 sq. ft. expansion, the Lease and Development Agreement dated March 17, 2005, including any terms and conditions related to option to purchase, shall terminate.

3. Effective midnight of the first day of the month following completion of construction of the 25,000 sq. ft. expansion (the "Commencement Date"), the County does hereby lease unto Lessee, for the term hereinafter specified, the "Demised Premises" hereinafter described, in accordance with this Lease. Lessee, for and in consideration of the mutual agreements and covenants herein mentioned and expressed, hereby does lease the Leased Premises from Lessor. The conditions, obligations, and agreements of the Parties are set forth herein.

4. Description of Leased Premises. That certain parcel of land, and all improvements thereon, located at 10869 N.C. Hwy. 903, Halifax, North Carolina, and more particularly described as follows:

That certain tract or parcel of land, and all improvements thereon, lying and being situate in the Halifax County Industrial Park, Faucett Township, Halifax County, North Carolina, and more particularly described as follows: beginning at a point located at the intersection of the center line of NC Highway 903 and the centerline of Industrial Drive (if extended); thence from said point N. 84-35-56 W. 80.85 feet to an iron pipe on the northern edge of the right-of-way of NC Highway 903; thence N. 12-49-22 W. 75.23 feet to an iron pipe on the eastern edge of Industrial Drive; thence along the eastern edge of the right-of-way for Industrial Drive (State Road 1746) N. 25-00-37 E. 916.30 feet to a point; thence turning S. 64-59-23 E. 776.02 feet to a point; thence turning S. 13-07-11 E. 131.03 feet to a point; thence turning S. 25-10-33 W. 215.50 feet to a point; thence S. 21-58-57 W. 169.83 feet to a point; thence S. 41-25-55 W. 349.59 feet to a point; thence S. 49-45-22 W. 41.70 feet to an iron pipe at the northwest corner of property now owned by Smith Chapel Church; thence along the Smith Chapel Church line N. 62-34-00 W. 327.26 feet to an iron pipe; thence turning S. 26-18-36 W. 142.40 feet to an iron pipe on the northern edge of the right-of-way for NC Highway 903; thence along the northern edge of said right-of-way N. 62-48-44 W. 372.91 feet to the point of beginning, containing 17.54 acres, more or less, according to a boundary survey entitled "Halifax Industrial Center - PBC Site" done by Green Engineering, dated February 14, 2005. This is a portion of the real property conveyed to Halifax County by deed of Halifax Horizons, Inc. dated March 31, 2004, recorded in Book 2024, Page 644, Halifax Public Registry.

5. Term; Termination.

a. Term. The term of this Lease shall begin on the Commencement Date and shall end ten (10) years thereafter unless sooner terminated in accordance with the terms of this Agreement (the "Term").

b. Termination. This lease may be terminated at any time during the Term (i) by the mutual written consent of Lessor and Lessee, (ii) by Lessee in accordance with Section 13 or Subsection 15(b), or (iii) by Lessor in accordance with Section 12.

c. No Renewal of Term. There shall be no automatic or optional renewal term under this Agreement. If the Lessee desires to continue to lease the Leased Premises a new lease agreement must be negotiated and executed before the expiration of the Term.

6. Rent. As consideration for the use of the Leased Premises, Lessee agrees to pay an amount equal to \$116,000.00 per year (the "Rent"). The first installment of Rent shall be due on the Commencement Date. Subsequent annual installments shall be due on each anniversary of the Commencement Date.

7. Taxes. Lessee shall be solely responsible for the payment of any taxes, fees, and assessments imposed or assessed upon Lessee's income, business operations, equipment, fixtures, and other personal property or assets. Lessor shall, at its sole cost and expense, pay prior to delinquency all applicable real estate taxes, fees and assessments assessed by any lawful authority against all of the real estate which is now or hereafter becomes a part of the Leased

8. Possession; Alteration to Leased Premises.

a. Possession and Use of the Leased Premises. Lessee shall be entitled to possession on the Commencement Date and shall yield possession back to Lessor at the time and date of the expiration or termination of this Lease. Lessee's use and occupancy of the Demised



Premises shall at all times comply with applicable laws, ordinances, rules, and regulations of governmental authorities.

b. Alterations. Lessee shall make no alterations, additions, or improvements (collectively, "Alterations") to the Leased Premises without the prior written consent of Lessor, not to be unreasonably withheld, conditioned or delayed. All Alterations made by, for, or at the direction of Lessee shall, when made, become the property of Lessor and shall remain upon and be surrendered with the Leased Premises at the expiration or termination of this Lease. Notwithstanding anything contained herein to the contrary, Lessee is permitted to install IT data infrastructure provided the IT data infrastructure does not materially negatively affect the structure of the Leased Premises, and Lessee shall have the right, but not the obligation, to remove same at the expiration or earlier termination of the Term.

9. Utilities, Janitorial Expenses. Lessee shall be responsible for the payment of all utilities at the Leased Premises and the provision of all janitorial services and supplies provided to the Leased Premises.

10. Care and Maintenance of the Leased Premises. Except as provided otherwise in this Section 10 or elsewhere, Lessee shall generally maintain the Leased Premises and keep the same clean and in good repair, including lawn maintenance. Lessee shall keep the roof, structural parts of the floor, walls, and other structural parts of the Leased Premises in good repair. Lessee shall maintain and make necessary repairs to the sanitary sewer system, plumbing, water pipes, and electrical wiring as well as the heating, ventilating, and air conditioning equipment. Lessee shall not knowingly permit or allow the Leased Premises to be damaged or depreciated in value by any act or negligence of Lessee, its agents, employees, invitees, or guests.

11. Insurance. Lessor shall maintain in effect at all times during the Term fire and extended coverage insurance insuring the Leased Premises in an amount equal to the full replacement value of the Leased Premises. Lessor shall have no obligation to insure any property or equipment of Lessee and Lessee shall procure and maintain at its expense throughout the Term a policy or policies of commercial property insurance, issued on an "all risks" basis, and insuring the full replacement cost of its furniture, equipment, supplies, and other property owned, leased, held, or possessed by it and contained in the Leased Premises. Lessee also shall procure and maintain at its expense throughout the Term a policy or policies of commercial general liability insurance, insuring Lessee against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the condition, use, or occupancy of the Leased Premises, or arising out of the activities of Lessee, its agents, contractors, employees, or guests in the Leased Premises. Lessee agrees to designate Lessor as an additional insured under its commercial general liability policy. Lessor and Lessee each shall have included in all policies of property insurance respectively obtained by them a waiver by the insurer of all rights of subrogation against the other in connection with any loss or damage thereby insured against. To the full extent permitted by law, Lessor and Lessee waive all right of recovery against the other for, and agrees to release the other from liability for, loss or damage to the extent that such loss or damage is covered by valid and collectible insurance in effect at the time of such loss or damage, and the proceeds of such insurance are actually collected.

12. Lessee's Default. The following shall be deemed to be an "Events of Default" by Lessee under this Lease: (i) Lessee shall fail to pay any installment of Rent or any other charge or assessment against Lessee pursuant to the terms hereof within thirty (30) days after the due date thereof; (ii) Lessee shall fail to comply with any term, provision, covenant, or warranty

made under this Lease by Lessee other than the payment of the Rent or any other charge or assessment payable by Lessee, and does not cure such failure within a reasonable time not to exceed thirty (30) days after written notice thereof to Lessee; (iii) Lessee shall file a petition under any Section or Chapter of the federal Bankruptcy Code, as amended, or under similar law or statute of the United States or any state thereof, or there shall be filed against Lessee a petition of bankruptcy or insolvency or a similar proceeding, or Lessee shall be adjudged bankrupt or insolvent in proceedings filed against Lessee; (iv) Lessee shall do or permit to be done anything which creates a lien upon the Leased Premises that is not released or bonded off within thirty (30) days after Lessee receives notice thereof; (v) Lessee shall fail meet its obligations under the Economic Development Agreement; or (vi) Lessee shall fail to meet its performance obligations, if any, under the Golden LEAF Foundation grant and Building Reuse grant from the N.C. Department of Commerce, Rural Economic Development Division.

Upon the occurrence of an Event of Default as defined in Subsection 10(a), above, Lessor shall provide written notice to Lessee, and Lessee shall have thirty (30) days in which to cure the default; provided, however, in the event of default by non-payment, Lessee shall cure such default within ten (10) days of Lessor's notice of same. Upon Lessee's failure to cure, Lessor shall have the right, in its sole discretion, to pursue any remedy at law or in equity, including but not limited to one or more of the following: (i) terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor; and/or (ii) terminate Lessee's right of possession without terminating this Lease, and retake and relet the Leased Premises.

13. Lessor's Default. If Lessor fails to perform any of Lessor's obligations under this Lease, Lessee gives Lessor written notice setting forth in reasonable detail the nature of the default, and such default continues for thirty (30) days after the giving of the notice, Lessee,

without thereby waiving the default, and in addition to any other right or remedy of Lessee, shall have the right (but shall not be obligated) to terminate this Lease upon providing written notice to Lessor.

14. Quiet Enjoyment. Lessor warrants that it has full right and authority to enter into this Lease and perform its obligations hereunder, and Lessor covenants that during the Term of this Lease Lessor shall not cause or suffer anything to be done which will impair Lessee's leasehold interest and rights hereunder. Lessor shall defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the Term.

15. Destruction of Leased Premises.

a. Partial Destruction of the Leased Premises. If the Leased Premises shall be partially destroyed by fire, or other casualty, whereby the Leased Premises shall be rendered unusable only in part, Lessor shall cause the damage to be repaired, and this Lease shall remain in full force and effect, but Rent shall be prorated based upon the portion of the Leased Premises that remains useable.

b. Total Destruction of the Leased Premises. If by reason of fire or other casualty the Leased Premises shall be rendered wholly unusable, or if the damage results from a cause not covered by fire and extended coverage insurance that Lessor is required to maintain pursuant to the terms of this Lease, Lessee shall have the option to terminate this Lease by providing Lessor with Notice thereof within thirty (30) days after the casualty, in which event this Lease shall cease as of the date of said damage or destruction.

16. Hazardous Materials. Lessee shall not bring onto the Leased Premises any Hazardous Materials (as defined below) except in compliance with all requirements of any constituted public authority and all federal, state, and local codes, statutes, ordinances, rules and regulations,

and laws, whether now in force or hereafter adopted relating to Lessee's use of the Leased Premises, or relating to the storage, use, disposal, processing, distribution, shipping or sales of any hazardous, flammable, toxic, or dangerous materials, waste or substance, the presence of which is regulated by a federal, state, or local law, ruling, rule or regulation (hereafter collectively referred to as "Hazardous Materials"). Lessee covenants that it shall refrain from unlawfully disposing of or allowing the disposal of any Hazardous Materials upon, within, about or under the Leased Premises and Lessee shall remove all Hazardous Materials from the Leased Premises which were placed or stored there by Lessee, upon the expiration or earlier termination of this Lease, in compliance with all applicable laws.

17. Lessor's Right of Entry. Lessor and its agents, employees, and independent contractors shall have the right to enter the Leased Premises at reasonable hours to inspect and examine same, provided, however, that Lessor shall afford Lessee such prior notification of an entry into the Leased Premises as shall be reasonably practicable under the circumstances, and, to the extent possible, undertake not to disrupt Lessee's business on the Leased Premises during normal business hours.

18. Subordination of Leases. The Lease and Development Agreement dated March 17, 2005, and this Lease Agreement shall be subordinate to any and all instruments securing the payment of any indebtedness incurred by the Lessor for expansion or other improvements of the Premises, whether incurred before or after the execution of this Lease Agreement. Lessee will execute any instruments reasonably necessary to give further effect to this subordination.

19. Surrender of Premises. Upon the expiration or other termination of this Lease, Lessee shall quit and surrender to Lessor the Leased Premises, broom clean in the same condition as it received it on the Commencement Date, reasonable wear and tear excepted, and Lessee shall

remove all of its equipment, belongings, and fixtures from the Leased Premises. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease.

20. Signs. Lessee shall have the right to install signage on or about the Leased Premises and the Building as determined by Lessee provided that such signage, and Lessee's installation thereof, shall comply with all applicable local codes and ordinances.

21. Notices. Any notice required under this Agreement shall be in writing, and delivered by registered or certified mail to the other party at the last known business address of such party unless such party gives notice in writing to the other party of another address to which such notice shall be sent. Hand delivery to such address shall also suffice if signed for by a representative of the party receiving the notice.

22. Assignment, Subletting and Hypothecation Lessee Prohibited. Lessee shall not assign this Lease or any interest herein in whole or in part, or sublet all or any portion of the Leased Premises, or mortgage, pledge, encumber or hypothecate any portion of the Leased Premises.

23. Entire Agreement; Amendments. This Agreement constitutes the entire contract between the parties with respect to the Leased Premises, and this Agreement shall not be changed except in writing signed by all the parties.

24. Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the State of North Carolina. The Parties agree that the Superior Court of Halifax County, North Carolina, shall have exclusive jurisdiction and venue over the resolution of any disputes arising hereunder, and the Parties hereby consent to the jurisdiction of said court.

25. Relationship. This Lease does not constitute an agreement of partnership or joint venture, and does not create a relationship of principal and agent. Neither party shall have the

authority to act as agent of the other for any purpose. The parties are, and shall remain, independent actors responsible for all their respective obligations and responsibilities.

26. Compliance With Economic Development Laws. Notwithstanding any provisions in this Lease to the contrary, it is the express intent of the Parties to comply with all laws regarding the provision of public funds or property for economic development, including Article V, Section 2(1) of the North Carolina Constitution, Article 1, Chapter 158 of the North Carolina General Statutes, and relevant case law. The Parties agree that if any such provision is held to be illegal, invalid, unenforceable or otherwise inoperative, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and still be legal, valid and enforceable.

27. Compliance With Grant Provisions. Notwithstanding any provisions in this Lease to the contrary, it is the intention of the Parties to comply with all terms and conditions of the grants awarded to the County by the Golden LEAF Foundation and the N.C. Dept. of Commerce, Rural Economic Development Division. The Parties agree that if any such provision is held to be in violation of either grant agreement, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and still be in compliance with the offended grant agreement.

28. Notices. Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement. Any communication shall be sufficiently given and deemed given when delivered by hand or five days after being mailed by first-class certified mail, postage prepaid, and addressed as follows:

A. If to the Company:  
Mr. David T. Hore, President  
PCB Piezotronics of North Carolina, Inc.  
3425 Walden Avenue  
Depew, NY 14043

B. If to the County:  
Mr. Tony N. Brown (or successor)  
Halifax County Manager  
Post Office Box 38  
Halifax, North Carolina 27839

29. Waiver. No waiver of any of the provisions of this Lease or of any breach or violation of any provision of this Lease shall be valid unless in writing and signed by the party against whom such waiver is asserted. The waiver by any party of a breach or violation of any provision of this Lease shall not operate or be construed to be a waiver of any subsequent breach hereof.

30. E-Verify. The Lessee certifies that it has complied the requirements of Article 2, Chapter 64, North Carolina General Statutes (which requires certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies) and the Lessee agrees to continue to comply with same during the term of this Agreement.

31. Execution of Agreement; Counterparts. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement.

*[This space intentionally blank. Separate signature pages follow.]*



*County Signature Page  
Lease Agreement*

*Dated \_\_\_\_\_, 2020*

IN WITNESS WHEREOF, the County has caused this instrument to be executed by their  
duly authorized officers effective as of the day and year first above written.

HALIFAX COUNTY

By: \_\_\_\_\_  
Tony N. Brown, County Manager

By: \_\_\_\_\_  
Vernon J. Bryant, Chairman  
Halifax County Board of Commissioners

ATTEST:

\_\_\_\_\_  
[Deputy] Clerk to the Halifax County Board of Commissioners

This instrument has been preaudited in the Manner  
Required by the Local Government and  
Fiscal Control Act

\_\_\_\_\_  
Finance Officer

Approved as to Form and Legality

\_\_\_\_\_  
County Attorney

*Company Signature Page  
Lease Agreement*

*Dated* \_\_\_\_\_, 2020

IN WITNESS WHEREOF, the Company has caused this instrument to be executed by their duly authorized officer effective as of the day and year first above written.

PCB Piezotronics of North Carolina, Inc.

By: \_\_\_\_\_  
David T. Hore, President



**AGENDA**  
**Halifax County Board of Commissioners**  
**Regular Meeting**

**TO:** Halifax County Board of Commissioners

**FROM:** Chris Utesh, CloudWyze Inc

**PRESENTER:** Chris Utesh, CloudWyze Inc

**SUBJECT:** CloudWyze - Halifax County Broadband Project

**DATE:** March 9, 2020 Regular Meeting

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**SUPPORTING INFORMATION:**

CloudWyze Inc. is expanding broadband throughout Halifax County and would like to discuss their \$2.28M project. The project is being funded by a \$1.48M NC Growing Rural Economies with Access to Technology (GREAT) Grant and \$800k funded directly by CloudWyze.

The Halifax County Broadband Project will bring broadband access to 857 Households representing 2,264 Halifax County citizens who currently lack 10x1 access in the census blocks that are directly under the initial tower sites. An additional 727 households throughout the county can be reached with the repeater poles, for a total of approximately 1,500 total households. Additionally, an estimated 10 agriculture operations, 25 businesses and 10 community anchor points will receive broadband access.

Also being presented is an Access Agreement , which will allow CloudWyze to erect equipment on top of our water towers. The fees paid from the agreement will go into the Public Utilities Surplus Fund.

**ATTACHMENTS:**

Description

No Attachments Available

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**TOTAL COST:**

**COUNTY COST:**

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**REQUEST:** Request the Board listen to the presentation and ask any questions they have regarding the project.



**AGENDA**  
**Halifax County Board of Commissioners**  
**Regular Meeting**

**TO:** Halifax County Board of Commissioners

**FROM:** M. Glynn Rollins, Jr., County Attorney

**PRESENTER:** Cathy A. Scott, Economic Development Director

**SUBJECT:** Approval of Expansion and Lease of County Industrial Building to PCB Piezotronics

**DATE:** March 9, 2020 Regular Meeting

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**SUPPORTING INFORMATION:**

Please refer to the information provided in connection with the public hearing conducted earlier in this agenda.

Attached to this agenda item is a proposed resolution approving the Economic Development Agreement and the Lease Agreement.

**ATTACHMENTS:**

Description

- ▢ Resolution
- ▢ Proposed Economic Development Agreement-PCB
- ▢ Exhibit to Econ. Dev. Agmt.
- ▢ Proposed Lease Agreement

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**TOTAL COST:**NTE \$2,000,000 **COUNTY COST:**NTE \$940,000 plus financing cost

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**REQUEST:** Discuss and consider adoption of the "Resolution Authorizing the Appropriation and Expenditure of Certain Funds and Other Actions in Support of the Expansion of Operations of PCB Piezotronics of North Carolina, Inc."

RESOLUTION AUTHORIZING THE APPROPRIATION AND EXPENDITURE OF CERTAIN  
FUNDS AND OTHER ACTIONS IN SUPPORT OF THE EXPANSION OF  
OPERATIONS OF PCB PIEZOTRONICS OF NORTH CAROLINA, INC.

WHEREAS, G.S. 158-7.1(a) authorizes a county to make appropriations and expenditures for economic development purposes "funded by the levy of property taxes pursuant to G.S. 153A-149 . . . and by the allocation of other revenues whose use is not otherwise restricted by law"; and

WHEREAS, G.S. 158-7.1(b)(4) authorizes a county to "acquire, construct, convey or lease a building suitable for industrial or commercial use"; and

WHEREAS, the Company currently operates a manufacturing facility in Halifax County located at 10869 N.C. Hwy. 903, Halifax, North Carolina, in a 50,000 sq. ft. building that is owned by the County and leased to the Company under a "Lease and Development Agreement" dated March 17, 2005 (the "Current Facility"); and

WHEREAS, the Company intends to expand its manufacturing operations in Halifax County at the same location; and

WHEREAS, the County intends to support the Company's expansion of operations by constructing a 25,000 sq. ft. expansion of the building now under lease to the Company and thereafter terminate the existing lease and enter into a new lease with the Company for the expanded facility pursuant to and in compliance with G.S. 158-7.1(d) and (d2); and

WHEREAS, in support of the proposed expansion, the County has received a grant in the amount of \$535,000.00 from the Golden LEAF Foundation; and

WHEREAS, also in support of the proposed expansion, the County has received Building Reuse grant in the amount of \$500,000.00 from the N.C. Department of Commerce, Rural Economic Development Division; and

WHEREAS, in furtherance of the proposed expansion, the County will pursue additional financing, to be combined with the Golden LEAF and Building Reuse grants, for the construction of the expansion; and

WHEREAS, it is anticipated that as a result of the expansion of its operations the Company will make an additional taxable investment in machinery and equipment of at least \$2,175,000.00 in Halifax County; and

WHEREAS, it is anticipated that as a result of the expansion of its operations the Company will create 120 new full-time jobs in Halifax County which will pay wages exceeding the average weekly wage for Halifax County; and

WHEREAS, the Board has determined that the fair market value of the leasehold interest, subject to the conditions in the proposed Lease Agreement, is \$116,000.00 per year, and that the consideration for the lease will not be less than the value so determined; and

WHEREAS, a copies of the proposed Economic Development Agreement and Lease Agreement were presented to the Halifax County Board of Commissioners prior to the consideration and adoption of this resolution; and

WHEREAS, the Board held a public hearing pursuant to G.S. 158-7.1(c) regarding the appropriation and expenditure of the Grant Funds and the anticipated loan funds for the expansion of the facility now occupied by the Company; and

WHEREAS, the Board finds that the expansion of the Company's operations in Halifax County will stimulate, diversify, and stabilize the local economy, promote business in Halifax County, increase the population and taxable property in Halifax County, and result in the creation of a substantial number of jobs in Halifax County paying at or above the average wage in the county, all of which justify the actions taken herein;

NOW, THEREFORE, BE IT RESOLVED:

1. The Board does hereby approve the appropriation and expenditure of the Grant Funds and the anticipated loan funds for a 25,000 sq. ft. expansion of the facility now occupied by the Company.

2. The Board does hereby authorize the Chairman and other appropriate county officials and staff to execute all documents or instruments reasonably necessary to carry out the purposes set forth in this resolution, including but not necessarily limited to the Economic Development Agreement and the Lease Agreement, in substantially the same form as presented to the Board prior to the adoption of this resolution. All documents or instruments shall require approval of the County Attorney prior to execution.

Adopted this 9th day of March, 2020.

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Vernon J. Bryant, Chairman  
Halifax County Board of Commissioners

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Andrea H. Wiggins, MMC  
Clerk to the Board

NORTH CAROLINA

ECONOMIC DEVELOPMENT AGREEMENT

HALIFAX COUNTY

THIS ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between, **Halifax County**, a North Carolina unit of local government, hereinafter referred to as the "County", and **PCB Piezotronics of North Carolina, Inc.**, a Delaware corporation, hereinafter referred to as the "Company", with both being collectively referred to as the "Parties";

WITNESSETH:

WHEREAS, the Company currently operates a manufacturing facility in Halifax County located at 10869 N.C. Hwy. 903, Halifax, North Carolina, in a 50,000 sq. ft. building that is owned by the County and leased to the Company under a "Lease and Development Agreement" dated March 17, 2005 (the "Current Facility"); and

WHEREAS, the Company intends to expand its manufacturing operations in Halifax County at the same location; and

WHEREAS, in furtherance of the expansion of the Company's operations, the County intends to construct a 25,000 sq. ft. expansion to the Current Facility; and

WHEREAS, in support of the proposed expansion of operations, the Company has received a Job Development Investment Grant ("JDIG") in the amount of \$940,000.00 from the N. C. Department of Commerce; and

WHEREAS, in support of the proposed expansion, the County has received a grant in the amount of \$535,000.00 from the Golden LEAF Foundation; and

WHEREAS, in support of the proposed expansion, the County has received Building Reuse grant in the amount of \$500,000.00 from the N.C. Department of Commerce, Rural Economic Development Division; and

WHEREAS, in furtherance of the proposed expansion, the County will pursue additional financing, to be combined with the Golden LEAF and Building Reuse grants, for the construction of the Expansion Facility; and

WHEREAS, the Parties now desire to enter into this Agreement in support of the expansion of the Company's operations in Halifax County;

NOW, THEREFORE, the Parties agree as follows:

I. Terms.

A. The County's Obligations:



1. Expansion of Facility. The County shall construct an expansion of the Current Facility suitable to serve the Company's expansion of operations with a minimum of Twenty-Five Thousand (25,000) square feet, (the "Expansion Facility"). The scope of work to be performed by the County related to the construction is more specifically detailed in the attached **Exhibit A**. The total of all cost related to the construction of the Expanded Facility, including design and contract bidding and administration services, shall not exceed Two Million Dollars (\$2,000,000.00). Construction of the Expansion Facility shall be completed not later than December 31, 2020. For purposes of this Agreement, "completion of construction" shall mean the date on which the Halifax County Planning and Development Services Department issues a certificate of occupancy to the County with regard to its construction of the Expansion Facility.

B. The Company's Obligations:

1. Job Creation. The Company has 215 full time employees as of the date of this Agreement. The Company shall create an additional 120 full time jobs on or before September 9, 2023. Following the creation of the additional full time jobs, the Company shall retain at least 335 full time employees throughout the term of this Agreement.

2. Wage Levels. The Company shall at all times pay an average hourly wage at its Halifax County facility that is at least at or above the average hourly wage paid in Halifax County. The term "average hourly wage" is defined as the average hourly wage for all private insured industries in the County as published by the N. C. Department of Commerce, Labor and Economic Analysis Division, for the most recent period for which such data is available. For informational purposes only, the Parties are informed that the current average hourly wage in Halifax County is \$15.48.

3. Ad Valorem Taxable Investment. The Company shall create an additional *ad valorem* taxable investment within the County of Two Million One Hundred Seventy-Five Dollars (\$2,175,000.00) in equipment in the Expansion Facility not later than September 9, 2023.

4. Quarterly Tax and Wage Statements. Throughout the term of this Agreement, the Company shall provide Halifax County with a copy of its Quarterly Tax and Wage Statement filed with the North Carolina Department of Commerce, Division of Employment Security ("DES"), for each calendar quarter ending on September 30. The number of full time employees and level of wages provided on this statement will be determinative of whether the Company has met its job creation, job retention and wage levels for the preceding 12 month period.

5. Equal Opportunity Employment. The Company shall provide equal opportunity to all of its employees and applicants for employment and to assure that there shall be no discrimination against any person on the basis of race, color, religion, creed, national origin, sex, age, physical or mental handicap, marital status or political beliefs unless related to a bona fide occupational requirement.

6. E-Verify Compliance. The Company certifies that it has complied the requirements of Article 2, Chapter 64, North Carolina General Statutes (which requires certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies) and the Company agrees to continue to comply with same during the term of this Agreement.

7. Payment of Tax Obligations. The Company shall remain current with any and all tax obligations to Halifax County.

8. Remedies. Pursuant to G.S. 158-7.1(h), if the Company fails to create and at least 90% of the number of additional full time jobs specified in Paragraph I.B.1, retain the at least 90% of the total number of full time jobs specified in Paragraph I.B.1, or fails to maintain an average hourly wage at the level specified in Paragraph I.B.2, the Company shall pay the following penalties to the County:

a. If, as of September 9, 2023, the Company fails to create at least 90% of the number of full time jobs required under this Agreement, the penalty paid by the Company shall be calculated by multiplying the number representing the shortfall in 90% of job creation times \$16,650.00. Subsequent creation of new jobs will not entitle the Company to refund of any portion of this penalty.

b. If, as of September 30 of any year of this Agreement, the Company fails to retain at least 90% of the number of full time jobs required under this Agreement, the penalty paid by the Company shall be calculated by multiplying the number representing the shortfall in 90% of job retention times \$16,650.00. Subsequent reinstatement of full time jobs will not entitle the Company to refund of any portion of this penalty.

c. If, as of September 30 of any year of this Agreement, the Company fails to maintain an average hourly wage at the level specified in Paragraph I.B.2, the penalty paid by the Company shall be calculated as follows:

$$[\text{Shortfall in average hourly wage}] \times [\text{\# of employees}] \times 2080 = \text{Penalty}$$

Subsequent payment of an average hourly wages at the level required will not entitle the Company to refund of any portion of this penalty.

9. Reimbursement of Grants. In addition to the penalties enumerated in Paragraph I.B.8, if the County is required to reimburse any grants funds or portion of grant funds to the Golden LEAF Foundation or the N.C. Department of Commerce, Rural Economic Development Division, because of the Company's failure to create and retain the number of additional full time jobs required under those grants, or failure to maintain wage levels specified in those grants, the Company will, upon demand, make full reimbursement to those grant agencies on behalf of the County.

C. Additional Provisions:

1. Lease of Expanded Facility. Upon completion of construction of the Expansion Facility, the County, as Lessor, and the Company, as Lessee, will terminate the "Lease and Development Agreement dated March 17, 2005, and will enter into a new Lease Agreement for the combined Current Facility and Expansion Facility (totaling 75,000 sq. ft.). A copy of the new Lease Agreement is attached hereto as **Exhibit B**.

2. Compliance with Economic Development Laws. Notwithstanding any provisions in this Agreement to the contrary, it is the express intent of the Parties to comply with all laws regarding the provision of public funds for economic development, including Article V, Section 2(1) of the North Carolina Constitution, Article 1, Chapter 158 of the North Carolina General Statutes, and relevant case law. The Parties agree that if any such provision is held to be illegal, invalid, unenforceable or otherwise inoperative, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and still be legal, valid and enforceable.

3. Compliance with Grant Agreements. Notwithstanding any provisions in this Agreement to the contrary, it is the intention of the Parties to comply with all terms and conditions of the grants awarded to the County by the Golden LEAF Foundation and the N.C. Dept. of Commerce, Rural Economic Development Division. The Parties agree that if any such provision is held to be in violation of either grant agreement, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and still be in compliance with the offended grant agreement.

II. Notices. Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement. Any communication shall be sufficiently given and deemed given when delivered by hand or five days after being mailed by first-class certified mail, postage prepaid, and addressed as follows:

A. If to the Company:

Mr. David T. Hore, President  
PCB Piezotronics of North Carolina, Inc.  
3425 Walden Avenue  
Depew, NY 14043

B. If to the County:

Mr. Tony N. Brown  
Halifax County Manager  
P. O. Box 38  
Halifax, NC 27839

III. Governing Law; Jurisdiction. This agreement shall be governed by the laws of the State of North Carolina. The Parties agree that the Superior Court of Halifax County, North Carolina, shall have exclusive jurisdiction and venue over the resolution of any disputes arising hereunder, and the Parties hereby consent to the jurisdiction of said court.

IV. Severability. If any provision of this Agreement shall be determined to be unenforceable, that determination shall not affect any other provision of this Agreement.

V. Assignment. This Agreement may not be assigned, except that the rights and obligations under this Agreement may be assigned to any subsidiary of Empire Foods, Inc., and shall inure to the benefit of and be binding upon its successors and or assigns.

VI. Entire Agreement; Amendments. This Agreement, including the Exhibits referenced herein, constitutes the entire contract between the parties, and this Agreement shall not be changed except in writing signed by all the parties.

VII. Binding Effect. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

*(This space is intentionally blank. Separate signature pages follow.)*

*County Signature Page*  
*Economic Development Agreement*  
*Dated \_\_\_\_\_, 2020*

IN WITNESS WHEREOF, the County has caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

HALIFAX COUNTY

By: \_\_\_\_\_  
Tony N. Brown, County Manager

By: \_\_\_\_\_  
Vernon J. Bryant, Chairman  
Halifax County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Andrea H. Wiggins, CMC  
Clerk to the Halifax County Board of Commissioners

This instrument has been preaudited in the Manner  
Required by the Local Government and  
Fiscal Control Act

\_\_\_\_\_  
Finance Officer

Approved as to Form and Legality

\_\_\_\_\_  
County Attorney

*Company Signature Page*  
*Economic Development Agreement*  
*Dated \_\_\_\_\_, 2020*

IN WITNESS WHEREOF, the Company has caused this instrument to be executed by their duly authorized officer effective as of the day and year first above written.

PCB Piezotronics of North Carolina, Inc.

By: \_\_\_\_\_  
David T. Hore, President

## Exhibit A

### General Scope of Work for Proposed Building Expansion

25,000 square foot addition to existing facility (back wall removal not required – opening will be made to newly constructed area)

Includes slab and foundation

Structural steel framing material and erection

Precast/prestressed concrete wall panels, including priming, sealing and painting

60 mil TPO Roof System, Roofing and roof insulation (R-value of 30), Roof drain piping

7 new welded 18 gauge 3' x 7' hollow metal flush doors with finish hardware/thresholds and weather tripping and primed/sealed/painted

Two 8'x 10' insulated overhead doors and one 12' x 14' motor operated with safety photocells and standard button control stations

Installation of heating, ventilating and air conditions comparable to existing system (no special humidity controlled)

Plumbing – two gang toilets

Electrical – New 1,000 AMP 3 Phase Square D switchboard feed from existing service and wiring/receptacles

New 400 watt high-bay fixtures as required to meet manufacturing foot candle light levels

Power to 2 fans and 3 overhead doors

General sitework required for building construction included

Landscaping limited to disturbed areas

Additional parking spaces - 20 to 30 additional parking spaces

NORTH CAROLINA

HALIFAX COUNTY

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between **Halifax County**, a North Carolina unit of local government, hereinafter referred to as "County" or "Lessor", and **PCB Piezotronics of North Carolina, Inc.**, a Delaware corporation, hereinafter referred to as the "Company" or "Lessee", collectively referred to as the "Parties";

WITNESSETH:

WHEREAS, the Company currently operates a manufacturing facility in Halifax County located at 10869 N.C. Hwy. 903, Halifax, North Carolina, in a 50,000 sq. ft. building that is owned by the County and leased to the Company under a "Lease and Development Agreement" dated March 17, 2005 (the "Current Facility"); and

WHEREAS, the Company intends to expand its manufacturing facility in Halifax County at the same location; and

WHEREAS, in furtherance of the expansion of the Company's operations, the County and the Company have entered into an Economic Development Agreement ("EDA") effective \_\_\_\_\_, 2020, under the terms of which the County will construct a 25,000 sq. ft. expansion to the facility currently leased to the Company; and

WHEREAS, in support of the proposed expansion, the County has received a grant in the amount of \$535,000.00 from the Golden LEAF Foundation; and



WHEREAS, in support of the proposed expansion, the County has received Building Reuse grant in the amount of \$500,000.00 from the N.C. Department of Commerce, Rural Economic Development Division; and

WHEREAS, in furtherance of the proposed expansion, the County is pursuing additional financing, to be combined with the Golden LEAF and Building Reuse grants, for the construction of the building expansion; and

WHEREAS, under the terms of the EDA the Company will enter into a new lease agreement for the 75,000 sq. ft. facility that will be available to the Company upon completion of construction by the County;

NOW, THEREFORE, in consideration of the premises recited above and the mutual benefit to the County and the Company to be derived from the EDA and the new lease agreement contemplated thereunder, the Parties hereby agree as follows:

1. The Lease and Development Agreement dated March 17, 2005, pertaining to the current 50,000 sq. ft. building now leased to the Company shall remain in effect until 11:59:59 p.m. on the last day of the month of completion of the construction of the 25,000 sq. ft. expansion. Consistent with the terms of the EDA, "completion of construction" shall mean the date on which the Halifax County Planning and Development Services Department issues a certificate of occupancy to the County with regard to its construction of the Expansion Facility.

2. On midnight of the first day of the month following completion of construction of the 25,000 sq. ft. expansion, the Lease and Development Agreement dated March 17, 2005, including any terms and conditions related to option to purchase, shall terminate.

3. Effective midnight of the first day of the month following completion of construction of the 25,000 sq. ft. expansion (the "Commencement Date"), the County does hereby lease unto Lessee, for the term hereinafter specified, the "Demised Premises" hereinafter described, in accordance with this Lease. Lessee, for and in consideration of the mutual agreements and covenants herein mentioned and expressed, hereby does lease the Leased Premises from Lessor. The conditions, obligations, and agreements of the Parties are set forth herein.

4. Description of Leased Premises. That certain parcel of land, and all improvements thereon, located at 10869 N.C. Hwy. 903, Halifax, North Carolina, and more particularly described as follows:

That certain tract or parcel of land, and all improvements thereon, lying and being situate in the Halifax County Industrial Park, Faucett Township, Halifax County, North Carolina, and more particularly described as follows: beginning at a point located at the intersection of the center line of NC Highway 903 and the centerline of Industrial Drive (if extended); thence from said point N. 84-35-56 W. 80.85 feet to an iron pipe on the northern edge of the right-of-way of NC Highway 903; thence N. 12-49-22 W. 75.23 feet to an iron pipe on the eastern edge of Industrial Drive; thence along the eastern edge of the right-of-way for Industrial Drive (State Road 1746) N. 25-00-37 E. 916.30 feet to a point; thence turning S. 64-59-23 E. 776.02 feet to a point; thence turning S. 13-07-11 E. 131.03 feet to a point; thence turning S. 25-10-33 W. 215.50 feet to a point; thence S. 21-58-57 W. 169.83 feet to a point; thence S. 41-25-55 W. 349.59 feet to a point; thence S. 49-45-22 W. 41.70 feet to an iron pipe at the northwest corner of property now owned by Smith Chapel Church; thence along the Smith Chapel Church line N. 62-34-00 W. 327.26 feet to an iron pipe; thence turning S. 26-18-36 W. 142.40 feet to an iron pipe on the northern edge of the right-of-way for NC Highway 903; thence along the northern edge of said right-of-way N. 62-48-44 W. 372.91 feet to the point of beginning, containing 17.54 acres, more or less, according to a boundary survey entitled "Halifax Industrial Center - PBC Site" done by Green Engineering, dated February 14, 2005. This is a portion of the real property conveyed to Halifax County by deed of Halifax Horizons, Inc. dated March 31, 2004, recorded in Book 2024, Page 644, Halifax Public Registry.

5. Term; Termination.

a. Term. The term of this Lease shall begin on the Commencement Date and shall end ten (10) years thereafter unless sooner terminated in accordance with the terms of this Agreement (the "Term").

b. Termination. This lease may be terminated at any time during the Term (i) by the mutual written consent of Lessor and Lessee, (ii) by Lessee in accordance with Section 13 or Subsection 15(b), or (iii) by Lessor in accordance with Section 12.

c. No Renewal of Term. There shall be no automatic or optional renewal term under this Agreement. If the Lessee desires to continue to lease the Leased Premises a new lease agreement must be negotiated and executed before the expiration of the Term.

6. Rent. As consideration for the use of the Leased Premises, Lessee agrees to pay an amount equal to \$116,000.00 per year (the "Rent"). The first installment of Rent shall be due on the Commencement Date. Subsequent annual installments shall be due on each anniversary of the Commencement Date.

7. Taxes. Lessee shall be solely responsible for the payment of any taxes, fees, and assessments imposed or assessed upon Lessee's income, business operations, equipment, fixtures, and other personal property or assets. Lessor shall, at its sole cost and expense, pay prior to delinquency all applicable real estate taxes, fees and assessments assessed by any lawful authority against all of the real estate which is now or hereafter becomes a part of the Leased

8. Possession; Alteration to Leased Premises.

a. Possession and Use of the Leased Premises. Lessee shall be entitled to possession on the Commencement Date and shall yield possession back to Lessor at the time and date of the expiration or termination of this Lease. Lessee's use and occupancy of the Demised

Premises shall at all times comply with applicable laws, ordinances, rules, and regulations of governmental authorities.

b. Alterations. Lessee shall make no alterations, additions, or improvements (collectively, "Alterations") to the Leased Premises without the prior written consent of Lessor, not to be unreasonably withheld, conditioned or delayed. All Alterations made by, for, or at the direction of Lessee shall, when made, become the property of Lessor and shall remain upon and be surrendered with the Leased Premises at the expiration or termination of this Lease. Notwithstanding anything contained herein to the contrary, Lessee is permitted to install IT data infrastructure provided the IT data infrastructure does not materially negatively affect the structure of the Leased Premises, and Lessee shall have the right, but not the obligation, to remove same at the expiration or earlier termination of the Term.

9. Utilities, Janitorial Expenses. Lessee shall be responsible for the payment of all utilities at the Leased Premises and the provision of all janitorial services and supplies provided to the Leased Premises.

10. Care and Maintenance of the Leased Premises. Except as provided otherwise in this Section 10 or elsewhere, Lessee shall generally maintain the Leased Premises and keep the same clean and in good repair, including lawn maintenance. Lessee shall keep the roof, structural parts of the floor, walls, and other structural parts of the Leased Premises in good repair. Lessee shall maintain and make necessary repairs to the sanitary sewer system, plumbing, water pipes, and electrical wiring as well as the heating, ventilating, and air conditioning equipment. Lessee shall not knowingly permit or allow the Leased Premises to be damaged or depreciated in value by any act or negligence of Lessee, its agents, employees, invitees, or guests.

11. Insurance. Lessor shall maintain in effect at all times during the Term fire and extended coverage insurance insuring the Leased Premises in an amount equal to the full replacement value of the Leased Premises. Lessor shall have no obligation to insure any property or equipment of Lessee and Lessee shall procure and maintain at its expense throughout the Term a policy or policies of commercial property insurance, issued on an "all risks" basis, and insuring the full replacement cost of its furniture, equipment, supplies, and other property owned, leased, held, or possessed by it and contained in the Leased Premises. Lessee also shall procure and maintain at its expense throughout the Term a policy or policies of commercial general liability insurance, insuring Lessee against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the condition, use, or occupancy of the Leased Premises, or arising out of the activities of Lessee, its agents, contractors, employees, or guests in the Leased Premises. Lessee agrees to designate Lessor as an additional insured under its commercial general liability policy. Lessor and Lessee each shall have included in all policies of property insurance respectively obtained by them a waiver by the insurer of all rights of subrogation against the other in connection with any loss or damage thereby insured against. To the full extent permitted by law, Lessor and Lessee waive all right of recovery against the other for, and agrees to release the other from liability for, loss or damage to the extent that such loss or damage is covered by valid and collectible insurance in effect at the time of such loss or damage, and the proceeds of such insurance are actually collected.

12. Lessee's Default. The following shall be deemed to be an "Events of Default" by Lessee under this Lease: (i) Lessee shall fail to pay any installment of Rent or any other charge or assessment against Lessee pursuant to the terms hereof within thirty (30) days after the due date thereof; (ii) Lessee shall fail to comply with any term, provision, covenant, or warranty

made under this Lease by Lessee other than the payment of the Rent or any other charge or assessment payable by Lessee, and does not cure such failure within a reasonable time not to exceed thirty (30) days after written notice thereof to Lessee; (iii) Lessee shall file a petition under any Section or Chapter of the federal Bankruptcy Code, as amended, or under similar law or statute of the United States or any state thereof, or there shall be filed against Lessee a petition of bankruptcy or insolvency or a similar proceeding, or Lessee shall be adjudged bankrupt or insolvent in proceedings filed against Lessee; (iv) Lessee shall do or permit to be done anything which creates a lien upon the Leased Premises that is not released or bonded off within thirty (30) days after Lessee receives notice thereof; (v) Lessee shall fail meet its obligations under the Economic Development Agreement; or (vi) Lessee shall fail to meet its performance obligations, if any, under the Golden LEAF Foundation grant and Building Reuse grant from the N.C. Department of Commerce, Rural Economic Development Division.

Upon the occurrence of an Event of Default as defined in Subsection 10(a), above, Lessor shall provide written notice to Lessee, and Lessee shall have thirty (30) days in which to cure the default; provided, however, in the event of default by non-payment, Lessee shall cure such default within ten (10) days of Lessor's notice of same. Upon Lessee's failure to cure, Lessor shall have the right, in its sole discretion, to pursue any remedy at law or in equity, including but not limited to one or more of the following: (i) terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor; and/or (ii) terminate Lessee's right of possession without terminating this Lease, and retake and relet the Leased Premises.

13. Lessor's Default. If Lessor fails to perform any of Lessor's obligations under this Lease, Lessee gives Lessor written notice setting forth in reasonable detail the nature of the default, and such default continues for thirty (30) days after the giving of the notice, Lessee,

without thereby waiving the default, and in addition to any other right or remedy of Lessee, shall have the right (but shall not be obligated) to terminate this Lease upon providing written notice to Lessor.

14. Quiet Enjoyment. Lessor warrants that it has full right and authority to enter into this Lease and perform its obligations hereunder, and Lessor covenants that during the Term of this Lease Lessor shall not cause or suffer anything to be done which will impair Lessee's leasehold interest and rights hereunder. Lessor shall defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the Term.

15. Destruction of Leased Premises.

a. Partial Destruction of the Leased Premises. If the Leased Premises shall be partially destroyed by fire, or other casualty, whereby the Leased Premises shall be rendered unusable only in part, Lessor shall cause the damage to be repaired, and this Lease shall remain in full force and effect, but Rent shall be prorated based upon the portion of the Leased Premises that remains useable.

b. Total Destruction of the Leased Premises. If by reason of fire or other casualty the Leased Premises shall be rendered wholly unusable, or if the damage results from a cause not covered by fire and extended coverage insurance that Lessor is required to maintain pursuant to the terms of this Lease, Lessee shall have the option to terminate this Lease by providing Lessor with Notice thereof within thirty (30) days after the casualty, in which event this Lease shall cease as of the date of said damage or destruction.

16. Hazardous Materials. Lessee shall not bring onto the Leased Premises any Hazardous Materials (as defined below) except in compliance with all requirements of any constituted public authority and all federal, state, and local codes, statutes, ordinances, rules and regulations,

and laws, whether now in force or hereafter adopted relating to Lessee's use of the Leased Premises, or relating to the storage, use, disposal, processing, distribution, shipping or sales of any hazardous, flammable, toxic, or dangerous materials, waste or substance, the presence of which is regulated by a federal, state, or local law, ruling, rule or regulation (hereafter collectively referred to as "Hazardous Materials"). Lessee covenants that it shall refrain from unlawfully disposing of or allowing the disposal of any Hazardous Materials upon, within, about or under the Leased Premises and Lessee shall remove all Hazardous Materials from the Leased Premises which were placed or stored there by Lessee, upon the expiration or earlier termination of this Lease, in compliance with all applicable laws.

17. Lessor's Right of Entry. Lessor and its agents, employees, and independent contractors shall have the right to enter the Leased Premises at reasonable hours to inspect and examine same, provided, however, that Lessor shall afford Lessee such prior notification of an entry into the Leased Premises as shall be reasonably practicable under the circumstances, and, to the extent possible, undertake not to disrupt Lessee's business on the Leased Premises during normal business hours.

18. Subordination of Leases. The Lease and Development Agreement dated March 17, 2005, and this Lease Agreement shall be subordinate to any and all instruments securing the payment of any indebtedness incurred by the Lessor for expansion or other improvements of the Premises, whether incurred before or after the execution of this Lease Agreement. Lessee will execute any instruments reasonably necessary to give further effect to this subordination.

19. Surrender of Premises. Upon the expiration or other termination of this Lease, Lessee shall quit and surrender to Lessor the Leased Premises, broom clean in the same condition as it received it on the Commencement Date, reasonable wear and tear excepted, and Lessee shall



remove all of its equipment, belongings, and fixtures from the Leased Premises. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease.

20. Signs. Lessee shall have the right to install signage on or about the Leased Premises and the Building as determined by Lessee provided that such signage, and Lessee's installation thereof, shall comply with all applicable local codes and ordinances.

21. Notices. Any notice required under this Agreement shall be in writing, and delivered by registered or certified mail to the other party at the last known business address of such party unless such party gives notice in writing to the other party of another address to which such notice shall be sent. Hand delivery to such address shall also suffice if signed for by a representative of the party receiving the notice.

22. Assignment, Subletting and Hypothecation Lessee Prohibited. Lessee shall not assign this Lease or any interest herein in whole or in part, or sublet all or any portion of the Leased Premises, or mortgage, pledge, encumber or hypothecate any portion of the Leased Premises.

23. Entire Agreement; Amendments. This Agreement constitutes the entire contract between the parties with respect to the Leased Premises, and this Agreement shall not be changed except in writing signed by all the parties.

24. Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the State of North Carolina. The Parties agree that the Superior Court of Halifax County, North Carolina, shall have exclusive jurisdiction and venue over the resolution of any disputes arising hereunder, and the Parties hereby consent to the jurisdiction of said court.

25. Relationship. This Lease does not constitute an agreement of partnership or joint venture, and does not create a relationship of principal and agent. Neither party shall have the

authority to act as agent of the other for any purpose. The parties are, and shall remain, independent actors responsible for all their respective obligations and responsibilities.

26. Compliance With Economic Development Laws. Notwithstanding any provisions in this Lease to the contrary, it is the express intent of the Parties to comply with all laws regarding the provision of public funds or property for economic development, including Article V, Section 2(1) of the North Carolina Constitution, Article 1, Chapter 158 of the North Carolina General Statutes, and relevant case law. The Parties agree that if any such provision is held to be illegal, invalid, unenforceable or otherwise inoperative, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and still be legal, valid and enforceable.

27. Compliance With Grant Provisions. Notwithstanding any provisions in this Lease to the contrary, it is the intention of the Parties to comply with all terms and conditions of the grants awarded to the County by the Golden LEAF Foundation and the N.C. Dept. of Commerce, Rural Economic Development Division. The Parties agree that if any such provision is held to be in violation of either grant agreement, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and still be in compliance with the offended grant agreement.

28. Notices. Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement. Any communication shall be sufficiently given and deemed given when delivered by hand or five days after being mailed by first-class certified mail, postage prepaid, and addressed as follows:

A. If to the Company:  
Mr. David T. Hore, President  
PCB Piezotronics of North Carolina, Inc.  
3425 Walden Avenue  
Depew, NY 14043

B. If to the County:  
Mr. Tony N. Brown (or successor)  
Halifax County Manager  
Post Office Box 38  
Halifax, North Carolina 27839

29. Waiver. No waiver of any of the provisions of this Lease or of any breach or violation of any provision of this Lease shall be valid unless in writing and signed by the party against whom such waiver is asserted. The waiver by any party of a breach or violation of any provision of this Lease shall not operate or be construed to be a waiver of any subsequent breach hereof.

30. E-Verify. The Lessee certifies that it has complied the requirements of Article 2, Chapter 64, North Carolina General Statutes (which requires certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies) and the Lessee agrees to continue to comply with same during the term of this Agreement.

31. Execution of Agreement; Counterparts. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement.

*[This space intentionally blank. Separate signature pages follow.]*

*County Signature Page  
Lease Agreement*

*Dated \_\_\_\_\_, 2020*

IN WITNESS WHEREOF, the County has caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

HALIFAX COUNTY

By: \_\_\_\_\_  
Tony N. Brown, County Manager

By: \_\_\_\_\_  
Vernon J. Bryant, Chairman  
Halifax County Board of Commissioners

ATTEST:

\_\_\_\_\_  
[Deputy] Clerk to the Halifax County Board of Commissioners

This instrument has been preaudited in the Manner  
Required by the Local Government and  
Fiscal Control Act

\_\_\_\_\_  
Finance Officer

Approved as to Form and Legality

\_\_\_\_\_  
County Attorney

*Company Signature Page  
Lease Agreement*

*Dated* \_\_\_\_\_, 2020

IN WITNESS WHEREOF, the Company has caused this instrument to be executed by their duly authorized officer effective as of the day and year first above written.

PCB Piezotronics of North Carolina, Inc.

By: \_\_\_\_\_  
David T. Hore, President



**AGENDA**  
**Halifax County Board of Commissioners**  
**Regular Meeting**

**TO:** Halifax County Board of Commissioners

**FROM:** Sherry Herzing and Nancy Dowless, Lake Gaston 911 Community Task Force

**PRESENTER:** Sherry Herzing and Nancy Dowless, Lake Gaston 911 Community Task Force

**SUBJECT:** Lake Gaston 911 Community Task Force Presentation

**DATE:** March 9, 2020 Regular Meeting

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**SUPPORTING INFORMATION:**

Attached, please find the Lake Gaston 911 Community Task Force Presentation.

**ATTACHMENTS:**

Description

- ▯ Lake Gaston 911 Community Task Force Presentation

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**TOTAL COST:**

**COUNTY COST:**

---

**REQUEST:**



**COMMUNITY  
TASK  
FORCE**



***Raising  
Awareness  
to Save Lives***



# BACKGROUND

## WHY THE LKG 911 COMMUNITY TASK FORCE WAS FORMED

- **Sherry Herzing lost her husband, Bob, when he suffered a heart attack in August 2018.**
- **Rescuers arrived too late to save him because -**
  - 911 Cell phone calls were going to the wrong county
  - 911 Centers could not transfer the call to the correct county
  - 911 Center instead gave a 10 digit number to the people performing CPR to call Brunswick County – Impossible!
  - Neighbors called 911 from their landline before their location could be determined





# LKG 911 COMMUNITY TASK FORCE MISSION

**To Educate the Public in  
Order to Save Lives &  
Aid in Improving 911  
Operations in the 5  
Counties Surrounding  
Lake Gaston.**

## LKG SURROUNDING COUNTIES

**Brunswick County**

**Halifax County**

**Mecklenburg County**

**Northampton County**

**Warren County**



# WHAT DO YOU NEED TO KNOW

**Cell Phones Don't Work Like Landlines When Calling 911**

**&**

**First Responders Can't *HELP* You  
If They Can't *FIND* You!**



## WHAT'S THE PROBLEM WITH CELL PHONES?

**Brunswick County Sheriff B.K. Roberts made 24 calls from his cellphone to 911 from around his County and this is what happened...**





# WHAT'S THE PROBLEM WITH CELL PHONES?

**Of the 24 calls made:**

- ✓ **Only 4 calls went to Brunswick's 911 call center!**
- ✓ **1 call never went through**
- ✓ **1 call went to Colorado!**
- ✓ **7 went to Northampton county**
- ✓ **11 went to Warren county**





## WHAT'S THE PROBLEM WITH CELL PHONES (Cont.)?

**Do you know if your phone is a landline?**

- Some people have Magic-Jack, or Voice Over Internet Protocol (VOIP) phones
- These work much like cellphones and result in the same problems!



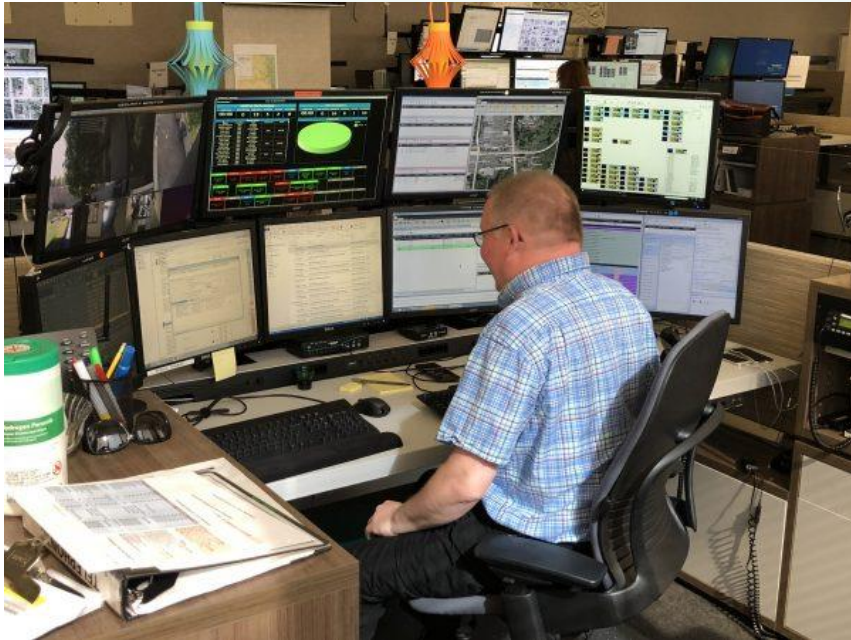
## WHAT'S THE PROBLEM WITH CELL PHONES (Cont.)?

- Some cell phones now provide a means for registering your 911 address with your cell phone number.
- If you are unsure whether you can use this updated feature, please contact your cell phone carrier.





# BE PREPARED FOR AN EMERGENCY!



**ALWAYS CALL 911 FIRST!**

**BUT WHAT IF CALLING 911  
DOESN'T CONNECT ME TO THE  
CORRECT COUNTY???**

**In the event that your cell phone call gets misdirected, each County's 911 Operations Center has an alternate phone number to call.**





# BE PREPARED FOR AN EMERGENCY!

**ALWAYS CALL 911 FIRST!**

**SAVE THESE NUMBERS INTO YOUR CELL PHONE**

COUNTY	ALTERNATE 911 PHONE #
Brunswick County	434-848-3133
Halifax County	252-583-7051
Mecklenburg County	434-738-6191
Northampton County	252-574-1041
Warren County	252-257-3456





**BE PREPARED FOR AN  
EMERGENCY!**

**CALL 911 FROM A LANDLINE  WHENEVER POSSIBLE!**

## **911 DISPATCHERS NEED THE FOLLOWING INFO:**

- **Your Location (We have a resource to help you with this!)**
- **Nature of the Emergency**
- **Remain Calm**
- **Stay on the line!**
- **Send someone out to meet the First Responders at your driveway entrance**



**BE PREPARED FOR  
AN EMERGENCY!  
911 HELP CARDS ARE  
AVAILABLE**

# 911 HELP

**WHENEVER POSSIBLE PLACE 911 CALLS FROM A LANDLINE**

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ County: \_\_\_\_\_

Call Back #: \_\_\_\_\_

Subdivision: \_\_\_\_\_

(note: some subdivisions cross state lines so be specific)

Nearest major roads/intersections/landmarks

\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

Alternate 911 Number: \_\_\_\_\_

Medically Trained Neighbors: \_\_\_\_\_

Nearest Defibrillator: \_\_\_\_\_

Emergency Kit Location: \_\_\_\_\_

Fire Extinguisher: \_\_\_\_\_

Emergency Contacts: (Name, Phone, Relationship)

#1 \_\_\_\_\_

#2 \_\_\_\_\_



# BE PREPARED FOR AN EMERGENCY!

**ENSURE 911 HELP CARDS ARE VISIBLY  
DISPLAYED FOR ALL:**

FAMILY MEMBERS   
GUESTS   
RENTERS 

**AT HOME  & AT YOUR BOAT HOUSE **



THEY CAN'T HELP YOU IF THEY  
CAN'T FIND YOU!

## **PURCHASE:**

### **REFLECTIVE HOUSE NUMBERS**

- Numbers should be 3-4 inches high
- Placed on both sides of your mailbox or on a sign post next to your driveway
- Numbers should be placed 4 to 7 feet off the ground for headlights to hit at night





# BE PREPARED FOR AN EMERGENCY!

**Make a list of neighbors who have  
experience in -**

- Being First Responders (Police, Fire, EMS)
- First Aid or Medical backgrounds
- Attend CPR, AED and/or First Aid classes



***BE A SURVIVOR, NOT A STATISTIC!***



**BE PREPARED FOR AN EMERGENCY**  
**KNOW CPR and How to Use an AED!**

## **CPR – Cardiopulmonary Resuscitation**

**An emergency lifesaving procedure performed when the heart stops beating. Immediate CPR can double or triple chances of survival after cardiac arrest.**

## **AED - Automated external defibrillator**

**A portable electronic device that automatically diagnoses the life-threatening abnormal heart beats, and is able to treat them through defibrillation**



# BE PREPARED FOR AN EMERGENCY!

## PURCHASE:

### Flashing Emergency Lights:



**Ace Hardware** — Smart bulb for emergency flashing strobe

**Amazon** — Seco-Larm clear Security Strobe Light



### Automatic External Defibrillator (AED):



**American AED** - Purchase online at [AmericanAED.Com](http://AmericanAED.Com) or call 800-884-6480.



## TASK FORCE ACCOMPLISHMENTS

**Educating the public on how to be better prepared for an emergency through -**

- **Providing 911 Help Resource Packets**  
*✓ Over 1,100 have been distributed!*
- **Providing information on reflective address signs**
- **Presenting information at HOA meetings**  
*✓ 45 HOA presentations!*
- **Handing out information at events around the lake, as well as direct person to person contact**





## TASK FORCE ACCOMPLISHMENTS

- For the first time, the 5 county's 911 Emergency Services have come together!
  - ✓ *All five counties now talk to each other!*
- We are learning from Maryland 911 officials who deal with similar cell towers problems on the Chesapeake Bay.



## TASK FORCE ACCOMPLISHMENTS

**We have the support of several community organizations including:**

- Duke Energy Renewables
- Lake Gaston Realtors
- Lions Club
- Lake Gaston Association (LGA)
- Lake Gaston Ladies Club
- South Hill Rotary Club
- Lake Gaston Chamber of Commerce

**NC & VA Delegates and Senators are hearing about the problems of the 911 system in our rural counties and are offering assistance**



## OTHER INITIATIVES TO IMPROVE 911 RESPONSE TIMES

### **THE TASK FORCE CONTINUES TO -**

- **Educate the public on how to be better prepared for an emergency**
- **Work closely with all 5 Counties to provide resources including a Lake Map, which will include buoy markers**
- **Working with first responders, dive teams and others to identify boat launch sites on the Lake Map**



# LKG 911 COMMUNITY TASK FORCE IS FUNDED STRICTLY BY DONATIONS

## IF YOU WISH TO DONATE...

- Donation are tax deductible
- Checks should be made out to the –

**“Lake Gaston Foundation”**

(Please indicate “LKG 911 Community Task Force” in the memo field)

- Donation may be delivered or mailed to –  
Lake Gaston Chamber of Commerce  
ATTN: Christina Wells  
2357 Eaton Ferry Rd. Littleton, NC 27850



## CONTACT INFO

**To request a presentation for your group or to learn more, contact**

***Sherry Herzing - 434-636-4027 ([SherryHerzing@Gmail.Com](mailto:SherryHerzing@Gmail.Com))***

***or***

***Alison Mundy - 540-974-6661([AlisonMundy@CenturyLink.Net](mailto:AlisonMundy@CenturyLink.Net))***

**Like us  on  at “LKG 911 Community Task Force”**



# QUESTIONS???



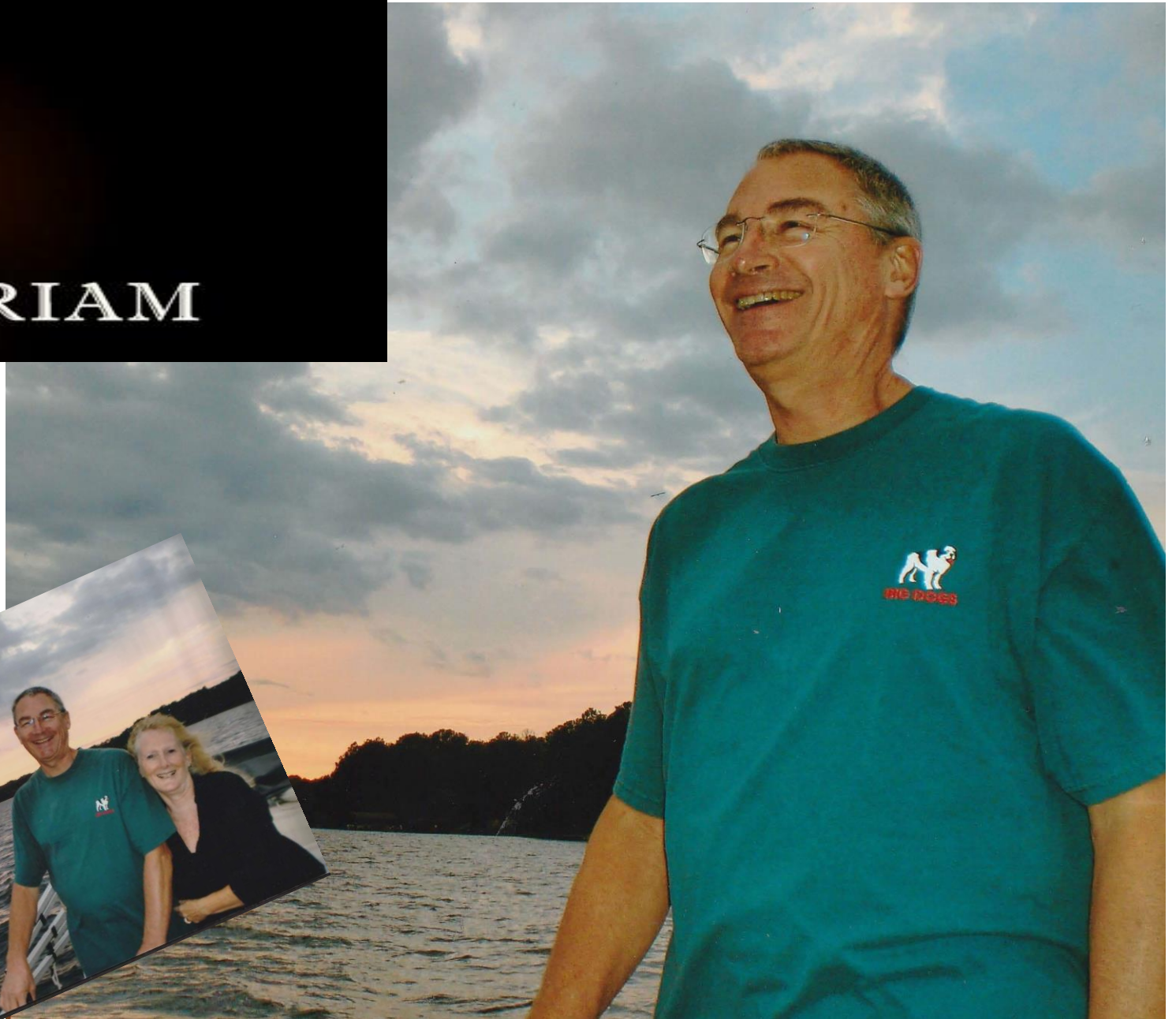




IN MEMORIAM

**BOB HERZING**

**December 26, 1953 –  
August 27, 2018**





**AGENDA**  
**Halifax County Board of Commissioners**  
**Regular Meeting**

**TO:** Halifax County Board of Commissioners

**FROM:** M. Glynn Rollins, Jr., County Attorney

**PRESENTER:** M. Glynn Rollins, Jr., County Attorney

**SUBJECT:** Approval of Installment Financing Contract and Other Matters Related to Expansion of County Industrial Building

**DATE:** March 9, 2020 Regular Meeting

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**SUPPORTING INFORMATION:**

The County intends to finance a portion of the construction of the industrial building currently leased to PCB Piezotronics of North Carolina, Inc. The proposed financing is an amount not to exceed \$1,000,000.00. The Board conducted a public hearing on the proposed financing on February 3, 2020. The proposed financing would be placed with Truist Bank (formerly BB&T), for a term of ten years and a rate of 2.71%. Attached is a resolution prepared by bond counsel for your consideration and adoption. By this resolution you will ratify all prior actions by county officials and staff in effectuating this financing, approve Parker Poe as special counsel and First Tryon Advisors as financial advisor, approve and authorize execution of the financing instruments, and otherwise authorize various county officials and staff to perform those actions necessary to complete the financing. The proposed Installment Financing Contract and Deed of Trust (collectively, the "Instruments") are also attached. As to the total cost of this financing, refer to the attached amortization schedule.

**ATTACHMENTS:**

Description

- ☐ Approving Resolution
- ☐ Installment Financing Contract
- ☐ Deed of Trust

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**TOTAL COST:**

**COUNTY COST:**

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**REQUEST:** Review, discuss and consider adoption of the attached "Resolution of the County of Halifax, North Carolina, Approving an Installment Financing Contract and Delivery Thereof and Providing for Certain Other Related Matters."



**A RESOLUTION OF THE COUNTY OF HALIFAX, NORTH CAROLINA,  
APPROVING AN INSTALLMENT FINANCING CONTRACT AND DELIVERY  
THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS.**

**WHEREAS**, the County of Halifax, North Carolina (the "*County*") is a duly and regularly created, organized and validly existing political subdivision of the State of North Carolina, existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the "*State*");

**WHEREAS**, the County has the power, pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended, to (a) purchase real and personal property, (b) enter into installment financing contracts in order to finance the purchase of real and personal property used, or to be used, for public purposes, and (c) grant a security interest in some or all of the property purchased to secure repayment of the purchase price;

**WHEREAS**, the Board of Commissioners of the County (the "*Board*"), hereby determines that it is in the best interests of the County to receive an advance of funds in an aggregate principal amount of not more than \$1,000,000 by entering into an installment financing contract (the "*Contract*") with Truist Bank (the "*Lender*") in order to finance a portion of the construction of an expansion of an industrial building owned by the County and leased to PCB Piezotronics of North Carolina, Inc. (the "*Project*") and pay the costs related to the execution and delivery of the Contract;

**WHEREAS**, the Project is owned and operated by the County;

**WHEREAS**, the County hereby determines that the Project is essential to the County's proper, efficient and economic operation and to the general health and welfare of its inhabitants; that the Project has or will provide an essential use and has or will permit the County to carry out public functions that it is authorized by law to perform; and that entering into the Contract is necessary and expedient for the County by virtue of the findings presented herein;

**WHEREAS**, the County hereby determines that the estimated cost of the Project is an amount not to exceed \$1,000,000 and that such cost of the Project exceeds the total amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the County in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

**WHEREAS**, although the cost of financing the Project pursuant to the Contract is expected to exceed the cost of financing the Project pursuant to a bond financing for the same undertaking, the County hereby determines that the cost of financing the Project pursuant to the Contract and the obligations of the County thereunder are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (a) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds; (b) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the financial benefits of the Project; and (c) insufficient revenues are produced by the Project so as to permit a revenue bond financing;

**WHEREAS**, the County hereby determines that the estimated cost of financing the Project pursuant to the Contract reasonably compares with an estimate of similar costs under a bond financing for the same undertaking as a result of the findings delineated in the above preambles;

**WHEREAS**, the obligation of the County to make Installment Payments under the Contract is a limited obligation of the County payable solely from currently budgeted appropriations of the County and does not constitute a pledge of the faith and credit of the County within the meaning of any constitutional debt limitation;

**WHEREAS**, the County will entering into a deed of trust and security agreement (the “*Deed of Trust*”) for the benefit of the Lender relating to the Project;

**WHEREAS**, the County does not anticipate future property tax increases solely to pay installment payments falling due under the Contract in any fiscal year during the term of the Contract;

**WHEREAS**, Parker Poe Adams & Bernstein LLP, as special counsel (“*Special Counsel*”), will render an opinion to the effect that entering into the Contract and the transactions contemplated thereby are authorized by law and constitute a purpose for which public funds may be expended pursuant to the Constitution and laws of the State;

**WHEREAS**, no deficiency judgment may be rendered against the County in any action for its breach of the Contract, and the taxing power of the County is not and may not be pledged in any way directly or indirectly or contingently to secure any moneys due under the Contract;

**WHEREAS**, the County is not in default under any of its debt service obligations;

**WHEREAS**, the County’s budget process and Annual Budget Ordinance are in compliance with the Local Government Budget and Fiscal Control Act, and external auditors have determined that the County has conformed with generally accepted accounting principles in preparing its Annual Budget Ordinance;

**WHEREAS**, past audit reports of the County indicate that its debt management and contract obligation payment policies have been carried out in strict compliance with the law, and the County has not been censured by the North Carolina Local Government Commission (the “*LGC*”), external auditors or any other regulatory agencies in connection with such debt management and contract obligation payment policies;

**WHEREAS**, a public hearing on the Contract and the financing of the Project after publication of a notice with respect to such public hearing must be held and the Board conducted such public hearing at its February 3, 2020 meeting;

**WHEREAS**, the County has filed an application with the LGC for approval of the LGC with respect to the County entering into the Contract in an aggregate principal amount of not to exceed \$1,000,000, and the County hereby determines that all findings, conclusions and determinations of the County in this resolution are subject to such approval by the LGC;

**WHEREAS**, there has been presented to the Board the form of the Contract and the Deed of Trust which the County proposes to approve, enter into and deliver, as applicable, to effectuate the proposed financing at the Interest Rate (as defined in the Contract) and for a maximum principal amount of \$1,000,000 as specified in the Contract; and

**WHEREAS**, it appears that each of the Contract and the Deed of Trust (collectively, the “*Instruments*”) is in appropriate form and is an appropriate instrument for the purposes intended;

***NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF HALIFAX, NORTH CAROLINA, AS FOLLOWS:***

***Section 1. Ratification of Prior Actions.*** All actions of the County Manager, the Finance Director of the County and the Clerk to the Board of Commissioners and their respective designees in effectuating the proposed financing are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Contract.

***Section 2. Financing Team.*** The financing team of Parker Poe Adams & Bernstein LLP, as special counsel, First Tryon Advisors, as financial advisor, and Truist Bank, as the lender, is hereby approved.

***Section 3. Approval, Authorization and Execution of Instruments.*** The County hereby approves the financing of the Project in accordance with the terms of the Instruments, which will be valid, legal and binding obligations of the County in accordance with their respective terms. The County hereby approves the amount to be advanced by the Lender to the County pursuant to the Contract in an aggregate principal amount not to exceed \$1,000,000, such amount to be repaid by the County to the Lender as provided in the Contract. The form, terms and content of the Instruments are in all respects authorized, approved and confirmed, and each of the Chairman of the Board, the County Manager, the Finance Director of the County and the Clerk to the Board of Commissioners or their respective designees are authorized, empowered and directed to execute and deliver the Instruments for and on behalf of the County, including necessary counterparts, in substantially the forms presented to the Board, but with such changes, modifications, additions or deletions therein as shall to them seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all such changes, modifications, additions or deletions, and that from and after the execution and delivery of the Instruments, each of the Chairman of the Board, the County Manager, the Finance Director of the County and the Clerk to the Board of Commissioners or their respective designees are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Instruments as executed.

***Section 4. Further Actions.*** Each of the Chairman of the Board, the County Manager, and the Finance Director of the County are hereby designated as the County's representatives to act on behalf of the County in connection with the transactions contemplated by the Instruments, and each of the Chairman of the Board, the County Manager, and the Finance Director of the County are authorized and directed to proceed with the financing of the Project in accordance with the terms of the Instruments and to seek opinions on matters of law from the County Attorney, which the County Attorney is authorized to furnish on behalf of the County, and opinions of law from such other attorneys for all documents contemplated hereby as required by law. Each of the Chairman of the Board, the County Manager, and the Finance Director of the County are hereby authorized to designate one or more employees of the County to take all actions which each of the Chairman of the Board, the County Manager, and the Finance Director of the County are authorized to perform under this Resolution, and each of the Chairman of the Board, the County Manager, the Finance Director of the County or their designees are in all respects authorized on behalf of the County to supply all information pertaining to the transactions contemplated by the Instruments. Each of the Chairman of the Board, the County Clerk, the County Manager, and the Finance Director of the County are authorized to execute and deliver for and on behalf of the County any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the Instruments or as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

***Section 5. Related Actions.*** All acts and doings of officers, employees and agents of the County, whether taken prior to, on, or after the date of this Resolution, that are in conformity with and in furtherance

of the purposes and intents of this Resolution as described above shall be, and the same hereby are, in all respects ratified, approved and confirmed.

*Section 6. **Repealer.*** All motions, orders, resolutions, ordinances and parts thereof, in conflict herewith are hereby repealed.

*Section 7. **Severability.*** If any section, phrase or provision of this Resolution is for any reason declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

*Section 8. **Effective Date.*** That this Resolution is effective on the date of its adoption.

**INSTALLMENT FINANCING CONTRACT**

BETWEEN

**TRUIST BANK**

AND

**COUNTY OF HALIFAX, NORTH CAROLINA**

DATED AS OF  
APRIL 1, 2020

# INSTALLMENT FINANCING CONTRACT

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and is not part of the Installment Financing Contract.)

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## INSTALLMENT FINANCING CONTRACT

***THIS INSTALLMENT FINANCING CONTRACT***, dated as of April 1, 2020 (this “*Contract*”), is between **TRUIST BANK**, a state banking corporation (the “*Bank*”), and its successors and assigns, and the **COUNTY OF HALIFAX, NORTH CAROLINA** (the “*County*”), a political subdivision of the State of North Carolina (the “*State*”), validly existing under and by virtue of the Constitution, statutes and laws of the State.

### ***PREAMBLES***

***WHEREAS***, the County has the power, pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended, to (1) purchase real and personal property, (2) enter into installment financing contracts in order to finance the purchase of real and personal property used, or to be used, for public purposes, and (3) finance the construction of fixtures or improvements on real property by contracts that create in the fixtures or improvements and in the real property on which such fixtures or improvements are located a security interest to secure repayment of money advanced or made available for such construction;

***WHEREAS***, the Board of Commissioners of the County (the “*Board*”) has determined that it is in the County’s best interests to receive an advance of funds in an aggregate principal amount of \$\_\_\_\_\_ (the “*Advance*”) under this Contract in order to finance a portion of the costs of the Project (as defined below), in exchange for which the County will make Installment Payments and Additional Payments (as each term is defined below) on the terms set forth below;

***WHEREAS***, the Board has authorized, approved and directed the County’s execution, performance and delivery of this Contract by a resolution passed and adopted by the Board on March 9, 2020 (the “*Resolution*”);

***WHEREAS***, the Bank’s execution, delivery and performance of this Contract have been authorized, approved and directed by all necessary and appropriate action of the Bank;

***WHEREAS***, the County’s obligation to make the Installment Payments and Additional Payments constitutes a limited obligation of the County, payable solely from currently budgeted appropriations of the County; does not constitute a general obligation or other indebtedness of the County within the meaning of the Constitution of the State; and does not constitute a direct or indirect pledge of the faith and credit or taxing power of the County within the meaning of the Constitution of the State;

***WHEREAS***, in order to secure the County’s obligations under this Contract, the County has executed and delivered a Deed of Trust, Security Agreement and Fixture Filing dated as of April 1, 2020 (the “*Deed of Trust*”) to the deed of trust trustee named therein for the benefit of the Bank, creating a lien on all of the County’s right, title and interest in the real property on which the Project is located and all improvements thereon (the “*Mortgaged Property*”); and

***WHEREAS***, no deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under this Contract, and the taxing power of the County is not and may not be pledged in any way directly or indirectly or contingently to secure any money due under this Contract;



**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants in this Contract contained, the parties hereto agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

**Section 1.1 Definitions.** The following terms have the meanings specified below unless the context clearly requires otherwise:

**“Additional Payments”** means the reasonable and customary expenses and fees of the Bank, any expenses of the Bank in defending an action or proceeding in connection with this Contract and any taxes or any other expenses, including, but not limited to, licenses, permits, state and local income, sales and use or ownership taxes or property taxes which the Bank is expressly required to pay as a result of this Contract (together with interest that may accrue thereon in the event that the County shall fail to pay the same, as set forth in this Contract).

**“Advance”** means the original aggregate principal amount equal to \$\_\_\_\_\_ advanced by the Bank for the purposes provided in this Contract, as such amount advanced may be adjusted by amendment to this Contract.

**“Bank”** means Truist Bank, a state banking corporation, and its successors and assigns.

**“Bank Representative”** means any person or persons at the time designated to act on behalf of the Bank for purposes of performing any act on behalf of the Bank under this Contract by a written certificate furnished to the County containing the specimen signatures of such person or persons and signed on behalf of the Bank by any vice president.

**“Board”** means the duly elected governing Board of Commissioners of the County, or any successor to its functions.

**“Business Day”** means a day other than a Saturday or Sunday on which the Bank, at its principal corporate offices, is not required or authorized by law to remain closed.

**“Closing Date”** means April \_\_, 2020.

**“Code”** means the Internal Revenue Code of 1986, as amended, including regulations promulgated thereunder.

**“Completion Date”** means the date on which completion of the Project has occurred, as evidenced by a certificate provided for in Section 5.3.

**“Construction Contracts”** means the contracts between the County and contractors selected and hired by the County relating to the construction of the Project.

**“Costs of Construction”** are deemed to include the payment of, or the reimbursement to the County for the following items:

- (1) obligations incurred or assumed for the Project in connection with the acquisition and construction of the Project;

(2) the cost to construct, improve, equip and furnish the Project; including, without limitation, the Bank's fees and expenses incurred in connection with the delivery of the Advance to the County, fees and expenses of the LGC, if any, legal fees and expenses, taxes, inspection costs, the cost of permit fees, filing and recording costs and survey expenses in connection with the granting of any lien on, or security interest in, the Mortgaged Property;

(3) all other costs which are considered to be a part of the costs of the construction, improvement, equipping and furnishing of the Project in accordance with generally accepted accounting principles payable by the County under this Contract, including sums required to reimburse the County for advances made by the County that are properly chargeable to the construction, improvement, equipping and furnishing of the Project; and

(4) payment or prepayment of the principal components of the Installment Payments from any funds remaining in the Project Fund after the Completion Date.

"County" means the County of Halifax, North Carolina, a political subdivision of the State, validly existing under and by virtue of the Constitution, statutes and laws of the State, and any successor to its functions.

"County Representative" means (1) the person or persons at the time designated to act on behalf of the County for the purpose of performing any act under this Contract by a written certificate furnished to the Bank containing the specimen signatures of such person or persons and signed on behalf of the County by the County Manager or the Finance Director of the County, or (2) if any or all of the County's rights and obligations are assigned under this Contract, the person or persons at the time designated to act on behalf of the County and the assignee by a written certificate similarly furnished and of the same tenor.

"Deed of Trust" means the Deed of Trust, Security Agreement and Fixture Filing dated as of April 1, 2020 from the County to the deed of trust trustee named therein, for the benefit of the Bank and its successor and assignees, creating a lien in and to the Mortgaged Property, and as the same may be amended and supplemented from time to time as provided in the Deed of Trust, all of the terms, definitions, conditions and covenants of which are incorporated herein by reference and are made a part of this Contract as if fully set forth herein.

"Deed of Trust Trustee" means \_\_\_\_\_, as the trustee named in the Deed of Trust, and any successor trustee thereto.

"Event of Default" means any of the events of default as defined in Section 13.1.

"Fiscal Year" means a twelve-month period commencing on July 1 of any year and ending on June 30 of the immediately succeeding year, or such other twelve-month period which may subsequently be adopted as the Fiscal Year of the County.

"Installment Payment Date" means each date that an Installment Payment is due and payable to the Bank in accordance with the terms of this Contract.

"Installment Payments" means, collectively, the payments made by the County to the Bank as described in Article III and in the Payment Schedule attached hereto.

"Interest Rate" means 2.71% per annum, calculated on the basis of a 360 day year consisting of twelve-30 day months.

“*LGC*” means the Local Government Commission of North Carolina or any successor to its functions.

“*Mortgaged Property*” means, the real property located within the County on which the Project is located, and all improvements thereon, as more particularly described in Exhibit A to the Deed of Trust, as the same may be amended and supplemented from time to time so as to add real property thereto or to release real property therefrom.

“*Net Proceeds*” when used with respect to any proceeds from policies of insurance or construction bonds required under this Contract, proceeds of any condemnation award arising out of the condemnation of all or any portion of the Mortgaged Property, or the proceeds from any sale or lease of the Mortgaged Property pursuant to this Contract, the Deed of Trust or otherwise, means the amount remaining after deducting from the gross proceeds thereof all expenses (including, without limitation, attorneys’ fees and costs) incurred in the collection of such proceeds.

“*Payment Schedule*” means the document setting forth the County’s Installment Payments which is attached hereto and incorporated herein by reference.

“*Plans and Specifications*” means the plans and specifications, if any, to be prepared by an architect selected and hired by the County relating to the construction, improving, equipping and furnishing of the Project.

“*Project*” means a portion of the costs of construction of an expansion of an industrial building owned by the County.

“*Project Fund*” means the fund of that name created pursuant to the Project Fund Agreement into which the Bank shall deposit the Advance.

“*Project Fund Agreement*” means the Project Fund Agreement dated as of April 1, 2020 between the County and the Bank.

“*Revenues*” means all revenues derived from this Contract, including all Installment Payments and all Net Proceeds not applied to the replacement of the Mortgaged Property.

“*State*” means the State of North Carolina.

“*Title Policy*” means the policy of title insurance issued by \_\_\_\_\_ in connection with the Mortgaged Property.

[END OF ARTICLE I]

## **ARTICLE II**

### **THE ADVANCE**

**Section 2.1     *Advance.*** The Bank hereby makes an advance to the County of the Advance, and the County hereby accepts from the Bank the Advance to be applied in accordance with the terms and conditions of this Contract. The County will use the proceeds of the Advance (1) to complete the Project in accordance with the Plans and Specifications, if any, and (2) to pay certain costs incurred in connection with the execution and delivery of this Contract.

[END OF ARTICLE II]

## ARTICLE III

### INSTALLMENT PAYMENTS; ADDITIONAL PAYMENTS

#### ***Section 3.1 Amounts and Times of Installment Payments and Additional Payments.***

(a) Subject to the provisions of Article XV, the County shall repay the Advance in Installment Payments consisting of an interest component and a principal component, as applicable, on each Installment Payment Date in the amounts set forth in this Contract and the Payment Schedule attached to this Contract. The County hereby approves the Advance by the Bank to the County pursuant to this Contract in the amount of \$\_\_\_\_\_ (less a fee to the Bank of \$5,900) to be repaid by the County in Installment Payments at an interest rate per annum equal to the Interest Rate.

(b) The County shall pay each Installment Payment in the amounts and at the times set forth in the attached Payment Schedule, except as otherwise provided in this Contract. If an Installment Payment is due on any day which is not a Business Day, such Installment Payment is due on the next succeeding Business Day and the County shall make such Installment Payment on such Business Day with no additional interest due thereon. Installment Payments will be sufficient in the aggregate to repay the principal amount of the Advance, together with interest thereon, as the same become due and payable. The County shall pay any Additional Payments on a timely basis directly to the person or entity to which such Additional Payments are owed. All payments must be made in lawful currency of the United States.

***Section 3.2 Place of Payments.*** All payments required to be made to the Bank hereunder shall be made to the Bank (1) at the address set forth in Section 16.1 in immediately available funds, (2) as wire transfers to the Bank on the payable date as directed by the Bank or (3) as may be otherwise directed in writing by the Bank.

***Section 3.3 Late Charges.*** An Installment Payment that is not paid within 30 days of the due date thereof is subject to a late payment charge of 4% of the amount of the past due Installment Payment. Interest with respect to the principal component of such unpaid Installment Payment shall continue to accrue at the Interest Rate until paid.

***Section 3.4 No Abatement.*** There will be no abatement or reduction of the Installment Payments or Additional Payments by the County for any reason, including but not limited to, any failure by the County to appropriate sufficient funds for the payment of the Installment Payments or Additional Payments, any defense, recoupment, setoff, counterclaims or any claim (real or imaginary) arising out of or related to the Mortgaged Property or the completion of the Project. The County assumes and shall bear the entire risk of loss and damage to the Project from any cause whatsoever, it being the intention of the parties that the Installment Payments shall be made in all events unless the obligation to make such Installment Payments is terminated as otherwise provided herein.

***Section 3.5 Prepayment of the Advance.*** The County may prepay the Advance in whole at its option on any day. The Advance may be prepaid at a prepayment price equal to 100% of the par amount of the Advance to be prepaid, if prepaid on or after \_\_\_\_\_, 20\_\_, together with accrued interest to the date of prepayment. The Advance may be prepaid at a prepayment price equal to 101% of the par amount of the Advance to be prepaid, if prepaid before \_\_\_\_\_, 20\_\_, together with accrued interest to the date of prepayment.

[END OF ARTICLE III]

## **ARTICLE IV**

### **PROJECT FUND**

The Bank and the County hereby agree to comply with the terms of the Project Fund Agreement.

[END OF ARTICLE IV]

## ARTICLE V

### CONSTRUCTION OF THE PROJECT

**Section 5.1 Construction.** The County shall comply with the provisions of Article 8 of Chapter 143 of the General Statutes of North Carolina and enter into Construction Contracts in accordance with Section 143-128.1 of the General Statutes of North Carolina. The County shall cause the Project to be carried on expeditiously in accordance with the Plans and Specifications, if any, all applicable ordinances and statutes, and in accordance with the requirements of all regularly constituted authorities having jurisdiction over the same. The County shall ensure (1) that the Project does not impermissibly encroach on nor impermissibly overhang any easement or right of way and (2) that the Project, when completed, (a) will, if applicable, be wholly within the real property on which the Project is located and any building restriction lines, however established, and (b) will not violate applicable use or other restrictions contained in prior conveyances or applicable protective covenants or restrictions. The County shall cause all utility lines, septic systems and streets serving the Project to be completed in accordance with health department standards and other applicable regulations of any governmental agency having jurisdiction. The County will promptly correct any structural defect in the improvements or any departure from the Plans and Specifications, if any.

**Section 5.2 Right of Entry and Inspection.** The Bank and its representatives and agents have the right to enter on and inspect the Project from time to time, during and after any construction, and the County will cause the contractor, the construction manager at risk or any first-tier subcontractor to cooperate with the Bank and its representatives and agents during such inspections. No right of inspection or approval contained in this Contract imposes on the Bank any duty or obligation whatsoever to undertake any inspection or to give any approval.

**Section 5.3 Completion of Construction.** The County shall proceed with reasonable diligence to complete the Project in a timely manner. On completion of the Project, a County Representative shall deliver to the Bank (1) a certificate of the County stating the fact and date of such completion and stating that all of the Costs of Construction have been determined and paid (or that all of such Costs have been paid less specified claims which are subject to dispute and for which a retention in the Project Fund is to be maintained in the full amount of such claims until such dispute is resolved), and (2) proof of the insurance coverage required by the Deed of Trust and Section 6.7 of this Contract.

**Section 5.4 Payment and Performance Bonds.** Each contractor entering into a Construction Contract, or the construction manager at risk or any first-tier subcontractor entering into a construction contract with the construction manager at risk for the construction of the Project, shall be required to furnish a performance bond and a separate labor and material payment bond as required by Article 3, Chapter 44A of the General Statutes of North Carolina, as amended, each naming the Bank as a dual obligee, copies of which shall be provided to the Bank. In lieu of furnishing a performance bond and a separate labor and material payment bond, each contractor, or the construction manager at risk or any first-tier subcontractor entering into a construction contract with the construction manager at risk, may furnish collateral in an amount of its construction contract securing the County, copies of the evidence of such collateral which shall be provided to the Bank, if the Bank so requests.

In the event of any material default by a contractor, or the construction manager at risk or any first-tier subcontractor entering into a construction contract with the construction manager at risk, under any Construction Contract, or in the event of a material breach of warranty with respect to any materials, workmanship or performance, the County shall promptly proceed, either separately or in conjunction with others, to pursue diligently its remedies against such contractor and/or against each surety of any bond securing the performance of the Construction Contracts. The Net Proceeds of any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, remaining after

deduction of expenses incurred in such recovery (including, without limitation, attorneys' fees and costs), and after reimbursement to the County of any amounts theretofore paid by the County and not previously reimbursed to the County for correcting or remedying the default or breach of warranty which gave rise to the proceedings against the contractor or surety, shall be paid to the Bank for deposit into the Project Fund if received before the Completion Date therefor or if received thereafter, shall be deposited as otherwise provided in Section 8.2 or otherwise applied as provided in Section 8.3. The Net Proceeds of any performance or payment bond or insurance policy required by this Section shall likewise be paid into the Project Fund if received before the Completion Date, or, if received thereafter, shall either be deposited as provided in Section 8.2 or otherwise applied as provided in Section 8.3.

**Section 5.5 Contractor's General Public Liability and Property Damage Insurance.** Each contractor entering into a Construction Contract for the construction of the Project, or the construction manager at risk or any first-tier subcontractor entering into a construction contract with the construction manager at risk for the construction of the Project shall be required by the County to procure and maintain standard form (1) comprehensive general public liability and property damage insurance, at its own cost and expense, during the duration of such contractor's construction contract, in the amount of at least \$1,000,000 bodily injury and property damage liability combined single limit each occurrence/annual aggregate, and (2) comprehensive automobile liability insurance on owned, hired and non-owned vehicles for limits not less than \$1,000,000 each accident bodily injury and property damage liability. Such policies shall include the County and the Bank as additional named insureds, and shall include a provision providing that if such policies are cancelled or terminated that the issuing insurer will endeavor to mail 30 days prior written notice to the named insureds, but failure to mail such notice will impose no liability on the insurer. A certificate evidencing such coverage shall be provided to the County and the Bank or, if such insurance is provided by a private carrier, a completed certificate of insurance, in form acceptable to the County and the Bank, shall be provided to the County and, if the Bank so requests, to the Bank with respect to each contractor entering into a construction contract or, in the case of a construction manager at risk, the construction manager at risk or any first-tier subcontractor entering into a construction contract with the construction manager at risk. Such insurance shall provide protection from all claims for bodily injury, including death, property damage and contractual liability, products/completed operations, broad form property damage and XCU (explosion, collapse and underground property damage), where applicable.

**Section 5.6 Contractor's Builder's Risk Completed Value Insurance.** The County will procure and maintain, or will require each contractor entering into a Construction Contract for the construction of the Project, or the construction manager at risk or any first-tier subcontractor entering into a construction contract with the construction manager at risk for the construction of the Project, to procure and maintain, property insurance (builder's risk) on all construction, improving, equipping and furnishing of the Project (excluding contractor's tools and equipment) at the full and insurable value thereof. Such insurance will include the interest of the County and the contractor as additional insureds, and shall insure against "all risk" subject to standard policy conditions and exclusions. With respect to any portion of the Project in a flood plain, flood insurance is required up to, but not exceeding, the maximum attainable amount of coverage under Federal flood insurance. Each contractor, or the construction manager at risk or any first-tier subcontractor entering into a construction contract with the construction manager at risk, shall purchase and maintain similar property insurance for portions of the work stored off the real property on which the Project is located or in transit when such portions of the work are to be included in an application for payment. Each contractor, or the construction manager at risk or any first-tier subcontractor entering into a construction contract with the construction manager at risk, is responsible for the payment of any deductible amounts associated with this insurance.

**Section 5.7 Contractor's Worker's Compensation Insurance.** Each contractor entering into a Construction Contract for the construction of the Project, or the construction manager at risk or any first-tier subcontractor entering into a construction contract with the construction manager at risk for the



construction of the Project, shall be required to procure and maintain, at its own cost and expense, worker's compensation insurance during the term of its Construction Contract, covering its employees working thereunder. Such insurance, if issued by a private carrier, shall contain a provision providing that if such policies are cancelled or terminated that the issuing insurer will endeavor to mail 30 days prior written notice to the named insureds, but failure to mail such notice will impose no liability on the insurer. A certificate evidencing such coverage shall be provided to the County and, if the Bank so requests, to the Bank; or, if such insurance is provided by a private carrier, a completed certificate of insurance, in form acceptable to the County and the Bank, shall be provided to the County and the Bank, if the Bank so requests, with respect to each contractor entering into a Construction Contract or, in the case of a construction manager at risk, to the construction manager at risk or any first-tier subcontractor entering into a construction contract with the construction manager at risk.

**Section 5.8      *Filing With the Bank.*** The County shall cause copies of all performance bonds and insurance contracts or approved certificates thereof, as required under Sections 5.4, 5.5, 5.6 and 5.7, to be delivered to the Bank in a timely manner and in such form as to certify compliance with the applicable provisions of this Article V.

[END OF ARTICLE V]

## ARTICLE VI

### COVENANTS OF THE COUNTY

**Section 6.1 Care and Use.** The County shall use, and shall cause the use of, the Mortgaged Property in a careful and proper manner, in compliance with all applicable laws and regulations, and, at its sole cost and expense, shall service, repair and maintain the Mortgaged Property so as to keep the Mortgaged Property in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted, and shall replace any part of the Mortgaged Property as may from time to time become worn out, unfit for use, lost, stolen, destroyed or damaged. Any and all additions to or replacements of the Mortgaged Property and all parts thereof shall constitute accessions to the Mortgaged Property and shall be subject to all the terms and conditions of this Contract and included in the term “*Mortgaged Property*” as used in this Contract.

**Section 6.2 Inspection.** The Bank has the right on reasonable prior notice to the County to enter into and on the Mortgaged Property to inspect the Mortgaged Property and observe the use of the Mortgaged Property during normal business hours.

**Section 6.3 Utilities.** The County shall pay all charges for gas, water, steam, electricity, light, heat or power, telephone or other utility services furnished to or used on or in connection with the Mortgaged Property. There shall be no abatement of the Installment Payments on account of interruption of any such services.

**Section 6.4 Taxes.** The County agrees to pay when due any and all taxes relating to the Mortgaged Property and the County’s obligations under this Contract including, but not limited to, all license or registration fees, gross receipts tax, sales and use tax, if applicable, license fees, documentary stamp taxes, rental taxes, assessments, charges, ad valorem taxes, excise taxes, and all other taxes, licensees and charges imposed on the ownership, possession or use of the Mortgaged Property by any governmental body or agency, together with any interest and penalties.

**Section 6.5 Title Insurance.** The County agrees to obtain, at its own cost and expense, a Title Policy, or an endorsement to such Title Policy, in form satisfactory to the Bank, at the time of and dated as of the date of execution and delivery of this Contract, in an amount acceptable to the Bank related to the Mortgaged Property, payable to the Bank, as its interest may appear, insuring the County’s interest in the Mortgaged Property, issued by a title insurance company qualified to do business in the State.

**Section 6.6 Survey.** The County shall provide a certified survey by a registered land surveyor covering the Mortgaged Property satisfactory to the Bank, prior to the execution and delivery of this Contract. The survey shall detail all boundaries of the Mortgaged Property with dimensions, bound descriptions, and locations to streets, building lines, existing buildings or improvements, right-of-ways, easements, encroachments, or any aspect that may affect the Mortgaged Property, and shall certify the location of the Mortgaged Property within any flood hazard area, if applicable. The County shall obtain an endorsement to the Title Policy delivered pursuant to Section 6.5 insuring matters of survey to and including the date of such survey.

**Section 6.7 Insurance.** The County shall maintain, or cause to be maintained, at its own expense, except as hereinafter provided, insurance with respect to its property and business against such casualties and contingencies in amounts not less than is customary in similar activities and similarly situated. Without limiting the foregoing, the County shall maintain, or cause to be maintained, except as hereinafter provided, the following insurance:

(a) Insurance against loss and/or damage to the Mortgaged Property under a policy or policies covering such risks as are ordinarily insured against by similar facilities, including without limiting the generality of the foregoing, fire, lightning, windstorm, windblown rain, hail, explosion, riot, riot attending a strike, civil commotion, damage from aircraft, smoke and uniform standard extended coverage and vandalism and malicious mischief endorsements, war risk (to the extent obtainable from an agency of the United States Government). Such insurance policy shall be in an amount not less than the lesser of (1) the full replacement cost of the Mortgaged Property, or (2) the prepayment price of all outstanding Installment Payments; *provided, however*, that no such insurance policy may have a deductible amount of more than \$100,000. No such insurance policy shall be written such that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior written consent thereto by the Bank. The term “full insurable value” shall mean the actual replacement cost of the Mortgaged Property (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items), without deduction for physical depreciation, and shall be determined once every three years by an insurance consultant, in any case, selected and paid for by the County. Each such policy shall contain a replacement cost endorsement.

(b) Comprehensive general liability insurance protecting the County and the Bank as their respective interests may appear, against liability for injuries to persons and/or property, occurring on, in or about the Mortgaged Property, in the minimum amount of \$1,000,000 liability to any one person for property damage, \$1,000,000 liability for personal injury for any one occurrence and an aggregate annual liability limit of not less than \$2,000,000, with a deductible amount of not more than \$100,000.

(c) Workers’ compensation insurance respecting all employees of the County working at the Mortgaged Property in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; *provided, however*, that the County may be self-insured with respect to all or any part of its liability for workers’ compensation.

(d) During the course of any construction or repair of improvements on the Mortgaged Property, builder’s risk insurance, covering the total value of work performed and equipment, supplies and materials furnished in connection with such construction or repair of the improvements.

(e) National flood insurance, if applicable, in an amount acceptable to the Bank.

Each insurance policy obtained pursuant to this Section shall (1) be issued by a generally recognized and responsible insurance company qualified under the laws of the State to assume the risks covered by such policy, (2) name the Bank and the County as either an insured or a loss payee, as their respective interests may appear, (3) with respect to the policies contained in paragraphs (a) and (d) above, contain standard mortgagee clauses naming the Bank as mortgagee, and (4) unless unavailable from the insurer, provide that such policy shall not be cancelled or modified in any way adverse to any insured party without at least 30 days’ prior written notice to each insured party named therein. The County shall have the right to receive the proceeds from any insurance maintained pursuant to this Section, subject, however, to the limitations of this Article VI.

All such policies shall be deposited with the Bank provided that in lieu of such insurance policies there may be deposited with the Bank a certificate or certificates of the County attesting the fact that the insurance required by this Section is in full force and effect. Prior to the expiration of any such policy,

the County shall furnish the Bank evidence satisfactory to the Bank that such insurance policy has been renewed or replaced or is no longer required by this Contract.

In lieu of separate insurance policies, the County may maintain blanket or umbrella insurance policies if such policies provide the same coverage required by this Section with protection against each risk not reducible by claims for other risks to amounts less than that specified in this Section and the County deposits with the Bank a certificate or certificates of the respective insurers evidencing such coverage and stating, as required, the amount of coverage with respect to the Mortgaged Property or any part thereof.

In lieu of policies of insurance written by commercial insurance companies meeting the requirements of this Section, the County may maintain a program of self-insurance or participate in group risk financing programs, risk pools, risk retention groups, purchasing groups and captive insurance companies, and in state or federal insurance programs.

**Section 6.8      *Rating and Insurance.*** The Bank reserves the right to have this transaction rated or insured by a qualified rating agency or insurer at any time during the term of this Contract. The County agrees to cooperate with the Bank and the agency/insurer in providing any requested financial or non-financial information that may be material to obtaining the rating/insurance.

**Section 6.9      *Environmental Audit.*** The County shall provide, as may be required by the Bank, either a Phase I Environmental Audit or a completed environmental questionnaire on the Bank's form on the real property on which the Mortgaged Property is located prior to receipt of the Advance by the County.

**Section 6.10    *Risk of Loss.*** The County shall bear all risk of loss or damage to and condemnation of the Mortgaged Property.

**Section 6.11    *Performance by the Bank of the County's Responsibilities.*** Any performance required of the County or any payments required to be made by the County may, if not timely performed or paid, be performed or paid by the Bank, and, in such event, the Bank shall be immediately reimbursed by the County for such payments or other performance by the Bank, with interest thereon at a rate equal to the Interest Rate applied to determine the interest component of Installment Payments.

**Section 6.12    *Financial Statements.*** The County agrees that it will furnish the Bank current audited financial statements within 270 days of the end of each Fiscal Year, carrying an unqualified opinion of a certified public accountant and prepared in accordance with generally accepted accounting principles and presented on a consistent basis. The County represents and warrants to the Bank that all financial statements which have been delivered to the Bank in connection with this Contract fairly and accurately reflect the County's financial condition and there has been no material adverse change in the County's financial condition as reflected in the financial statements since the date thereof.

[END OF ARTICLE VI]

## ARTICLE VII

### TITLE; LIENS

**Section 7.1 Title.** Title to the Mortgaged Property and any and all additions, repairs, replacements or modifications thereto shall be in the County from and after the Closing Date. On the Closing Date, the Deed of Trust will be in full force and effect and no events of default shall have occurred thereunder. On payment or provision for payment in full of all of the County's obligations hereunder, including the principal components of the Installment Payments then outstanding and all other payments due hereunder, the Bank or its assignee, at the County's expense and request, shall cancel the Deed of Trust and this Contract will terminate.

**Section 7.2 Liens.** The County shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim on or with respect to the Mortgaged Property or any interest in therein, except for: (1) the lien and security interest of the Bank in the Mortgaged Property; (2) utility, access and other easements and rights of way, restrictions and exceptions which do not interfere with or impair the intended use of the Mortgaged Property; (3) any permitted encumbrances as described in Exhibit B to the Deed of Trust; and (4) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the Mortgaged Property and as do not materially impair title thereto or the ability of the County to construct and operate the Project thereon. The County shall promptly, at its own expense, take such action as may be necessary duly to discharge any such mortgage, pledge, lien, security interest, charge, encumbrance or claim if the same shall arise at any time. The County shall reimburse the Bank for any expense incurred by the Bank in order to discharge or remove any such mortgage, pledge, lien, security interest, charge, encumbrance or claim.

[END OF ARTICLE VII]

## ARTICLE VIII

### DAMAGE, DESTRUCTION, AND CONDEMNATION; USE OF NET PROCEEDS

**Section 8.1     *Damage, Destruction or Condemnation.*** If, during the term of this Contract, (1) the Mortgaged Property or any portion of the Mortgaged Property is destroyed, or is damaged by fire or other casualty; (2) title to or the temporary or permanent use of the Mortgaged Property or any portion thereof or the estate of the County or the Bank or its assignee in the Mortgaged Property or any portion thereof is taken under the power of eminent domain by any governmental authority; (3) a material defect in construction of the Mortgaged Property becomes apparent; or (4) title to or the use of all or any portion of the Mortgaged Property is lost by reason of a defect in title thereto, the County shall continue to be obligated, subject to the provisions of Section 8.2, to pay the amounts specified in Section 3.1 at the respective times required.

**Section 8.2     *Obligation of the County to Repair and Replace the Mortgaged Property.*** Subject to the provisions of Section 8.3, the Net Proceeds of any insurance policies, performance bonds, condemnation awards or Net Proceeds made available by reason of any occurrence described in Sections 5.4, 6.7(a) or 8.1, shall be applied to the prompt repair, restoration, modification, improvement or replacement of the damaged or destroyed Mortgaged Property. Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of such Net Proceeds shall be the property of the County, subject, if located on the Mortgaged Property, to the Deed of Trust, and shall be included as part of the Mortgaged Property under this Contract.

**Section 8.3     *Insufficiency of Net Proceeds; Discharge of the Obligation of the County To Repair the Mortgaged Property.*** If the Net Proceeds (plus any amount withheld therefrom by reason of any deductible clause) are insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement of the Mortgaged Property as required under Section 8.2, the County may elect to proceed under either of the following options:

(a) The County may complete the work and pay any cost in excess of the amount of the Net Proceeds, and the County agrees that, if by reason of any such insufficiency of the Net Proceeds, the County shall make any payments pursuant to this Section, the County is not entitled to any reimbursement therefor from the Bank nor is the County entitled to any diminution of the amounts payable under Section 3.1; or

(b) The obligation of the County to repair or replace the Mortgaged Property under Section 8.2 may be discharged by causing the Net Proceeds of such insurance policies, performance bonds or condemnation awards to be applied to the prepayment of all or any part of the then outstanding principal component of the Installment Payments as agreed to by the Bank. If the Net Proceeds exceed the amount necessary to prepay the then outstanding principal component of the Installment Payments, such excess shall be paid to or retained by the County.

Within 120 days of the occurrence of an event specified in Section 8.1, the County shall commence the repair, restoration, modification, improvement or replacement of the Mortgaged Property, or shall elect, by written notice to the Bank, to proceed under the provisions of paragraph (b) above. For purposes of this Section, “commence” shall include the retention of an architect or engineer in anticipation of repair, restoration, modification, improvement or replacement of the Mortgaged Property.

**Section 8.4     *Cooperation of Bank.*** The Bank shall cooperate fully with the County in filing any proof of loss with respect to any insurance policy covering the events described in Section 8.1. In no event shall the Bank or the County voluntarily settle, or consent to the settlement of, any proceeding

arising out of any insurance claim with respect to the Mortgaged Property without the written consent of the other.

[END OF ARTICLE VIII]

## ARTICLE IX

### REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COUNTY

**Section 9.1** *Representations, Warranties and Covenants of the County.* The County represents, warrants and covenants to and with the Bank (all such representations, warranties and covenants to be continuing) that:

(a) The County is a political subdivision of the State, validly organized and existing under the laws of the State and has all powers necessary to enter into the transactions contemplated by this Contract and the Deed of Trust and to carry out its obligations hereunder;

(b) The County agrees that during the term of this Contract, it will take no action that would adversely affect its existence as a political subdivision in good standing in the State, cause the County to be consolidated with or merge into another political subdivision of the State or permit one or more other political subdivisions of the State to consolidate with or merge into it, unless the County is the surviving entity or the entity created thereby expressly assumes in writing the County's obligations hereunder;

(c) This Contract, the Deed of Trust and all other documents relating hereto and thereto, and the performance of the County's obligations hereunder and thereunder, have been duly and validly authorized, executed and delivered by the County and approved under all laws, regulations and procedures applicable to the County including, but not limited to, compliance with public meeting and bidding requirements, and, assuming the due authorization, execution and delivery hereof and thereof by the other parties hereto and thereto, constitute valid, legal and binding obligations of the County, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and such principles of equity as a court having proper jurisdiction may impose;

(d) Neither the execution and delivery of this Contract or the Deed of Trust or the consummation of the transactions contemplated hereby or thereby, nor the fulfillment of or compliance with the terms and conditions hereof or thereof conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the County is now a party or by which the County is bound or constitutes a default under any of the foregoing, nor conflicts with or results in a violation of any provision of applicable law or regulation governing the County and no representation, covenant and warranty in this Contract is false, misleading or erroneous in any material respect;

(e) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best of the County's knowledge, threatened, against or affecting the County challenging the validity or enforceability of this Contract, the Deed of Trust or any other documents relating hereto and the performance of the County's obligations hereunder and thereunder, and compliance with the provisions hereof or thereof, under the circumstances contemplated hereby or thereby, does not and will not in any material respect conflict with, constitute on the part of the County a breach of or default under, or result in the creation of a lien or other encumbrance on any property of the County (except as contemplated herein or therein) pursuant to any agreement or other instrument to which the County is a party, or any existing law, regulation, court order or consent decree to which the County is subject;

(f) The estimated Costs of Construction are not less than \$\_\_\_\_\_ and, other than building permits or other procedural requirements which are a prerequisite to the



construction of the Project and the approval of the LGC, which approval has been obtained, no approval or consent is required from any governmental authority with respect to the entering into or performance by the County of this Contract, the Deed of Trust and all other documents related hereto and thereto and the transactions contemplated hereby and thereby or if such approval is required, such approval has been duly obtained;

(g) The funds in the Project Fund and any investment earnings thereon will be used only for the purposes permitted in Article IV;

(h) There are no liens or encumbrances on the Mortgaged Property other than the lien created by this Contract, the Deed of Trust and the other liens permitted thereby. Any lease in place is subordinate to the lien created by this Contract and the Deed of Trust;

(i) The resolutions relating to the performance by the County of this Contract, the Deed of Trust and the transactions contemplated hereby and thereby, have been duly adopted, are in full force and effect, and have not been in any respect modified, revoked or rescinded;

(j) The Project is essential to the proper, efficient and economical operation of the County and the delivery of services and permits the County to carry out its public functions that it is authorized and required by law to perform;

(k) The County reasonably believes sufficient funds will be available to satisfy all of its obligations hereunder;

(l) The County shall (1) cause its County Manager to include the Installment Payments coming due in any Fiscal Year in the corresponding annual budget request and shall require the County Manager to use his or her best efforts to obtain an appropriation therefor and (2) require that the deletion of such funds from the County's final budget be made only pursuant to an express resolution of the Board which explains the reason for such action. This covenant on the part of the County contained in this Section 9.1(l) shall be deemed to be and shall be construed to impose by law ministerial duties and it shall be the duty of each and every public official of the County to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the County to carry out and perform the covenant in this subparagraph and the agreements in this Contract to be carried out and performed by the County; *provided, however*, that nothing contained in this Section 9.1(l) shall obligate the County to so appropriate the funds included in such proposed budget;

(m) Funds appropriated by the County to make Installment Payments due in any Fiscal Year shall be used for no other purpose;

(n) The County agrees that during the term of this Contract, it will maintain the appropriate insurance required pursuant to this Contract and the Deed of Trust; and

(o) The County has or will have good and marketable title to the Mortgaged Property.

[END OF ARTICLE IX]

**ARTICLE X**

**[RESERVED]**

[END OF ARTICLE X]

## ARTICLE XI

### INDEMNIFICATION

**Section 11.1 Indemnification.** To the fullest extent permitted by applicable law, the County hereby agrees to indemnify, protect and save the LGC, the Bank and their respective officers, employees, directors, members and agents harmless from all liabilities, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including reasonable attorneys' fees that (1) arise in tort, in contract, under 42 U.S. Code §1983 or under the public bidding laws of the State or (2) arise out of, are connected with, or result, directly or indirectly, from the Project or any portion thereof, including, without limitation, the manufacture, selection, acquisition, delivery, possession, condition, construction, improvement, environmental or other condition, lease, use operation or return of the Project or any portion thereof. The indemnification arising under this Article XI shall continue in full force and effect notwithstanding the payment in full of all of the obligations under this Contract.

[END OF ARTICLE XI]

## ARTICLE XII

### DISCLAIMER OF WARRANTIES

**Section 12.1 No Representations by the Bank.** The County acknowledges and agrees that the designs for the Project have not been made by the Bank, and the Bank has not supplied any plans or specifications with respect thereto and that the Bank (a) is not a manufacturer of, nor a dealer in, any of the component parts of the Project or similar projects; (b) has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Project or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Project or any component part thereof or any property or rights relating thereto at any stage of the construction thereof; (c) has not at any time had physical possession of the Project or any component part thereof or made any inspection thereof or any property or rights relating thereto; and (d) has not made any warranty or other representation, express or implied, that the Project or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the result which the County intends therefor, or (iii) is safe in any manner or respect.

**Section 12.2 Disclaimer by the Bank.** THE BANK MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE PROJECT OF ANY COMPONENT PART THEREOF TO THE COUNTY OR IN REGARD TO ANY OTHER CIRCUMSTANCE WHATSOEVER WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATIONS WITH RESPECT TO: THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE; THE DESIGN OR CONDITION THEREOF; THE SAFETY, WORKMANSHIP OR QUALITY THEREOF; COMPLIANCE THEREOF WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; ANY LATENT DEFECT; THE TITLE TO OR INTEREST OF THE BANK THEREIN; THE ABILITY THEREOF TO PERFORM ANY FUNCTION; THAT THE ADVANCE WILL BE SUFFICIENT (TOGETHER WITH ANY OTHER AVAILABLE FUNDS OF THE COUNTY) TO PAY THE COST OF IMPLEMENTING THE PROJECT; OR ANY OTHER CHARACTERISTICS OF THE PROJECT, IT BEING AGREED THAT ALL RISKS RELATING TO THE PROJECT, THE COMPLETION THEREOF OR THE TRANSACTIONS CONTEMPLATED HEREBY ARE TO BE BORNE BY THE COUNTY AND THE BENEFITS OF ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS OF THE BANK ARE HEREBY WAIVED BY THE COUNTY.

[END OF ARTICLE XII]

## ARTICLE XIII

### DEFAULT AND REMEDIES

**Section 13.1 Definition of Event of Default.** The County shall be deemed to be in default hereunder on the happening of any of the following events of default (each, an “*Event of Default*”):

- (a) The County fails to pay any Installment Payment or Additional Payment when due;
- (b) The County fails to budget and appropriate money sufficient to pay all Installment Payments and the reasonably estimated Additional Payments coming due in the following Fiscal Year of the County;
- (c) The County deletes from its duly adopted budget any appropriation for the purposes specified in clause (b) above;
- (d) The County fails to perform or observe any term, condition or covenant of this Contract on its part to be observed or performed, other than as referred to in clauses (a), (b) or (c) above, or of the Deed of Trust on its part to be observed or performed, or breaches any warranty by the County herein or therein contained, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the County by the Bank, unless the Bank shall agree in writing to an extension of such time prior to its expiration;
- (e) Any bankruptcy, insolvency or reorganization proceedings or similar litigation, is instituted by the County, or a receiver, custodian or similar officer is appointed for the County or any of its property, and such proceedings or appointments are not vacated or fully stayed within 90 days after the institution or occurrence thereof;
- (f) Any representation, warranty or statement made by the County herein, in the Deed of Trust or in any other document executed or delivered in connection herewith or therewith is found to be incorrect or misleading in any material respect on the date made; or
- (g) An attachment, levy or execution is levied on or against any portion of the Mortgaged Property.

**Section 13.2 Remedies on Default.** On the occurrence of any Event of Default, the Bank may exercise any one or more of the following remedies as the Bank, in its sole discretion, shall elect:

- (a) Declare the unpaid portion of the then outstanding principal components of the Installment Payments immediately due and payable, without notice or demand to the County;
- (b) Proceed by appropriate court action to enforce the performance by the County of the applicable covenants of this Contract or to recover for any breach thereof;
- (c) Exercise or direct the Deed of Trust Trustee to exercise all the rights and remedies of a secured party or creditor under the Uniform Commercial Code of the State and the general laws of the State with respect to the enforcement of the security interest granted or reserved hereunder and under the Deed of Trust including, without limitation, to the extent permitted by law, re-enter and take possession of the Mortgaged Property without any court order or other process of law and without liability for entering the premises and to sell, lease, sublease or make other disposition of the same in a commercially reasonable manner for the account of the

County, and apply the proceeds of any such sale, lease, sublease or other disposition, after deducting all costs and expenses, including court costs and attorneys' fees, incurred with the recovery, repair, storage and other sale, lease, sublease or other disposition, toward the balance due under this Contract and, thereafter, to pay any remaining proceeds to the County;

(d) Enforce its security interest in the Mortgaged Property or direct the Deed of Trust Trustee to institute foreclosure proceedings under the Deed of Trust and sell the Mortgaged Property; or

(e) Pursue any other remedy available at law or equity to the Bank.

NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, IT IS THE INTENT OF THE PARTIES HERETO TO COMPLY WITH SECTION 160A-20 OF THE GENERAL STATUTES OF NORTH CAROLINA, AS AMENDED. NO DEFICIENCY JUDGMENT MAY BE ENTERED AGAINST THE COUNTY IN FAVOR OF THE BANK IN VIOLATION OF SECTION 160A-20 OF THE GENERAL STATUTES OF NORTH CAROLINA, AS AMENDED, INCLUDING, WITHOUT LIMITATION, ANY DEFICIENCY JUDGMENT FOR AMOUNTS THAT MAY BE OWED HEREUNDER WHEN THE SALE OF ALL OR ANY PORTION OF THE MORTGAGED PROPERTY IS INSUFFICIENT TO PRODUCE ENOUGH MONEY TO PAY IN FULL ALL REMAINING OBLIGATIONS UNDER THIS CONTRACT.

**Section 13.3 Further Remedies.** This Contract shall remain in full force and effect and the County shall be and remain liable for the full performance of all its obligations under this Contract. All remedies of the Bank are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy.

[END OF ARTICLE XIII]

## ARTICLE XIV

### ASSIGNMENT

**Section 14.1 Assignment.** Except pursuant to this Contract and the Deed of Trust, as applicable, the County will not sell, assign, lease, sublease, pledge or otherwise encumber or suffer a lien or encumbrance on or against any interest in this Contract or the Mortgaged Property (except for any other permitted encumbrances under Section 7.2) without the prior written consent of the Bank. The County's interest in this Contract may not be assigned or transferred by operation of law.

The Bank may, at any time and from time to time, assign all or any part of its interest in the Mortgaged Property, the Project or this Contract, including, without limitation, the Bank's rights to receive Installment Payments payable to the Bank hereunder. Any assignment made by the Bank or any subsequent assignee shall not purport to convey any greater interest or rights than those held by the Bank pursuant to this Contract.

The County agrees that this Contract may become part of a pool of obligations at the Bank's or its assignee's option. The Bank or its assignees may assign or reassign all or any part of this Contract, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Contract without the consent of the LGC, although the Banks or any assignee shall give written notice to the LGC of any such assignment. Any assignment by the Bank may be only to a bank, insurance company, or similar financial institution or any other entity approved by the LGC. Notwithstanding the foregoing, no assignment or reassignment of the Bank's interest in the Deed of Trust or this Contract shall be effective unless and until the County shall receive a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each such assignee.

The County further agrees that the Bank's interest in this Contract may be assigned in whole or in part on terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Contract, provided the County receives a copy of such agency contract and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Contract a written record of each assignment and reassignment of such certificates of participation.

The County agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the County and the LGC, and the County shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, the County shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

The provisions of this Section shall not apply to the lease between the County and the tenant of the Project which is expressly permitted provided that such lease is subordinate to the liens created by this Contract and the Deed of Trust.

[END OF ARTICLE XIV]

## ARTICLE XV

### LIMITED OBLIGATION OF THE COUNTY

**Section 15.1** *Limited Obligation of the County.* NO PROVISION OF THIS CONTRACT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS CONTRACT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A DELEGATION OF GOVERNMENTAL POWERS NOR AS A DONATION BY OR A LENDING OF THE CREDIT OF THE COUNTY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE. THIS CONTRACT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COUNTY TO MAKE ANY PAYMENTS BEYOND ANY PAYMENTS APPROPRIATED IN THE SOLE DISCRETION OF THE COUNTY FOR ANY FISCAL YEAR IN WHICH THIS CONTRACT IS IN EFFECT; *PROVIDED, HOWEVER*, THAT ANY FAILURE OR REFUSAL BY THE COUNTY TO APPROPRIATE FUNDS WHICH RESULTS IN ITS FAILURE TO MAKE ANY PAYMENT COMING DUE HEREUNDER WILL IN NO WAY OBTAIN THE OCCURRENCE OF THE EVENT OF DEFAULT RESULTING FROM SUCH NONPAYMENT. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE COUNTY IN ANY ACTION FOR BREACH OF A CONTRACTUAL OBLIGATION HEREUNDER, AND THE TAXING POWER OF THE COUNTY IS NOT AND MAY NOT BE PLEDGED DIRECTLY OR INDIRECTLY OR CONTINGENTLY TO SECURE ANY AMOUNTS DUE HEREUNDER. NO PROVISION OF THIS CONTRACT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE COUNTY'S FUNDS, NOR SHALL ANY PROVISION OF THIS CONTRACT RESTRICT THE FUTURE ISSUANCE OF ANY OF THE COUNTY'S BONDS OR OBLIGATIONS PAYABLE FROM ANY CLASS OR SOURCE OF THE COUNTY'S FUNDS. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS ARTICLE XV AND ANY OTHER PROVISION OF THIS CONTRACT, THIS ARTICLE XV SHALL TAKE PRIORITY.

[END OF ARTICLE XV]



## ARTICLE XVI

### MISCELLANEOUS

**Section 16.1 Notices.** Any and all notices, requests, demands, and other communications given under or in connection with this Contract are only effective if made in writing and delivered either personally or mailed by certified or registered mail, postage prepaid, or return receipt requested, and addressed as follows:

IF TO THE COUNTY: County of Halifax, North Carolina  
10 N. King Street  
Halifax, North Carolina 27839  
Attention: Finance Director

IF TO THE BANK: Truist Bank  
5130 Parkway Plaza Boulevard  
Charlotte, North Carolina 28217  
Attention: Governmental Finance

The County and the Bank may, by written notice to each other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

**Section 16.2 Time.** Time is of the essence of this Contract and each and all of its provisions.

**Section 16.3 If Payment or Performance Date not a Business Day.** If the date for making any payment, or the last date for performance of any act or the exercising of any right, as provided in this Contract, is not a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Contract, and no interest shall accrue for the period after such nominal date.

**Section 16.4 Waiver.** No covenant or condition of this Contract can be waived except by the written consent of the Bank. Any failure of the Bank to require strict performance by the County or any waiver by the Bank of any terms, covenants or contracts in this Contract shall not be construed as a waiver of any other breach of the same or any other term, covenant or contract in this Contract.

**Section 16.5 Section Headings.** All section headings contained in this Contract are for convenience of reference only and are not intended to define or limit the scope of any provision of this Contract.

**Section 16.6 Entire Contract.** This Contract, together with any schedules and exhibits attached to this Contract and Deed of Trust, constitutes the entire agreement between the parties, and this Contract shall not be modified, amended, altered or changed except as the County and the Bank may subsequently agree in writing.

**Section 16.7 Binding Effect.** Subject to the specific provisions of this Contract, this Contract is binding on and inures to the benefit of the parties and their respective successors and assigns (including expressly any successor of the Bank).

**Section 16.8 Covenants of County not Covenants of Officials Individually.** No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the County in such person's individual capacity, and neither the members of the Board nor any other officer of the Board or

the County shall be subject to any personal liability or accountability by reason of the execution and delivery of this Contract. No member of the Board or any agent or employee of the County shall incur any personal liability in acting or proceeding or if not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Contract.

**Section 16.9 Severability.** If any portion of this Contract is determined to be invalid under any applicable law, such provision is void and the remainder of this Contract continues in full force and effect.

**Section 16.10 Governing Law.** This Contract is to be construed, interpreted and enforced in accordance with, the laws of the State.

**Section 16.11 Execution in Counterparts.** This Contract may be executed in any number of counterparts, each of which is an original and all of which constitute but one and the same instrument.

**Section 16.12 E-Verify.** The Bank understands that “E-Verify” is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Bank uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Bank will require that any subcontractor that it uses in connection with the transactions contemplated by this Contract certify to such subcontractor's compliance with E-Verify.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

***IN WITNESS WHEREOF***, the County and the Bank have caused this Installment Financing Contract to be executed by their duly authorized officers as of the day and year first above written.

**COUNTY OF HALIFAX, NORTH CAROLINA**

[SEAL]

By: \_\_\_\_\_  
Vernon J. Bryant  
Chairman  
Board of Commissioners

ATTEST:

\_\_\_\_\_  
Andrea H. Wiggins  
Clerk to the Board of Commissioners

[COUNTERPART SIGNATURE PAGE TO THE INSTALLMENT FINANCING CONTRACT,  
DATED AS OF APRIL 1, 2020, BETWEEN TRUIST BANK  
AND THE COUNTY OF HALIFAX, NORTH CAROLINA]

**TRUIST BANK,**  
as Bank

By: \_\_\_\_\_  
Andrew G. Smith  
Senior Vice President

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

[COUNTERPART SIGNATURE PAGE TO THE INSTALLMENT FINANCING CONTRACT,  
DATED AS OF APRIL 1, 2020, BETWEEN TRUIST BANK  
AND THE COUNTY OF HALIFAX, NORTH CAROLINA]

This Contract has been approved under the provisions of  
Section 159-152 of the General Statutes of North  
Carolina, as amended.

By: \_\_\_\_\_  
Greg C. Gaskins  
Secretary  
Local Government Commission of North Carolina

**PAYMENT SCHEDULE**

<b><u>PAYMENT DATE</u></b>	<b><u>INSTALLMENT PAYMENT - PRINCIPAL COMPONENT</u></b>	<b><u>INSTALLMENT PAYMENT - INTEREST COMPONENT*</u></b>	<b><u>TOTAL INSTALLMENT PAYMENT</u></b>
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\* Interest rate of 2.71% calculated on a 30/360-day basis

Prepared by and Return to: Rebecca B. Joyner, Esq.  
301 Fayetteville Street, Suite 1400  
Raleigh, North Carolina 28602

**STATE OF NORTH CAROLINA**

**COUNTY OF HALIFAX**

**DEED OF TRUST,  
SECURITY AGREEMENT  
AND FIXTURE FILING**

This **DEED OF TRUST AND SECURITY AGREEMENT** is made and entered into as of April 1, 2020 (this "*Deed of Trust*"), from the **COUNTY OF HALIFAX, NORTH CAROLINA** (the "*Grantor*"), 10 N. King Street, Halifax, North Carolina 28139, to \_\_\_\_\_, as trustee (the "*Trustee*"), \_\_\_\_\_, for the benefit of **TRUIST BANK** (the "*Bank*"), 5130 Parkway Plaza Boulevard, Charlotte, North Carolina 28217 (the Bank and its successors and assigns hereinafter called the "*Beneficiary*").

***PREAMBLES***

**WHEREAS**, the Grantor and the Bank have entered into an Installment Financing Contract dated as of April 1, 2020 (the "*Contract*"), pursuant to which (1) the Bank has agreed to advance funds to enable the Grantor to finance the Project (as defined in the Contract), and (2) the Grantor has agreed to make the Installment Payments (as defined in the Contract) to the Bank;

**WHEREAS**, this Deed of Trust has been executed and delivered to secure (1) the obligations of the Grantor to make the Installment Payments, and (2) the payment and performance of all of the other liabilities and obligations, whether now existing or hereafter arising, of the Grantor to the Bank under the Contract, all such obligations and liabilities described in (1) or (2) above hereinafter collectively called the "*Indebtedness*";

**WHEREAS**, it is intended that this Deed of Trust comply with the provisions of Sections 45-67, *et. seq.* of the General Statutes of North Carolina, as amended; and for purposes of complying with such provisions, the Grantor hereby represents as follows:

(a) This Deed of Trust has been executed and delivered by the Grantor to secure present and future Indebtedness which may be incurred from time to time under the Contract;

(b) The maximum principal amount, including present and future Indebtedness, which may be secured by this Deed of Trust at any one time is \$\_\_\_\_\_ (exclusive of advances that may be made under the terms of the Contract or this Deed of Trust for the protection of collateral, payment of taxes, impositions and assessments, attorneys' fees and costs and other sums which the Grantor is required by the terms of said instruments to repay), subject to the limitation that any increase must be authorized by the Grantor's governing board and at no time shall the total principal amount of Indebtedness secured hereby exceed said maximum principal sum of \$\_\_\_\_\_ plus interest, attorneys' fees and costs and other sums for the protection of collateral, payment of taxes, impositions and assessments and similar sums advanced by the Beneficiary which the Grantor is obligated to repay hereunder, under the Contract, or otherwise;

(c) The period within which such future Indebtedness may be incurred shall expire not later than 30 years from the date of this Deed of Trust, and shall be effective without the recordation of an amendment, modification or supplement to this Deed of Trust; and

(d) It shall not be a requirement for any such future Indebtedness to be secured hereby that the Grantor sign an instrument or other notation stipulating that such Indebtedness is secured by this Deed of Trust, as no such future Indebtedness is required, under the Contract or otherwise, to be evidenced by a written instrument or notation; and

**WHEREAS**, the Grantor desires to secure (1) the payment of the Indebtedness and any renewals, modifications or extensions thereof, in whole or in part, and (2) the additional payments hereinafter agreed to be made by or on behalf of the Grantor, by a conveyance of the lands and security interests hereinafter described;

**NOW, THEREFORE**, in consideration of the above preambles and for the purposes aforesaid, and in further consideration of the sum of \$10.00 paid to the Grantor by the Trustee and other valuable consideration, receipt of which is hereby acknowledged, the Grantor has given, granted, bargained and sold, and by these presents does give, grant, bargain, sell and convey unto the Trustee, its heirs, successors and assigns, the following property (hereinafter collectively referred to as the "*Mortgaged Property*"):

(a) The real property lying and being in the County of Halifax, North Carolina, and described below and in the legal description attached as Exhibit A hereto (hereinafter referred to as the "*Real Property*"):

SEE EXHIBIT A ATTACHED HERETO FOR THE REAL  
PROPERTY DESCRIPTION, WHICH EXHIBIT A IS  
SPECIFICALLY INCORPORATED HEREIN BY REFERENCE.

(b) All buildings, structures, additions and improvements of every nature whatsoever now or hereafter situated on or about the Real Property (the "*Improvements*").

(c) All gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulation or law, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus, refrigerating plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings and storm sashes and other machinery, equipment or other tangible personal property, which are or shall be so



attached to the Improvements, including all extensions, additions, improvements, betterments, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, as to be deemed to be fixtures under North Carolina law (collectively, the “*Fixtures*”) and accessions to the Real Property and a part of the Mortgaged Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the Indebtedness. The location of the collateral described in this paragraph is also the location of the Real Property, and the record owner of the Real Property is the Grantor.

(d) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Real Property or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Grantor.

(e) All leases affecting the Mortgaged Property or any part thereof and all income, rents and issues of the Mortgaged Property and the Improvements now or hereafter located thereon from time to time accruing (including without limitation all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits whether held by the Grantor or in a trust account, and escrow funds), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Grantor of, in and to the same; reserving only the right to the Grantor to collect and apply the same (other than insurance proceeds and condemnation payments) so long as the Grantor is not in Default hereunder.

***TO HAVE AND TO HOLD***, the Mortgaged Property unto the Trustee, its heirs, successors and assigns, in fee simple forever, upon the trusts, terms and conditions and for the uses and purposes hereinafter set out;

And the Grantor covenants with the Trustee that the Grantor is lawfully seized of the Mortgaged Property in fee simple and has the right to convey the same in fee simple; that, except for Permitted Encumbrances (as defined in Exhibit B attached hereto and specifically incorporated herein by reference), the same are free and clear of all encumbrances, and that the Grantor will warrant and defend the title to the same against the claims of all persons whomsoever arising by, under or through the Grantor.

***THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST***, that if the Grantor shall pay the Indebtedness in accordance with the terms of the Contract, together with interest thereon, and any renewals or extensions thereof in whole or in part, and shall comply with all the covenants, terms and conditions of this Deed of Trust, then this conveyance shall be null and void and may be cancelled of record at the request and at the cost of the Grantor.

***TO PROTECT THE SECURITY OF THIS DEED OF TRUST***, the Grantor hereby further covenants and agrees as follows:

## ARTICLE I

Section 1.1. ***Payment of Indebtedness.*** The Grantor will pay the Indebtedness and all other sums now or hereafter secured hereby promptly as the same shall become due.

Section 1.2. ***Taxes, Liens and Other Charges.***

(a) The Grantor will pay, before the same become delinquent, all taxes, liens, assessments and charges of every character including all utility charges, whether public or private, already levied or assessed or that may hereafter be levied or assessed upon or against the Mortgaged Property; and will furnish the Beneficiary, on or before the final date whereon the same can be paid without penalty, evidence of the due and punctual payment of all such taxes, assessments and other fees and charges. Nothing contained herein shall require the payment or discharge of any such tax, lien, assessment or charge by the Grantor for so long as the Grantor shall in good faith and at its own expense contest the same or the validity thereof by appropriate legal proceedings provided that such proceedings shall prevent (1) the collection thereof or other realization thereof and the sale or forfeiture of the Mortgaged Property or any part thereof to satisfy the same or (2) the enforcement thereof, against the Grantor, the Trustee, the Beneficiary and the Mortgaged Property and so long as the Grantor first deposits with the Beneficiary in escrow such sums or other security as the Beneficiary may reasonably require to assure Beneficiary of the availability of sufficient monies to pay such tax, lien, assessment or charge if and when the same is finally determined to be due.

(b) The Grantor will not suffer any mechanic's, materialman's, laborer's, statutory or other lien to be created and to remain outstanding upon all or any part of the Mortgaged Property. The Grantor shall be entitled to discharge such liens by bonds or to contest any such liens pursuant to the same procedure as the Grantor is entitled to contest taxes in the preceding Subsection 1.2(a).

Section 1.3. ***Insurance.***

(a) The Grantor shall procure for, deliver to and maintain for the benefit of the Beneficiary, during the term of this Deed of Trust, the insurance coverage required by the Contract. Such insurance shall be noncancellable except upon at least 30 days' prior written notice to the Beneficiary, and shall otherwise comply with the requirements of the Contract.

(b) The Beneficiary is hereby authorized and empowered and, at its option, with participation of the Grantor, to adjust or compromise any loss under any insurance policies maintained pursuant to this Section 1.3, and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to the Grantor and the Beneficiary jointly. The net proceeds from any such policy or policies shall be applied as provided in the Contract. The Beneficiary shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

(c) For the portion of such insurance which is not self-insurance, at least 30 days prior to the expiration date of each policy maintained pursuant to this Section 1.3, a renewal or replacement thereof satisfactory to the Beneficiary shall be delivered by the Grantor to the Beneficiary, if requested. In the event of the foreclosure of this Deed of Trust or any other transfer of title to the Mortgaged Property in extinguishment of the Indebtedness secured hereby, all right, title and interest of the Grantor in and to all insurance policies then in force shall pass to the purchaser or Beneficiary, as appropriate.

Section 1.4. **Condemnation.** In the event there hereafter occurs a condemnation (which term when used in this Deed of Trust shall include any damage or taking by any governmental authority or other entity having the power of eminent domain, and any transfer by private sale in lieu thereof), resulting in any damage or taking, either temporarily or permanently, of (1) the entire Mortgaged Property, (2) so much of the Mortgaged Property as causes the remainder of the Mortgaged Property to be in violation of any zoning laws, restrictive covenants or similar laws, regulations or restrictions affecting the Mortgaged Property, and the Grantor fails to cure such violation within 30 days of the condemnation or such violation does not prevent the Grantor's continued use of the Mortgaged Property in the ordinary course of its business or (3) so much of the Mortgaged Property that, in the sole reasonable opinion of the Beneficiary, the value of the Mortgaged Property is materially and adversely affected, then, and in any one of said events, the Grantor shall repay the Indebtedness in accordance with Article VIII of the Contract. To the extent permitted by law, the Beneficiary shall be entitled to receive all compensation, awards and other payments or relief thereof. The Beneficiary is hereby authorized, at its option, to commence, appear in and prosecute, in its own or in the Grantor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Grantor to the Beneficiary. After deducting from said condemnation proceeds all of its expenses incurred in the collection and administration of such sums, including reasonable attorneys' fees, the Beneficiary shall apply the net proceeds as provided in the Contract, subject to the terms of Article VIII of the Contract. Any balance of such monies then remaining shall be paid to the Grantor. The Grantor hereby agrees to execute such further assignment of any compensation, awards, damages, claims, rights of action and proceeds as the Beneficiary may require.

Section 1.5. **Care of Mortgaged Property.**

(a) The Grantor will keep the buildings, parking areas, roads and walkways, recreational facilities, landscaping and all other improvements of any kind now or hereafter erected on the Real Property or any part thereof in good condition and repair, will not commit or suffer any waste, and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) Except for structures existing on the date of this Deed of Trust, the Grantor will not remove or demolish nor alter the structural character of any improvement located on the Real Property without the prior written consent of the Beneficiary.

(c) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, the Grantor will give immediate written notice thereof to the Beneficiary and the Trustee.

(d) Upon reasonable notice to the Grantor, the Beneficiary or its representative is hereby authorized to enter upon and inspect the Mortgaged Property at any time during normal business hours. The Beneficiary agrees that any confidential information about the Grantor obtained in the exercise of its rights under this subparagraph (d) shall, except as otherwise required by law or regulation applicable to the Beneficiary, be maintained in a confidential manner and shall be used by the Beneficiary only for the protection of its rights and interests hereunder.

(e) The Grantor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority (including, but not limited to, all environmental and ecological laws and regulations) affecting the Mortgaged Property or any part thereof.

(f) If all or any part of the Mortgaged Property shall be damaged or destroyed as described in Section 8.1 of the Contract, the Grantor will promptly repair, restore, modify, improve or replace the Mortgaged Property or any remaining portions in accordance with Section 8.2 of the Contract or, under certain circumstances described in Section 8.3 of the Contract, apply any Net Proceeds (as defined in the Contract) as provided for in Section 8.3 of the Contract.

Section 1.6. ***Leases and Other Agreements Affecting Property.*** The Grantor will duly and punctually perform all terms, covenants, conditions and agreements binding upon the Grantor under any lease or any other agreement of any nature whatsoever which involves or affects the Mortgaged Property or any part thereof. The Grantor will furnish the Beneficiary with executed copies of all leases now or hereafter created upon the Mortgaged Property or any part thereof, and all leases now or hereafter entered into will be in form and substance subject to the prior written approval of the Beneficiary. The Grantor will not, without the express written approval of the Beneficiary (which approval will not be unreasonably withheld or delayed), modify, surrender or terminate, either orally or in writing, any lease now existing or hereafter created upon the Mortgaged Property or any part thereof, nor will the Grantor permit an assignment or a subletting by any tenant without the prior express written approval of the Beneficiary.

Section 1.7. ***Security Agreement and Fixture Filing.*** With respect to the Fixtures, this Deed of Trust is hereby made and declared to be a security agreement in favor of the Beneficiary encumbering each and every item of such property included herein as a part of the Mortgaged Property, in compliance with the provisions of the Uniform Commercial Code as enacted in the State of North Carolina (the "State"), and the Grantor hereby grants a security interest to the Beneficiary in and to all of such Fixtures. This Deed of Trust shall constitute a financing statement filed as a fixture filing in accordance with N.C. Gen. Stat. §25-9-502 (or any amendment thereto). For purposes of complying with the requirements of N.C. Gen. Stat. §25-9-502, the name of Grantor, as Debtor, and Beneficiary, as Secured Party, and the respective addresses of Grantor, as Debtor, and Beneficiary, as Secured Party, are set forth on the first page of this Deed of Trust. Grantor authorizes Beneficiary to effect any filing or recording of any additional financing statements relating to the Fixtures or amendments thereto where appropriate to perfect and continue the security interest in, and to protect and preserve, the Fixtures. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Deed of Trust shall be (1) as prescribed herein, or (2) as prescribed by general law, or (3) as prescribed by the specific statutory consequences now or hereafter enacted and specified in said Uniform Commercial Code, all at the Beneficiary's sole election. The mention in any such financing statement or statements of the rights in and to (a) the proceeds of any fire and/or hazard insurance policy, (b) any award in eminent domain proceedings for a taking or for loss of value, or (c) the Grantor's interest as lessor in any present or future lease or rights to rents, issues or awards growing out of the use and/or occupancy of the Mortgaged Property, whether pursuant to lease or otherwise, shall not in any way alter any of the rights of the Beneficiary as determined by this Deed of Trust or affect the priority of the Beneficiary's security interest granted hereby or by any other recorded document, it being understood and agreed that such mention in such financing statement or statements is solely for the protection of the Beneficiary in the event any court shall at any time hold with respect to the foregoing clauses (a), (b) or (c) of this sentence, that notice of the Beneficiary's priority of interest, to be effective against a particular class of persons, must be filed in the Uniform Commercial Code records.

Section 1.8. ***Further Assurances; After Acquired Property.*** At any time, and from time to time, upon request by the Beneficiary, the Grantor will make, execute and deliver or cause to be made, executed and delivered, to the Beneficiary and/or the Trustee and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by the Beneficiary, any and all such other and further deeds of trust, security agreements, financing statements, continuation statements, instruments of further

assurance, certificates and other documents as may, in the opinion of the Beneficiary, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve (1) the obligations of the Grantor under the Contract or this Deed of Trust and (2) the security interest created under this Deed of Trust as a first and prior lien upon and security title in and to all of the Mortgaged Property, subject to Permitted Encumbrances, whether now owned or hereafter acquired by the Grantor.

Section 1.9. **Expenses.** The Grantor will pay or reimburse the Beneficiary and the Trustee, upon demand therefor, for all reasonable attorneys' fees, costs and expenses actually incurred by the Beneficiary and the Trustee in any suit, action, legal proceeding or dispute of any kind in which the Beneficiary and/or the Trustee is made a party or appears as party plaintiff or defendant, affecting the Indebtedness secured hereby, this Deed of Trust or the interest created herein, or the Mortgaged Property, including, but not limited to, the exercise of the power of sale contained in this Deed of Trust, any condemnation action involving the Mortgaged Property or any action to protect the security hereof, but excepting therefrom any negligence or willful misconduct by the Beneficiary or any breach of this Deed of Trust by the Beneficiary; and all such amounts paid by the Beneficiary shall be added to the Indebtedness.

Section 1.10. **Estoppel Affidavits.** The Grantor, upon 10 days' prior written notice, shall furnish the Beneficiary a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the Indebtedness and whether or not any offsets or defenses exist against such principal and interest.

Section 1.11. **Subrogation.** The Beneficiary shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the Indebtedness.

Section 1.12. **Books, Records, Accounts and Annual Reports.** The Grantor will keep and maintain or will cause to be kept and maintained proper and accurate books, records and accounts relating to the Mortgaged Property. The Beneficiary shall have the right from time to time at all times during normal business hours to examine such books, records and accounts at the office of the Grantor or such other person or entity maintaining such books, records and accounts and to make copies or extracts thereof as the Beneficiary shall desire.

Section 1.13. **Limit of Validity.** If from any circumstances whatsoever fulfillment of any provision of this Deed of Trust or the Contract at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then *ipso facto* the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Deed of Trust or the Contract that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity.

Section 1.14. **Changes in Ownership.** The Grantor hereby acknowledges to the Beneficiary that (1) the identity and expertise of the Grantor were and continue to be material circumstances upon which the Beneficiary has relied in connection with, and which constitute valuable consideration to the Beneficiary for, the extending to the Grantor of the Indebtedness and (2) any change in such identity or expertise could materially impair or jeopardize the security for the payment of the Indebtedness granted to the Beneficiary by this Deed of Trust. The Grantor therefore covenants and agrees with the Beneficiary, as part of the consideration for the extending to the Grantor of the Indebtedness, that the entire Indebtedness shall, at the option of the Beneficiary, become immediately due and payable, should the Grantor further encumber, pledge, convey, transfer or assign any or all of its interest in the Mortgaged Property or any portion thereof without the prior written consent of the Beneficiary or except as otherwise permitted herein.

Section 1.15. ***Use and Management of the Mortgaged Property.*** The Grantor shall not alter or change the use of the Mortgaged Property or abandon the Mortgaged Property without the prior written consent of the Beneficiary.

Section 1.16. ***Acquisition of Collateral.*** The Grantor shall not acquire any portion of the personal property, if any, covered by this Deed of Trust, subject to any security interest, conditional sales contract, title retention arrangement or other charge or lien taking precedence over the security title and lien of this Deed of Trust without the prior written consent of the Beneficiary.

Section 1.17. ***Hazardous Material.***

(a) The Grantor represents, warrants and agrees that, except as previously disclosed to the Bank in writing: (1) the Grantor has not used or installed any Hazardous Material (as hereinafter defined) in violation of applicable Environmental Laws on, from or in the Mortgaged Property and to the Grantor's actual knowledge no other person has used or installed any Hazardous Material on, from or in the Mortgaged Property; (2) to the Grantor's knowledge, no other person has violated any applicable Environmental Laws (as hereinafter defined) relating to or affecting the Mortgaged Property or any other property owned by the Grantor except as previously disclosed to the Beneficiary; (3) to the best of the Grantor's knowledge the Mortgaged Property is presently in compliance with all applicable Environmental Laws, and there are no facts or circumstances presently existing upon or under the Mortgaged Property, or relating to the Mortgaged Property, which may violate any applicable Environmental Laws, and there is not now pending or, to the best knowledge of the Grantor, threatened any action, suit, investigation or proceeding against the Grantor or the Mortgaged Property (or against any other party relating to the Mortgaged Property) seeking to enforce any right or remedy against the Grantor or the Mortgaged Property under any of the Environmental Laws; (4) the Mortgaged Property shall be kept free of Hazardous Materials to the extent required by applicable Environmental Laws, and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, or process Hazardous Materials other than the processing of materials in the ordinary course of the Grantor's business as of the date hereof; (5) the Grantor shall not cause or permit the installation of Hazardous Materials in, on, over or under the Mortgaged Property or a Release (as hereinafter defined) of Hazardous Materials unto or from the Mortgaged Property or suffer the presence of Hazardous Materials in, on, over or under the Mortgaged Property in violation of applicable Environmental Laws; (6) the Grantor shall comply with Environmental Laws applicable to the Mortgaged Property, all at no cost or expense to the Beneficiary or the Trustee; (7) the Grantor has obtained and will at all times continue to obtain and/or maintain all licenses, permits and/or other governmental or regulatory actions necessary for the Mortgaged Property to comply with applicable Environmental Laws (the "*Permits*") and the Grantor will be and at all times remain in full compliance with the terms and provisions of the Permits; (8) to the best of the Grantor's knowledge there has been no Release of any Hazardous Materials on or from the Mortgaged Property in violation of applicable Environmental Laws, whether or not such Release emanated from the Mortgaged Property or any contiguous real estate which has not been abated and any resulting violation of applicable Environmental Laws abates; (9) the Grantor shall immediately give the Beneficiary oral and written notice in the event that the Grantor receives any notice from any governmental agency, entity, or any other party with regard to Hazardous Materials on, from or affecting the Mortgaged Property and the Grantor shall conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Mortgaged Property in accordance with all applicable Environmental Laws.

(b) To the fullest extent permitted by applicable law, the Grantor hereby agrees to indemnify the Beneficiary and the Trustee and hold the Beneficiary and the Trustee harmless from and against any and all liens, demands, defenses, suits, proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expenses (including, without limitation, attorneys' and experts' fees) and claims of any and every kind whatsoever paid, incurred, suffered by, or asserted against the Beneficiary, the Trustee and/or the Mortgaged Property for, with respect to, or as a direct or indirect result of: (1) the presence of Hazardous Materials in, on or under the Mortgaged Property, or the escape, seepage, leakage, spillage, discharge, emission or Release on or from the Mortgaged Property of any Hazardous Materials regardless of whether or not caused by or within the control of the Grantor; (2) the violation of any Environmental Laws applicable to the Mortgaged Property or the Grantor, whether or not caused by or within the control of the Grantor; (3) the failure by the Grantor to comply fully with the terms and provisions of this Section 1.17; (4) the violation of any of the Environmental Laws in connection with any other property owned by the Grantor, which violation gives or may give rise to any rights whatsoever in any party with respect to the Mortgaged Property by virtue of any of the Environmental Laws, whether or not such violation is caused by or within the control of the Grantor; or (5) any warranty or representation made by the Grantor in subparagraph (a) of Section 1.17 being false or untrue in any material respect.

(c) In the event the Beneficiary has a reasonable basis to suspect that the Grantor has violated any of the covenants, warranties, or representations contained in this Section 1.17, or that the Mortgaged Property are not in compliance with the applicable Environmental Laws for any reason, the Grantor shall take such steps as the Beneficiary reasonably requires by written notice to the Grantor in order to confirm or deny such occurrences, including, without limitation, the preparation of environmental studies, surveys or reports. In the event that the Grantor fails to take such action, the Beneficiary may take such action as the Beneficiary reasonably believes necessary to protect its interest, and the cost and expenses of all such actions taken by the Beneficiary, including, without limitation, the Beneficiary's reasonable attorneys' fees, shall be added to the Indebtedness.

(d) For purposes of this Deed of Trust: (1) "*Hazardous Material*" or "*Hazardous Materials*" means and includes, without limitation, (A) solid or hazardous waste, as defined in the Resource Conservation and Recovery Act of 1980, as amended, or in any applicable state or local law or regulation, (B) hazardous substances, as defined in CERCLA, or in any applicable state or local law or regulation, (C) gasoline, or any other petroleum product or by-product, (D) toxic substances, as defined in the Toxic Substances Control Act of 1976, as amended, or in any applicable state or local law or regulation or (E) insecticides, fungicides, or rodenticides, as defined in the Federal Insecticide, Fungicide, and Rodenticide Act of 1975, as amended, or in any applicable state or local law or regulation, as each such Act, statute or regulation may be amended from time to time; (2) "*Release*" shall have the meaning given such term, in the Environmental Laws, including, without limitation, Section 101(22) of CERCLA; and (3) "*Environmental Law*" or "*Environmental Laws*" shall mean any "*Super Fund*" or "*Super Lien*" law, or any other federal, state or local statute, law, ordinance or code, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials as may now or at any time hereafter be legally in effect, including, without limitation, the following, as same may be amended or replaced from time to time, and all regulations promulgated and officially adopted thereunder or in connection therewith: the Super Fund Amendments and Reauthorization Act of 1986, as amended ("*SARA*"); the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("*CERCLA*"); The Clean Air Act, as amended ("*CAA*"); the Clean Water Act, as amended ("*CWA*"); The Toxic Substance Control Act, as amended ("*TSCA*"); the

Solid Waste Disposal Act, as amended (“SWDA”), as amended by the Resource Conservation and Recovery Act, as amended (“RCRA”); the Hazardous Waste Management System; and the Occupational Safety and Health Act of 1970, as amended (“OSHA”). The obligations and liabilities of the Grantor under this Section 1.17 which arise out of events or actions occurring prior to the satisfaction of this Deed of Trust shall survive the exercise of the power of sale under or foreclosure of this Deed of Trust, the delivery of a deed in lieu of foreclosure of this Deed of Trust, the cancellation or release of record of this Deed of Trust, and/or the payment in full of the Indebtedness.

(e) The parties expressly agree that an event under the provisions of Section 1.17 which may be deemed to be a default under this Deed of Trust shall not be a default until the Grantor has received notice of such event. Further, in terms of compliance with future governmental laws, regulations or rulings applicable to environmental conditions, the Grantor shall be permitted to afford itself of any defense or other protection against the application or enforcement of any such law, regulation or ruling.

## ARTICLE II

Section 2.1. ***Events of Default.*** The terms “Default”, “Event of Default” or “Events of Default,” wherever used in this Deed of Trust, shall mean any one or more of the following events:

- (a) Failure by the Grantor to pay any principal component or interest component of the Installment Payments when due as required by the Contract or by this Deed of Trust; or
- (b) Failure by the Grantor to duly observe or perform after notice and lapse of any applicable grace period any other term, covenant, condition or agreement of this Deed of Trust; or
- (c) Any warranty of the Grantor contained in this Deed of Trust, proves to be untrue or misleading in any material respect; or
- (d) The occurrence of any “Event of Default” under the Contract.

Section 2.2. ***Acceleration upon Default, Additional Remedies.*** In the event an Event of Default shall have occurred and is continuing, the Beneficiary may declare all Indebtedness to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter, the Beneficiary may:

- (a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Mortgaged Property, or any part thereof, in its own name or in the name of the Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Mortgaged Property, or part thereof or interest therein, increase the income therefrom or protect the security hereof, and, with or without taking possession of the Mortgaged Property, sue for or otherwise collect the rents and issues thereof, including those rents and issues past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorney’s fees, upon any Indebtedness, all in such order as the Beneficiary may determine. The entering upon and taking possession of the Mortgaged Property, the collection of such rents and issues and the application thereof as aforesaid, shall not cure or waive any Event of Default or notice of Event of Default hereunder or invalidate any act done in response to such Default or pursuant to such notice of Default and notwithstanding the



continuance in possession of the Mortgaged Property or the collection, receipt and application of rents and issues, the Trustee or the Beneficiary shall be entitled to exercise every right provided for in any instrument securing or relating to the Indebtedness or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, specially enforce any of the covenants hereof, or cause the Trustee to foreclose this Deed of Trust by power of sale; and

(c) Exercise any or all of the remedies available to a secured party under the Uniform Commercial Code of North Carolina or under any other applicable laws.

(d) Notwithstanding any provision to the contrary in this Deed of Trust, no deficiency judgment may be rendered against the Grantor in any action to collect any of the Indebtedness secured by this Deed of Trust and the taxing power of the Grantor is not and may not be pledged directly or indirectly or contingently to secure any monies due or secured under this Deed of Trust.

Section 2.3. ***Foreclosure by Power of Sale.*** Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall notify the Trustee and shall deposit with the Trustee this Deed of Trust and such receipts and evidence of expenditures made and secured hereby as the Trustee may require.

Upon application of the Beneficiary, it shall be lawful for and the duty of the Trustee, and the Trustee is hereby authorized and empowered to expose to sale and to sell the Mortgaged Property at public auction for cash, after having first complied with all applicable requirements of North Carolina law with respect to the exercise of powers of sale contained in deeds of trust and upon such sale, the Trustee shall convey title to the purchaser in fee simple. After retaining from the proceeds of such sale just compensation for the Trustee's services and all expenses incurred by the Trustee, including a the Trustee's commission not exceeding 1% of the bid and reasonable attorneys' fees for legal services actually performed, the Trustee shall apply the residue of the proceeds first to the payment of all sums expended by the Beneficiary under the terms of this Deed of Trust; second, to the payment of the Indebtedness and interest thereon secured hereby; and the balance, if any, shall be paid to the Grantor. The Grantor agrees that in the event of sale hereunder, the Beneficiary shall have the right to bid thereat. The Trustee may require the successful bidder at any sale to deposit immediately with the Trustee cash or certified check in an amount not to exceed 25% of the bid, provided notice of such requirement is contained in the advertisement of the sale. The bid may be rejected if the deposit is not immediately made and thereupon the next highest bidder may be declared to be the purchaser. Such deposit shall be refunded in case a resale is had; otherwise, it shall be applied to the purchase price.

Section 2.4. ***Performance by the Beneficiary on Defaults by the Grantor.*** If the Grantor shall Default in the payment, performance or observance of any term, covenant or condition of this Deed of Trust, the Beneficiary may, at its option, pay, perform or observe the same, and all payments made or costs or expenses incurred by the Beneficiary in connection therewith, shall be secured hereby and shall be, without demand, immediately repaid by the Grantor to the Beneficiary with interest thereon at the rate provided in the Contract. The Beneficiary shall be the sole judge of the necessity for any such actions and of the amounts to be paid. The Beneficiary is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to the Grantor or any person in possession holding under the Grantor.

Section 2.5. ***Receiver.*** If an Event of Default shall have occurred and is continuing and such Event of Default as to Events of Default occurring under Subsections 2.1(b), (c) and (d) hereof continues uncured for a period of 30 days or more after written notice of such Event of Default is given by the Beneficiary to the Grantor, the Beneficiary, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right without notice and without regard to the adequacy or value of any security for the Indebtedness secured hereby or the solvency of any party bound for its payment, to the appointment of a receiver or receivers to take possession of and to operate the Mortgaged Property and to collect and apply the rents and issues thereof. The Grantor hereby irrevocably consents to such appointment, provided the Grantor receives notice of any application therefor. Any such receiver or receivers shall have all of the rights and powers permitted under the laws of the State and all the powers and duties of the Beneficiary in case of entry as provided in Section 2.2(a), and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgaged Property unless such receivership is sooner terminated. The Grantor will pay to the Beneficiary upon demand all reasonable expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions of this Section; and all such expenses shall be secured by this Deed of Trust.

Section 2.6. ***Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws.*** The Grantor agrees to the full extent permitted by law, that in case of a Default hereunder, neither the Grantor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension, homestead, exemption or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, or the absolute sale of the Mortgaged Property, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and the Grantor, for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof.

Section 2.7. ***Leases.*** The Beneficiary and the Trustee, or either of them, at their option and to the extent permitted by law, are authorized to foreclose this Deed of Trust and such right supercedes any rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by the Grantor, a defense to any proceedings instituted by the Beneficiary and the Trustee to collect the sums secured hereby.

Section 2.8. ***Discontinuance of Proceedings and Restoration of the Parties.*** In case the Beneficiary and the Trustee, or either of them, shall have proceeded to enforce any right, power or remedy under this Deed of Trust by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Beneficiary and the Trustee, or either of them, then and in every such case the Grantor and the Beneficiary and the Trustee, and each of them, shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Beneficiary and the Trustee, and each of them, shall continue as if no such proceeding had been taken.

Section 2.9. ***Remedies Not Exclusive.*** Subject to Article XIII of the Contract, the Trustee and the Beneficiary, and each of them, shall be entitled to enforce payment and performance of any Indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or any other agreement securing or relating to the Indebtedness secured hereby or any laws now or hereafter in force, notwithstanding some of the Indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to

the power of sale or other powers herein contained, shall prejudice or in any manner affect the Trustee's or the Beneficiary's right to realize upon or enforce any other security now or hereafter held by the Trustee or the Beneficiary, it being agreed that the Trustee and the Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by the Beneficiary or the Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to the Trustee or the Beneficiary is intended to be exclusive of any other remedy herein or by law provided or preclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any instrument securing or relating to the Indebtedness secured hereby to the Trustee or the Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by the Trustee or the Beneficiary and either of them may pursue inconsistent remedies.

Section 2.10. ***Waiver.*** No delay or omission of the Beneficiary or the Trustee to exercise any right, power or remedy accruing upon any Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Default, or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary and the Trustee, and each of them, may be exercised from time to time and as often as may be deemed expedient by the Beneficiary and the Trustee, and each of them. No consent or waiver, expressed or implied, by the Beneficiary to or of any breach or Default by the Grantor in the performance of the obligations thereof hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or Default in the performance of the same or any other obligations of the Grantor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its rights hereunder or impair any rights, powers or remedies consequent on any breach or Default by the Grantor.

Section 2.11. ***Suits to Protect the Mortgaged Property.*** The Beneficiary and the Trustee, and each of them, shall have the power (a) to institute and maintain such suits and proceedings as they may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or in violation of this Deed of Trust, with notice of commencement of such suits and proceedings to be given to the Grantor, (b) to preserve or protect their interest in the Mortgaged Property and in the rents and issues arising therefrom, and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of the Beneficiary.

Section 2.12. ***Beneficiary May File Proofs of Claim.*** In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Grantor, its creditors or its property, the Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings for the entire amount due and payable by the Grantor under this Deed of Trust at the date of the institution of such proceedings and for any additional amount which may become due and payable by the Grantor hereunder after such date.

### ARTICLE III

Section 3.1. ***Successors and Assigns.*** This Deed of Trust shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, legal representatives, successors and assigns. Whenever a reference is made in this Deed of Trust to the Grantor, the Trustee or the

Beneficiary such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of the Grantor, the Trustee or the Beneficiary, respectively.

Section 3.2. **Terminology.** All personal pronouns used in this Deed of Trust whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and Articles are for convenience only and neither limit nor amplify the provisions of this Deed of Trust itself, and all references herein to Articles, Sections or subsections thereof, shall refer to the corresponding Articles, Sections or subsections thereof, of this Deed of Trust unless specific reference is made to such Articles, Sections or subsections thereof of another document or instrument.

Section 3.3. **Severability.** If any provision of this Deed of Trust or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Deed of Trust and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 3.4. **Applicable Law and Jurisdiction.** This Deed of Trust shall be interpreted, construed and enforced according to the laws of the State. The exclusive forum and venue for all actions arising out of this Deed of Trust are with the North Carolina General Court of Justice in Halifax County, North Carolina or the U.S. District Court for the Western District of North Carolina.

Section 3.5. **Notices, Demands and Request.** All notices, demands or requests provided for or permitted to be given pursuant to this Deed of Trust must be in writing and shall be deemed to have been properly given or served by personal delivery or by depositing in the United States Mail, postpaid and registered or certified return receipt requested, and addressed to the addresses set forth in the first paragraph of this Deed of Trust. All notices, demands and requests shall be effective upon personal delivery or upon being deposited in the United States Mail. However, the time period in which a response to any notice, demand or request must be given, if any, shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request sent. By giving at least 30 days written notice thereof, the Grantor, the Trustee or the Beneficiary shall have the right from time to time and at any time during the term of this Deed of Trust to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

Section 3.6. **Appointment of Successor to the Trustee.** The Beneficiary shall at any time have the irrevocable right to remove the Trustee herein named without notice or cause and to appoint a successor thereto by an instrument in writing, duly acknowledged, in such form as to entitle such written instrument to be recorded in this State, and in the event of the death or resignation of the Trustee named herein, the Beneficiary shall have the right to appoint a successor thereto by such written instrument, and any the Trustee so appointed shall be vested with the title to the Mortgaged Property and shall possess all the powers, duties and obligations herein conferred on the Trustee in the same manner and to the same extent as though such were named herein as the Trustee.

Section 3.7. **Trustee's Powers.** At any time, or from time to time, without liability therefor and without notice, upon written request of the Beneficiary and presentation of this Deed of Trust, and without affecting the personal liability of any person for payment of the Indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of the Mortgaged Property, the Trustee may (1) reconvey any part of the Mortgaged Property, (2) consent in writing to the making of any map or plat

thereof, (3) join in granting any easement therein, or (4) join in any extension agreement or any agreement subordinating the lien or charge hereof.

Section 3.8. ***Beneficiary's Powers.*** Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Mortgaged Property not then or theretofore released as security for the full amount of all unpaid obligations, the Beneficiary may, from time to time and without notice (1) release any person so liable, (2) extend the maturity or alter any of the terms of any such obligation, (3) grant other indulgences, (4) cause to be released or reconveyed at any time at the Beneficiary's option, any parcel, portion or all of the Mortgaged Property, (5) take or release any other or additional security for any obligation herein mentioned, or (6) make compositions or other arrangements with debtor in relation thereto. The provisions of Section 45-45.1 of the General Statutes of North Carolina, as amended, or any similar statute hereafter enacted in replacement or in substitution thereof shall be inapplicable to this Deed of Trust.

Section 3.9. ***Acceptance by Trustee.*** The Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made of public record as provided by law.

Section 3.10. ***Miscellaneous.*** The covenants, terms and conditions herein contained shall bind, and the benefits and powers shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used herein, the singular number shall include the plural, the plural the singular, and the term "***Beneficiary***" shall include any payee of the indebtedness hereby secured and any transferee or assignee thereof, whether by operation of law or otherwise.

Section 3.11. ***Waiver of Rights.*** By execution of this Deed of Trust and to the extent permitted by law, the Grantor expressly: (1) acknowledges the right to accelerate the Indebtedness and the power of sale given herein to the Trustee to sell the Mortgaged Property by non-judicial foreclosure upon default by the Grantor and without any notice other than such notice (if any) as is specifically required to be given by law or under the provisions of this Deed of Trust; (2) waives any and all rights of the Grantor to appraisal, dower, curtesy and homestead rights to the extent permitted by applicable law; (3) acknowledges that the Grantor has read this Deed of Trust and any and all questions regarding the legal effect of this Deed of Trust and its provisions have been explained fully to the Grantor and the Grantor has consulted with counsel or its choice prior to executing this Deed of Trust; and (4) acknowledges that all waivers of the aforesaid rights of the Grantor have been made knowingly, intentionally and willingly by the Grantor as part of a bargained for transaction.


[SIGNATURE PAGE BEGINS ON THE FOLLOWING PAGE]

Notary Public

Print: Name: \_\_\_\_\_

*[Note: Notary Public must sign exactly as on notary seal]*

My Commission Expires: \_\_\_\_\_

 [NOTARY SEAL]      **(MUST BE FULLY LEGIBLE)**

**EXHIBIT A**

**REAL PROPERTY DESCRIPTION**

**EXHIBIT B**

**PERMITTED ENCUMBRANCES**

Items shown on Schedule B to the Loan Title Insurance Policy provided by \_\_\_\_\_  
pursuant to Commitment Number \_\_\_\_\_.





**AGENDA**  
**Halifax County Board of Commissioners**  
**Regular Meeting**

**TO:** Halifax County Board of Commissioners

**FROM:** Andrea H. Wiggins, Clerk to the Board/Assistant to the County Manager

**PRESENTER:** Andrea H. Wiggins, Clerk to the Board/Assistant to the County Manager

**SUBJECT:** Board of Commissioners Recording Software Upgrade and Laptop Computer

**DATE:** March 9, 2020 Regular Meeting

---

**SUPPORTING INFORMATION:**

Approximately 12 years ago, the County purchased a recording software from Analog Digital Solutions, Inc., to digitally record the Board of Commissioners Meetings. For the Record recording software was installed on the desktop computer in the Commissioners Meeting Room and on the laptop computer that is used for offsite meetings.

The ITS Department is upgrading all computers to Windows 10; however, the current recording software is not compatible with Windows 10 and will need to be upgraded. Attached, please find a quote from Analog Digital Solutions, Inc., for the For The Record Gold 6.5 upgrade to be installed on two computers in the amount of \$8,549.30. Per ITS, the desktop computer should upgrade to Windows 10; however, the laptop will not upgrade since Windows XP has no upgrade option at this time. Attached, please find a quote for a laptop computer in the amount of \$2,254.83.

Once Windows 10 is installed by ITS, Analog Digital Solutions, Inc. will be able to install the recording software and provide service and technical support.

**ATTACHMENTS:**

Description

- ▢ Board of Commissioners Recording Software Upgrade and Laptop Computer

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**TOTAL COST:**\$10,804.13

**COUNTY COST:**\$10,804.13

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**REQUEST:** It is requested that the Board approve the purchase of the For The Record recording software for two computers in the amount of \$8,549.30 and a laptop computer in the amount of \$2,254.83 for a total amount of \$10,804.13 from the contingency fund as this is an unexpected expense and the necessary funding is not in the Governing Body Budget.



Analog Digital Solutions, Inc.

849 Bluffcreek Drive  
Fuquay Varina, NC 27526  
www.analogdigital.com  
1-855-849-8550

# Invoice

Date	Invoice #
2/14/2020	7747

<b>Bill To</b>
County of Halifax COUNTY MANAGERS OFFICE PO Box 38 Halifax, North Carolina 27839

<b>Ship To</b>
County of Halifax Co Mgr Historic Courthouse PO Box 38 10 North King st. Halifax, NC 27839

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt	JHM	2/14/2020	Del		
Quantity	Item Code	Description			Price Each	Amount
2	PSP00299GR600E	FTR Gold 6.5 Upgrade			4,995.00	9,990.00T
	Discount	Existing customer/clerk discount			-2,000.00	-2,000.00
		7% Sales Tax			7.00%	559.30
Thank you for giving ADS, Inc. the opportunity to serve you!					Total	\$8,549.30



## A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

**Quote No.** 3000056268585.1  
**Total** \$2,254.83  
Customer # 12355016  
Quoted On Feb. 25, 2020  
Expires by Mar. 26, 2020

**Sales Rep** Mindy Turner  
**Phone** (800) 456-3355, 7250455  
**Email** Mindy\_T@Dell.com  
**Billing To** ACCOUNTS PAYABLE  
COUNTY OF HALIFAX  
S KING ST  
HALIFAX, NC 27839-0038

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,  
Mindy Turner

### Shipping Group

Shipping To	Shipping Method
FREDERICK BUNCH COUNTY OF HALIFAX 10 NORTH KING ST HISTORIC COURTHOUSE HALIFAX, NC 27839 (252) 583-3771	Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell Latitude 5501	\$2,014.58	1	\$2,014.58
Dell USB Slim DVD±RW drive - DW316	\$42.89	1	\$42.89
Dell Pro Briefcase 15 (PO1520C)	\$42.89	1	\$42.89

---

<b>Subtotal:</b>	<b>\$2,100.36</b>
<b>Shipping:</b>	<b>\$6.99</b>
<b>Estimated Tax:</b>	<b>\$147.48</b>

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<b>Total:</b>	<b>\$2,254.83</b>
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Special lease pricing may be available for qualified customers and offers. Please contact your DFS Sales Representative for details.



**AGENDA**  
**Halifax County Board of Commissioners**  
**Regular Meeting**

**TO:** Halifax County Board of Commissioners

**FROM:** Andrea H. Wiggins, MMC, NCCCC, Clerk to the Board/Assistant to the County Manager

**PRESENTER:** County Commissioners

**SUBJECT:** Board Appointments

**DATE:** March 9, 2020 Regular Meeting

---

**SUPPORTING INFORMATION:**

Attached, please find the Board Appointments.

**ATTACHMENTS:**

Description

- ▢ Board Appointments Requiring Action
- ▢ Board Vacancies Without Recommendations
- ▢ April 2020 Board Appointments

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**TOTAL COST:**

**COUNTY COST:**

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**REQUEST:** Approve the Board Appointments that require action.



# **BOARD APPOINTMENTS**

- A. Amphitheater Advisory Board
- B. Choanoke Public Transportation Authority
- C. Parks and Recreation Advisory Board
- D. Solid Waste Advisory Board
- E. Board Vacancies Without Recommendations
- F. April 2020 Board Appointments

# **MEMORANDUM**

**TO: HALIFAX COUNTY COMMISSIONERS**

**FROM: ANDREA H. WIGGINS, CLERK TO THE BOARD**

**SUBJECT: AMPHITHEATER ADVISORY BOARD**

According to our records, the Halifax County Joseph Montfort Amphitheater Advisory Board has three members that are appointed by the Board of Commissioners with terms that will expire on March 31, 2020

**William Cox, Jeff Dickens, Judy Evans-Barbee, and Curtis Strickland**

The following action is requested, if the Board so chooses:

- Receive nominations to reappoint William Cox, Jeff Dickens and Judy Evans-Barbee
- Receive nominations to appoint a replacement for Curtis Strickland

## Amphitheater Advisory Board

9	<b>Christopher Mayo (Vacant)</b> <i>Halifax</i>	Member <i>White Male</i>	8/1/2016 through 3/31/2018 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
8	<b>William Cox</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	4/1/2017 through 3/31/2020 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
2	<b>Jeff Dickens</b> <i>Littleton</i>	Member <i>White Male</i>	4/1/2017 through 3/31/2020 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
1	<b>Judy Evans-Barbee</b> <i>Roanoke Rapids</i>	Member <i>White Female</i>	4/1/2017 through 3/31/2020 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
10	<b>Curtis Strickland</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	4/1/2017 through 3/31/2020 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
3	<b>Frances King</b> <i>Halifax</i>	Member <i>White Female</i>	4/1/2018 through 3/31/2021 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
4	<b>J. Rives Manning, Jr.</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	4/1/2018 through 3/31/2021 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
11	<b>W. Turner Stephenson III</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	4/1/2018 through 3/31/2021 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
6	<b>George Daniel</b> <i>Scotland Neck</i>	Member <i>White Male</i>	4/1/2019 through 3/31/2022 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
5	<b>Lori Medlin</b> <i>Roanoke Rapids</i>	Member <i>White Female</i>	4/1/2019 through 3/31/2022 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
7	<b>Richard Woodruff</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	4/1/2019 through 3/31/2022 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>



# **MEMORANDUM**

**TO: HALIFAX COUNTY COMMISSIONERS**

**FROM: ANDREA H. WIGGINS, CLERK TO THE BOARD**

**SUBJECT: CHOANOKE PUBLIC TRANSPORTATION AUTHORITY**

According to our records, the Choanoke Public Transportation Authority has two members that are appointed by the Board of Commissioners with terms that will expire on March 31, 2020:

**Allen Purser and Patricia Whalen**

The following action is requested, if the Board so chooses:

- Receive nominations to reappoint Allen Purser and Patricia Whalen

## Choanoke Public Transportation Authority

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2	<b>Allen Purser</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	11/4/2019 through 3/31/2020 <i>Term Number: 0</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
1	<b>Patricia Whalen</b> <i>Roanoke Rapids</i>	Member <i>White Female</i>	4/1/2018 through 3/31/2020 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
3	<b>Chris Rountree</b> <i>Halifax</i>	Member <i>White Male</i>	4/1/2019 through 3/31/2021 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>

# **MEMORANDUM**

**TO: HALIFAX COUNTY COMMISSIONERS**

**FROM: ANDREA H. WIGGINS, CLERK TO THE BOARD**

**SUBJECT: PARKS AND RECREATION ADVISORY BOARD**

According to our records, the Parks and Recreation Advisory Board has one member that is appointed by the Board of Commissioners that has resigned:

**Bettie Moore**

The following action is requested, if the Board so chooses:

- Receive nominations to appoint Wade-Louis McMillian to fill the unexpired term of Bettie Moore



## Parks and Recreation Advisory Board

5	<b>Audrey Hardy</b> <i>Roanoke Rapids</i>	Member <i>Black Female</i>	10/1/2017 through 9/30/2020 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
10	<b>Lavern Harris</b> <i>Weldon</i>	Member <i>Black Female</i>	10/1/2017 through 9/30/2020 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
4	<b>Bettie Moore</b> <i>Halifax</i>	Member <i>Black Female</i>	10/1/2017 through 9/30/2020 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
1	<b>Regina Reaves</b> <i>Roanoke Rapids</i>	Member <i>White Female</i>	10/1/2017 through 9/30/2020 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
9	<b>Willis Richardson</b> <i>Enfield</i>	Member <i>Black Male</i>	11/6/2017 through 9/30/2020 <i>Term Number: 0</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
3	<b>Hattie Staton</b> <i>Scotland Neck</i>	Member <i>Black Female</i>	12/3/2018 through 9/30/2021 <i>Term Number: 0</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
7	<b>Kayla Taylor</b> <i>Weldon</i>	Member <i>Black Female</i>	1/6/2020 through 9/30/2021 <i>Term Number: 0</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
2	<b>Paul Walden</b> <i>Halifax</i>	Member <i>Black Male</i>	10/1/2018 through 9/30/2021 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
6	<b>Delores Amason</b> <i>Halifax</i>	Member <i>Black Female</i>	10/1/2019 through 9/30/2022 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
8	<b>Jennifer Fields</b> <i>Hobgood</i>	Member <i>Black Female</i>	10/1/2019 through 9/30/2022 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>



State of North Carolina  
County of Halifax

HISTORIC COURTHOUSE ~ PO BOX 38 ~ KING STREET ~ HALIFAX, NC 27839  
252-583-1131 ~ FAX: 252-583-9921



Date Received 2/13/20

APPLICATION FOR: AUTHORITIES, BOARDS, COMMISSIONS, and COMMITTEES

Note: All information on this document will be released to the public on request.

Name: Wade-Louis D. McMillan Nickname: \_\_\_\_\_

ETHNIC BACKGROUND: African American ☒ Caucasian \_\_\_\_\_ Hispanic \_\_\_\_\_ Native American \_\_\_\_\_ Other \_\_\_\_\_

SEX: (M) ☒ (F) \_\_\_\_\_ AGE: Under 18 \_\_\_\_\_ 18-30 \_\_\_\_\_ 31-50 ☒ 50-65 \_\_\_\_\_ Over 65 \_\_\_\_\_

Home Phone Number: 252-532-4539 Home Fax Number: \_\_\_\_\_

Email Address: wdmcmill@gmail.com

Home Address: 766 Manley Drive Halifax NC 27839  
street city state zip

Mailing Address: PO Box 422 Weldon NC 27890

Are you a full-time resident of Halifax County? Yes ☒ No \_\_\_\_\_ Township: RR, Weldon, Halifax, Tillery

Do you live within any corporate or town limits? Yes ☒ No \_\_\_\_\_ Which: Tillery

Employer: Reaching All Minds Academy

Business Address: 2703 Holloway Street Durham NC 27703  
street city state zip

Business Phone Number: 919-596-1899 Business Fax: \_\_\_\_\_

Name of Authority/Board/Commission/Committee you are interested in:

Halifax County Parks and Recreation Advisory Board

If Applicable - Specific category applying for: (e.g. Nurse, Attorney, At-Large, etc.)

N/A

Qualification for specific category: I am a Registered Nurse in the state of North Carolina. I am currently volunteering in the community through various organizations such as Evangelistic Church of Deliverance and the non profit, Youth Talk which I am currently the Founder and Chief Executive Officer.

Name of any Halifax County Board/Commission/Committee on which you presently serve:

N/A

If reapplying for a position you presently hold, how long have you served? \_\_\_\_\_



Based on your qualifications and experiences, briefly describe why your services on this Authority/ Board/Commission/Committee would be beneficial to the County:

Being a native has increased my cultural awarness of Halifax County, which includes  
the behaviors of the residents as well as the needs. My education and work  
experiences as a Registered Nurse, and a Masters in Buiness Administration- Health Care  
Management has equipped me with the skills to work as a team to reach organizational goals.

Is your property tax listing current? Yes X No \_\_\_\_\_

Are your Halifax County property and motor vehicle taxes paid in full on a current basis? Yes X No \_\_\_\_\_

Do you have any delinquent Halifax County taxes? Yes \_\_\_\_\_ No X \_\_\_\_\_

Other information you consider pertinent: (i.e., education, occupational background, civic memberships, related work experiences, etc.):

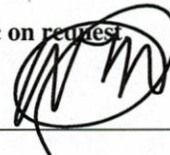
I am curently enrolled as a Doctoral student seeking my PhD in Public Health.  
In my studies, I am gaining experiences with engaging, empowering, anc  
building communities, particularly underserved communities such as Halifax County.  
I understand that Halifax County suffers from Obesity,  
and I would love to be part of the solution. I have relationships with various  
non profits and faith based organizations, whose voices should be at the table.

(If necessary, you may add additional pages - Check here if additional pages are added: \_\_\_\_\_)

**Note:** All information on this document will be released to the public on request

Date: January 30, 2020

Applicant's Signature: \_\_\_\_\_



Return application to:

Clerk to the Board of County Commissioners  
Halifax County Manager's Office  
Post Office Box 38  
Halifax, NC 27839

Fax: (252) 583-9921

# **MEMORANDUM**

**TO: HALIFAX COUNTY COMMISSIONERS**

**FROM: ANDREA H. WIGGINS, CLERK TO THE BOARD**

**SUBJECT: SOLID WASTE ADVISORY BOARD**

According to our records, the Solid Waste Advisory Board has nine members that are appointed by the Board of Commissioners with terms that expired on January 31, 2020:

**Danny Acree, Jeffrey Elks, Gregory Griffin, James Gunnells, Al Haskins, Ann Jackson, John Smith, Robert Sykes, Jr., and Betty Willis**

The following action is requested, if the Board so chooses:

- Receive nominations to reappoint Gregory Griffin, James Gunnells, Ann Jackson, and Robert Sykes, Jr.
- Receive nominations to waive the term limits and reappoint Al Haskins, John Smith, and Betty Willis
- Receive nominations to appoint Lindbergh Harlow to fill the expired term of Jeffrey Elks
- Receive nominations to appoint a replacement for Danny Acree



## Solid Waste Advisory Board

5	<b>Bill</b> <i>Enfield</i>	<b>Dickens (vacant)</b>	Enfield <i>White Male</i>	2/1/2011 through 1/31/2014 <i>Term Number: 4</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
11	<b>John</b> <i>Halifax</i>	<b>Lovett (Vacant)</b>	Member <i>White Male</i>	2/1/2011 through 1/31/2014 <i>Term Number: 3</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
2	<b>Danny</b> <i>Roanoke Rapids</i>	<b>Acree</b>	Roanoke Rapids <i>White Male</i>	2/1/2017 through 1/31/2020 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
6	<b>Jeffrey</b> <i>Weldon</i>	<b>Elks</b>	Weldon <i>White Male</i>	2/1/2017 through 1/31/2020 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
8	<b>Gregory</b> <i>Enfield</i>	<b>Griffin</b>	Ex-Officio <i>White Male</i>	2/1/2017 through 1/31/2020 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
3	<b>James</b> <i>Scotland Neck</i>	<b>Gunnells</b>	Scotland Neck <i>White Male</i>	2/1/2017 through 1/31/2020 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
7	<b>Al</b> <i>Littleton</i>	<b>Haskins</b>	At-Large Member <i>White Male</i>	2/1/2017 through 1/31/2020 <i>Term Number: 4</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
1	<b>Ann</b> <i>Littleton</i>	<b>Jackson</b>	At-Large Member <i>White Female</i>	2/1/2017 through 1/31/2020 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
9	<b>John</b> <i>Scotland Neck</i>	<b>Smith</b>	At-Large Member <i>Black Male</i>	2/1/2017 through 1/31/2020 <i>Term Number: 7</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
4	<b>Robert</b> <i>Hobgood</i>	<b>Sykes, Jr.</b>	Hobgood <i>White Male</i>	2/1/2017 through 1/31/2020 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
10	<b>Betty</b> <i>Littleton</i>	<b>Willis</b>	Littleton <i>White Female</i>	2/1/2017 through 1/31/2020 <i>Term Number: 5</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>





## Halifax County Public Utilities

Water, Sewer & Solid Waste

26 NORTH KING STREET

P.O. BOX 70

HALIFAX, NC 27839

PHONE: 252-583-1451 FAX: 252-593-5014

GREG GRIFFIN  
DIRECTOR

February 25, 2020

Ms. Andrea Wiggins  
Clerk to the Board of County Commissioners  
Halifax County Manager's Office  
Post Office Box 38  
Halifax, NC 27839

Dear Ms. Wiggins,

It has come to our attention that Mr. Jeff Elks is no longer employed with the Town of Weldon. I would like to recommend that Mr. Lindbergh Harlow be appointed to serve in Mr. Jeff Elks' position on the Solid Waste Advisory Board. Mr. Harlow's application is enclosed for consideration.

If you need any additional information from our office, please let me know.

Sincerely,

Mr. Greg Griffin

Enclosure



State of North Carolina  
County of Halifax

HISTORIC COURTHOUSE - PO BOX 38 - KING STREET - HALIFAX, NC 27839  
252-583-1131 - FAX: 252-583-9921



Date Received 2/25/20

APPLICATION FOR: AUTHORITIES, BOARDS, COMMISSIONS, and COMMITTEES

Note: All information on this document will be released to the public on request.

Name: Lindbergh Harlow Nickname: —

ETHNIC BACKGROUND: African American ☐ Caucasian ☒ Hispanic ☐ Native American ☐ Other ☐

SEX: (M) ☒ (F) ☐ AGE: Under 18 ☐ 18-30 ☐ 31-50 ☐ 50-65 ☒ Over 65 ☐

Home Phone Number: 252.536.4595 Home Fax Number: N/A

Email Address: —

Home Address: 110 Wilson St. Weldon NC 27890  
street city state zip

Mailing Address: 110 Wilson St Weldon NC 27890

Are you a full-time resident of Halifax County? Yes ☒ No ☐ Township: Weldon

Do you live within any corporate or town limits? Yes ☐ No ☒ Which: —

Employer: Town of Weldon

Business Address: 109 Washington Ave Weldon NC 27890  
street city state zip

Business Phone Number: 252.536.4836 Business Fax: 252.536.4104

Name of Authority/Board/Commission/Committee you are interested in:

Solid Waste Advisory Board

If Applicable - Specific category applying for: (e.g. Nurse, Attorney, At-Large, etc.)

Weldon

Qualification for specific category: Streets Dept. Supervisor

Name of any Halifax County Board/Commission/Committee on which you presently serve:

N/A NONE

If reapplying for a position you presently hold, how long have you served? N/A



Based on your qualifications and experiences, briefly describe why your services on this Authority/ Board/Commission/Committee would be beneficial to the County:

To represent the Town of Weldon  
\_\_\_\_\_  
\_\_\_\_\_

Is your property tax listing current? Yes X No \_\_\_\_\_

Are your Halifax County property and motor vehicle taxes paid in full on a current basis? Yes X No \_\_\_\_\_

Do you have any delinquent Halifax County taxes? Yes X No \_\_\_\_\_

Other information you consider pertinent: (i.e., education, occupational background, civic memberships, related work experiences, etc.):

DOT DOH Retired  
Fire Fighter Retired (still volunteer)  
Local Government Retired (asked back to work)  
\_\_\_\_\_  
\_\_\_\_\_

(If necessary, you may add additional pages - Check here if additional pages are added: \_\_\_\_\_)

**Note:** All information on this document will be released to the public on request.

Date: 01.25.2020

Applicant's Signature: Lindbergh Harbor

Return application to:

Clerk to the Board of County Commissioners  
Halifax County Manager's Office  
Post Office Box 38  
Halifax, NC 27839

Fax: (252) 583-9921



Roanoke Rapids Parks & Recreation  
400 E. 6<sup>th</sup> Street  
Roanoke Rapids, NC 27870

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2-20-2020

To whom it may concern,

I would like to thank you all for the opportunity to serve on the Solid Waste Advisory board. Due to my change of department and duties, I am giving my notice of resignation for this position.

If someone would like to reach out to Larry Chalker, Director of Public Works, he may be able to recommend someone to take my place.

Thank you again.

Sincerely,

A handwritten signature in black ink that reads "Danny Acree". The signature is written in a cursive, flowing style.

Danny Acree

# MEMORANDUM

**TO: HALIFAX COUNTY COMMISSIONERS**

**FROM: ANDREA H. WIGGINS, CLERK TO THE BOARD**

**SUBJECT: BOARD VACANCIES WITHOUT RECOMMENDATIONS**

**For Information Only – No Action Required**

No action is necessary at this time unless a member of the Board has a recommendation for an appointment.

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According to our records, the **Adult Care Home Advisory Committee** has one position that is appointed by the Board of Commissioners that is vacant:

Fred Brown

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According to our records, the **Community Child Protection Team** has two positions that are appointed by the Board of Commissioners that are vacant:

Susan Horrell and Lakeshia Jones

-----

According to our records, the **Five County Community Operations Center Oversight Board** has one position that is appointed by the Board of Commissioners that is vacant:

Dean Smith

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According to our records, the **Halifax County Board of Adjustment** has one position that is appointed by the Board of Commissioners that is vacant:

Thomas Myrick, Jr.

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According to our records, the **Halifax County Council on Aging** has one position that is appointed by the Board of Commissioners that is vacant:

Jennifer Cooper

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Continued



According to our records, the **Halifax County Human Relations Commission** has two positions that are appointed by the Board of Commissioners that are vacant:

George Branch, Jr. and Doris Richardson  
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According to our records, the **Halifax County Joseph Montfort Amphitheater Advisory Board** has one position that is appointed by the Board of Commissioners that is vacant:

Christopher Mayo  
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According to our records, the **Halifax-Northampton Regional Airport Authority** has four positions that may be appointed by the Board of Commissioners that are vacant:

Alternates  
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According to our records, the **Health Board** has one position that is appointed by the Board of Commissioners that is vacant:

Delisha Moore

According to our records, the **Industrial Facilities and Pollution Control Financing Authority** has one position that is appointed by the Board of Commissioners that is vacant:

Rick Gilstrap  
-----

According to our records, the **Juvenile Crime Prevention Council** has nine positions that are appointed by the Board of Commissioners that are vacant:

Diane Pridgen, Fred Draper, Ronna Graham, Linda Vaughan, Janyah Alston, Niasia Anthony,  
Doris Mack, Bettina Flood, Levi Scott, and Clarette Glenn  
-----

According to our records, the **Nursing Home Community Advisory Committee** has three positions that are appointed by the Board of Commissioners that are vacant:

Delores McGriff, Nannie Lynch, and Hattie Squire  
-----

According to our records, the **Roanoke Chowan Regional Housing Authority** has one position that is appointed by the Board of Commissioners that is vacant:

Vernon Bryant  
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Continued

According to our records, the **Roanoke Rapids Board of Adjustment** has one position that is appointed by the Board of Commissioners that is vacant:

Tillman Long  
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According to our records, the **Roanoke Rapids Planning Board** has two positions that are appointed by the Board of Commissioners that are vacant:

Tillman Long and Robert Moore, Jr.  
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According to our records, the **Solid Waste Advisory Board** has two positions that are appointed by the Board of Commissioners that are vacant:

Bill Dickens and John Lovett  
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According to our records, the **Tourism Authority** has one position that is appointed by the Board of Commissioners that is vacant:

Kathy White  
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According to our records, the **Upper Coastal Plain Board of Directors** has one position that is appointed by the Board of Commissioners that is vacant:

Norlan Graves  
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## Adult Care Home Advisory Committee

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3	<b>Fred Brown (Vacant)</b> <i>Roanoke Rapids</i>	Member <i>Black Male</i>	7/1/2016 through 6/30/2019 <i>Term Number: 6</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
1	<b>Hattie Staton</b> <i>Scotland Neck</i>	Member <i>Black Female</i>	7/1/2017 through 6/30/2020 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
5	<b>Prudence Boseman</b> <i>Littleton</i>	Member <i>White Female</i>	7/1/2018 through 6/30/2021 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
4	<b>Ozie Ruffin</b> <i>Weldon</i>	Member <i>Black Female</i>	7/1/2018 through 6/30/2021 <i>Term Number: 6</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
2	<b>Alberta Greene</b> <i>Weldon</i>	Member <i>Black Female</i>	7/1/2019 through 6/30/2022 <i>Term Number: 7</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>



## Community Child Protection Team (CCPT)

5	<b>Susan</b> <i>Halifax</i>	<b>Horrell (Vacant)</b>	Member <i>White Female</i>	4/1/2015 through 3/31/2018 <i>Term Number: 5</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
8	<b>Lakeshia</b> <i>Roanoke Rapids</i>	<b>Jones (Vacant)</b>	Parent of Deceased Child <i>Female</i>	9/8/2015 through 3/31/2018 <i>Term Number: 0</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
4	<b>Magda</b> <i>Roanoke Rapids</i>	<b>Baligh</b>	Member <i>White Female</i>	4/1/2018 through 3/31/2021 <i>Term Number: 6</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
1	<b>Florine</b> <i>Roanoke Rapids</i>	<b>Bell</b>	Citizen <i>Black Female</i>	4/1/2018 through 3/31/2021 <i>Term Number: 4</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
7	<b>Kevin</b> <i>Roanoke Rapids</i>	<b>Kupietz</b>	Firefighter <i>White Male</i>	4/1/2018 through 3/31/2021 <i>Term Number: 3</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
6	<b>Bobby</b> <i>Roanoke Rapids</i>	<b>Martin</b>	Law Enforcement <i>White Male</i>	4/1/2018 through 3/31/2021 <i>Term Number: 5</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
2	<b>Shannon</b> <i>Littleton</i>	<b>McAllister</b>	Member <i>White Female</i>	4/1/2018 through 3/31/2021 <i>Term Number: 4</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
3	<b>Michael</b> <i>Halifax</i>	<b>Pittman</b>	Member <i>Black Male</i>	4/1/2018 through 3/31/2021 <i>Term Number: 6</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>

## Five County Community Oper. Center Oversight Board

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1	<b>Dean Smith (vacant)</b> <i>Roanoke Rapids</i>	Consumer/Family Member of Co <i>White Male</i>	7/1/2012 through 6/30/2015 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
3	<b>Marcelle Smith</b> <i>Scotland Neck</i>	County Commissioner <i>Black Male</i>	7/1/2015 through 6/30/2018 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
2	<b>Regina Dickens</b> <i>Littleton</i>	Community Stakeholder/Citizen <i>White Female</i>	7/1/2016 through 6/30/2019 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>

## Halifax County Board of Adjustment

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2	<b>Thomas</b> <i>Littleton</i>	<b>Myrick, Jr. (Vacant)</b>	Alternate <i>White Male</i>	6/2/2014 through 2/28/2017 <i>Term Number: 0</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
5	<b>Jeffrey</b> <i>Roanoke Rapids</i>	<b>Faison</b>	Alternate <i>White Male</i>	3/1/2017 through 2/20/2020 <i>Term Number: 1</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
1	<b>Lee</b> <i>Roanoke Rapids</i>	<b>Bone</b>	Member <i>White Male</i>	3/1/2017 through 2/28/2020 <i>Term Number: 6</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? No</i>
4	<b>Jason</b> <i>Littleton</i>	<b>Myrick</b>	Member <i>White Male</i>	2/4/2019 through 2/28/2020 <i>Term Number: 0</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
3	<b>James</b> <i>Enfield</i>	<b>Whitaker</b>	Member <i>Black Male</i>	2/5/2018 through 2/28/2020 <i>Term Number: 0</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
7	<b>James</b> <i>Roanoke Rapids</i>	<b>Burroughs, Jr.</b>	Member <i>Black Male</i>	3/1/2018 through 2/28/2021 <i>Term Number: 2</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
8	<b>Levi</b> <i>Enfield</i>	<b>Scott</b>	Alternate <i>Black Male</i>	3/1/2018 through 2/28/2021 <i>Term Number: 1</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
6	<b>John</b> <i>Scotland Neck</i>	<b>Smith</b>	Member <i>Black Male</i>	7/1/2017 through 6/30/2021 <i>Term Number: 1</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>



## Halifax County Council on Aging

12	<b>Carolyn Johnson</b> <i>Littleton</i>	County Commissioner <i>Black Female</i>	through Term Number:	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
10	<b>Jennifer Cooper (Vacant)</b> <i>Enfield</i>	Member <i>Other Female</i>	7/1/2016 through 6/30/2019 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
5	<b>Brenda Ausby</b> <i>Roanoke Rapids</i>	Member <i>Black Female</i>	7/1/2017 through 6/30/2020 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
2	<b>Helen Bush</b> <i>Roanoke Rapids</i>	Member <i>White Female</i>	7/1/2017 through 6/30/2020 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
16	<b>James Walden</b> <i>Halifax</i>	Member <i>Black Male</i>	7/1/2017 through 6/30/2020 Term Number: 5	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
9	<b>Gail Walker</b> <i>Roanoke Rapids</i>	Member <i>White Female</i>	7/1/2017 through 6/30/2020 Term Number: 8	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
11	<b>Greg Browning</b> <i>Roanoke Rapids</i>	Member <i>Black Male</i>	7/1/2018 through 6/30/2021 Term Number: 4	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
13	<b>Undine Garner</b> <i>Roanoke Rapids</i>	Member <i>White Female</i>	7/1/2018 through 6/30/2021 Term Number: 6	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
14	<b>Marion Lewis</b> <i>Littleton</i>	Member <i>Black Female</i>	7/1/2018 through 6/30/2021 Term Number: 7	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
3	<b>Ernestine Ware</b> <i>Scotland Neck</i>	Member <i>Black Female</i>	7/1/2018 through 6/30/2021 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
15	<b>Belinda Belfield</b> <i>Halifax</i>	Member <i>Black Female</i>	7/1/2019 through 6/30/2022 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
4	<b>Katherine Lee</b> <i>Halifax</i>	Member <i>Black Female</i>	7/1/2019 through 6/30/2022 Term Number: 9	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
7	<b>Tillman Long</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	7/1/2019 through 6/30/2022 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
1	<b>William Mueller</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	7/1/2019 through 6/30/2022 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
8	<b>Sandra Rosser</b> <i>Roanoke Rapids</i>	Member <i>Black Female</i>	7/1/2019 through 6/30/2022 Term Number: 4	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
6	<b>Gladys Walden</b> <i>Halifax</i>	Member <i>Black Female</i>	7/1/2019 through 6/30/2022 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>

## Halifax County Human Relations Commission

1	<b>George Branch, Jr. (Vacant)</b> <i>Roanoke Rapids</i>	Member <i>Black Male</i>	11/1/2010 through 10/31/2013 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
9	<b>Doris Richardson (vacant)</b> <i>Hollister</i>	Member <i>Indian Female</i>	11/1/2012 through 10/31/2015 <i>Term Number: 4</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
6	<b>Robert Bigham</b> <i>Tillery</i>	Member <i>White Male</i>	11/1/2015 through 10/31/2018 <i>Term Number: 3</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
5	<b>Sandra Bryant</b> <i>Roanoke Rapids</i>	Member <i>Black Female</i>	11/1/2016 through 10/31/2019 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
2	<b>Sheldon Deaton</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	11/1/2016 through 10/31/2019 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
3	<b>Susie Hodges</b> <i>Littleton</i>	Member <i>Black Female</i>	11/1/2016 through 10/31/2019 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
4	<b>J. Rives Manning</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	11/1/2016 through 10/31/2019 <i>Term Number: 4</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
8	<b>Terry Buffaloe</b> <i>Roanoke Rapids</i>	Member <i>Black Male</i>	11/1/2017 through 10/31/2020 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
7	<b>Michael Felt</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	11/1/2017 through 10/31/2020 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>



## Amphitheater Advisory Board

9	<b>Christopher Mayo (Vacant)</b> <i>Halifax</i>	Member <i>White Male</i>	8/1/2016 through 3/31/2018 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
6	<b>George Daniel</b> <i>Scotland Neck</i>	Member <i>White Male</i>	7/10/2017 through 3/31/2019 <i>Term Number: 0</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
5	<b>Lori Medlin</b> <i>Roanoke Rapids</i>	Member <i>White Female</i>	4/1/2016 through 3/31/2019 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
7	<b>Richard Woodruff</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	4/1/2016 through 3/31/2019 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
8	<b>William Cox</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	4/1/2017 through 3/31/2020 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
2	<b>Jeff Dickens</b> <i>Littleton</i>	Member <i>White Male</i>	4/1/2017 through 3/31/2020 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
1	<b>Judy Evans-Barbee</b> <i>Roanoke Rapids</i>	Member <i>White Female</i>	4/1/2017 through 3/31/2020 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
10	<b>Curtis Strickland</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	4/1/2017 through 3/31/2020 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
3	<b>Frances King</b> <i>Halifax</i>	Member <i>White Female</i>	4/1/2018 through 3/31/2021 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
4	<b>J. Rives Manning, Jr.</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	4/1/2018 through 3/31/2021 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
11	<b>W. Turner Stephenson III</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	4/1/2018 through 3/31/2021 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>

## Airport Authority

15	Vacant		Alternate Member		through Term Number:	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
14	Vacant		Alternate Member		through Term Number:	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
13	Vacant		Alternate Member		through Term Number:	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
12	Vacant		Alternate Member		through Term Number:	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
3	Ian Halifax	Bumgarner	Ex-Officio White Male		through Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
2	Mary Halifax	Duncan	Ex-Officio White Female		through Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
4	Nicole Rich Square	Boone	Black Female	3/18/2019	through 1/31/2020 Term Number: 0	Appointed by: Northampton County Commissioners Eligible for reappointment? <b>Yes</b>
1	Chris Roanoke Rapids	Canady	Member White Male	2/1/2017	through 1/31/2020 Term Number: 1	Appointed by: Roanoke Rapids City Council Eligible for reappointment? <b>Yes</b>
10	Robert Roanoke Rapids	Clark	Member Black Male	2/1/2017	through 1/31/2020 Term Number: 4	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
5	Andrew Rocky Mount	Roy	Member White Male	2/1/2017	through 1/31/2020 Term Number: 2	Appointed by: Halifax-Northampton Airport Authority Eligible for reappointment? <b>Yes</b>
9	Joyce Margarettsville	Buffaloe	Member Black Female	3/18/2019	through 1/31/2021 Term Number: 0	Appointed by: Northampton County Commissioners Eligible for reappointment? <b>Yes</b>
8	Calvin Roanoke Rapids	Potter	Secretary White Male	2/1/2018	through 1/31/2021 Term Number: 9	Appointed by: Roanoke Rapids City Council Eligible for reappointment? <b>No</b>
11	Vernon J. Roanoke Rapids	Bryant	Member Black Male	2/1/2019	through 1/31/2022 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
7	Ralph Roanoke Rapids	Johnson, Jr.	Member White Male	10/7/2019	through 1/31/2022 Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
6	Julia Weldon	Meacham	Member White Female	2/1/2019	through 1/31/2022 Term Number: 6	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>



## Health Board

7	<b>Delisha Moore (vacant)</b> <i>Roanoke Rapids</i>	Optometrist <i>White Female</i>	1/1/2017 through 12/31/2019 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
11	<b>Justin Blackmon</b> <i>Roanoke Rapids</i>	Engineer Position <i>White Male</i>	1/1/2019 through 12/31/2021 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
1	<b>Donald Crowder</b> <i>Roanoke Rapids</i>	At-Large Member <i>White Male</i>	1/1/2019 through 12/31/2021 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
3	<b>Eloise P. Hardee</b> <i>Roanoke Rapids</i>	Registered Nurse <i>White Female</i>	1/1/2019 through 12/31/2021 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
10	<b>Belinda Hill</b> <i>Roanoke Rapids</i>	At-Large Member <i>Black Female</i>	1/1/2019 through 12/31/2021 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
9	<b>Kimberly Mack</b> <i>Littleton</i>	At-Large Member <i>Black Female</i>	1/1/2019 through 12/31/2021 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
2	<b>Eric Nicholson</b> <i>Roanoke Rapids</i>	Dentist <i>White Male</i>	1/1/2019 through 12/31/2021 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
8	<b>Carol Anne Rupe</b> <i>Roanoke Rapids</i>	Physician <i>White Female</i>	1/1/2019 through 12/31/2021 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
6	<b>Melissa Woodruff</b> <i>Weldon</i>	Pharmacist <i>White Female</i>	1/1/2019 through 12/31/2021 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
4	<b>Carolyn Johnson</b> <i>Littleton</i>	County Commissioner <i>Black Female</i>	1/1/2020 through 12/31/2022 Term Number: 6	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
5	<b>Louis V. Mann, III</b> <i>Roanoke Rapids</i>	Veterinarian <i>White Male</i>	1/1/2020 through 12/31/2022 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>



## Industrial Facilities & Pollution Control

5	<b>Kenny Deloatch</b> Roanoke Rapids	Member White Male	2/1/2013 through 1/31/2019 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
6	<b>Carl Ferebee</b> Roanoke Rapids	Member Black Male	3/11/2013 through 1/31/2019 Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
7	<b>G. Wayne Long</b> Roanoke Rapids	Member White Male	2/1/2013 through 1/31/2019 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
1	<b>Rick Gilstrap (Vacant)</b> Roanoke Rapids	Member White Male	2/1/2015 through 1/31/2021 Term Number: 5	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
2	<b>Clay Shields</b> Scotland Neck	Member White Male	2/1/2015 through 1/31/2021 Term Number: 4	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
3	<b>Michael Knudson</b> Roanoke Rapids	Member White Male	2/1/2017 through 1/31/2023 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
4	<b>Marvin Newsom, III</b> Littleton	Member White Male	2/1/2017 through 1/31/2023 Term Number: 4	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes

## Juvenile Crime Prevention Council

9	<b>Diane</b> <i>Scotland Neck</i>	<b>Pridgen (Vacant)</b>	Substance Abuse Professional <i>White Female</i>	2/1/2010 through 1/31/2012 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
7	<b>Fred</b> <i>Roanoke Rapids</i>	<b>Draper (Vacant)</b>	Non-Profit or United Way Repres <i>White Male</i>	2/1/2011 through 1/31/2013 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
25	<b>Ronna</b> <i>Halifax</i>	<b>Graham (Vacant)</b>	At-Large Member <i>White Female</i>	2/1/2013 through 1/31/2015 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
16	<b>Linda</b> <i>Roanoke Rapids</i>	<b>Vaughan (Vacant)</b>	At-Large Member <i>White Female</i>	5/6/2013 through 1/31/2015 Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
10	<b>Janyah</b> <i>Scotland Neck</i>	<b>Alston (Vacant)</b>	Representative under 18 years ol <i>Black Female</i>	3/10/2014 through 1/31/2016 Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
5	<b>Niasia</b> <i>Scotland Neck</i>	<b>Anthony (Vacant)</b>	Representative under 18 years ol <i>Black Female</i>	2/1/2014 through 1/31/2016 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
1	<b>Bettina</b> <i>Halifax</i>	<b>Flood (Vacant)</b>	Juvenile Defense Attorney <i>Black Female</i>	2/1/2014 through 1/31/2016 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
26	<b>Levi</b> <i>Enfield</i>	<b>Scott (Vacant)</b>	Business Community Member <i>Black Male</i>	8/3/2015 through 1/31/2016 Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
12	<b>Clarette</b> <i>Henderson</i>	<b>Glenn (Vacant)</b>	Mental Health Representative <i>Black Female</i>	2/1/2017 through 1/31/2019 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
14	<b>Valerie</b> <i>Halifax</i>	<b>Asbell</b>	District Attorney <i>White Female</i>	2/1/2019 through 1/31/2021 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
20	<b>Brenda</b> <i>Roanoke Rapids</i>	<b>Branch</b>	District Court Judge <i>Black Female</i>	2/1/2019 through 1/31/2021 Term Number: 6	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
13	<b>Tony N.</b> <i>Halifax</i>	<b>Brown</b>	County Manager <i>Black Male</i>	2/1/2019 through 1/31/2021 Term Number: 6	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
23	<b>Terry</b> <i>Roanoke Rapids</i>	<b>Buffaloe</b>	At-Large Member <i>Black Male</i>	2/1/2019 through 1/31/2021 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
24	<b>Eric</b> <i>Halifax</i>	<b>Cunningham</b>	School Superintendent Designee <i>Black Male</i>	2/1/2019 through 1/31/2021 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
11	<b>Robin</b> <i>Halifax</i>	<b>Johnson</b>	Social Services representative <i>White Female</i>	2/1/2019 through 1/31/2021 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
2	<b>Teresa</b> <i>Enfield</i>	<b>King</b>	At-Large Member <i>Black Female</i>	2/1/2019 through 1/31/2021 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>



21	<b>Sonynia</b> <i>Halifax</i>	<b>Leonard</b>	Chief Court Counselor <i>Black Female</i>	2/1/2019 through 1/31/2021 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
18	<b>Doris</b> <i>Littleton</i>	<b>Mack (Vacant)</b>	At-Large Member <i>Black Female</i>	2/1/2019 through 1/31/2021 <i>Term Number: 11</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
17	<b>Bobby</b> <i>Roanoke Rapids</i>	<b>Martin, Jr.</b>	Police Chief <i>Black Male</i>	10/7/2019 through 1/31/2021 <i>Term Number: 0</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
15	<b>Angela</b> <i>Roanoke Rapids</i>	<b>Moody</b>	Public Health Representative <i>White Female</i>	2/1/2019 through 1/31/2021 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
22	<b>Barbara</b> <i>Weldon</i>	<b>Plum</b>	At-Large Member <i>Black Female</i>	2/1/2019 through 1/31/2021 <i>Term Number: 3</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
19	<b>Marcelle</b> <i>Scotland Neck</i>	<b>Smith</b>	County Commissioner <i>Black Male</i>	2/1/2019 through 1/31/2021 <i>Term Number: 6</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
3	<b>Ellen</b> <i>Roanoke Rapids</i>	<b>Burnette</b>	At-Large Member <i>White Female</i>	2/1/2020 through 1/31/2022 <i>Term Number: 7</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
6	<b>Anzell</b> <i>Halifax</i>	<b>Harris</b>	Halifax Sheriff Office <i>Black Male</i>	2/1/2020 through 1/31/2022 <i>Term Number: 3</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
8	<b>Joe</b> <i>Halifax</i>	<b>Long</b>	Parks & Recreation Representati <i>White Male</i>	2/1/2020 through 1/31/2022 <i>Term Number: 12</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
4	<b>Joseph</b> <i>Weldon</i>	<b>Sandoval</b>	Faith Community Representative <i>White Male</i>	2/1/2020 through 1/31/2022 <i>Term Number: 4</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>

## Nursing Home Advisory Committee

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5	<b>Carolyn</b> <i>Littleton</i>	<b>Johnson</b>	Ex-Officio <i>Black Female</i>		through <i>Term Number:</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
3	<b>Delores</b> <i>Enfield</i>	<b>McGriff (vacant)</b>	Member <i>Other Female</i>	9/3/2013	through 6/30/2014 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
1	<b>Nannie</b> <i>Hollister</i>	<b>Lynch (vacant)</b>	Member <i>Black Female</i>	7/1/2012	through 6/30/2015 <i>Term Number: 4</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
7	<b>Hattie</b> <i>Roanoke Rapids</i>	<b>Squire (Vacant)</b>	Member <i>Black Female</i>	7/1/2012	through 6/30/2015 <i>Term Number: 4</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
6	<b>Prudence</b> <i>Littleton</i>	<b>Boseman</b>	Member <i>White Female</i>	2/1/2016	through 6/30/2018 <i>Term Number: 0</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
2	<b>Clarence</b> <i>Scotland Neck</i>	<b>Pender</b>	Member <i>Black Male</i>	7/1/2017	through 6/30/2020 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
4	<b>Isabelle</b> <i>Scotland Neck</i>	<b>Pender</b>	Member <i>Black Female</i>	7/1/2017	through 6/30/2020 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>

Roanoke Chowan Regional Housing Authority

1	Vernon Bryant (Vacant) Roanoke Rapids	County Commissioner Black Male	1/1/2018 through 12/31/2022 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
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## Roanoke Rapids Board of Adjustment

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|---|--|--------------------------------|--|---|
| 1 | <b>Tillman Long (vacant)</b><br>Roanoke Rapids | ETJ Member<br>White Male       | 6/1/2011 through 5/31/2014<br>Term Number: 4 | Appointed by: Halifax County Commissioners<br>Eligible for reappointment? <b>No</b> |
| 2 | <b>Greg Browning</b><br>Roanoke Rapids         | Alternate Member<br>Black Male | 6/1/2018 through 5/31/2021<br>Term Number: 6 | Appointed by: Halifax County Commissioners<br>Eligible for reappointment? <b>No</b> |



## Roanoke Rapids Planning Board

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2	<b>Tillman Long (Vacant)</b> Roanoke Rapids	ETJ Member White Male	6/1/2011 through 5/31/2014 Term Number: 8	Appointed by: Halifax County Commissioners Eligible for reappointment? No
3	<b>Robert Moore, Jr. (Vacant)</b> Roanoke Rapids	ETJ Member Black Male	6/1/2017 through 5/31/2020 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
4	<b>Greg Browning</b> Roanoke Rapids	ETJ Member Black Male	6/1/2018 through 5/31/2021 Term Number: 6	Appointed by: Halifax County Commissioners Eligible for reappointment? No
1	<b>Terry Campbell</b> Roanoke Rapids	ETJ Member Black Male	6/1/2019 through 5/31/2022 Term Number: 4	Appointed by: Halifax County Commissioners Eligible for reappointment? No

## Solid Waste Advisory Board

5	<b>Bill</b> <i>Enfield</i>	<b>Dickens (vacant)</b>	Enfield <i>White Male</i>	2/1/2011 through 1/31/2014 <i>Term Number: 4</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? No</i>
11	<b>John</b> <i>Halifax</i>	<b>Lovett (vacant)</b>	Member <i>White Male</i>	2/1/2011 through 1/31/2014 <i>Term Number: 3</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? No</i>
2	<b>Danny</b> <i>Roanoke Rapids</i>	<b>Acree</b>	Roanoke Rapids <i>White Male</i>	2/1/2017 through 1/31/2020 <i>Term Number: 2</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
6	<b>Jeffrey</b> <i>Weldon</i>	<b>Elks</b>	Weldon <i>White Male</i>	2/1/2017 through 1/31/2020 <i>Term Number: 2</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
8	<b>Gregory</b> <i>Enfield</i>	<b>Griffin</b>	Ex-Officio <i>White Male</i>	2/1/2017 through 1/31/2020 <i>Term Number: 2</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
3	<b>James</b> <i>Scotland Neck</i>	<b>Gunnells</b>	Scotland Neck <i>White Male</i>	2/1/2017 through 1/31/2020 <i>Term Number: 2</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
7	<b>Al</b> <i>Littleton</i>	<b>Haskins</b>	At-Large Member <i>White Male</i>	2/1/2017 through 1/31/2020 <i>Term Number: 4</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? No</i>
1	<b>Ann</b> <i>Littleton</i>	<b>Jackson</b>	At-Large Member <i>White Female</i>	2/1/2017 through 1/31/2020 <i>Term Number: 1</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
9	<b>John</b> <i>Scotland Neck</i>	<b>Smith</b>	At-Large Member <i>Black Male</i>	2/1/2017 through 1/31/2020 <i>Term Number: 7</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? No</i>
4	<b>Robert</b> <i>Hobgood</i>	<b>Sykes, Jr.</b>	Hobgood <i>White Male</i>	2/1/2017 through 1/31/2020 <i>Term Number: 2</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
10	<b>Betty</b> <i>Littleton</i>	<b>Willis</b>	Littleton <i>White Female</i>	2/1/2017 through 1/31/2020 <i>Term Number: 5</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? No</i>



## Tourism Authority

4	<b>Mary Duncan</b> <i>Halifax</i>	Ex-Officio <i>White Female</i>	through Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
2	<b>Cathy Scott</b> <i>Roanoke Rapids</i>	Ex-Officio <i>White Female</i>	through Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
1	<b>Jim Trzinki</b> <i>Littleton</i>	Ex-Officio <i>White Male</i>	through Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
3	<b>Arthur Whitehead</b> <i>Halifax</i>	Ex-Officio <i>White Male</i>	through Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
6	<b>Kathy White (Vacant)</b> <i>Roanoke Rapids</i>	Member <i>White Female</i>	8/1/2016 through 7/31/2019 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
10	<b>Sandra Bryant</b> <i>Roanoke Rapids</i>	Member <i>Black Female</i>	8/1/2017 through 7/31/2020 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
9	<b>James Carlisle</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	8/1/2017 through 7/31/2020 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
8	<b>Jessica Hedgpeth</b> <i>Roanoke Rapids</i>	Member <i>Indian Female</i>	7/9/2018 through 7/31/2020 Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
13	<b>Christina Gregory</b> <i>Roanoke Rapids</i>	Member <i>White Female</i>	8/1/2018 through 7/31/2021 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
12	<b>Brent Lubbock</b> <i>Scotland Neck</i>	Member <i>White Male</i>	6/3/2019 through 7/31/2021 Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
11	<b>Percilla West</b> <i>Roanoke Rapids</i>	Member <i>Black Female</i>	8/1/2018 through 7/31/2021 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
7	<b>Yvonne Thompson</b> <i>Littleton</i>	Member <i>White Female</i>	8/1/2019 through 7/31/2022 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
5	<b>Curtis Wynn</b> <i>Roanoke Rapids</i>	Member <i>Black Male</i>	8/1/2019 through 7/31/2022 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>

## Upper Coastal Plain Board of Directors

3	<b>Tony</b> <i>Halifax</i>	<b>Brown</b>	County Manager <i>Black Male</i>	7/1/2018 through 6/30/2020 <i>Term Number: 6</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
2	<b>Ian</b> <i>Halifax</i>	<b>Bumgarner</b>	Alternate Member <i>White Male</i>	7/1/2018 through 6/30/2020 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
6	<b>Dia</b> <i>Halifax</i>	<b>Denton</b>	Alternate Member <i>White Female</i>	7/1/2018 through 6/30/2020 <i>Term Number: 4</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
4	<b>Norlan</b> <i>Roanoke Rapids</i>	<b>Graves (Vacant)</b>	At-Large/Private Sector <i>Black Male</i>	7/1/2018 through 6/30/2020 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
1	<b>Barbara</b> <i>Enfield</i>	<b>Simmons</b>	At-Large/Private Sector <i>Black Female</i>	7/1/2018 through 6/30/2020 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
5	<b>Marcelle</b> <i>Scotland Neck</i>	<b>Smith</b>	Elected Official <i>Black Male</i>	7/1/2018 through 6/30/2020 <i>Term Number: 6</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>

# MEMORANDUM

**TO: HALIFAX COUNTY COMMISSIONERS**

**FROM: ANDREA H. WIGGINS, CLERK TO THE BOARD**

**SUBJECT: APRIL 2020 BOARD APPOINTMENTS**

***For Information Only – No Action Required***

No action is necessary at this time because Boards have until the middle of this month to make recommendations regarding these appointments.

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There are no expiring terms in April 2020.

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