

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 September 17, 2018 Regular Meeting 5:30 PM

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

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.

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. Public Hearings

- A. Economic Development Incentive Grant - Project Ruther
- B. Economic Development Incentive Grant - Project Boss

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

2. Agenda Item

- A. Joseph Montfort Amphitheater Schematic Design Presentation

Ian M. Bumgarner, Senior Management Analyst

3. Action on Public Hearings

- A. Economic Development Incentive Grant - Project Ruther
- B. Economic Development Incentive Grant - Project Boss

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

4. Other Business

- A. Hockaday Family Reunion Resolution Amendment

County Commissioners
Vernon J. Bryant, Chairman

5. Closed Session

County Commissioners

6. Adjourn

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.



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: Economic Development Incentive Grant - Project Ruther

DATE: September 17, 2018 Regular Meeting

SUPPORTING INFORMATION:

A manufacturing company is considering the location of its manufacturing operations in Halifax County. The company will create a total of \$12,000,000 in taxable investment within the county in the form of real property improvement and machinery and equipment and create 50 new full-time jobs within the county, Pursuant to GS 158-7.1, the County is authorized to appropriate and expend funds for economic development purposes. The county proposes to appropriate and expend funds in the amount of \$330,000.00 to be paid in annual installments over the next five years. The amount of each grant payment will be contingent the level of taxable investment and actual number of jobs created by the company in any given year. the location of this manufacturing company 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 good paying jobs in Halifax County

ATTACHMENTS:

Description

- ▢ Public Hearing Opening Statement
- ▢ Notice of Public Hearing Project Ruther

TOTAL COST:

COUNTY COST:

REQUEST: The Halifax County Board of Commissioners will hear input from the citizens of Halifax County regarding the proposed appropriation and expenditure of the Economic Development Incentive Grant in the amount of \$330,000.00.

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), 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 5:30 p.m., September 17, 2018, in the Commissioners' Meeting Room located on the second floor of the Historic Courthouse, 10 N. King St, Halifax, NC.

The commissioners intend to appropriate and expend county funds pursuant to GS 158-7.1(a) as part of an economic development project under an economic development agreement with a manufacturing company. Under the terms of the agreement, annual grants would be paid to the company over a period of five (5) years in the estimated total amount of \$334,000.00. The actual amount of each year's grant payment would be based upon the taxable investment made by the company in the form of land, buildings, machinery, and equipment. Grant payments would also be contingent upon the creation of a specified number of new jobs in the county, the establishment of certain wage levels for those jobs, and maintaining a specified level of taxable investments, jobs and wages. The County will fund the grant payments from the County's general fund.

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

All persons interested in this public hearing are encouraged to attend and express their view. The County of Halifax 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

September 5, 2018



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: Economic Development Incentive Grant - Project Boss

DATE: September 17, 2018 Regular Meeting

SUPPORTING INFORMATION:

A manufacturing company is considering the expansion of its manufacturing operations in Halifax County. The company will create an additional total of \$5,975,000.00 in taxable investment within the county in the form of real property improvements and machinery and equipment and create an additional 42 new full-time jobs within the county, Pursuant to GS 158-7.1, the County is authorized to appropriate and expend funds for economic development purposes. The county proposes to appropriate and expend funds in the amount of \$120,000.00 to be paid in annual installments over the next five years. The amount of each grant payment will be contingent upon the level of taxable investment and actual number of jobs created by the company in any given year. The expansion of this manufacturing company 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 good paying jobs in Halifax County

ATTACHMENTS:

Description

- ▢ Public Hearing Opening Statement
- ▢ Notice of Public Hearing Project Boss

TOTAL COST:120,000.00

COUNTY COST:120,000.00

REQUEST: The Halifax County Board of Commissioners will hear input from the citizens of Halifax County regarding the proposed Economic Development Incentive Grant in the amount of \$120,000.00.

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.

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COUNTY OF HALIFAX

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The commissioners intend to appropriate and expend county funds pursuant to GS 158-7.1(a) as part of an economic development project under an economic development agreement with a manufacturing company. Under the terms of the agreement, annual grants would be paid to the company over a period of five (5) years in the estimated total amount of \$120,000.00. The actual amount of each year's grant payment would be based upon the taxable investment made by the company in the form of land, buildings, machinery, and equipment. Grant payments would also be contingent upon the creation of a specified number of new jobs in the county, the establishment of certain wage levels for those jobs, and maintaining a specified level of taxable investments, jobs and wages. The County will fund the grant payments from the County's general fund.

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

All persons interested in this public hearing are encouraged to attend and express their view. The County of Halifax 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

September 5, 2018



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Ian M. Bumgarner, Senior Management Analyst

PRESENTER: Ian M. Bumgarner, Senior Management Analyst

SUBJECT: Joseph Montfort Amphitheater Schematic Design Presentation

DATE: September 17, 2018 Regular Meeting

SUPPORTING INFORMATION:

Skinner, Farlow, and Kirwan Architecture will be presenting their schematic design for the Joseph Montfort Amphitheater.

ATTACHMENTS:

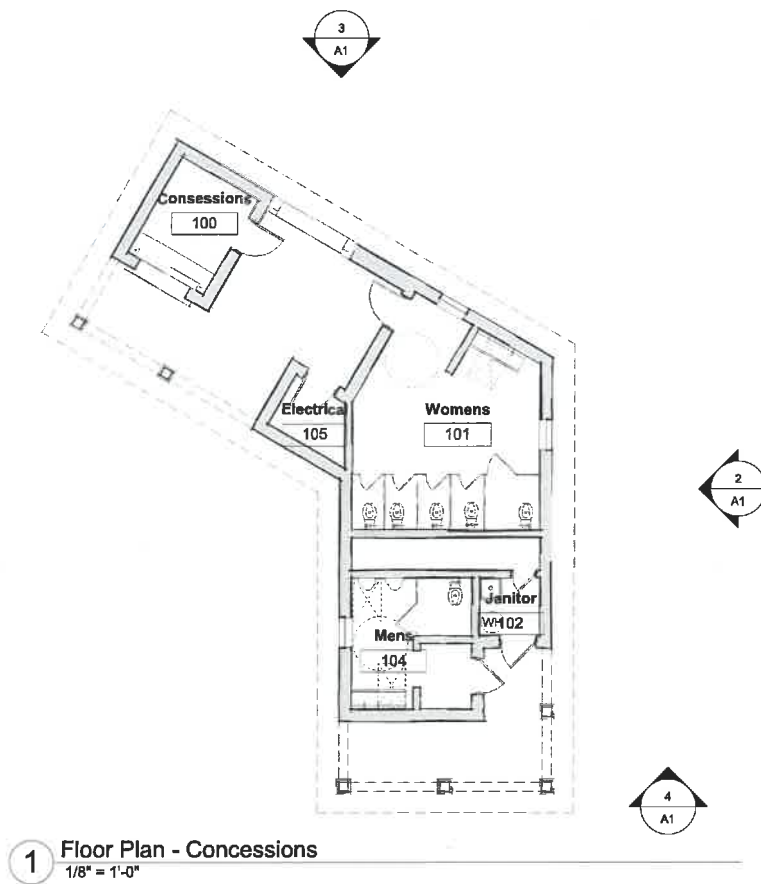
Description

- ▢ Joseph Montfort Amphitheater Schematic Design
- ▢ Amphitheater Schematic Design PowerPoint

TOTAL COST:

COUNTY COST:

REQUEST: Request the Halifax Board of Commissioners approve the schematic designs for the amphitheater.



REVIEW DOCUMENTS
NOT FOR CONSTRUCTION





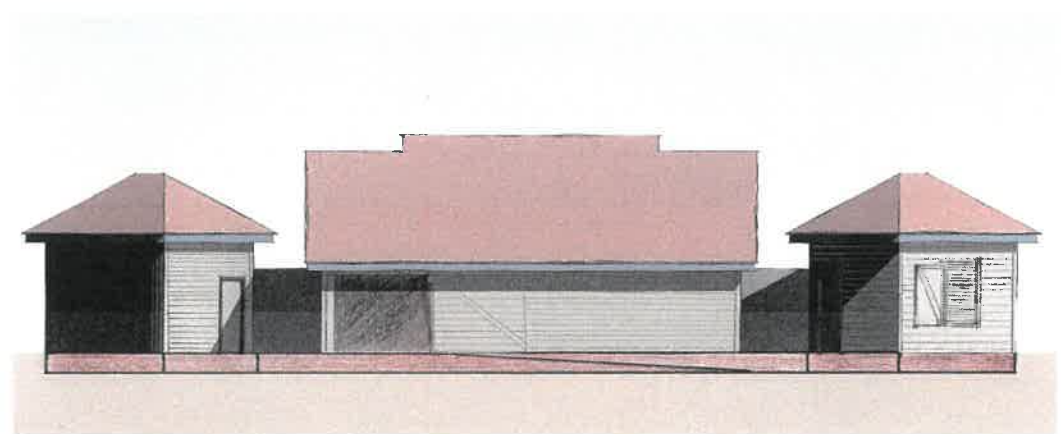
REVIEW DOCUMENTS
 NOT FOR CONSTRUCTION



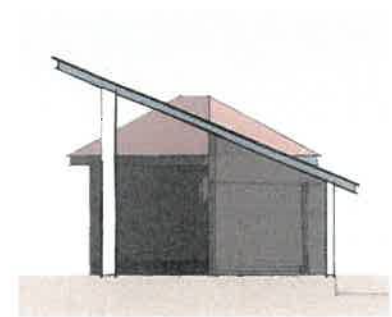
1 Floor Plan - Stage
 1/8" = 1'-0"



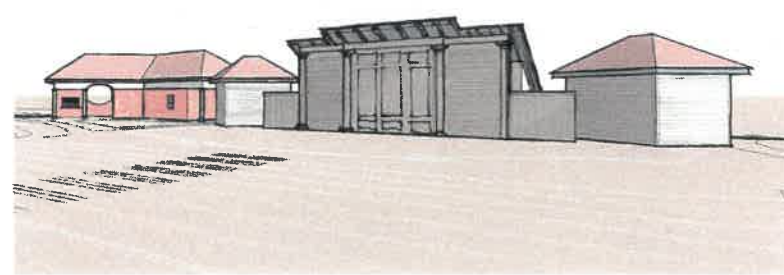
2 Stage Elevation
 1/8" = 1'-0"



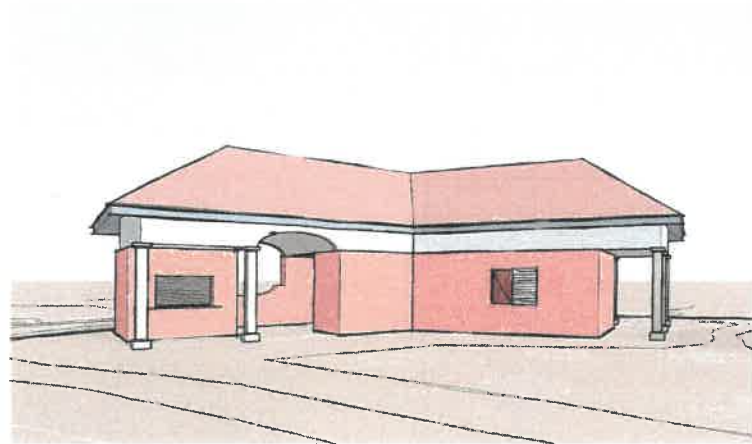
3 Stage Elevation - Rear
 1/8" = 1'-0"



4 Stage Section
 1/8" = 1'-0"



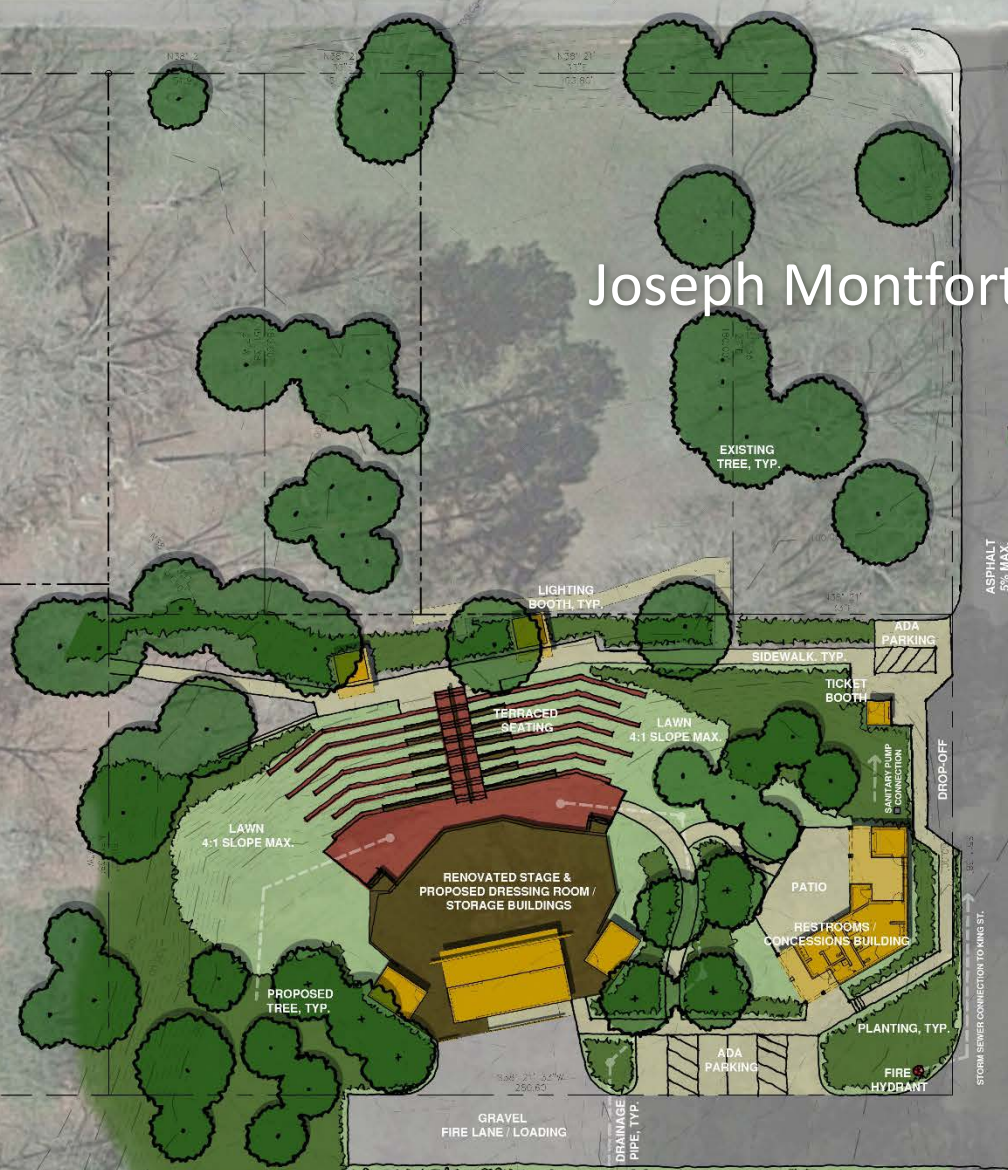
5 3D View 1



6 3D View 2

Joseph Montfort Amphitheater Renovations

Halifax County

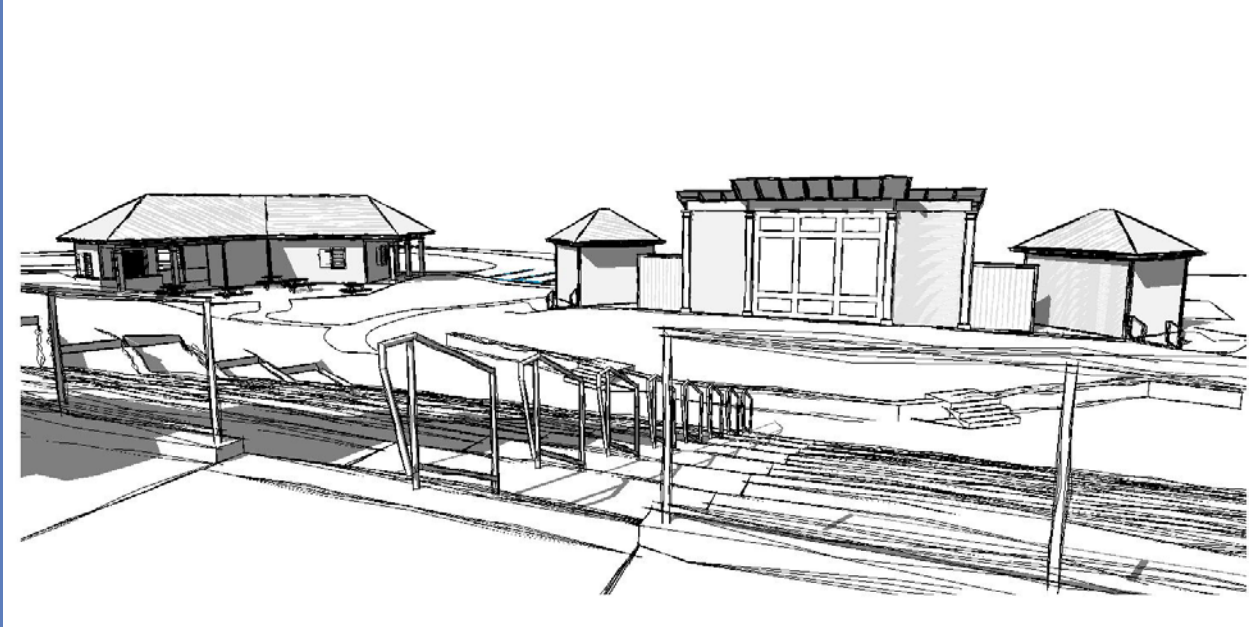


Existing Conditions



Program Elements

- Amphitheater seating for between 400 and 450 patrons
- Dressing rooms, storage and backstage area to support stage functions
- Concessions and restroom building
- Lighting stands and miscellaneous structures to support the site
- ADA parking
- Vehicular access to the backstage area



Proposed Option 1



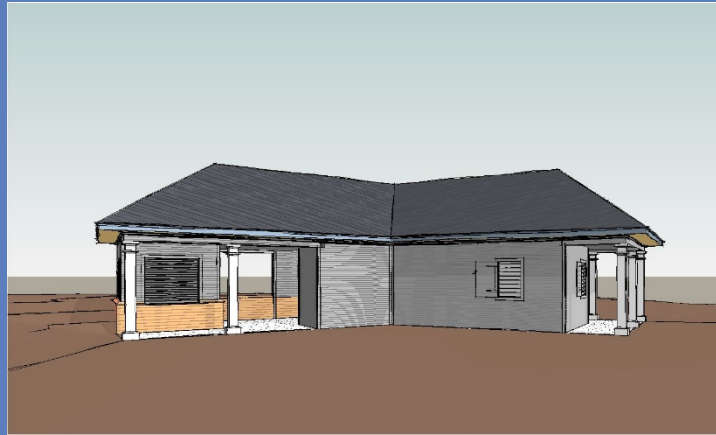
Design Criteria

- Provide a variety of seating that allows flexibility of use. Provide some seating with backs.
- Create a space that supports multiple civic and cultural functions in addition to outdoor dramas.



Design Criteria

- Utilize forms and materials that are familiar and not disruptive to the experience of Historic Halifax, however, do not create a false sense of history.
- Provide a design that minimizes maintenance for the county.



Concessions and Restroom Building

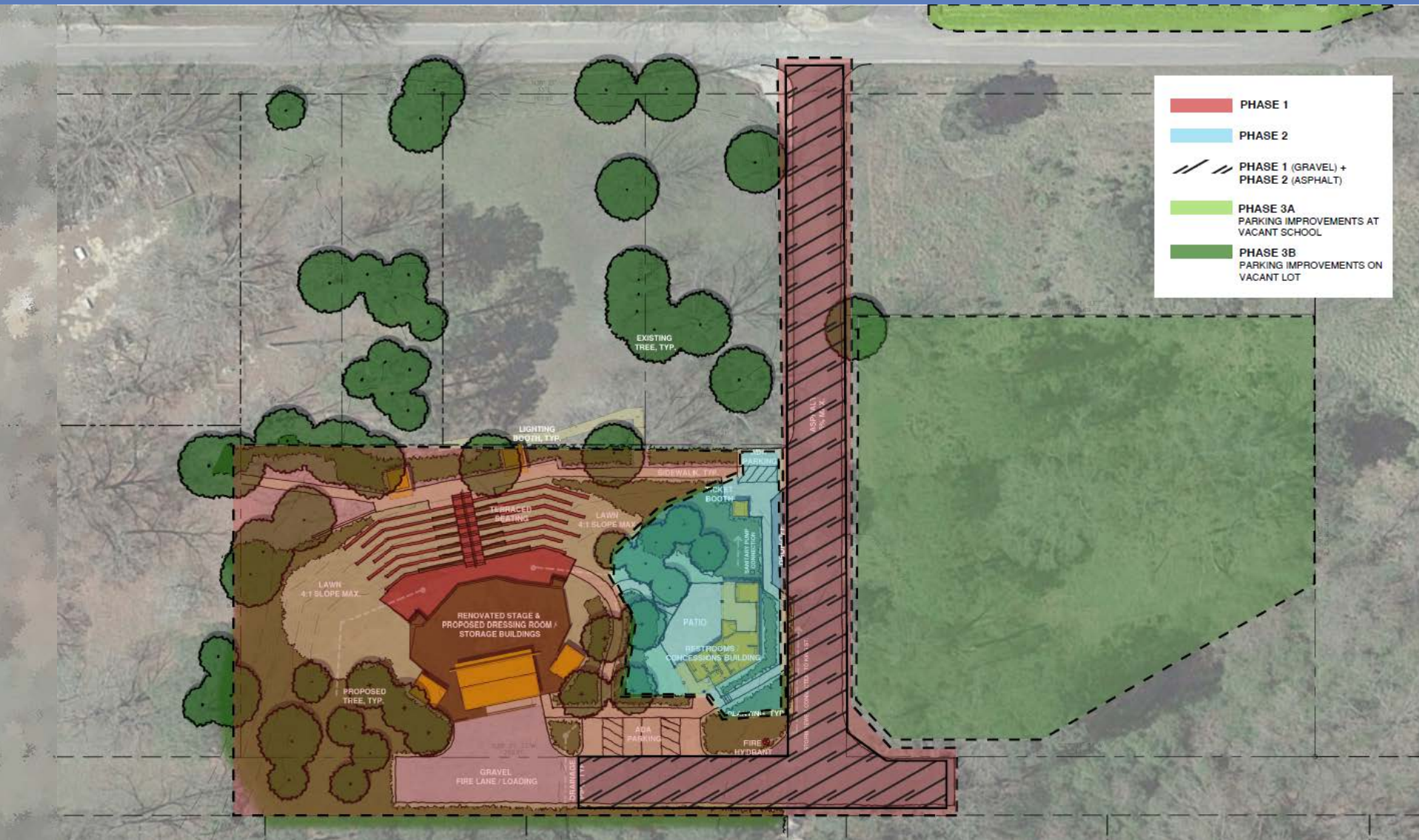


Ticket Pavilion



Stage, Skene Wall, Dressing and Storage

Phasing



Phasing

Phase I

Buildings & Gen. Cond.	\$539,014
Site Development	\$891,561
Total Phase I	\$1,430,575

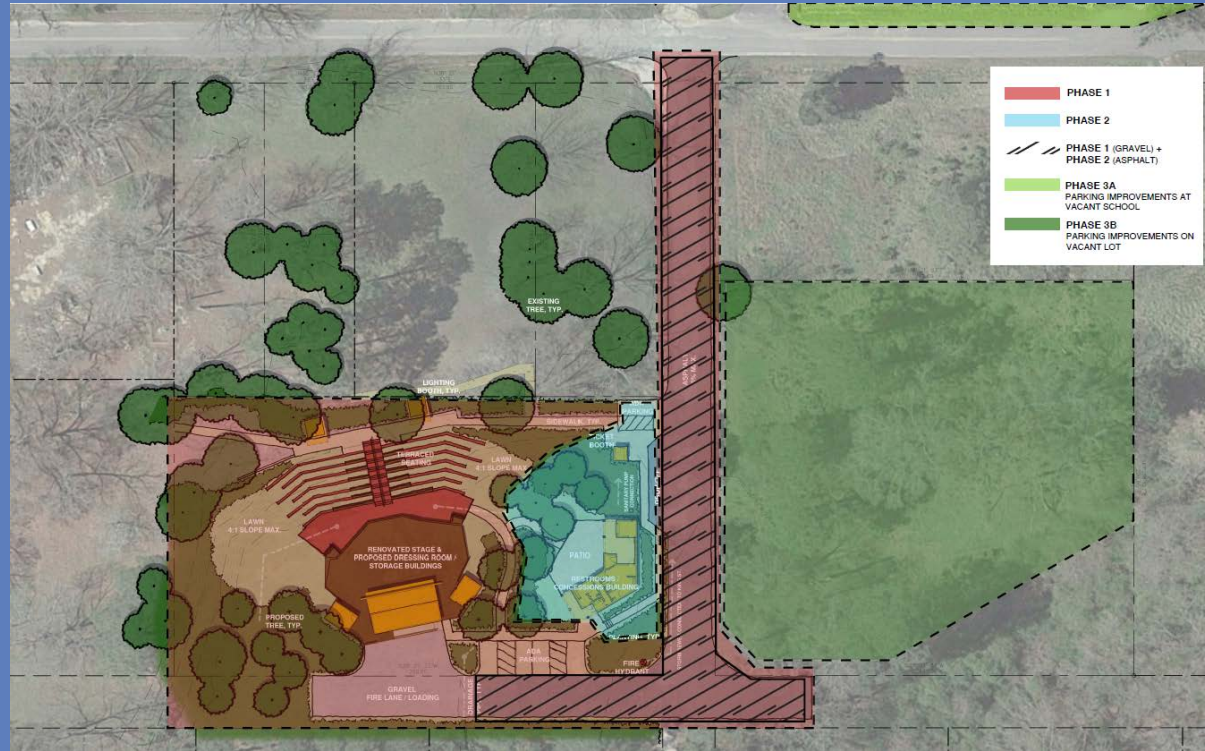
Phase II

Buildings & Gen. Cond.	\$520,491
<u>Site Development</u>	<u>\$433,833</u>
Total Phase I	\$954,374

Phase III

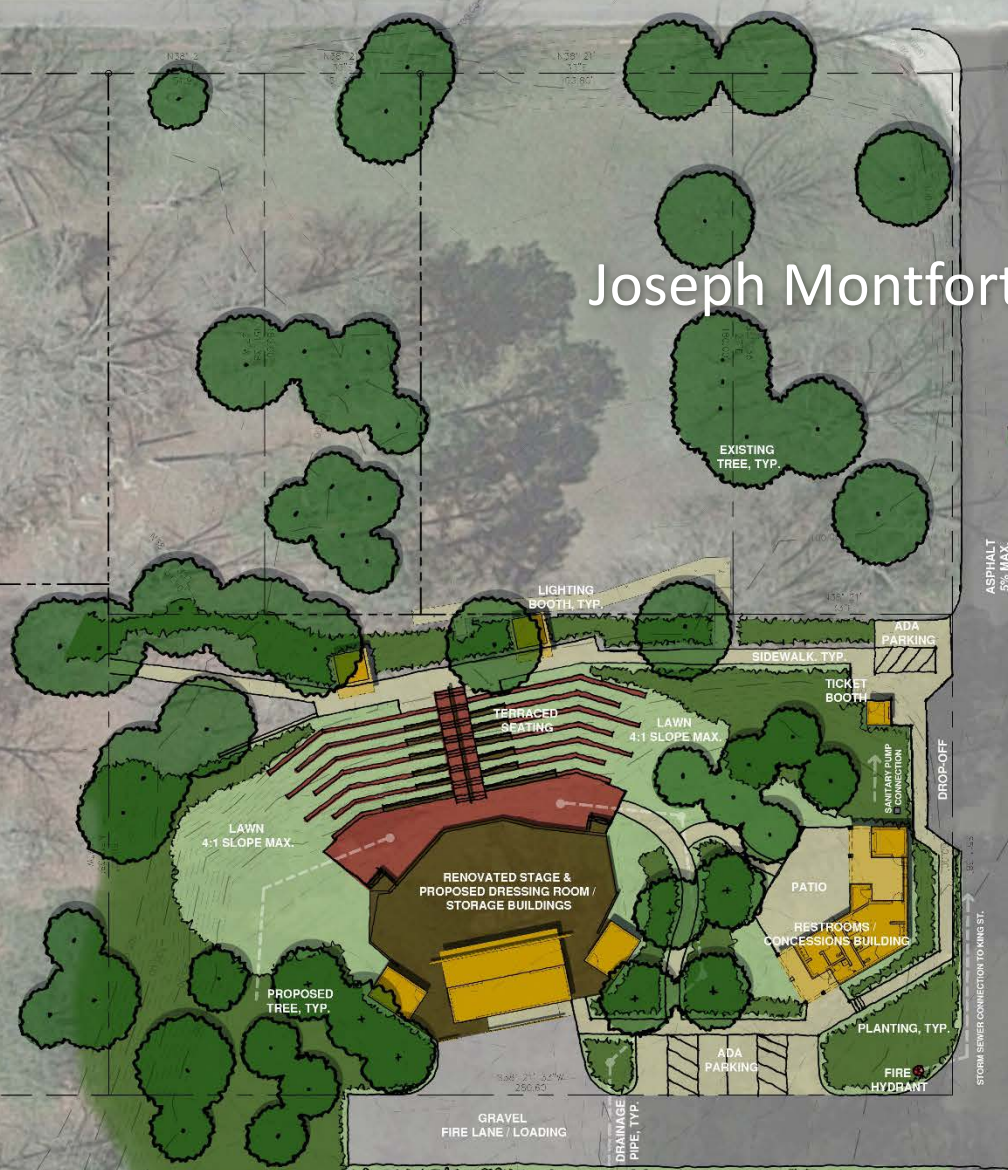
Buildings & Gen. Cond.	\$99,744
Site Development	<u>\$281,615</u>
Total Phase IIIA&B	\$381,359

Total Construction Cost all
Phases and Parking Options \$2,766,308



Joseph Montfort Amphitheater Renovations

Halifax County





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: Economic Development Incentive Grant - Project Ruther

DATE: September 17, 2018 Regular Meeting

SUPPORTING INFORMATION:

ATTACHMENTS:

Description

- ▢ Economic Development Incentive Grant Agreement
- ▢ Resolution Authorizing Economic Development Incentive Grant

TOTAL COST:330,000.00

COUNTY COST:330,000.00

REQUEST: Request the Board to adopt the Resolution authorizing the appropriation and expenditure of an Economic Development Incentive Grant in the amount of \$330,000.00 to be paid over the next 5 years and authorize the Chairman of the Board to execute the Economic Development Incentive Grant Agreement in substantially the same form as presented.

NORTH CAROLINA

HALIFAX COUNTY

ECONOMIC DEVELOPMENT INCENTIVE GRANT AGREEMENT

THIS AGREEMENT, is made and entered into this _____ day of _____, 2018, by and between, **Halifax County**, a unit of local government and a political subdivision of the State of North Carolina, hereinafter referred to as the “County”, and [*name of Company*], a [*name of state and type of corporate entity*], hereinafter referred to as the “Company”, with both parties being collectively referred to as the “Parties”;

W I T N E S S E T H:

THAT WHEREAS, the Company desires to locate certain manufacturing operations in Halifax County; (the “Project”) and

WHEREAS, the County desires to assist the Company in the location of the Project by providing certain cash incentives; and

WHEREAS, the County has an Economic Development Grant Program which outlines policies and guidelines for the award and recapture of such grants; and

WHEREAS, by resolution adopted on September 17, 2018, the county Board of Commissioners approved the appropriation and expenditure of funds for an economic development incentive grant to the Company, conditioned upon certain job creation and *ad valorem* taxable investment by the Company within the county;

NOW, THEREFORE, the County and the Company enter into this Economic Development Incentive Grant Agreement (“EDIG Agreement”), and agree as follows:

I. OBLIGATIONS OF THE PARTIES

A. County's Obligations

1. The County shall provide a cash incentive grant in the amount of \$330,000.00 to assist the company in the location of its manufacturing operations.

2. Subject to the job creation and job retention requirements set forth herein, and further subject to the *ad valorem* taxable investment creation and retention requirements set forth herein, the cash incentive grant shall be paid to the Company according to the following schedule:

Payment of \$66,000.00 to be paid on December 31 of the end of Year 1

Payment of \$66,000.00 to be paid on December 31 of the end of Year 2

Payment of \$66,000.00 to be paid on December 31 of the end of Year 3

Payment of \$66,000.00 to be paid on December 31 of the end of Year 4

Payment of \$66,000.00 to be paid on December 31 of the end of Year 5

Total of Payments: \$330,000.00

It is understood and agreed that "Year 1" shall be the first year in which the Company is liable for the payment of county property taxes on the initial \$12,000,000.00 *ad valorem* taxable investment in its manufacturing facility.

B. Company's Obligations:

1. The Company shall locate its manufacturing facility (the Project) in the County which, upon commencement of operations, will have an *ad valorem* taxable value (including value of land) of at least \$12,000,000.00.

2. The Company shall commence operations in said facility within 18 months from the date of this Agreement, provided that by mutual agreement this performance date may be extended up to six (6) months for reasonable delays.

3. The Company shall pay an average median hourly wage at the Halifax County facility that is above the median average hourly wage paid in Halifax County. The term “median average hourly wage” is defined as the median average hourly wage for all insured industries in the County as computed by the N. C. Department of Commerce, Division of Employment Security, for the most recent period for which data is available. The Parties acknowledge that the median average hourly wage in Halifax County is currently \$15.30.

4. The Company agrees that it shall create a minimum of 50 new full-time permanent jobs within Halifax County.

5. The Company will create and maintain the 50 jobs referred to in paragraph I.B.4 above according to the following schedule (Note: the terms “Calculation Date” and “FTJs” are defined below):

On Calculation Date for Year 1	48 FTJs
On Calculation Date for Years 2 through 5	50 FTJs (an additional 2 FTJs)

“Calculation Date”, for purposes of this Agreement, means September 30 of each year beginning with the first year in which the Company is liable for the payment of county property taxes on the initial \$12,000,000.00 *ad valorem* taxable investment in its manufacturing facility.

“FTJs” means “full time jobs”. As evidence of job creation and FTJs, the Company shall provide the County with a copy of its official Employers Quarterly Tax and Wage Report for each quarter ending September 30, which report is submitted quarterly to the

N.C. Department of Commerce, Division of Employment Security (“DES”), within 15 days after submission to the DES; provided, however, that for the Calculation Date for Year 1, the County will accept reasonable documentation from the Company regarding FTJs in place on such Calculation Date.

6. The Company will have a total Halifax County *ad valorem* taxable investment including real property, machinery and equipment within Halifax County of at least \$12,000,000.00 by December 31 of the year prior to Year 1.

7. During the period of this Agreement covering Year 2 through Year 5, the Company will maintain a total *ad valorem* taxable investment including real property, machinery and equipment within Halifax County of at least \$12,000,000.00.

8. 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 during the term hereof. The submission of this report (except for the grant payment in Year 1 for which the Company may supply other documentation of FTJs, as described below), is a condition precedent to the payment of any grant payment to the Company by the County.

II. ADDITIONAL PROVISIONS. The County and the Company further agree as follows:

A. If in any year during the term of this Agreement the Company fails to create at least ninety percent (90%) of the cumulative number of FTJs as outlined in paragraph I.B.5. hereof, there will be no grant payment made by the County to the Company for that year. Further, subsequent “catch-up” of cumulative job creation shall not re-entitle the Company to a grant payment for any year in which FTJ goals were not met.

B. For any year during the term of this Agreement in which the Company fails to retain at least ninety percent (90%) of the jobs actually created in prior years under this Agreement, the County shall be entitled to recapture of a portion of the funds already paid under Paragraph I.A.2. The Company shall repay to the County an amount equal to the total amount of funds paid to date by the County, divided by the number of jobs actually retained by the Company, times the number of jobs by which the Company falls short of the required 90% cumulative retention rate. No subsequent grant payment(s) shall be made to the Company for any remaining year(s) if the Company does not make the recapture payments required under this Paragraph.

C. If in any year during the term of this Agreement the Company fails to create at least ninety percent (90%) of the cumulative ad valorem taxable investment as outlined in paragraph I.B.7 hereof, there will be no grant payment made by the County to the Company for that year. Further, subsequent “catch-up” of ad valorem taxable investment shall not re-entitle the Company to a grant payment for any year in which ad valorem taxable investment goals were not met.

D. For any year during the term of this Agreement in which the Company fails to retain at least ninety percent (90%) of the ad valorem taxable investment created in prior years under this Agreement, the County shall be entitled to recapture of a portion of the funds already paid under Paragraph I.A.2. The Company shall repay to the County an amount equal to the total amount of funds paid to date by the County, divided by the level of ad valorem taxable investment actually maintained by the Company, times the amount by which the Company falls short of the required 90% cumulative retention amount. No subsequent grant payment(s) shall

be made to the Company for any remaining year(s) if the Company does not make the recapture payments required under this Paragraph.

E. No grant payment shall be made to the Company if the Company is not current in its tax obligations to the County. Further, subsequent payment of past due taxes shall not entitle the Company to a grant payment for any year in which those taxes were past due.

III. 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:

[name, address, phone, fax, email, etc]

With a copy to:

[name and address of company's counsel]

B. If to the County:

Mr. Tony N. Brown
Halifax County Manager
Post Office Box 38
Halifax, North Carolina 27839

With a copy to:
M. Glynn Rollins, Jr.
Halifax County Attorney
P. O. Box 38
Halifax, NC 27839

IV. GOVERNING LAW. This Agreement shall be governed by the laws of the State of North Carolina.

V. ASSIGNMENT. This agreement may not be assigned without the express written consent of the non-assigning Party, which consent shall not be unreasonably withheld.

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

VII. ENTIRE AGREEMENT; AMENDMENTS. This Agreement constitutes the entire contract between the parties with regard to Economic Development Incentive Grants (“EDIGs”). This Agreement may be modified from time to time by mutual consent in writing signed by all the parties.

VIII. BINDING EFFECTS. 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 signatures follow)

County Signature Page
Economic Development Incentive Grant Agreement
Dated _____, 2018

IN WITNESS WHEREOF, **HALIFAX COUNTY** has caused this Economic Development Agreement to be executed in its name by the signature of its County Manager and the Chair of its Board of Commissioners, and its corporate seal to be hereunto affixed and attested by the signature of the Clerk of the Board of Commissioners, 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 Incentive Grant Agreement
Dated _____, 2018

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.

[name of Company]

By: _____

[name and title]

RESOLUTION AUTHORIZING AN
ECONOMIC DEVELOPMENT INCENTIVE GRANT (EDIG)
TO A MANUFACTURING COMPANY

WHEREAS, a certain manufacturing company is currently considering the location of its manufacturing operations in Halifax County; and

WHEREAS, G.S. 158-7.1(a) authorizes a county to make appropriations and expenditures for economic development purposes; and

WHEREAS, the Halifax County Board of Commissioners held a public hearing to consider whether to offer certain incentives to a manufacturing company in the form of a cash incentive grant in the estimated amount of \$330,000.00 payable in annual installments over a five (5) year period of time; and

WHEREAS, it is anticipated that the manufacturing company will make a taxable investment including real property improvements, machinery and equipment within Halifax County of at least \$12,000,000.00 in Halifax County; and

WHEREAS, it is anticipated that the manufacturing company will create 50 new permanent jobs in Halifax County which will pay wages that exceed the current average weekly wage for Halifax County; and

WHEREAS, the location of this manufacturing company 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 good paying jobs in Halifax County; and

WHEREAS, the amount of any given annual installment payment under the proposed appropriation and expenditure shall be contingent upon the level of taxable investment made by the company in the form of land, buildings, machinery, and equipment, and also contingent upon the creation of a specified number of new jobs in the county, the establishment of certain wage levels for those jobs, and maintaining a specified level of taxable investments, jobs and wages over the grant period, all being

more particularly set out in the proposed form of Economic Development Incentive Grant (EDIG) Agreement presented to the Board and attached hereto; and

WHEREAS, the funding for this incentive will be appropriated from the county's general fund; and

WHEREAS, the Board of Commissioners finds that conveyance of the property to the manufacturing company will stimulate the local economy, promote business and result in the creation of a substantial number of jobs in Halifax County that pay at or above the median average hourly wage in the County; and

NOW, THEREFORE, BE IT RESOLVED THAT, subject to the decision of the manufacturing company to locate in Halifax County, authorization is given to appropriate and expend up to \$330,000.00 of county funds, payable in annual installments over a period of five (5) years, as an incentive grant for this manufacturing company subject to the terms and conditions as substantially set forth in the form of EDIG Agreement attached to this resolution.

Adopted this 17th day of September, 2018.

Vernon J. Bryant Chairman
Halifax County Board of Commissioners

Andrea H. Wiggins, MMC
Clerk to the Board



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: Economic Development Incentive Grant - Project Boss

DATE: September 17, 2018 Regular Meeting

SUPPORTING INFORMATION:

ATTACHMENTS:

Description

- ▢ Resolution Authorizing Incentive Grant_Project Boss
- ▢ Economic Development Incentive Grant Agreement_Project Boss

TOTAL COST:120,000.00

COUNTY COST:120,000.00

REQUEST: Request the Board to adopt the Resolution authorizing the appropriation and expenditure of an Economic Development Incentive Grant in the amount of \$120,000.00 to be paid over the next five years and authorize the Chairman of the Board to execute the Economic Development Incentive Grant Agreement in substantially the same form as presented.

RESOLUTION AUTHORIZING AN
ECONOMIC DEVELOPMENT INCENTIVE GRANT (EDIG)
TO A MANUFACTURING COMPANY

WHEREAS, a certain manufacturing company is currently considering the expansion of its manufacturing operations in Halifax County; and

WHEREAS, G.S. 158-7.1(a) authorizes a county to make appropriations and expenditures for economic development purposes; and

WHEREAS, the Halifax County Board of Commissioners held a public hearing to consider whether to offer certain incentives to a manufacturing company in the form of a cash incentive grant in the estimated amount of \$120,000.00 payable in annual installments over a five (5) year period of time; and

WHEREAS, it is anticipated that the manufacturing company, as a result of anticipated expansion, will make a taxable investment including real property improvements and machinery and equipment within Halifax County of at least \$5,975,000.00 in Halifax County; and

WHEREAS, it is anticipated that the manufacturing company, as the result of anticipated expansion, will create 42 new permanent jobs in Halifax County which will pay wages that exceed the current average weekly wage for Halifax County; and

WHEREAS, the expansion of this manufacturing company 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 good paying jobs in Halifax County; and

WHEREAS, the amount of any given annual installment payment under the proposed appropriation and expenditure shall be contingent upon the level of additional taxable investment made by the company in the form of real estate improvements, machinery, and equipment, and

also contingent upon the creation of a specified number of new jobs in the county, the establishment of certain wage levels for those jobs, and maintaining a specified level of taxable investments, jobs and wages over the grant period, all being more particularly set out in the proposed form of Economic Development Incentive Grant (EDIG) Agreement presented to the Board and attached hereto; and

WHEREAS, the funding for this incentive will be appropriated from the county's general fund; and

NOW, THEREFORE, BE IT RESOLVED THAT, subject to the decision of the manufacturing company to expand its operations in Halifax County, authorization is given to appropriate and expend up to \$120,000.00 of county funds, payable in annual installments over a period of five (5) years, as an incentive grant for this manufacturing company subject to the terms and conditions as substantially set forth in the form of EDIG Agreement attached to this resolution.

Adopted this 17th day of September, 2018.

Vernon J. Bryant Chairman
Halifax County Board of Commissioners

Andrea H. Wiggins, MMC
Clerk to the Board

NORTH CAROLINA

HALIFAX COUNTY

ECONOMIC DEVELOPMENT INCENTIVE GRANT AGREEMENT

THIS AGREEMENT, is made and entered into this _____ day of _____, 2018, by and between, **Halifax County**, a unit of local government and a political subdivision of the State of North Carolina, hereinafter referred to as the “County”, and [*name of company*], a [*state of incorporation and type of entity*], hereinafter referred to as the “Company”, with both parties being collectively referred to as the “Parties”;

W I T N E S S E T H:

THAT WHEREAS, the Company desires to expand its manufacturing operations in Halifax County; (the “Project”) and

WHEREAS, the County desires to assist the Company in the expansion of the Project by providing certain cash incentives; and

WHEREAS, the County has an Economic Development Grant Program which outlines policies and guidelines for the award and recapture of such grants; and

WHEREAS, by resolution adopted on September 17, 2018, the county Board of Commissioners approved appropriation and expenditure of funds for an economic development incentive grant to the Company, conditioned upon certain job creation and ad valorem taxable investment by the Company within the county;

NOW, THEREFORE, the County and the Company enter into this Economic Development Incentive Grant Agreement (“EDIG Agreement”), and agree as follows:

I. OBLIGATIONS OF THE PARTIES

A. County's Obligations

1. The County shall provide a cash incentive grant in the amount of \$120,000.00 to assist the company in the expansion of its manufacturing operations.

2. Subject to the job creation and job retention requirements set forth herein, and further subject to the *ad valorem* taxable investment creation and retention requirements set forth herein, the cash incentive grant shall be paid to the Company according to the following schedule:

Payment of \$24,000.00 to be paid on December 31 of the end of Year 1

Payment of \$24,000.00 to be paid on December 31 of the end of Year 2

Payment of \$24,000.00 to be paid on December 31 of the end of Year 3

Payment of \$24,000.00 to be paid on December 31 of the end of Year 4

Payment of \$24,000.00 to be paid on December 31 of the end of Year 5

Total of Payments: \$120,000.00

It is understood and agreed that "Year 1" shall be the first calendar year in which the Company is liable for the payment of county property taxes on the initial \$2,275,000.00 *ad valorem* taxable investment in the expansion of its manufacturing facility. Years 2 through 5 shall be the subsequent calendar years.

B. Company's Obligations:

1. The Company shall expand its manufacturing facility (the Project) in the County resulting in additional *ad valorem* taxable investment as set forth in Paragraph I.B.6 below.

2. The Company shall complete such expansion within ____ months from the execution of the Agreement provided that this performance date may be extended up to six (6) months for reasonable delays.

3. The Company shall pay an average median hourly wage at the Halifax County facility that is above the median average hourly wage paid in Halifax County. The term “median average hourly wage” is defined as the median average hourly wage for all insured industries in the County as computed by the N. C. Department of Commerce, Division of Employment Security, for the most recent period for which data is available. The Parties acknowledge that the median average hourly wage in Halifax County is currently \$15.30.

4. The Company agrees that it shall create a minimum of 42 new full-time permanent jobs within Halifax County.

5. The Company will create and maintain the 42 jobs referred to in paragraph I.B.4 above according to the following schedule (Note: the terms “Calculation Date” and “FTJs” are defined below):

On Calculation Date for Year 1	____ FTJs
On Calculation Date for Years 2 through 5	____ FTJs (an additional ____ FTJs)

“Calculation Date”, for purposes of this Agreement, means September 30 of each year beginning with the first year in which the Company is liable for the payment of county property taxes on the initial \$2,275,000.00 ad valorem taxable investment in the expansion of its manufacturing facility.

“FTJs” means “full time jobs”. As evidence of job creation and FTJs, the Company shall provide the County with a copy of its official Employers Quarterly Tax and Wage Report for each quarter ending September 30, which report is submitted quarterly to the

N.C. Department of Commerce, Division of Employment Security (“DES”), within 15 days after submission to the DES; provided, however, that for the Calculation Date for Year 1, the County will accept reasonable documentation from the Company regarding FTJs in place on such Calculation Date.

6. The Company will have a total cumulative *ad valorem* taxable investment of at least \$2,275,000.00 by December 31 of the year prior to Year 1, \$4,475,000.00 by December 31 of the year prior to Year 2, and \$5,975,000.00 by December 31 of the year prior to Year 3, less depreciation for machinery and equipment as may be allowed by the county assessor.

7. During the period of this Agreement covering Year 3 through 5, the Company will maintain the additional *ad valorem* taxable investment \$5,975,000.00, less depreciation for machinery and equipment as may be allowed by the county assessor.

8. 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 during the term hereof. The submission of this report (except for the grant payment in Year 1 for which the Company may supply other documentation of FTJs, as described below), is a condition precedent to the payment of any grant payment to the Company by the County.

II. ADDITIONAL PROVISIONS. The County and the Company further agree as follows:

A. If in any year during the term of this Agreement the Company fails to create at least ninety percent (90%) of the cumulative number of FTJs as outlined in paragraph I.B.5. hereof there will be no grant payment made by the County to the Company for that year.

Further, subsequent “catch-up” of cumulative job creation shall not re-entitle the Company to a grant payment for any year in which FTJ goals were not met.

B. For any year during the term of this Agreement in which the Company fails to retain at least ninety percent (90%) of the jobs actually created in prior years under this Agreement, the County shall be entitled to recapture of a portion of the funds already paid under Paragraph I.A.2. The Company shall repay to the County an amount equal to the total amount of funds paid to date by the County, divided by the number of jobs actually retained by the Company, times the number of jobs by which the Company falls short of the required 90% cumulative retention rate. No subsequent grant payment(s) shall be made to the Company for any remaining year(s) if the Company does not make the recapture payments required under this Paragraph.

C. If in any year during the term of this Agreement the Company fails to create at least ninety percent (90%) of the cumulative ad valorem taxable investment as outlined in paragraph I.B.6 hereof, there will be no grant payment made by the County to the Company for that year. Further, subsequent “catch-up” of ad valorem taxable investment shall not re-entitle the Company to a grant payment for any year in which ad valorem taxable investment goals were not met.

D. For any year during the term of this Agreement in which the Company fails to retain at least ninety percent (90%) of the ad valorem taxable investment created in prior years under this Agreement, the County shall be entitled to recapture of a portion of the funds already paid under Paragraph I.A.2. The Company shall repay to the County an amount equal to the total amount of funds paid to date by the County, divided by the level of ad valorem taxable investment actually maintained by the Company, times the amount by which the Company falls

short of the required 90% cumulative retention amount. No subsequent grant payment(s) shall be made to the Company for any remaining year(s) if the Company does not make the recapture payments required under this Paragraph.

E. No grant payment shall be made to the Company if the Company is not current in its tax obligations to the County. Further, subsequent payment of past due taxes shall not re-entitle the Company to a grant payment for any year in which those taxes were past due.

III. 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:

[name, address, phone, fax, email, etc]

With a copy to:

[name and address of company's counsel]

B. If to the County:

Mr. Tony N. Brown
Halifax County Manager
Post Office Box 38
Halifax, North Carolina 27839

With a copy to:

M. Glynn Rollins, Jr.
Halifax County Attorney
P. O. Box 38
Halifax, NC 27839

IV. GOVERNING LAW. This Agreement shall be governed by the laws of the State of North Carolina.

V. ASSIGNMENT. This agreement may not be assigned without the express written consent of the non-assigning Party, which consent shall not be unreasonably withheld.

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

VII. ENTIRE AGREEMENT; AMENDMENTS. This Agreement constitutes the entire contract between the parties with regard to Economic Development Incentive Grants (“EDIGs”). This Agreement may be modified from time to time by mutual consent in writing signed by all the parties.

VIII. BINDING EFFECTS. 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 signatures follow)

County Signature Page
Economic Development Incentive Grant Agreement
Dated _____, 2018

IN WITNESS WHEREOF, **HALIFAX COUNTY** has caused this Economic Development Agreement to be executed in its name by the signature of its County Manager and the Chair of its Board of Commissioners, and its corporate seal to be hereunto affixed and attested by the signature of the Clerk of the Board of Commissioners, 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 Incentive Grant Agreement
Dated _____, 2018

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.

[name of Company]

By: _____

[name and title]



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Vernon J. Bryant, Chairman

PRESENTER: Vernon J. Bryant, Chairman

SUBJECT: Hockaday Family Reunion Resolution Amendment

DATE: September 17, 2018 Regular Meeting

SUPPORTING INFORMATION:

Attached, please find the amended Hockaday Family Reunion Resolution for your review. After the resolution was adopted during the September 4, 2018 Regular Meeting it was found that in paragraph four, second sentence, the family of 16 was actually a family of 12.

It is being requested that the resolution be amended based on the new information.

ATTACHMENTS:

Description

- ▢ Hockaday Family Reunion Resolution Amendment

TOTAL COST:

COUNTY COST:

REQUEST: Adopt the amended Hockaday Family Reunion Resolution.



Resolution
Hockaday Family Reunion

Whereas, on September 28, 2018 through September 30, 2018 members of the Hockaday family from around the United States will assemble in Roanoke Rapids, North Carolina, in celebration of the Hockaday Family Reunion; and

Whereas, the Hockaday family can trace its ancestry back to brothers John Hockaday 1789-1879 and William "Billy" Hockaday 1797-1881. Their grandfather James Hockaday 1735-1801 migrated to Halifax County, North Carolina, from Charles City, Virginia, around 1765 and settled on the banks of Deep Creek; and

Whereas, descendants of these men were enslaved Africans who were given their freedom. Fearing the loss of this freedom, in 1846, John Hockaday planned to guarantee a more secure freedom for his family. He gave them provisions and sent them along the Underground Railroad route leaving from the western portion of the Roanoke Canal along the Roanoke River near the Hockaday family farm. They left never to return to Halifax County, North Carolina; and

Whereas, members of the Hockaday family were familiar with the Underground Railroad route as they had worked all their young lives along the mighty Roanoke River, at that time called the Moratoke. The family of 12 made it all the way to the Ohio River and settled in the Ohio Valley Region and prospered. Many decedents of the Hockaday family still live in that area today. We also recognize the rest of the descendants of John and William Hockaday and those of the enslaved that remained in Halifax County and prospered; and

Whereas, we are proud to welcome the descendants of the Hockaday family back to Halifax County in celebration of a family reunion that will bring multiple generations together linking past, present, and future generations.

Now, Therefore, Be It Resolved, that the Halifax County Board of Commissioners do recognize the Hockaday Family Reunion and orders that a copy of this resolution be spread upon the minutes of the Halifax County Board of Commissioners this 4th day of September, 2018.

Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

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