

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 July 8, 2019 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

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. Consent Agenda

County Commissioners

- A. Approval of Minutes
- B. Property Tax Refunds and Releases - June 2019
- C. 2020 Holiday Schedule

2. Special Recognitions

- A. Retirement Resolution - Virginia N. Orvedahl, Library Director
- B. Retirement Resolution - Carmella Martin, Public Health
- C. Retirement Resolution - Barbara C. Boone, Social Services
- D. Retirement Resolution - Rose A. Whitaker, Social Services
- E. Retirement Resolution - Gurmeet S. Suri, Sheriff's Office

County Commissioners
County Commissioners
County Commissioners
County Commissioners
County Commissioners

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

- A. Public Comment Period

4. Agenda Items

- A. Jail Expansion Project Presentation
- B. Halifax County Schools Lottery Funds Request
- C. 2018 Property Tax Settlement, Report of Insolvents and Order

Craig Dobyns, Moseley Architects
Project Manager
Tony Alston, Halifax County Schools
Doris Hawkins, Tax Collector

- for the Tax Collector to Collect Property Taxes
- D. Halifax County Solar Energy Systems Ordinance **Chris Rountree, Planning Director**
- E. 2020 Census and Complete Count Committee Resolution **Chris Rountree, Planning Director**
- F. 2020 Home and Community Care Block Grant **Rose Lewis, Human Resources Management**
- G. Architect Contract Approval - New 911 and Regional Back-up Center **Dia H. Denton, Deputy County Manager**
- 5. Board Appointments**
- A. Board Appointments **County Commissioners**
- 6. Economic Development Report**
- 7. County Manager's Report**
- A. NCACC Annual Conference - Designation of Voting Delegate **Tony N. Brown, County Manager**
- 8. County Attorney's Report**
- A. Consent to Assignment of Lease from Geenex LLC to The Center for Energy Education **M. Glynn Rollins, Jr., County Attorney**
- B. Amendment to Economic Development Incentive Grant Agreement with Carolina Chips, Inc. **M. Glynn Rollins, Jr., County Attorney**
- 9. Other Business** **County Commissioners**
- 10. Closed Session** **County Commissioners**
- A. Approval of Closed Session Minutes
- 11. Adjourn Until The August 12, 2019 Regular Meeting** **County Commissioners**

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

SUBJECT: Approval of Minutes

DATE: July 8, 2019 Regular Meeting

SUPPORTING INFORMATION:

Attached, please find draft minutes for your review.

ATTACHMENTS:

Description

▯ April 29, 2019 Regular Meeting

TOTAL COST:

COUNTY COST:

REQUEST: Approve the draft minutes.

**MINUTES
HALIFAX COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING
APRIL 29, 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, April 29, 2019, at 5:30 P. M. in the Historic Courthouse, Halifax, 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
Michelle F. Moseley, Paralegal

ABSENT: Honorable Marcelle O. Smith

Call to Order

Chairman Bryant called the meeting to order.

Invocation and Pledge of Allegiance

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

Adoption of the Agenda

M. Glynn Rollins, Jr., County Attorney, requested that the agenda be amended under items 1. Public Hearings and 2. Action on Public Hearings in order that the Community Development Block Grant Building Reuse Grant Program could be discussed before JBB Packaging, LLC, Rail Spur and Building Reuse Grants.

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

Conflict of Interest

There were no conflicts of interest noted by any member of the Board.

1. Public Hearings

A. Community Development Block Grant Building Reuse Grant Program

Prior to a public hearing pursuant to N. C. G. S. 158-7.1(c), Cathy A. Scott, Economic Development Director, presented information regarding the Community Development Block Grant Building Reuse Grant Program. The purpose of the public hearing was to solicit input regarding an application to the North Carolina Department of Commerce, Rural Division, for the Community Development Block Grant Building Reuse Grant funds in the amount of \$750,000 on behalf of JBB Packaging, LLC. These funds would be used for Phase II renovation and upfit costs of the company's industrial building located at 100 Grace Drive, Weldon. The total estimated Phase II renovation and upfit cost was in the amount of \$1,500,000 that included the construction of a mechanical tower, electrical improvements, construction of company offices, mechanical and plumbing improvements, and other general renovations. The company would create 50 new jobs within the next three years with 60% of these jobs to be filled by persons of low-to-moderate income. It was request that the Board approve the pre-application in the amount of \$750,000 in Community Development Block Grant Building Reuse Grant funds on behalf of JBB Packaging, LLC, as matching funds for Phase II building renovations which was due to the North Carolina Department of Commerce Rural Division by May 2, 2019.

After questions were received from the Board to Mrs. Scott, 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 Community Development Block Grant Building Reuse Grant Program.

After comments were received from William Hodge, 425 Rightmyer Drive, Roanoke Rapids, Commissioner Johnson moved that the public hearing be closed. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

B. JBB Packaging, LLC, Rail Spur and Building Reuse Grants

Prior to a public hearing pursuant to N. C. G. S. 158-7.1(c), Cathy A. Scott, Economic Development Director, presented information regarding the JBB Packaging, LLC, Rail Spur and

Building Reuse Grants. The purpose of the public hearing was to receive public comments on the proposed appropriation and expenditure of grant funds from the North Carolina Railroad Company in the amount of \$400,000 and the North Carolina Department of Transportation in the amount of \$200,000 for the purpose of a rail spur to benefit JBB Packaging, LLC. The Board also received public comments on the proposed expenditure of grant funds in the amount of \$750,000 from the North Carolina Department of Commerce, Rural Economic Development, CDBG-Economic Development Building Reuse Fund for renovations to property owned by JBB Properties, LLC, and occupied by JBB Packaging, LLC. These projects would stimulate the local economy, increase the tax base, promote business or result in the creation of a substantial number of new, permanent jobs in Halifax County paying at or above the County average wage. In addition, because the two rail grants were paid by reimbursement, the Board would also need to appropriate \$600,000 in County funds for the rail spur project, which would be reimbursed under the terms of the two rail grant agreements. The County required that all company performance agreements or promissory notes associated with these grants be secured by a deed of trust on the JBB Properties, LLC, property. It was requested that the Board adopt a resolution authorizing the appropriation and expenditure of certain grant funds and other actions related to a rail spur improvement project and building reuse improvements to benefit JBB Packaging, LLC, which is attached to these minutes as Attachment A and to adopt the Grant Project Ordinance, JBB Packaging Rail Spur Project, which is attached to these minutes as Attachment B.

It was requested that the Board approve the appropriation and expenditure of grants funds from the North Carolina Railroad Company in the amount of \$400,000 and from the North Carolina Department of Transportation Rail Access in the amount of \$200,000 for a rail spur to benefit JBB Packaging, LLC. Because the two rail grants were paid by reimbursement, approve the appropriation and expenditure of \$600,000 in County funds for the rail spur project, to be reimbursed under the terms of the two rail grant agreements. Contingent upon the award of grant funds, approve the receipt, and the appropriation and expenditure of grant funds in the amount of \$750,000 from the North Carolina Department of Commerce, Rural Economic Development, CDBG-Economic Development Building Reuse Fund for renovations to property owned by JBB Properties, LLC, and occupied by JBB Packaging, LLC.

Commissioner Qualls 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 JBB Packaging, LLC, Rail Spur and Building Reuse Grants.

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

2. Action on Public Hearings

A. Community Development Block Grant Building Reuse Grant Program

Commissioner Qualls moved to approve the Community Development Block Grant Building Reuse Grant pre-application in the amount of \$750,000 on behalf of JBB Packaging, LLC. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

B. JBB Packaging, LLC, Rail Spur and Building Reuse Grants

Commissioner Qualls moved to adopt the resolution authorizing the appropriation and expenditure of certain grant funds and other actions related to a rail spur improvement project and building reuse improvements to benefit JBB Packaging, LLC, and the Grant Project Ordinance regarding the JBB Packaging, LLC, Rail Spur Project. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

3. FY 2019-2020 Budget Discussions

A. Enfield Fire Department, Inc., Six Mile Fire Tax District

Ronnie Locke, Chief of Operations, and William Crickmore, Captain and Training Officer, Enfield Fire Department, Inc., addressed the Board stating that during the April 16, 2019 Regular Meeting a request was made for more information regarding the proposed increase in the tax percentage in the six-mile fire tax district served by the Enfield Fire Department, Inc., from the current rate of 6.9¢ per \$100 to a 2¢ per \$100 fire tax increase beginning FY 2019-2020. He stated that historically the Town of Enfield had contributed more than its fair share of funding and reviewed the following: Beginning January 1, 2017 through April 27, 2019, there were a total of 946 incidents: Halifax County 743; 79% and Town of Enfield 203; 21%. The budget for this timeframe was in the total amount of \$821,061.95: Halifax County \$653,981.95; 79.6% and Town of Enfield \$167,079.45; 20.4%. 2017 consisted of 377 incidents: Halifax County 306; 81% and Town of Enfield 71; 19%. The 2017 Budget was in the amount of \$309,613.09: Halifax County \$237,613.09; 76.7% and Town of Enfield \$72,000; 23.3%. 2018 consisted of 426 incidents: Halifax County 327; 77% and Town of Enfield 99; 23%. The 2018 Budget was in the amount of \$330,481.35: Halifax County \$258,481.35; 78.2% and Town of Enfield \$72,000; 21.8%. As of April 27, 2019, there were 143 incidents: Halifax County 110; 78% and the Town of Enfield 33; 22%. The 2019 Budget was in the amount of \$180,966.96: Halifax County \$157,887.51; 87.2% and Town of Enfield \$23,079.45; 12.8%.

After a brief discussion was held, Chairman Bryant thanked Mr. Locke for his presentation and advised that the County Manager would notify him regarding the Board's decision.

B. FY 2019-2020 Budget Discussions

Tony N. Brown, County Manager, addressed the Board and stated that in regards to the Budget discussion held during the April 16, 2019 Regular Meeting, Option 1 was the only option that could be presented based on available funds: Option One included only Fund Balance in the amount of \$999,804 for the following: Critical Unfinanced Requirements \$417,770; Critical Capital Requests \$460,038; and Outside Requests \$122,000 for a total Fund Balance in the amount of \$-4.00. It was noted that this option left no Fund Balance available for emergencies,

did not address any employee support needs, and reduced outside requests funding recommended by staff. He then reviewed three options regarding Outside Requests for the Board's consideration.

Chairman Bryant stated that he requested that the County Manager revisit the matter of Home Health and Hospice of Halifax as concerns were expressed regarding the viability of Home Health and Hospice after the presentation of Bruce L. Robistow, Public Health Director, during the April 16, 2019 Regular Meeting and the appropriation of funds in the amount of \$300,000 for FY 2019-2020. A brief discussion was held regarding the sustainability of Home Health and Hospice in regards to expenses and revenues, competition with other agencies, staffing challenges and competitive salaries, and providing mandated services. Mr. Brown stated that as part of the direction regarding the budget options presented to the Board, there needed to be a consensus regarding whether to continue to fund Home Health and Hospice of Halifax in FY 2019-2020 in the amount of \$300,000. A discussion was held with Mr. Robistow regarding the 8 fulltime and 5 part-time employees that had provided excellent service and how they would be affected, the process of selling Home Health and Hospice, and whether to sell both entities as opposed to just selling Home Health, as Hospice was currently self-sustaining.

Mr. Brown stated that seven options were presented to the Board for consideration and six of those options included the addition of Home Health and Hospice of Halifax funds in the amount of \$300,000 as follows:

Option Two included Fund Balance in the amount of \$999,804 and Home Health and Hospice Funds in the amount of \$300,000 which totaled \$1,299,804 for the following: Critical Unfinanced Requirements \$417,770; Critical Capital Requests \$460,038; and Outside Requests Recommended by Staff \$170,500 for a total Fund Balance in the amount of \$251,496. It was noted that this option left a little Fund Balance available for emergencies and did not address any employee support needs.

Option Two A included Fund Balance in the amount of \$999,804 and Home Health and Hospice Funds in the amount of \$300,000 which totaled \$1,299,804 for the following: Critical Unfinanced Requirements \$417,770; Critical Capital Requests \$460,038; and enhanced Outside Requests \$210,500 for a total Fund Balance in the amount of \$210,500. It was noted that this option left a little Fund Balance available for emergencies, provided better support of Outside Request and did not address any employee support needs.

Option Three included Fund Balance in the amount of \$999,804 and Home Health and Hospice Funds in the amount of \$300,000 which totaled \$1,299,804 for the following: Critical Unfinanced Requirements \$417,770; Critical Capital Requests \$460,038; staff recommended Outside Requests \$170,500; and \$300 Employee Bonus \$211,496 for a total Fund Balance in the amount of \$41,496. It was noted that this option left no Fund Balance available for emergencies, and provided short-term employee salary support.

Option Three A included Fund Balance in the amount of \$999,804 and Home Health and Hospice Funds in the amount of \$300,000 which totaled \$1,299,804 for the following: Critical Unfinanced Requirements \$417,770; Critical Capital Requests \$460,038; enhanced Outside

Requests \$210,500; and \$300 Employee Bonus \$210,000 for a total Fund Balance in the amount of \$1,496. It was noted that this option left no Fund Balance available for emergencies, provided short-term employee salary support, and better Outside Request support.

Option Four included Fund Balance in the amount of \$999,804; \$.01 Property Tax Increase \$315,000; and Home Health and Hospice Funds in the amount of \$300,000 which totaled \$1,614,804 for the following: Critical Unfinanced Requirements \$417,770; Critical Capital Requests \$460,038; enhanced Outside Requests \$210,500; and 2% Employee Market Adjustment \$352,682 for a total Fund Balance in the amount of \$173,814. It was noted that the Board could add an additional employee bonus in the amount of \$70,000 per \$100 increments. It was further noted that this option left little Fund Balance available for emergencies, provided long-term employee salary support, and better Outside Request support.

Option Five included Fund Balance in the amount of \$999,804; \$.02 Property Tax Increase \$630,000; and Home Health and Hospice Funds in the amount of \$300,000 which totaled \$1,929,804 for the following: Critical Unfinanced Requirements \$417,770; Critical Capital Requests \$460,038; enhanced Outside Requests \$210,500; 2% Employee Market Adjustment \$352,682; and Employee Pay For Performance Plan \$259,283 for a total Fund Balance in the amount of \$229,531. It was noted that the Board could add an additional employee bonus in the amount of \$70,000 per \$100 increments. It was further noted that this option left some Fund Balance available for emergencies, provided long-term employee salary support and performance pay, and better Outside Request support.

Mr. Brown requested that the Board provide direction regarding Home Health and Hospice of Halifax.

With regret, Commissioner Brewer moved to rescind the motion made during the January 22, 2019 Regular Meeting to approve the Board of Health's request to appropriate funds in the amount of \$300,000 for the FY 2019-2020 Halifax Home Health and Hospice Budget and to charge the Health Director with providing the Board of Commissioners with a monthly financial report. Commissioner Manning seconded the motion.

The votes were as follows:

Commissioner Manning	Aye
Commissioner Johnson	Nay
Commissioner Bryant	Aye
Commissioner Qualls	Aye
Commissioner Brewer	Aye

Chairman Bryant requested direction from the Board regarding the budget options presented, it was the consensus of the Board to provide direction to the County Manager to utilize Option Two.

It was the consensus of the Board to deny the request for an increase in the tax percentage in the six-mile fire tax district served by the Enfield Fire Department, Inc., from the current rate of 6.9¢ per \$100 to a 2¢ per \$100 fire tax increase beginning FY 2019-2020.

The Board thanked the County Manager and his staff for a job well done.

4. Other Business

There was no other business for discussion.

5. Closed Session

Commissioner Johnson moved that Closed Session be entered pursuant to N. C. G. S. §143-318.11(a) to discuss (3) Legal Matters. Commissioner Manning seconded the motion, which passed unanimously by voice vote.

Commissioner Qualls moved to return to Regular Session. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

M. Glynn Rollins, Jr., County Attorney, addressed the Board stating that the County had a lease agreement that was executed in 2007 between the County and Easter Seals UCP North Carolina for County property located at 1710 Watkins Drive, Weldon, that terminated June 30, 2008 and was a holdover lease since that time. It was recommended that the Easter Seals UCP North Carolina lease be terminated and that notice be provided of the termination and request that the tenant attempt to negotiate a new lease or purchase the property.

Commissioner Qualls moved to approve that the Easter Seals UCP North Carolina lease be terminated and that notice be provided of the termination and request that the tenant attempt to negotiate a new lease or purchase the property. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

Commissioner Qualls stated that Roseburg Forest Products was a huge timber conglomerate that was actively purchasing land in Halifax County and may be planning to purchase Klausner Lumber Two.

6. Adjourn until May 6, 2019 Regular Meeting

Commissioner Brewer moved to adjourn the meeting until the May 6, 2019 Regular Meeting. Commissioner Bryant seconded the motion, which passed unanimously by voice vote.

Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

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

RESOLUTION AUTHORIZING THE
APPROPRIATION AND EXPENDITURE OF CERTAIN GRANT FUNDS
AND OTHER ACTIONS RELATED TO A RAIL SPUR IMPROVEMENT PROJECT
AND BUILDING REUSE IMPROVEMENTS TO BENEFIT JBB PACKAGING LLC

WHEREAS, JBB Packaging LLC (the Company) intends to locate 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 "by the allocation of other revenues whose use is not otherwise restricted by law"; and

WHEREAS, the County has been awarded grant funds from North Carolina Railroad Company in the amount of \$400,000.00 and from the North Carolina Department of Transportation in the amount of \$200,000.00 for the purpose rail spur improvements to benefit JBB Packaging LLC (the Rail Grants or Rail Grant Funds); and

WHEREAS, the Rail Grant Funds will be reimbursed to the County as design and construction of the rail spur improvements are accomplished by the County, thus requiring the advance of the cost of design and construction by the County; and

WHEREAS, the Rail Grants are subject to certain performance by the Company, including job creation, taxable capital investment and rail use; and

WHEREAS, Halifax County is applying for a \$750,000 CDBG Building Reuse Grant from the N. C. Department of Commerce, Rural Economic Development Division, in support of the Company's expansion plans; and

WHEREAS, it is anticipated that the CDBG Building Reuse Grant application will be approved; and

WHEREAS, the anticipated grant funds will be paid over to Halifax County for disbursement to the Company, subject to terms and conditions, including provisions related to job creation and taxable capital investment; and

Attachment A

WHEREAS, the County will require that all company performance agreements or promissory notes associated with the Rail Grants and the CDBG Building Reuse Grant be secured by a first lien deed of trust on the JBB Properties LLC property located at 100 Grace Drive, Weldon, North Carolina and more particularly described in a deed recorded in Book 2581, Page 719, Halifax Public Registry; and

WHEREAS, the Halifax County Board of Commissioners held a public hearing pursuant to G.S. 158-7.1(c) regarding the appropriation and expenditure of the Rail Grant Funds and the anticipated CDBG Building Reuse Grant funds; and

WHEREAS, the Board finds that 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 grants funds from North Carolina Railroad Company in the amount of \$400,000.00 and from North Carolina Department of Transportation Rail Access in the amount of \$200,000.00 for a rail spur to benefit JBB Packaging LLC. Further, because these two rail grants are paid by reimbursement, the Board does hereby approve the appropriation and expenditure of \$600,000 in county funds for the rail spur project, to be reimbursed under the terms of these two rail grant agreements.

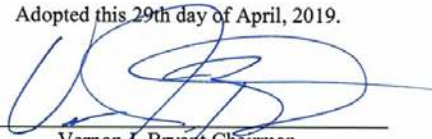
2. Contingent upon award of grant funds, the Board does hereby approve the receipt, appropriation and expenditure of grant funds in the amount of \$750,000.00 from the NC Department of Commerce, Rural Economic Development, CDBG-Economic Development Building Reuse Fund for renovations to property owned by JBB Properties LLC and occupied by JBB Packaging LLC.

3. The Board does hereby authorize the Chairman and other appropriate county officials and staff to execute all documents reasonably necessary to carry out the purposes set forth in this resolution, including but not limited to all grant agreements, company performance agreements and company


Attachment A

promissory notes. In addition, the County shall require all instruments necessary to obtain a first lien deed of trust on the real property located at 100 Grace Drive, Weldon, North Carolina, and described in Deed Book 2581, Page 719, Halifax Public Registry, to indemnify the County from any loss resulting from the failure of the Company to perform its obligations associated with these grants. All documents or instruments shall require the approval of the County Attorney.

Adopted this 29th day of April, 2019.



Vernon J. Bryant Chairman
Halifax County Board of Commissioners


Andrea H. Wiggins, MMC
Clerk to the Board

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 Company 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 Company (NCRR) Grant	\$400,000.00
NC Department of Transportation (NCDOT) Rail Access Funds	\$200,000.00
Total	\$600,000.00

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

Rail Spur Construction	\$496,920.00
Rail Engineering & Construction Administration/Observation	\$ 78,234.00
Contingency	\$ 24,846.00
Grand Total	\$600,000.00

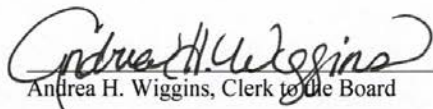
Section 5: The Finance Director is hereby directed to maintain within the Grant Project Fund sufficient detailed account to provide the accounting to the North Carolina Railroad Company and North Carolina Department of Transportation required by the Grant Agreements and other state or federal regulations.

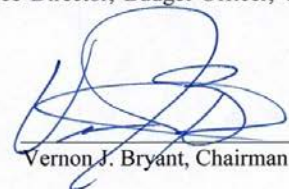
Section 6: If all grant agreements identified in this project ordinance are in proper order, funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement requests will be made to the grant agencies in a timely and effective manner, with immediate repayment to the 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 29th day of April, 2019.

ATTEST:


Andrea H. Wiggins, Clerk to the Board


Vernon J. Bryant, Chairman



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Doris Hawkins, Halifax County Tax Collector

SUBJECT: Property Tax Refunds and Releases - June 2019

DATE: July 8, 2019 Regular Meeting

SUPPORTING INFORMATION:

Fred W. Davis; 107 Appleton Dr, Roanoke Rapids, NC 27870

Parcel 0911172: detached garage double-billed in error

2015	G01	\$84.68
	RRR	\$75.51
	RRS	\$26.10
2016	G01	\$90.48
	RRR	\$75.51
	RRS	\$26.10
2017	G01	\$90.48
	RRR	\$75.51
	RRS	\$26.10
	TOTAL	\$570.47

ATTACHMENTS:

Description

▣ Releases

TOTAL COST:

COUNTY COST:

REQUEST: Approve the June 2019 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.


Halifax County Tax Department

Post Office Box 68
357 Ferrell Lane
Halifax, NC 27839
Phone: (252) 583-2121
Fax: (252) 583-9311

Doris B. Hawkins, Tax Coordinator/Collector
hawkinsd@halifaxnc.com

C. Shane Lynch, Tax Assessor
lynchc@halifaxnc.com

TO: Halifax County Commissioners

FROM: Doris Hawkins, Tax Coordinator/Collector 

Date: June 28, 2019

In accordance with G.S. 105-380 and G.S. 105-381 the following figures are the tax bills that required release during the month of June 2019 and do not require a refund. Your approval of the releases is required for the records to stand corrected.

Please refer to the detailed report of releases on file with the Clerk to the Board for further information. Thank you for your attention to this matter.

Number of accounts: 2
Tax year(s): 2018
Total County levy: \$669.01

Reason for Change	Real Property	Personal Property
Detached garage double-billed in error	1	0
Rollback bill created in error	1	0
	2	0



Where the Spirit of Independence Was Born



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Renee Perry, HRM Director

SUBJECT: 2020 Holiday Schedule

DATE: July 8, 2019 Regular Meeting

SUPPORTING INFORMATION:

Attached, you will find the 2020 Holiday Schedule for Halifax County Government.

ATTACHMENTS:

Description

2019-2020 Holiday Schedule

TOTAL COST:

COUNTY COST:

REQUEST: Approve the 2020 Holiday Schedule.

Halifax County Holiday Schedule

Holiday	Calendar Year 2019		Calendar Year 2020	
New Year's Day	Tuesday	January 1st	Wednesday	January 1st
Martin Luther King, Jr. Day	Monday	January 21st	Monday	January 20th
Easter <i>(Good Friday)</i>	Friday	April 19th	Friday	April 10th
Memorial Day	Monday	May 27th	Monday	May 25th
Independence Day	Thursday Friday	July 4th July 5th	Friday	July 3rd
Labor Day	Monday	September 2nd	Monday	September 7th
Veteran's Day	Monday	November 11th	Wednesday	November 11th
Thanksgiving	Thursday Friday	November 28th November 29th	Thursday Friday	November 26th November 27th
Christmas	Tuesday Wednesday Thursday	December 24th December 25th December 26th	Thursday Friday	December 24th December 25th

BOC approved: July 8, 2019



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 - Virginia N. Orvedahl, Library Director

DATE: July 8, 2019 Regular Meeting

SUPPORTING INFORMATION:

Please adopt the retirement resolution and recognize Virginia N. Orvedahl for her service to the county. Attached is the retirement resolution.

ATTACHMENTS:

Description

- ▢ Retirement Resolution - Virginia N. Orvedahl

TOTAL COST:

COUNTY COST:

REQUEST: Adopt the retirement resolution and recognize Mrs. Orvedahl for her service to the county.

Resolution

✧ **WHEREAS, VIRGINIA N. ORVEDAHL**, decided to retire as a Library Director with the Halifax County Library System effective June Thirtieth of the Year Two Thousand and Nineteen; and

✧ **WHEREAS**, she has spent Twenty-Nine years with local government; Virginia 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, July Eighth of the Year Two Thousand and Nineteen, the Halifax County Board of Commissioners did honor Virginia N. Orvedahl 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



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 - Carmella Martin, Public Health

DATE: July 8, 2019 Regular Meeting

SUPPORTING INFORMATION:

Please adopt the retirement resolution and acknowledge Carmella Martin for her service to the county. Attached is the retirement resolution.

ATTACHMENTS:

Description

▢ Retirement Resolution - Carmella Martin

TOTAL COST:

COUNTY COST:

REQUEST: Adopt the retirement resolution and recognize Ms. Martin for her service to the county.

Resolution

✧ **WHEREAS, CARMELLA MARTIN**, decided to retire as a Processing Assistant IV with the Halifax County Public Health System effective June Thirtieth of the Year Two Thousand and Nineteen; and

✧ **WHEREAS**, she has spent Twenty-Four years with local government; Carmella 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, July Eighth of the Year Two Thousand and Nineteen, the Halifax County Board of Commissioners did honor Carmella Martin 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



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 - Barbara C. Boone, Social Services

DATE: July 8, 2019 Regular Meeting

SUPPORTING INFORMATION:

Please adopt the retirement resolution and recognize Barbara C. Boone for her service to the county. Attached is the retirement resolution.

ATTACHMENTS:

Description

- ▢ Retirement Resolution - Barbara C. Boone

TOTAL COST:

COUNTY COST:

REQUEST: Adopt the retirement resolution and recognize Ms. Boone for her service to the county.

Resolution

✧ **WHEREAS, BARBARA C. BOONE**, decided to retire as a Social Worker – Investigative, Assessment and Treatment with the Halifax County Department of Social Services effective June Thirtieth of the Year Two Thousand and Nineteen; and

✧ **WHEREAS**, she has spent Thirty years with local government; Barbara 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, July Eighth of the Year Two Thousand and Nineteen, the Halifax County Board of Commissioners did honor Barbara C. Boone 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



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Renee Perry, HR Management Director

PRESENTER: County Commissioners

SUBJECT: Retirement Resolution - Rose A. Whitaker, Social Services

DATE: July 8, 2019 Regular Meeting

SUPPORTING INFORMATION:

Please adopt the retirement resolution and recognize Rose A. Whitaker for her service to the county. Attached is the retirement resolution.

ATTACHMENTS:

Description

- ▢ Retirement Resolution - Rose A. Whitaker

TOTAL COST:

COUNTY COST:

REQUEST: Adopt the retirement resolution and recognize Mrs. Whitaker for her service to the county.

Resolution

✧ **WHEREAS, ROSE A. WHITAKER**, decided to retire as a Social Worker II with the Halifax County Department of Social Services effective June Thirtieth of the Year Two Thousand and Nineteen; and

✧ **WHEREAS**, she has spent Thirty years with local government; Rose 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, July Eighth of the Year Two Thousand and Nineteen, the Halifax County Board of Commissioners did honor Rose A. Whitaker 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



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Renee Perry, HR Management Director

PRESENTER: County Commissioners

SUBJECT: Retirement Resolution - Gurmeet S. Suri, Sheriff's Office

DATE: July 8, 2019 Regular Meeting

SUPPORTING INFORMATION:

Please adopt the retirement resolution and recognize Gurmeet S. Suri for his service to the county. Attached is the retirement resolution.

ATTACHMENTS:

Description

- ▢ Retirement Resolution - Gurmeet S. Suri

TOTAL COST:

COUNTY COST:

REQUEST: Adopt the retirement resolution and recognize Mr. Suri for his service to the county.

Resolution

✧ **WHEREAS, GURMEET S. SURI**, decided to retire as a Detention Officer with the Halifax County Sheriff's Office effective June Thirtieth of the Year Two Thousand and Nineteen; and

✧ **WHEREAS**, he has spent Eight years with local government; Gurmeet 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, July Eighth of the Year Two Thousand and Nineteen, the Halifax County Board of Commissioners did honor Gurmeet S. Suri 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



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: Public Comment Period

DATE: July 8, 2019 Regular Meeting

SUPPORTING INFORMATION:

Attached, please find the Public Comment Period Statement.

ATTACHMENTS:

Description

▢ Public Comment Period Statement

TOTAL COST:

COUNTY COST:

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: Ian M. Bumgarner, Senior Management Analyst

PRESENTER: Craig Dobyns, Moseley Architects Project Manager

SUBJECT: Jail Expansion Project Presentation

DATE: July 8, 2019 Regular Meeting

SUPPORTING INFORMATION:

Craig Dobyns of Moseley Architects will be presenting the latest jail expansion designs for approval of the Board of Commissioners.

ATTACHMENTS:

Description

▢ Jail Expansion Presentation

TOTAL COST:

COUNTY COST:

REQUEST: Request the Board approve Moseley Architects to proceed with the designs presented and move forward with the project.



HALIFAX COUNTY, NORTH CAROLINA

Update on the Sheriff's Office and Jail Upgrade Project

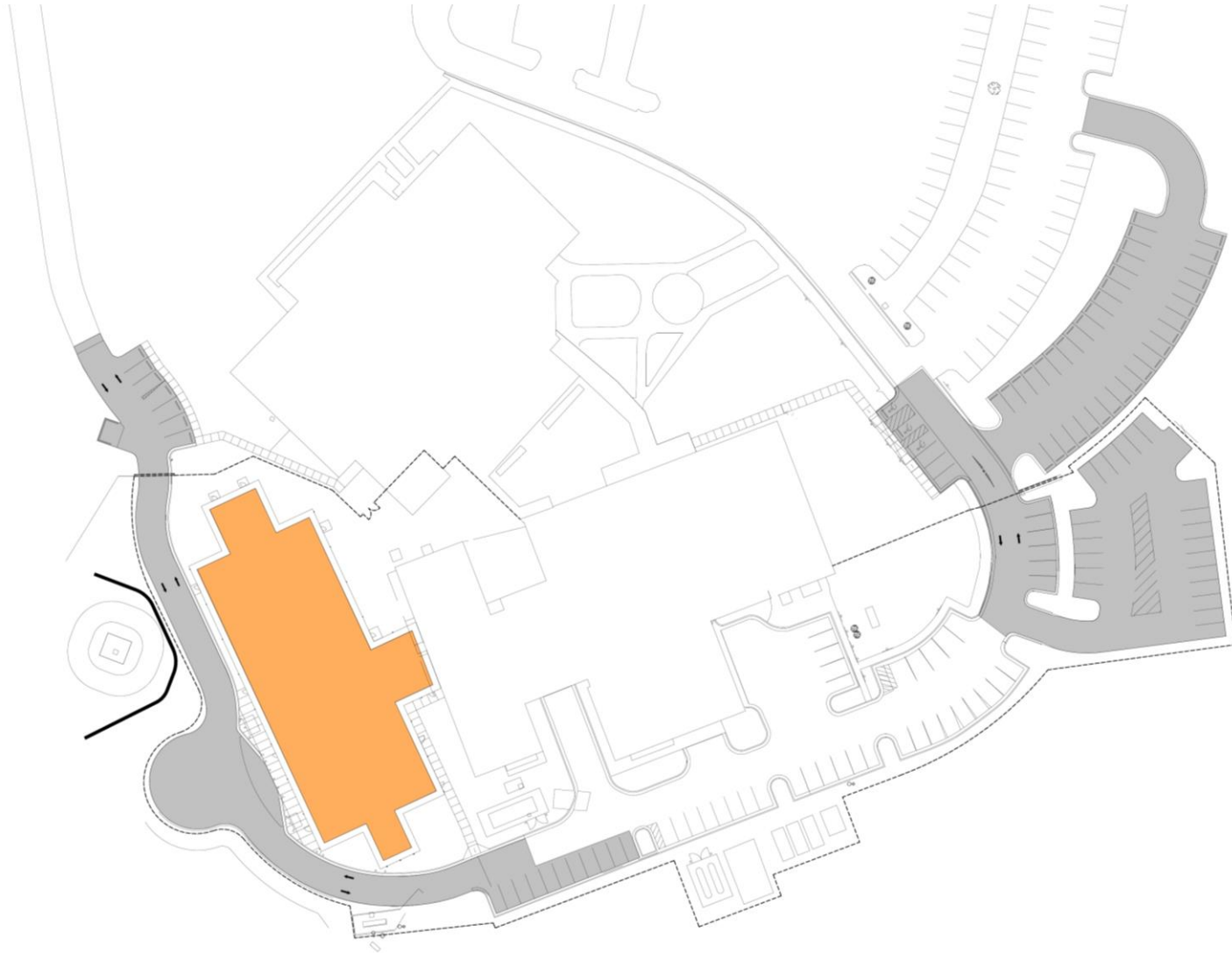
July 8, 2019

Board of Commissioners Meeting

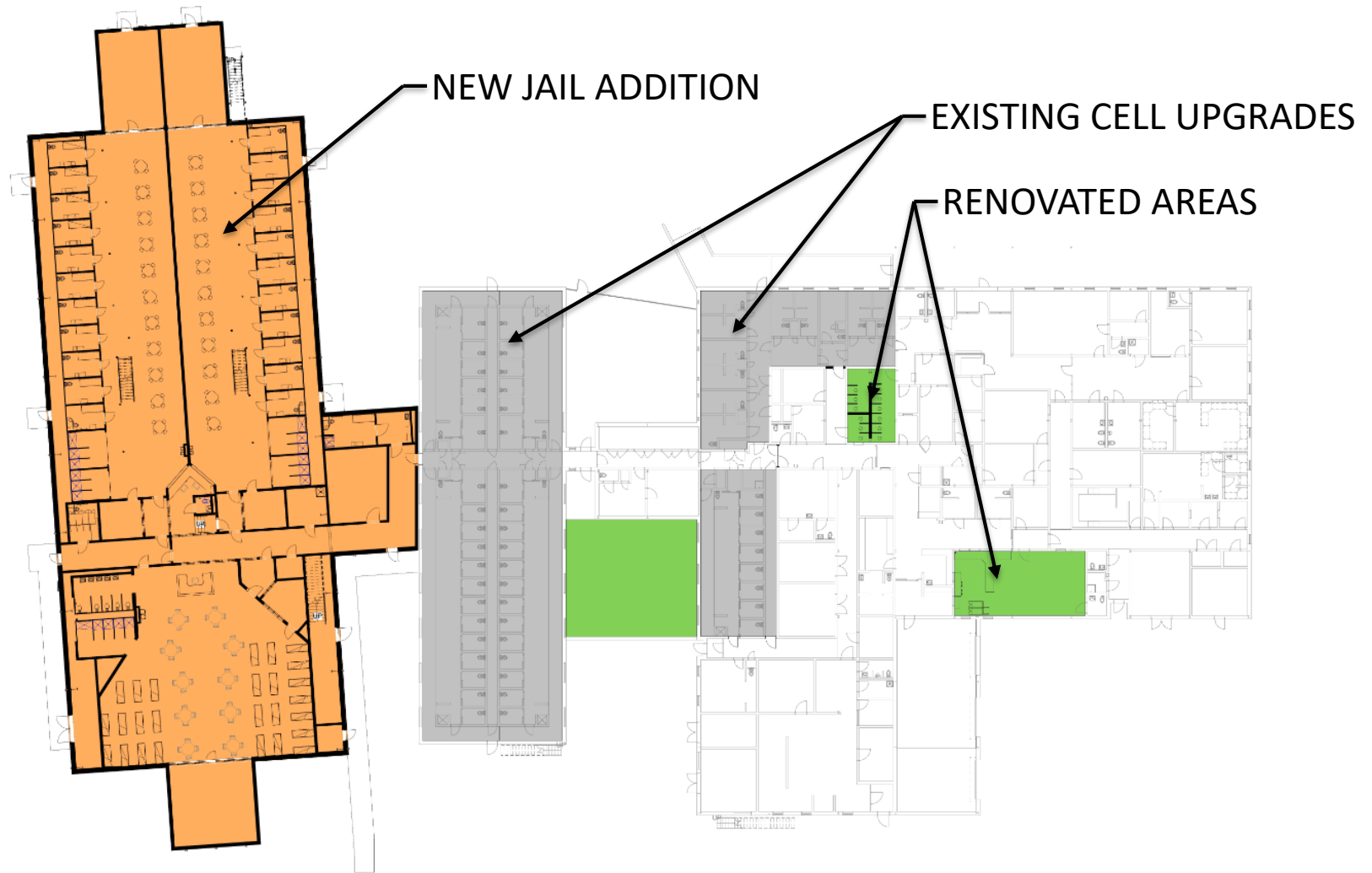
Update on the Project

- County Staff, Sheriff's Office and Architects met on May 14th to discuss the scope in rebidding the Sheriff's Office and Jail Upgrade Project.
- The revised scope is as follows:
 - The Site shall follow the 2013 design with an Impound Lot and Security Fencing encompassing the back of the facility.
 - The Sheriff's Office Addition and Renovation in the previous design shall not be part of the 2019 design.
 - Jail Addition
 - Two Tired Housing Unit with outdoor recreation (94 new bed capacity)
 - Dorm Unit with outdoor recreation (40 new bed capacity)
 - One Isolation Cell (1 new bed capacity)
 - Total new bed capacity (135 beds)
 - Jail Upgrades
 - Current Cells shall get smoke control and sprinklers to meet jail standards
 - Video Visitation infrastructure
 - Security System Upgrades
 - Existing Outdoor Recreation Area will be renovated to meet jail standards

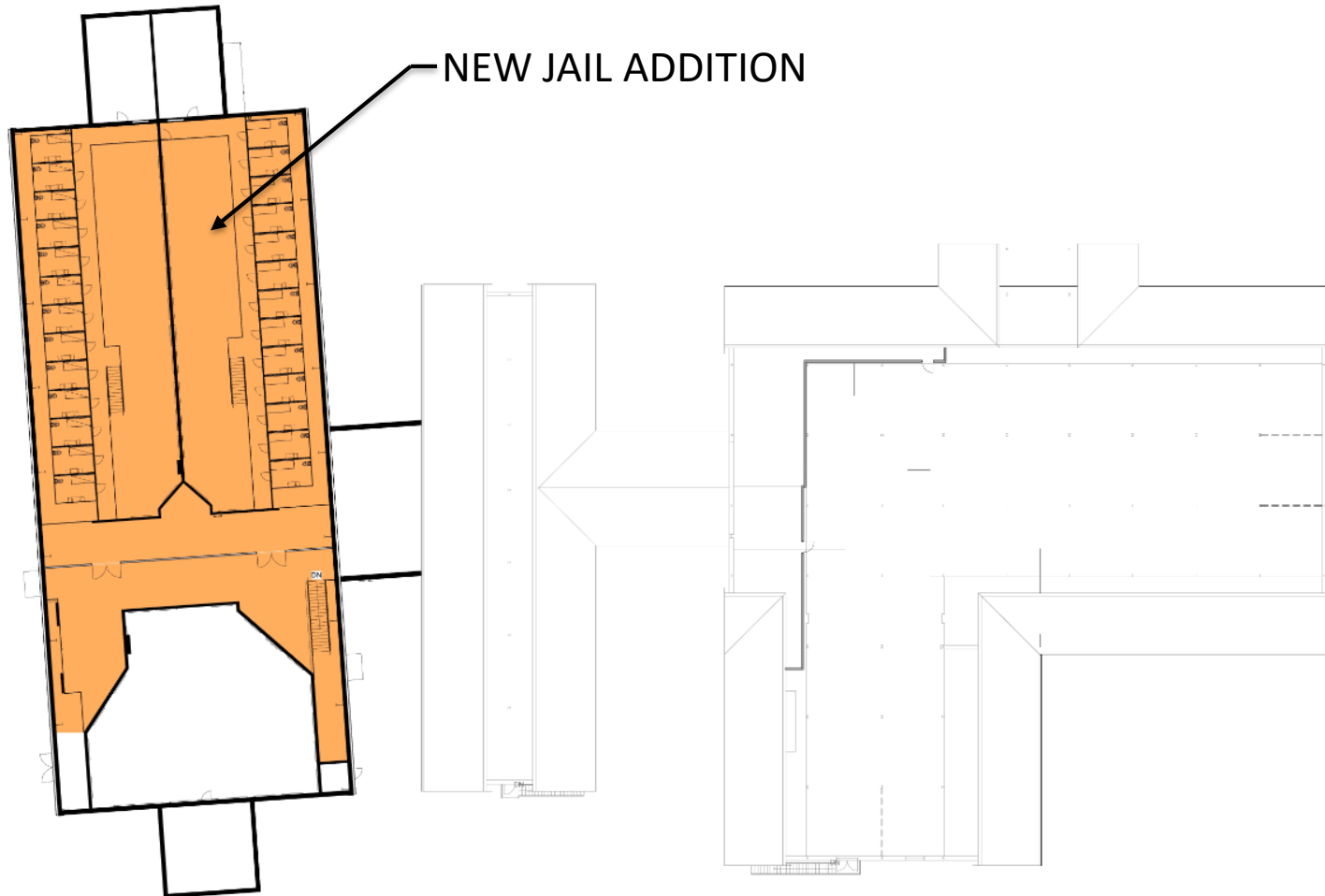
Site Plan



Jail Addition First Floor Plan



Jail Addition Second Floor Plan





MOSELEYARCHITECTS
A PROFESSIONAL CORPORATION

Date: June 26, 2019

Computed By: DRM

Checked By: DRM

Sheet Number: 1 of 1

Item No.	Description	Area	Unit	Unit Cost	Total Cost
	Construction Costs				
1	New Jail Construction	25,000	SF	\$325.00	\$8,125,000.00
2	New Jail Construction - Recreation Yards	2,000	SF	\$225.00	\$450,000.00
3	Renovation Area to Existing	1,800	SF	\$200.00	\$360,000.00
4	Repair Existing Recreation Yard	1,500	SF	\$125.00	\$187,500.00
5	New Sprinkler and Smoke Control System to Existing Jail	11,200	SF	\$100.00	\$1,120,000.00
6	Site Development / Fencing Alterations	N/A	N/A	lump sum est.	\$150,000.00
7	Security Electronics Upgrade to Existing Jail	N/A	N/A	lump sum est.	\$200,000.00
8	Construction / Design Contingency	N/A	%	5.00%	\$529,625.00
9	Cost Escalation Contingency (12 months)	N/A	%	10.00%	\$1,112,212.50
	Subtotal				\$12,234,337.50
	Estimated Construction Cost - Building and Sitework	41,500	SF	\$294.80	\$12,234,337.50
	TOTAL ESTIMATED PROJECT BUDGET - 135 new beds				\$12,234,337.50
	New jail addition to consist of:				
	(2) - medium security unit - 47 beds each (24 dbl.cells)				
	(1) - 40 bed minimum security dormitory unit				
	(1) - Isolation negative pressure bed				
	Notes:				

Proposed Project Schedule

- July 8, 2019 – Board of Commissioners Project Presentation
- August 22, 2019 – Submit to State
- November 12 – Ready for Bid
- December 10 – Receive Bids

Thank You

for this opportunity to meet with you and present an update on the Sheriff's Office and Jail Upgrade Project





AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Tony Alston, Halifax County Schools

PRESENTER: Tony Alston, Halifax County Schools

SUBJECT: Halifax County Schools Lottery Funds Request

DATE: July 8, 2019 Regular Meeting

SUPPORTING INFORMATION:

Attached, please find the Halifax County Schools Lottery Funds Requests.

ATTACHMENTS:

Description

- ▢ Halifax County Schools Lottery Funds Request

TOTAL COST:

COUNTY COST:

REQUEST: Approve the Halifax County Schools Lottery Funds Requests.



Office of the Superintendent

Dr. Eric L. Cunningham

Telephone: (252) 583-5111

Fax: (252) 583-1474

June 13, 2019

Mr. Tony Brown

County Manager

10 North King Street

Halifax, NC 27839

Dear Mr. Brown,

Halifax County Schools is requesting board approval of a lottery fund application. This project will renovate the athletic track at Northwest Halifax Collegiate and Technical Academy. We are requesting approval in the amount of \$150,000.00 for the project. At this time Halifax County Schools has an unallocated balance of \$240,007.96.

This application was approved by the Halifax School Board on June 10, 2019. Attached to this letter is the signed form. Thank you for your continued support to the students, staff and administrators of Halifax County Schools. Mr. Anthony Alston, Director of School Operations will serve as my designee.

Sincerely,


Dr. Eric Cunningham

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Halifax

Contact Person: Tony Alston

LEA: 420

Title: Director of Operations

Address: 9525 Hwy 301 Halifax, NC 27839

Phone: 252-583-2831

Project Title: Northwest Athletic Track Renovation

Location: Northwest Collegiate and Technical Academy 8492 Hwy 48 Littleton, NC 27850

Type of Facility: Public School

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds...

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Replace asphalt track

Estimated Costs:

Purchase of Land	\$	
Planning and Design Services		
New Construction		
Additions / Renovations		150,000.00
Repair		
Debt Payment / Bond Payment		
TOTAL	\$	150,000.00

Estimated Project Beginning Date: 8/1/2019 Est. Project Completion Date: 10/31/2019

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 150,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners)

(Date)

Claude E. Cooper

6/10/2019

(Signature — Chair, Board of Education)

(Date)



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Doris Hawkins, Halifax County Tax Collector

PRESENTER: Doris Hawkins, Tax Collector

SUBJECT: 2018 Property Tax Settlement, Report of Insolvents and Order for the Tax Collector to Collect Property Taxes

DATE: July 8, 2019 Regular Meeting

SUPPORTING INFORMATION:

The 2018 Property Tax Settlement will be presented during the meeting. The Order to Collect and Report of Insolvents are attached for your review.

ATTACHMENTS:

Description

- ▣ Order to Collect 2019
- ▣ Report of Insolvents

TOTAL COST:

COUNTY COST:

REQUEST: Approve the 2018 Property Tax Settlement, Report of Insolvents and authorize the Order to Collect.



County of Halifax
State of North Carolina

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

Tony N. Brown
County Manager
brownt@halifaxnc.com

State of North Carolina
County of Halifax

To the Tax Collector of Halifax County:

Pursuant to the provisions of North Carolina General Statutes 105-321, 105-366, 105-367 and 105-368, the Halifax County Board of Commissioners passed the following order:

You are hereby authorized, empowered and commanded to collect the taxes remaining unpaid as set forth in the tax records filed in the office of the Halifax County Tax Collector, and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. You are further authorized, empowered, and commanded to collect the taxes charged and assessed as provided by law for adjustments, changes, and additions to the tax records and tax receipts delivered to you which are made in accordance with law. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Halifax, Town of Enfield, Town of Halifax, Town of Hobgood, Town of Littleton, City of Roanoke Rapids, Town of Scotland Neck, Town of Weldon, Halifax County Schools District, Roanoke Rapids Graded Schools District, Weldon City Schools District, Arcola Fire District, Darlington Fire District, Davie Fire District, Enfield Fire District, Hobgood Fire District, Halifax Fire District, Littleton Fire District, Rheasville Fire District, Scotland Neck Fire District, Tillery Fire District and Weldon Fire District. and this Order shall be a full and sufficient authority to direct, require and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with the law.

You are hereby authorized to proceed first against personal property of taxpayers whose taxes are delinquent to enforce the collection of said taxes as provided in North Carolina General Statutes 105-366 and 105-368.

You are hereby authorized to direct executions to the Sheriff of Halifax County to levy on and sell any personal property of taxpayers whose taxes are delinquent for the collection of said taxes as provided in North Carolina General Statute 105-367.

Witness my hand and official seal this 8th day of July, 2019.

Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

ATTEST

Andrea H. Wiggins, MMC
Clerk to the Board

Where the Spirit of Independence Was Born

Halifax County Tax Department

Post Office Box 68
357 Ferrell Lane
Halifax, NC 27839
Phone: (252) 583-2121
Fax: (252) 583-9311

Doris B. Hawkins, Tax Coordinator/Collector
hawkinsd@halifaxnc.com

C. Shane Lynch, Tax Assessor
lynchc@halifaxnc.com

Report of Insolvents

To: Halifax County Board of Commissioners

The undersigned Tax Collector respectfully reports that certain personal property taxes levied for the tax year 2018 remain uncollected, such uncollected taxes being set out below. Said taxes are not liens upon real estate. The undersigned Tax Collector has made diligent efforts to collect said taxes by use of remedies against personal property as provided by law but has been unable to locate sufficient property belonging to delinquent taxpayers out of which the taxes might be collected. In every instance in which the Tax Collector has been able to discover through diligent inquiry the existence of property belonging to delinquent taxpayers within other taxing units in North Carolina, the undersigned has proceeded under the provisions of G.S. 105-364.

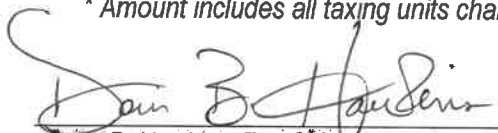
Account & Taxpayer's Name	Tax Year / Number of Bills	Principal Tax Amount Due
Report on file in Tax Department	2018 / 506	\$65,526.21 *

Further, the Tax Collector respectfully reports that certain real and personal property taxes levied for the tax years 2004 through 2018 remain uncollected, such uncollected taxes being set out below. Said taxes are deemed uncollectible for two possible reasons: property which was sold free and clear of all liens by tax foreclosure even though proceeds were not sufficient to clear all property taxes or liens which did not survive bankruptcy discharge. The Tax Collector respectfully requests permission to write-off these certain bills as specified below.

Account & Taxpayer's Name	Tax Year / Number of Bills	Principal Tax Amount Due
Real Property - report on file in Tax Department	2004 - 2018 / 13	\$15,796.40 *
Personal Property – report on file in Tax Department	2004 – 2016 / 33	\$2,832.14 *

The undersigned requests the above-listed taxes be declared insolvent and credited upon annual settlement this 28th day of June, 2019.

* Amount includes all taxing units charged for collection.


Doris B. Hawkins, Tax Collector

Sworn and subscribed to before me, this the 8th day of July, 2019.

Andrea H. Wiggins, Clerk to the Board



Where the Spirit of Independence Was Born



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

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

PRESENTER: Chris Rountree, Planning Director

SUBJECT: Halifax County Solar Energy Systems Ordinance

DATE: July 8, 2019 Regular Meeting

SUPPORTING INFORMATION:

On June 3, 2019, the Board held a public hearing on the "Halifax County Solar Energy Systems Ordinance" recommended by the Planning Board. The Board deferred action after that public hearing. On June 17, 2019, the Board discussed the proposed ordinance at length and directed staff to make certain deletions, changes and amendments to the initial version. The revised ordinance is now presented to the Board for adoption. Attached is a "redlined" copy of the ordinance so you can see the changes that have been made at your direction. Also attached is a resolution for the adoption of the revised ordinance. Finally, for ease of recollection, a copy of the moratorium on solar energy system permit applications is attached. This moratorium will expire on July 9 if you do not adopt the proposed solar energy systems ordinance.

ATTACHMENTS:

Description

- ▢ "Redlined" version of SES Ordinance
- ▢ Resolution to Adopt Solar Energy Systems Ordinance
- ▢ Moratorium

TOTAL COST:N/A

COUNTY COST:N/A

REQUEST: Consider adoption of the attached resolution concerning the "Halifax County Solar Energy Systems Ordinance."

[Redlined version of final draft of ordinance]

ATTACHMENT TO RESOLUTION TO ADOPT
THE HALIFAX COUNTY SOLAR ENERGY SYSTEMS ORDINANCE
AND TO REPEAL A PRIOR MORATORIUM ORDINANCE

July 8, 2019

Code of Ordinances of Halifax County, North Carolina
Chapter 46. Planning
Article III. Solar Energy Systems

Sec. 46-34. - Authority and Short Title.

This ordinance is adopted pursuant to Chapter 153A, Article 18, North Carolina General Statutes and shall be known and may be cited and referenced as the Halifax County Solar Energy Systems Ordinance.

Sec. 46-35. - Purpose.

The purpose of this article is to facilitate the construction, installation, and operation of Solar Energy Systems (SESs) in Halifax County in a manner that promotes economic development and ensures the protection of health, safety, and welfare while also avoiding adverse impacts to important areas such as agricultural lands, endangered species habitats, conservation lands, and other sensitive lands. It is the intent of this ordinance to encourage the development of SESs that reduce reliance on foreign and out-of-state energy resources, bolster local economic development and job creation, support the diversification of the state's energy portfolio, strengthen energy and grid security, reduce greenhouse gas emissions, reduce local air and water pollution, and aid North Carolina in meeting its Renewable Portfolio Standard. This article is not intended to abridge safety, health or environmental requirements contained in other applicable codes, standards, or ordinances. The provisions of this article shall not be deemed to nullify any provisions of local, state or federal law.

Sec. 46-36. - Definitions.

a. Solar Energy System (SES) means the components and subsystems required to convert solar energy into electric or thermal energy suitable for use. The area of the system includes all the land inside the perimeter of the system, which extends to any fencing. The term applies, but is not limited to, solar photovoltaic (PV) systems, solar thermal systems, and solar hot water systems. A system fits into one of three system types: Level 1 SES, Level 2 SES, and Level 3 SES.

- b. *Level 1 Solar Energy System* (Level 1 SES) includes the following:
- (1) an SES that is roof-mounted on an otherwise code-compliant structure.
 - (2) a ground-mounted SES covering an area of one acre or less, but no more than 50% of the footprint area of the primary structure on the parcel, if any.
 - (3) an SES covering a permanent parking lot or other hardscape area.
 - (4) a building integrated SES (i.e., shingle, hanging solar, canopy, etc.).
- c. *Level 2 Solar Energy System* (Level 2 SES) means a ground-mounted system not included in Level 1 that meets the area restriction of the particular zoning district specified below:
- | | |
|--------------------------------------|-----------------|
| (1) R-A (residential agricultural): | SES ≤ 1/2 acres |
| (2) HB (highway business): | SES ≤ 10 acres |
| (3) LI (light industrial): | SES of any size |
| (4) HI (heavy industrial): | SES of any size |
| (5) EHI (enhances heavy industrial): | SES of any size |
| (6) O&I (office and institutional): | SES ≤ 10 acres |
| (7) AP (airport district): | SES ≤ 10 acres |
- d. *Level 3 Solar Energy System* (Level 3 SES) means any SES that does not satisfy the parameters for a Level 1 or Level 2 Solar Energy System.

Sec. 46-37. - Applicability

This article applies to the construction of any new SES within the planning jurisdiction of Halifax County.

This article shall not apply to any SES that was permitted prior to the effective date hereof, provided, however, that modifications to any SES that increase the SES area by more than 5% of its original footprint, or changes to the type of solar panel used in any SES (e.g. a change from photovoltaic to solar thermal panels) shall be subject to the applicable provisions of this article.

Maintenance or repair to an SES is not subject to this article.

Sec. 46-38. - Compliance With Other Codes, Rules and Regulations.

This article does not supersede, supplant or preempt other applicable local, state or federal ordinances, codes, statutes, rules or regulations related to the site, design, construction and use of solar energy systems, including the issuance of all related permits. Such matters include, but are not limited to, county building codes (including applicable building, electrical and plumbing permits), avoidance of wastewater systems as required by the N.C. Dept. of Health and Human Services, storm water permits as may be required by the N.C. Dept. of Environmental and Natural Resources, regulations related to historic districts and sites, and FAA regulations related to SESs that are proximate to airport facilities.

In addition to compliance with this article, an SES must be constructed in accordance with established county building codes.

Sec. 46-39. - Zoning Permits Required.

The type of zoning permit required under the Halifax County Zoning Ordinance is displayed in Table 1: Permit Requirements. A separate Conditional Use Permit application shall be required for each non-contiguous parcel. Compliance or proposed compliance with this article alone does not establish a prima facie case of compliance with the separate standards that must be met for a conditional use permit.

[This space is intentionally blank. Table 1 follows.]

Table 1: Permit Requirements

							Types of Zoning Permit Required: P= Permitted Use; D= Applicable Development Standards; CUP= Conditional Use Permit											
Zoning District	RA		R-12		R-8	R-6	LR	GC	TC	HB	LB	NSD	LI	HI	EH	O & I	AP	PUD
Solar Energy Facilities																		
Roof-mounted, parking lot cover, or building integrated (Level 1)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Ground-mounted:																		
up to 50% of the footprint of the primary structure (Level 1)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
≤1/2 acre (Level 2)	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	D	D	D	D	D	D	D	D	CUP
≤10 acres (Level 2 or 3)	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	D	D	D	D	D	D	D	D	CUP
>10 acres (Level 2 or 3)	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	D	D	D	D	D	D	CUP	D	CUP

Sec. 46-40. - Parcel Line Setbacks.

a. The parcel line setbacks for a Level 1 SES are those applicable to the zoning district where the SES is to be located. Provided, a ground-mounted Level 1 SES must comply with the district front yard limitations and setbacks, or otherwise not impair sight distance for safe access to or from the property or other properties in the vicinity. Provided further, a Level 1 SES is not subject to screening requirements typically applied to accessory utility systems (HVAC, dumpsters, etc.).

b. For Level 2 and 3 SESs, all structures and security fencing shall meet the following setbacks:

1. Any setback required in the applicable zoning district.
2. 75' setback from adjacent residences, churches, schools, businesses or other similar structures;
3. 50' minimum setback from adjacent water bodies, wetlands, or any other additional setback required by the Army Corps of Engineers, the N.C. Dept. of Environmental and Natural Resources or any other jurisdictional authority;
4. a setback with a radius of one-quarter mile from the point where the centerline of Interstate 95 intersects with the centerline of NC Highway 903, NC Highway 561, NC Highway 481, NC Highway 125 and US Highway 158.

Sec. 46-41. - Height Limitations.

The height limitations of an SES will be measured from the highest natural grade below each solar panel. For a Level 1 SES the maximum height allowed shall be that allowed in the applicable zoning district. For a Level 2 or 3 SES the height limitation shall be 25 feet.

Sec. 46-42. - Other Level 1 Solar Energy System Requirements.

A Level 1 SES is a permitted use in all zoning districts provided it meets the applicable height, setback and related district standards.

Sec. 46-43. - Other Level 2 and 3 Solar Energy System Requirements.

For a Level 2 or 3 SES, the following requirements are in addition to the applicable setback, height and zoning district standards:

- a. All exterior sides of the security fence shall be screened with a landscape buffer that meets one of the following criteria:
 1. Existing on-site mature vegetation at a minimum height of ten (10) feet and depth of fifty (50) feet remains between the security fence and adjacent property including rights-of-way; or
 2. A single row of evergreens in combination with mature vegetation, installed at a height of five (5) feet achieving opaqueness and a minimum height of ten (10) feet in five years; or
 3. A double row of off-set evergreens absent existing mature vegetation, installed at a height of five (5) feet achieving opaqueness and a minimum height of ten (10) feet in five years; or
 4. A berm combined with evergreen vegetation installed at a height of five (5) feet achieving opaqueness and a minimum height of ten (10) feet in five years.
- b. Level 2 and 3 SESs shall be developed in accordance with an approved site plan that includes the following information:
 1. The location of the solar farm facility (including the arrangement of any existing or proposed buildings, structures, or panels);
 2. The distance from any proposed solar farm facility or structure to the surrounding property lines;
 3. Any existing or proposed signs, fencing, lighting, construction and permanent parking areas, driveways, landscaping, vegetative screening or required buffers. All parking must be located outside of the state highway right-of-way;
 4. Horizontal and vertical (elevation) to-scale drawings with dimensions of proposed solar collector structures.
- c. Solar energy components must have a UL listing and must be designed with anti-reflective coating(s).

- d. Landscape buffers, ground cover, security fences, gates, and signage must be maintained in good condition until the solar farm is dismantled and removed from the site. Grass, weeds, and other ground cover must not exceed 12 inches in height at any time.
- e. Decommissioning.
 - 1. A decommissioning plan shall be required as part of the Conditional Use Permit application. The decommissioning plan shall be prepared by a third party engineer not associated with the engineer or engineering firm that prepared or sealed the site plan. It must be signed by the party responsible for decommissioning and all landowners of property included in the SES. The party responsible for decommissioning shall be either the SES owner or the landowner(s). The following items are required to be addressed or included in the decommissioning plan:
 - a. A description of any agreement (e.g. lease) with all landowners regarding decommissioning;
 - b. The identification of the landowner(s), the SES owner, and the party responsible for decommissioning;
 - c. The type of solar panels and other SES components that will be installed on the site;
 - d. The estimated cost, calculated by the third party engineer, for the removal of the SES components, including solar panels, buildings, cabling, electrical components, roads, fencing, and all other associated facilities, including those below grade. The cost of grading and re-seeding of disturbed earth following removal of the SES components shall be included in the estimated decommissioning cost. The estimated market value of scrap or recyclable materials may be considered in calculating the decommissioning cost.
 - 2. Prior to the issuance of the zoning permit, the decommissioning plan shall be recorded by the applicant in the Halifax County Register of Deeds Office.
 - 3. Prior to the commencement of construction, the party responsible for decommissioning shall provide performance security in the form of a bond, cash escrow, or irrevocable letter of credit in favor of the County in an amount equal to one and a quarter times the professionally estimated decommissioning cost. Such performance security, whether bond or letter of credit, shall be issued on terms and conditions equivalent to those

required for performance bonds under Article 3, Chapter 44A, North Carolina General Statutes. Should the responsible party elect to use an irrevocable letter of credit, it shall be issued by a federally chartered bank with a branch office in northeastern North Carolina in favor of Halifax County. The form of the bond or letter of credit shall be subject to the prior approval of the Planning Director. The surety or institution issuing the performance security shall provide the county at least 90 days advance notice of any renewal, cancellation, termination, or expiration of the performance security. The performance security shall remain in full force and effect until the SES site is restored to a condition comparable to that which existed prior to the issuance of the Conditional Use Permit. Failure of the responsible party to maintain the performance security in continuous full force and effect shall constitute grounds for revocation of the Conditional Use Permit or zoning permit.

4. The decommissioning plan and estimated cost of removal shall be updated every 5 years or upon change of land ownership or SES ownership. All updates to the plan shall be recorded in the Halifax County Register of Deeds Office. The performance security shall be adjusted accordingly within 30 days from the date of recording of the updated decommissioning plan.
5. The responsible party shall have 12 months to complete decommissioning of the facility if no energy is generated for a continuous period of 12 months. For purposes of this section, this 12 month period shall not include delay resulting from force majeure.
6. The decommissioning performance security shall be drawn in an amount equal to the last estimated removal costs of the SES in the event the responsible party fails to decommission the SES pursuant to the requirements of this article.
7. Notwithstanding the terms and conditions of any agreement between the landowner, the SES owner or any third party designated as the party responsible for decommissioning, the landowner shall be ultimately responsible for proper decommissioning if the responsible party fails to decommission the SES in accordance with this article.
8. SES components will not be received or handled at any solid waste disposal or recycling facility owned, operated or under contract with Halifax County.

f. Abandonment.

A Level 2 or 3 SES that ceases to produce energy on a continuous basis for 12 months will be considered abandoned unless the SES owner provides substantial evidence (updated every 6 months after 12 months of no energy production) to the Planning Director of the intent to maintain and reinstate the operation of that facility. Upon a determination of abandonment, the Planning Director shall notify the responsible party (or parties) that they must remove the SES and decommission the site in accordance with this article. If the responsible party (or parties) fails to comply, the Planning Director may remove the SES, sell any removed materials, make demand on the performance security, initiate judicial proceedings or take any other enforcement action available against the responsible party or the landowner to recover the cost of proper decommissioning of the site.

Sec. 46 - 44. Administration; Rules, Procedures, Forms.

The Planning Director, with the concurrence of the County Manager, is authorized to promulgate rules, procedures and forms for the efficient implementation, administration and enforcement of this Article, provided such rules, procedures and forms are consistent with the substantive provisions of this Article. All rules, procedures and forms shall be maintained in written form, readily available to the public. Failure to comply with the rules, procedures and forms promulgated under this authority shall be grounds for denial or revocation of any zoning or other land use permit issued in connection with a solar energy system.

A RESOLUTION TO ADOPT
THE HALIFAX COUNTY SOLAR ENERGY SYSTEMS ORDINANCE
AND TO REPEAL A PRIOR MORATORIUM ORDINANCE

WHEREAS, in response to concerns expressed by the Halifax County Board of Adjustment, county staff to developed a proposed county ordinance related to the regulation of solar energy systems; and

WHEREAS, on March 20, 2019, a draft of the proposed ordinance was submitted to the Halifax County Planning Board (the Planning Board) for review and recommendation as required by GS 153A-341(c), at which time the planning board deferred recommendation and on the ordinance, but requested that the board of county commissioners consider the adoption of a temporary moratorium on the acceptance of permit applications for solar energy systems while a draft ordinance was under consideration; and

WHEREAS, on May 6, 2019, the Halifax County Board of Commissioners (the Board), after public hearing, imposed a temporary moratorium on the acceptance of permit applications for solar energy systems, pursuant to GS 153A-340(h), effective from May 6, 2019, until July 9, 2019; and

WHEREAS, the Planning Board conducted a public meeting and review of a draft of the proposed ordinance at its regular meeting on May 15, 2019, and by unanimous vote recommended the adoption of an initial version the ordinance entitled "Halifax County Solar Energy Systems Ordinance" as a new Article III under Chapter 46 of the Code of Ordinances of Halifax County, North Carolina; and

WHEREAS, pursuant to GS 153A-340(a) the Board has the authority to adopt development regulation ordinances, including ordinances regulating solar energy systems; and

WHEREAS, pursuant to GS 153A-323(a) a public hearing was held by the Board regarding the proposed ordinance at its regular meeting on June 3, 2019, at 9:30 a.m., after notice of the public hearing had been published in the manner required by said statute; and

WHEREAS, following the public hearing the Board deferred action on the initial version of the ordinance recommended by the Planning Board until its regular meeting on June 17, 2019; and

WHEREAS, on June 17, 2019, to Board instructed staff to make certain deletions, changes or amendments to the initial version of the ordinance recommended by the Planning Board; and

WHEREAS, the attached solar energy systems ordinance reflects those deletions, changes or amendments and has been introduced for consideration of adoption by the Board; and

WHEREAS, the Board has considered the Halifax County Comprehensive Development Plan and finds that the proposed solar energy systems ordinance is consistent with the following policies of the Plan, to wit: Policy ED-1 and Policy PC-1; and

WHEREAS, the Board desires to adopt the proposed and attached solar energy systems ordinance;

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDAINED THAT:

1. The Halifax County Board of Commissioners does here by adopt the attached "Halifax County Solar Energy Systems Ordinance", to be codified as Article III, Solar Energy Systems, under Chapter 46 - Planning, in the Code of Ordinances of Halifax County, North Carolina;

2. This ordinance shall be effective immediately upon adoption of this resolution; and

3. The moratorium ordinance adopted by the Board pursuant to G.S. 153A-430(h) on May 6, 2019, is hereby repealed.

Adopted and ordained this 8th day of July, 2019.

Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

ATTEST:

Andrea H. Wiggins, MMC

ATTACHMENT TO RESOLUTION TO ADOPT
THE HALIFAX COUNTY SOLAR ENERGY SYSTEMS ORDINANCE
AND TO REPEAL A PRIOR MORATORIUM ORDINANCE

July 8, 2019

Code of Ordinances of Halifax County, North Carolina
Chapter 46. Planning
Article III. Solar Energy Systems

Sec. 46-34. - Authority and Short Title.

This ordinance is adopted pursuant to Chapter 153A, Article 18, North Carolina General Statutes and shall be known and may be cited and referenced as the Halifax County Solar Energy Systems Ordinance.

Sec. 46-35. - Purpose.

The purpose of this article is to facilitate the construction, installation, and operation of Solar Energy Systems (SESs) in Halifax County in a manner that promotes economic development and ensures the protection of health, safety, and welfare while also avoiding adverse impacts to important areas such as agricultural lands, endangered species habitats, conservation lands, and other sensitive lands. It is the intent of this ordinance to encourage the development of SESs that reduce reliance on foreign and out-of-state energy resources, bolster local economic development and job creation, support the diversification of the state's energy portfolio, strengthen energy and grid security, reduce greenhouse gas emissions, reduce local air and water pollution, and aid North Carolina in meeting its Renewable Portfolio Standard. This article is not intended to abridge safety, health or environmental requirements contained in other applicable codes, standards, or ordinances. The provisions of this article shall not be deemed to nullify any provisions of local, state or federal law.

Sec. 46-36. - Definitions.

a. Solar Energy System (SES) means the components and subsystems required to convert solar energy into electric or thermal energy suitable for use. The area of the system includes all the land inside the perimeter of the system, which extends to any fencing. The term applies, but is not limited to, solar photovoltaic (PV) systems, solar thermal systems, and solar hot water systems. A system fits into one of three system types: Level 1 SES, Level 2 SES, and Level 3 SES.

- b. *Level 1 Solar Energy System* (Level 1 SES) includes the following:
- (1) an SES that is roof-mounted on an otherwise code-compliant structure.
 - (2) a ground-mounted SES covering an area of one acre or less, but no more than 50% of the footprint area of the primary structure on the parcel, if any.
 - (3) an SES covering a permanent parking lot or other hardscape area.
 - (4) a building integrated SES (i.e., shingle, hanging solar, canopy, etc.).
- c. *Level 2 Solar Energy System* (Level 2 SES) means a ground-mounted system not included in Level 1 that meets the area restriction of the particular zoning district specified below:
- | | |
|--------------------------------------|----------------------|
| (1) R-A (residential agricultural): | SES \leq 1/2 acres |
| (2) HB (highway business): | SES \leq 10 acres |
| (3) LI (light industrial): | SES of any size |
| (4) HI (heavy industrial): | SES of any size |
| (5) EHI (enhances heavy industrial): | SES of any size |
| (6) O&I (office and institutional): | SES \leq 10 acres |
| (7) AP (airport district): | SES \leq 10 acres |
- d. *Level 3 Solar Energy System* (Level 3 SES) means any SES that does not satisfy the parameters for a Level 1 or Level 2 Solar Energy System.

Sec. 46-37. - Applicability

This article applies to the construction of any new SES within the planning jurisdiction of Halifax County.

This article shall not apply to any SES that was permitted prior to the effective date hereof, provided, however, that modifications to any SES that increase the SES area by more than 5% of its original footprint, or changes to the type of solar panel used in any SES (e.g. a change from photovoltaic to solar thermal panels) shall be subject to the applicable provisions of this article.

Maintenance or repair to an SES is not subject to this article.

Sec. 46-38. - Compliance With Other Codes, Rules and Regulations.

This article does not supersede, supplant or preempt other applicable local, state or federal ordinances, codes, statutes, rules or regulations related to the site, design, construction and use of solar energy systems, including the issuance of all related permits. Such matters include, but are not limited to, county building codes (including applicable building, electrical and plumbing permits), avoidance of wastewater systems as required by the N.C. Dept. of Health and Human Services, storm water permits as may be required by the N.C. Dept. of Environmental and Natural Resources, regulations related to historic districts and sites, and FAA regulations related to SESs that are proximate to airport facilities.

In addition to compliance with this article, an SES must be constructed in accordance with established county building codes.

Sec. 46-39. - Zoning Permits Required.

The type of zoning permit required under the Halifax County Zoning Ordinance is displayed in Table 1: Permit Requirements. A separate Conditional Use Permit application shall be required for each non-contiguous parcel. Compliance or proposed compliance with this article alone does not establish a prima facie case of compliance with the separate standards that must be met for a conditional use permit.

[This space is intentionally blank. Table 1 follows.]

Table 1: Permit Requirements

							Types of Zoning Permit Required: P= Permitted Use; D= Applicable Development Standards; CUP= Conditional Use Permit									
Zoning District	RA	R-12	R-8	R-6	LR	GC	TC	HB	LB	NSD	LI	HI	EHI	O & I	AP	PUD
Solar Energy Facilities																
Roof-mounted, parking lot cover, or building integrated (Level 1)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Ground-mounted:																
up to 50% of the footprint of the primary structure (Level 1)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
≤1/2 acre (Level 2)	CUP	CUP	CUP	CUP	CUP	CUP	CUP	D	D	D	D	D	D	D	D	CUP
≤10 acres (Level 2 or 3)	CUP	CUP	CUP	CUP	CUP	CUP	CUP	D	D	D	D	D	D	D	D	CUP
>10 acres (Level 2 or 3)	CUP	CUP	CUP	CUP	CUP	CUP	CUP	D	D	D	D	D	D	CUP	D	CUP

Sec. 46-40. - Parcel Line Setbacks.

a. The parcel line setbacks for a Level 1 SES are those applicable to the zoning district where the SES is to be located. Provided, a ground-mounted Level 1 SES must comply with the district front yard limitations and setbacks, or otherwise not impair sight distance for safe access to or from the property or other properties in the vicinity. Provided further, a Level 1 SES is not subject to screening requirements typically applied to accessory utility systems (HVAC, dumpsters, etc.).

b. For Level 2 and 3 SESs, all structures and security fencing shall meet the following setbacks:

1. any setback required in the applicable zoning district;
2. 75' setback from adjacent residences, churches, schools, businesses or other similar structures;
3. 50' minimum setback from adjacent water bodies, wetlands, or any other additional setback required by the Army Corps of Engineers, the N.C. Dept. of Environmental and Natural Resources or any other jurisdictional authority;
4. a setback with a radius of one-quarter mile from the point where the centerline of Interstate 95 intersects with the centerline of NC Highway 903, NC Highway 561, NC Highway 481, NC Highway 125 and US Highway 158.

Sec. 46-41. - Height Limitations.

The height limitations of an SES will be measured from the highest natural grade below each solar panel. For a Level 1 SES the maximum height allowed shall be that allowed in the applicable zoning district. For a Level 2 or 3 SES the height limitation shall be 25 feet.

Sec. 46-42. - Other Level 1 Solar Energy System Requirements.

A Level 1 SES is a permitted use in all zoning districts provided it meets the applicable height, setback and related district standards.

Sec. 46-43. - Other Level 2 and 3 Solar Energy System Requirements.

For a Level 2 or 3 SES, the following requirements are in addition to the applicable setback, height and zoning district standards:

- a. All exterior sides of the security fence shall be screened with a landscape buffer that meets one of the following criteria:
 - 1. Existing on-site mature vegetation at a minimum height of ten (10) feet and depth of fifty (50) feet remains between the security fence and adjacent property including rights-of-way; or
 - 2. A single row of evergreens in combination with mature vegetation, installed at a height of five (5) feet achieving opaqueness and a minimum height of ten (10) feet in five years; or
 - 3. A double row of off-set evergreens absent existing mature vegetation, installed at a height of five (5) feet achieving opaqueness and a minimum height of ten (10) feet in five years; or
 - 4. A berm combined with evergreen vegetation installed at a height of five (5) feet achieving opaqueness and a minimum height of ten (10) feet in five years.
- b. Level 2 and 3 SESs shall be developed in accordance with an approved site plan that includes the following information:
 - 1. The location of the solar farm facility (including the arrangement of any existing or proposed buildings, structures, or panels);
 - 2. The distance from any proposed solar farm facility or structure to the surrounding property lines;
 - 3. Any existing or proposed signs, fencing, lighting, construction and permanent parking areas, driveways, landscaping, vegetative screening or required buffers. All parking must be located outside of the state highway right-of-way;
 - 4. Horizontal and vertical (elevation) to-scale drawings with dimensions of proposed solar collector structures.
- c. Solar energy components must have a UL listing and must be designed with anti-reflective coating(s).
- d. Landscape buffers, ground cover, security fences, gates, and signage must be maintained in good condition until the solar farm is dismantled and removed from the site. Grass, weeds, and other ground cover must not exceed 12 inches in height at any time.

e. Decommissioning.

1. A decommissioning plan shall be required as part of the Conditional Use Permit application. The decommissioning plan shall be prepared by a third party engineer not associated with the engineer or engineering firm that prepared or sealed the site plan. It must be signed by the party responsible for decommissioning and all landowners of property included in the SES. The party responsible for decommissioning shall be either the SES owner or the landowner(s). The following items are required to be addressed or included in the decommissioning plan:
 - a. A description of any agreement (e.g. lease) with all landowners regarding decommissioning;
 - b. The identification of the landowner(s), the SES owner, and the party responsible for decommissioning;
 - c. The type of solar panels and other SES components that will be installed on the site;
 - d. The estimated cost, calculated by the third party engineer, for the removal of the SES components, including solar panels, buildings, cabling, electrical components, roads, fencing, and all other associated facilities, including those below grade. The cost of grading and re-seeding of disturbed earth following removal of the SES components shall be included in the estimated decommissioning cost. The estimated market value of scrap or recyclable materials may be considered in calculating the decommissioning cost.
2. Prior to the issuance of the zoning permit, the decommissioning plan shall be recorded by the applicant in the Halifax County Register of Deeds Office.
3. Prior to the commencement of construction, the party responsible for decommissioning shall provide performance security in the form of a bond, cash escrow, or irrevocable letter of credit in favor of the County in an amount equal to one and a quarter times the professionally estimated decommissioning cost. Such performance security, whether bond or letter of credit, shall be issued on terms and conditions equivalent to those required for performance bonds under Article 3, Chapter 44A, North Carolina General Statutes. Should the responsible party elect to use an irrevocable letter of credit, it shall be issued by a federally chartered bank with a branch office in northeastern North Carolina in favor of Halifax County. The form of the bond or letter of credit shall be subject to the

prior approval of the Planning Director. The surety or institution issuing the performance security shall provide the county at least 90 days advance notice of any renewal, cancellation, termination, or expiration of the performance security. The performance security shall remain in full force and effect until the SES site is restored to a condition comparable to that which existed prior to the issuance of the Conditional Use Permit. Failure of the responsible party to maintain the performance security in continuous full force and effect shall constitute grounds for revocation of the Conditional Use Permit or zoning permit.

4. The decommissioning plan and estimated cost of removal shall be updated every 5 years or upon change of land ownership or SES ownership. All updates to the plan shall be recorded in the Halifax County Register of Deeds Office. The performance security shall be adjusted accordingly within 30 days from the date of recording of the updated decommissioning plan.
5. The responsible party shall have 12 months to complete decommissioning of the facility if no energy is generated for a continuous period of 12 months. For purposes of this section, this 12 month period shall not include delay resulting from force majeure.
6. The decommissioning performance security shall be drawn in an amount equal to the last estimated removal costs of the SES in the event the responsible party fails to decommission the SES pursuant to the requirements of this article.
7. Notwithstanding the terms and conditions of any agreement between the landowner, the SES owner or any third party designated as the party responsible for decommissioning, the landowner shall be ultimately responsible for proper decommissioning if the responsible party fails to decommission the SES in accordance with this article.
8. SES components will not be received or handled at any solid waste disposal or recycling facility owned, operated or under contract with Halifax County.

f. Abandonment.

A Level 2 or 3 SES that ceases to produce energy on a continuous basis for 12 months will be considered abandoned unless the SES owner provides substantial evidence (updated every 6 months after 12 months of no energy production) to the Planning Director of the intent to maintain and reinstate the operation of that facility. Upon a determination of abandonment, the Planning Director shall notify the responsible party (or parties) that they must remove the

SES and decommission the site in accordance with this article. If the responsible party (or parties) fails to comply, the Planning Director may remove the SES, sell any removed materials, make demand on the performance security, initiate judicial proceedings or take any other enforcement action available against the responsible party or the landowner to recover the cost of proper decommissioning of the site.

Sec. 46 - 44. Administration; Rules, Procedures, Forms.

The Planning Director, with the concurrence of the County Manager, is authorized to promulgate rules, procedures and forms for the efficient implementation, administration and enforcement of this Article, provided such rules, procedures and forms are consistent with the substantive provisions of this Article. All rules, procedures and forms shall be maintained in written form, readily available to the public. Failure to comply with the rules, procedures and forms promulgated under this authority shall be grounds for denial or revocation of any zoning or other land use permit issued in connection with a solar energy system.

**AN ORDINANCE OF THE HALIFAX COUNTY BOARD OF COMMISSIONERS
IMPOSING A MORATORIUM ON THE ACCEPTANCE, PROCESSING OR
CONSIDERATION OF APPLICATIONS FOR SOLAR ENERGY SYSTEMS
PURSUANT TO G.S. 153A-340(h)**

The Halifax County Board of Commissioners, at its regularly scheduled May 6, 2019 meeting, and after due advertisement as by law required, conducted a public hearing and heard from the interested public and county officials for the purpose of gathering information and taking appropriate action within the confines of applicable law regarding imposition of a moratorium on the acceptance, processing or consideration of permit applications for solar energy systems.

For purposes of this ordinance, "solar energy system" means the land, components and subsystems required to convert solar energy into electric or thermal energy. The term includes, but is not limited to, solar photovoltaic (PV) systems, solar thermal systems, and solar hot water systems of any size.

After deliberation, the Board of Commissioners makes the following findings of fact, conclusions and legislative determination:

I. *STATEMENT OF THE PROBLEM NECESSITATING A MORATORIUM; THE COURSES OF ACTION ALTERNATIVE TO A MORATORIUM CONSIDERED AND THEIR INADEQUACY (per G.S. 153A-340(h)(1))*

Over the last several years, hundreds of acres of land in Halifax County have been converted to use for large solar energy systems. Halifax County has no land use, zoning or other ordinance regulating the use of land or buildings for solar energy systems. The only regulatory framework currently in place to deal with this proliferation of solar energy systems is the conditional use permit process set out in Article VII, Section 701.03 of the Halifax County Zoning Ordinance. The Halifax County Board of Adjustment has indicated that the routine conditional use permit (CUP) process is not sufficient to deal with all of the issues that arise in connection with solar energy systems, with particular regard to long-term issues such as continued enforcement and compliance with the conditions imposed under the CUP, and with regard to adequate assurances of prompt, safe and effective decommissioning of solar energy system sites at the end of their useful life, or if abandoned by the owner or operator of the site. In addition, the Halifax County Planning Board has recommended this moratorium to give them time to review, consider and recommend a draft solar energy system ordinance to the board of county commissioners.

II. *STATEMENT OF DEVELOPMENT APPROVAL SUBJECT TO THE MORATORIUM AND HOW SUCH MORATORIUM WILL ADDRESS THE EXISTING PROBLEMS ~ NCGS 153A-340(h)(2)*

Obviously the imposition of a moratorium on the acceptance, processing or consideration of solar energy system applications will prevent the approval of solar energy systems as an

acceptable use of land in the county during the period of the moratorium. The moratorium will address the existing problem by allowing the county sufficient time to develop a comprehensive regulatory scheme that will facilitate the construction, installation, and operation of solar energy systems in a manner that promotes economic development and ensures the protection of health, safety and welfare, while also avoiding adverse impacts to important areas such as agricultural lands, endangered species habitats, conservation lands, and other sensitive lands.

III. *DATE FOR TERMINATION AND THE REASONABLE NECESSITY FOR ITS LENGTH TO ADDRESS THE PROBLEMS GIVING RISE TO THE IMPOSITION OF A MORATORIUM ~ NCGS 153A-340(h)(3)*

Regulation of solar energy systems will likely require amendment of the Halifax County Zoning Ordinance. Therefore, time is required to review existing ordinances, draft proposed amendments, and process proposed amendments through relevant county boards or agencies. It is anticipated that a minimum of 65 days will be required to complete that process.

IV. *STATEMENT OF ACTIONS AND SCHEDULE FOR THOSE ACTIONS PROPOSED TO BE TAKEN DURING THE EXISTENCE OF A MORATORIUM REASONABLY NECESSARY TO ADDRESS THE PROBLEMS AND CONDITIONS LEADING TO THE IMPOSITION OF THE MORATORIUM ~ NCGS 153A-340(h)(4)*

During the existence of this moratorium the appropriate Halifax County staff shall:

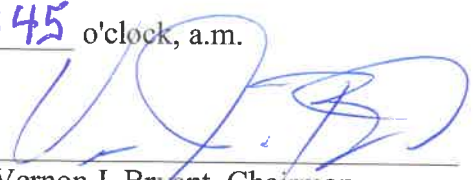
1. Review the Halifax County Zoning Ordinance to determine amendments to the ordinance that are advisable to meet and preserve the goals stated herein consistent with the Halifax County Comprehensive Development Plan.
2. Present the proposed zoning ordinance amendments to the Halifax County Planning Board so that a public hearing may be held on the proposed amendments prior, with recommendations from the Planning Board to the Halifax County Board of Commissioners.
3. Present recommended zoning ordinance amendments to the Halifax County Board of Commissioners so that a public hearing may be held on the proposed amendments, with the purpose of adopting a comprehensive solar energy system ordinance before the expiration of this moratorium.

V. *IMPOSITION OF MORATORIUM*

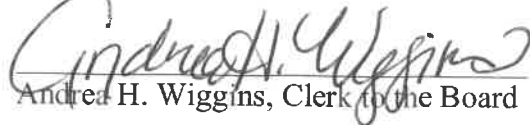
NOW, THEREFORE, IT IS ORDAINED THAT THE BOARD OF COMMISSIONERS FOR HALIFAX COUNTY that after careful, deliberate and studied contemplation of the above does hereby implement and impose, effective from the date and time of the adoption of this ordinance, until the end of business on July 9, 2019, a moratorium prohibiting the acceptance, processing or consideration by any county employee, or appointed or elected board any application for use of

land within the county for a solar energy system.

ADOPTED the 6th day of May, 2019, at 11:45 o'clock, a.m.


Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

ATTEST:


Andrea H. Wiggins, Clerk to the Board

(COUNTY SEAL)



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Chris D. Rountree

PRESENTER: Chris Rountree, Planning Director

SUBJECT: Census 2020 and Halifax County Complete Count Committee Resolution

DATE: July 8, 2019 Regular Meeting

SUPPORTING INFORMATION:

Halifax County is forming a Complete Count Committee for the upcoming Census to help raise public awareness for participation in and responses to the 2020 Census. Each uncouneted resident equates to a loss of economic dollars for the respective communities in which they live. The participation rate for Halifax County in the 2010 Census was 75%, which was very good.

ATTACHMENTS:

Description

▣ Census 2020 Resolution

TOTAL COST:0

COUNTY COST:0

REQUEST: Adopt the Census 2020 & Halifax County Complete Count Committee Resolution.



A RESOLUTION OF THE HALIFAX COUNTY BOARD OF COMMISSIONERS TO SUPPORT THE 2020 UNITED STATES DECENNIAL CENSUS AND THE HALIFAX COUNTY COMPLETE COUNT COMMITTEE

WHEREAS, Article I, Section 2 of the U.S. Constitution mandates a headcount every 10 years of all residents of the United States in the form of the decennial census; and

WHEREAS, the population totals derived from the decennial census are used to determine the number of seats allocated to each state in the U.S. House of Representatives as well as to determine other state and local legislative, school and voting districts; and

WHEREAS, the data collected by the decennial census is used to determine a variety of community needs and to distribute approximately \$675 billion in federal funding annually, and

WHEREAS, all responses to the U.S. Census Bureau remain confidential and are protected under Title 13 of the U.S. Code; and

WHEREAS, the goal of the 2020 U.S. Decennial Census is to count everyone once, only once, and in the right place; and

WHEREAS, an accurate census count is vital to the well-being and success of our residents and community;

NOW THEREFORE BE IT RESOLVED, that the Halifax County Board of Commissioners will partner with the U.S. Census Bureau by establishing and supporting the Halifax County Complete Count Committee to utilize the knowledge, influence, and resources of trusted local voices in government, education, business, healthcare, community-based organizations, faith-based groups, the media, and others to implement a census awareness campaign designed to maximize participation in and responses to the 2020 United States Decennial Census.

Adopted this the ____ day of ____, 2019.

Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

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



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Rose Lewis, Human Resources Management

PRESENTER: Rose Lewis, Human Resources Management

SUBJECT: 2020 Home and Community Care Block Grant

DATE: July 8, 2019 Regular Meeting

SUPPORTING INFORMATION:

1. Halifax County Council on Aging received notice the HCCBG for 2019-2020 will be in the amount of \$633,278.00 which is \$3,465.00 less than last year.
2. The HCCBG Advisory Committee met and agreed to fund 6 of the current Providers.
3. A 10% match is required by all Providers. The County provides a 10% cash match for the Council on Aging in the amount of \$8,691.00 and a 10% in-kind match for the Council on Aging in the amount of \$10,352.00. The Halifax County Department of Social Services required 10% match is an in-kind match in the amount of \$42,953.00
4. Fiscal Year 2019-2020 HCCBG Budget includes a cash match for the Council on Aging of \$8,691.00.
5. The funds for the Home and Community Care Block Grant County Funding Plan are contingent upon the balancing of the State Budget.
6. Once the HCCBG County Funding Plan and Grant Agreement is in place any changes to the Block Grant will be made known to the Board of Commissioners through the County Manager's weekly update.

ATTACHMENTS:

Description

- ▢ HCCBG 2020
- ▢ HCCBG 2020 Agreement

TOTAL COST:\$633,278.00

COUNTY COST:\$8,691.00

REQUEST: Request Board of Commissioners' approval of the Home and Community Care Block Grant (HCCBG) County Funding Plan for FY 2019-2020, Approve submission of the HCCBG County Funding Plan with the Grant Agreement for FY 2020 and budgeting of the amount to be received and authorize the County Manager, County Attorney, and Finance Director to sign all necessary documents.

Home and Community Care Block Grant for Older Adults

County Funding Plan

Identification of Agency or Office with Lead Responsibility for County Funding Plan

County **Halifax** July 1, 2019 through June 30, 2020

The agency or office with lead responsibility for planning and coordinating the County Funding Plan recommends this funding plan to the Board of Commissioners as a coordinated means to utilize community-based resources in the delivery of comprehensive aging services to older adults and their families.

Halifax County Human Resources Management (Aging)
(Name of agency/office with lead responsibility)

Authorized signature (date)

Vernon J. Bryant, Chairman of Board of Commissioners
(Type name and title of signatory agent)

Home and Community Care Block Grant for Older Adults
County Funding Plan
 DAAS-731 (Rev. 2/16)
 County Halifax
 July 1, 2019 through June 30, 2020
 County Services Summary
 Page 1 of 3

		A			B		C		D		E		F		G		H		I
Services	Block Grant Funding				Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimbursement Rate	Projected HCCBG Clients	Projected Total Units							
	Access	In-Home	Other	Total															
City of RR					0	0		0											
General Transp	9115				1013	10128	N/A	10128	1620	6.25	100	1700							
Sr. Center Oper.			20291		2255	22546	N/A	22546	N/A		656	N/A							
Town of Snk					0	0		0											
Hme-Divd			21907		2434	24341	3012	27353	3765	6.46	18	4016							
Congregate			19258		2140	21398	2824	24222	3162	6.77	25	3765							
Sr. Center Oper.			20291		2255	22546	N/A	22546	N/A		N/A	N/A							
General Transp	30917				3435	34352	N/A	34352	3010	11.41	20	3010							
Hallwa-Saponi					0	0		0											
Congregate			21565		2396	23961	3560	27521	4609	5.2	15	4747							
Hme-Divd			8528		948	9476	735	10211	980	9.67	4	980							
General Transp	9115				1013	10128	N/A	10128	1064	9.52	4	1102							
					0	0		0											
					0	0		0											
Total	49147	0	111840	160987	17887	178876	10131	189007	18210		842	19320							
	127858	300409	205011	633278	70363	703645	20673	724318	57381		1025	58771							
DSS In-Kind \$32,601																			
COA In-Kind \$10,352																			
Total In-Kind COA and DSS \$42,953																			
COA Cash Match \$8,691																			
Total Match DSS and COA \$51,644																			
Signature, Chairman, Board of Commissioners																			
Date																			
HCCBG FY 2020 Allocation \$633278																			

DSS In-Kind \$32,601
 COA In-Kind \$10,352
 Total In-Kind COA and DSS \$42,953
 COA Cash Match \$8,691
 Total Match DSS and COA \$51,644

HCCBG FY 2020 Allocation \$633278
 Signature, Chairman, Board of Commissioners
 Date

Home and Community Care Block Grant for Older Adults
County Funding Plan
County Services Summary
 DAAS-731 (Rev. 2/16)
 County Halifax
 July 1, 2019 through June 30, 2020
 Page 2 of 3

	A				B		C		D		E		F		G		H		I	
Services	Block Grant Funding				Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimbursement Rate	Projected HCCBG Clients	Projected Total Units								
	Access	In-Home	Other	Total																
Halifax COA				////////////////	0	0		0												
IOC	27942			////////////////	3105	31047	N/A	31047	N/A			N/A								
General Transp	15000			////////////////	1667	16667	N/A	16667	1510	11.04	15	1510								
Med. Transp	35269			////////////////	3919	39188	N/A	39188	2400	16.33	20	2400								
Congregate			46362	////////////////	5151	51513		5271	6894	7.48	40	7028								
Hme-Divd			46809	////////////////	5201	52010	5271	57281	6882	7.56	50	7028								
Halifax DSS				////////////////	0	0		0												
Adult DC		26784		////////////////	2976	29760	N/A	29760	900	33.07	9	900								
Adult DH		34200		////////////////	3800	38000	N/A	38000	950	40	5	950								
In-Home 2		213000		////////////////	23667	236667	N/A	236667	18051	13.11	40	18051								
In-Home 3		19425		////////////////	2158	21583	N/A	21583	1500	14.39	4	1500								
				////////////////	0	0		0												
				////////////////	0	0		0												
				////////////////	0	0		0												
				////////////////	0	0		0												
Total	78211	293409	93171	464791	51643	516435	10542	526977	39087	////////////////	183	38367								

Signature, Chairman, Board of Commissioners Date

DAA5-731 (Rev. 2/16)

County Halifax
July 1, 2019 through June 30, 2020

page 3 of 3

A				B	C	D	E	F	G	H	I
Services	Block Grant Funding			Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimbursement Rate	Projected HCCBG Clients	Projected Total Units
	Access	In-Home	Other								
Helpful Hands					0	0		0			
HHI		7000			778	7778	N/A	7778	N/A		N/A
General Transp	250				28	278	N/A	278		42	42
Med Transp	250				28	278	N/A	278		42	42
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Signature, Chairman, Board of Commissioners

Date _____

Jo Story Senior Center

DAAS-733

County:

County Funding Plan

701 Jackson Street

Roanoke Rapids, NC 27870

Provider Services Summary

Budget Period:	July 2019	through	June 2020
Revision #:		Date:	

Revision #:

HALIFAX	
July 2019	through June 2020
Date:	

[illegible]

***Adult Day Care & Adult Day Health Care Net Service Cost**

ADD

ADHC

Daily Care

\$41

40.00

Administrative

1

1

1

1

Net Ser. Cost Total

40.00

Administrative %

1

0.00%

Signature, County Finance Officer

Date _____

Signature, Chairman, Board of Commissioners

Date _____

DAAS-732

County:

County:	Halifax
Budget Period:	July 2019 through June 2020
Revision #:	Date:

[illegible]

Haliwa-Saponi SNS

DAAS-732

County:

Halifax

PO BOX 99

Budget Period:	July 2019	through	June 2020
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Hollister NC 27844

Provider Services Summary

Revision #:

Date:

[illegible]

*Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate

ADC

ADHIC

Daily Care	\$33.07	\$ 40.00
------------	---------	----------

Administrative

Proj. Reimbursement Rate

Administrative %

Signature, County Finance Officer

Date _____

Signature, Chairman, Board of Commissioners

Date _____

Certification of required minimum local match availability.

Required local match will be expended simultaneously

with Block Grant Funding.

Authorized Signature, Title

Date _____

Date 6-20-19

DAA S-732

HALIFAX

PO Box 646; 26 N. King Street
Halifax, NC 27839

Provider Services Summary

Budget Period:	July 2019	through	June 2020
Revision #:		Date:	June 5, 2019

[illegible]

Helpful Hands and Hearts

P.O. Box 1139

Littleton, NC 27850

Home and Community Care Block Grant for Older Adults

DAA-732

County:

HALIFAX

Budget Period:

July 2019 through June 2020

Provider Services Summary

Revision #:

Date: 6/19/2019

[illegible]

*Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate

	ADC	ADHC
Daily Care	\$33.07	\$ 40.00
Administrative		
Proj. Reimbursement Rate	\$33.07	\$ 40.00
Administrative %	0.00%	0.00%

Certification of required minimum local match availability.

Required local match will be expended simultaneously

with Block Grant Funding.

Authorized Signature, Title
Community Service Provider

Signature, County Finance Officer

Date _____

Signature, Chairman, Board of Commissioners

Date _____

July 1, 2019 through June 30, 2020

Home and Community Care Block Grant for Older Adults

Agreement for the Provision of County-Based Aging Services

- This Agreement, entered into as of this _____ day of _____, 20____, by and between the County of Halifax (hereinafter referred to as the "County") and the Upper Coastal Plain Council of Governments Area Agency on Aging, (hereinafter referred to as the "Area Agency").

Witnesseth That:

WHEREAS, the Area Agency and the County agree to the terms and conditions for provision of aging services in connection with activities financed in part by Older Americans Act grant funds, provided to the Area Agency from the United States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services (DAAS) and state appropriations made available to the Area Agency through the North Carolina Division of Aging and Adult Services, as set forth in a) this document, b) the County Funding Plan, as reviewed by the Area Agency and the Division of Aging and Adult Services, c) the Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of Aging and Adult Services Service Standards Manual, Volumes I through IV, and, e) the Division of Aging and Adult Services Community Service Providers Monitoring Guidelines.

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. As provided in the Area Plan, community service providers specified by the County to encourage maximum collocation and coordination of services for older persons are as follows:

Halifax County HRMT / Aging
Helpful Hands and Hearts
Town of Scotland Neck

Halifax County Department of Social Services
City of Roanoke Rapids
Haliwa- Saponi Indian Tribe, Inc.

- 1(a) The Community Service Provider(s), shall be those specified in the County Funding Plan on the Provider Services Summary format(s) (DAAS-732) for the period ending June 30 for the year stated above.

2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of Home and Community Care Block Grant funding by the Area Agency.
3. Grant Administration. The grant administrator for the Area Agency shall be Linda Barfield, Area Agency on Aging Assistant Director (title). The grant administrator for the County shall be Rose Lewis, Halifax County Aging Program Coordinator (title).

It is understood and agreed that the grant administrator for the County shall represent the County in the performance of this Agreement. The County shall notify the Area Agency in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the County are provided in paragraph seven (7) of this Agreement.

4. Services authorized through the County Funding Plan, as specified on the Provider Services Summary format(s) (DAAS-732) are to commence no later than July 1 of the state fiscal year and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30 of the state fiscal year.
5. Assignability and Contracting. The County shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Home and Community Care Block Grant for Older Adults funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR Part 75, Subpart D-Post Federal Award Requirements, Procurement Standards. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.
6. Compensation and Payments to the County. The County shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the community service providers under this Agreement may not exceed the grand total of Block Grant funding, as specified on the Provider Services Summary format (DAAS-732).

(a) Interim Payments to the County

Upon receipt of a written request from the County, the Division of Aging and Adult Services, through the Area Agency, will provide the County Finance Officer with an interim payment equivalent to seventy percent (70%) of one-twelfth (1/12) of the County's Home and Community Care Block Grant allocation by the 22nd of each month.

(b) Reimbursement of Service Costs

Reimbursement of service costs are carried out as provided in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

c) Role of the County Finance Director

The County Finance Director shall be responsible for disbursing Home and Community Care Block Grant Funding to Community Service Providers in accordance with procedures specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, revised February 17, 1997.

(d) Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy

NSIP subsidy for congregate and home delivered meals will be disbursed by the Division of Aging and Adult Services through the Area Agency to the County on a monthly basis, subject to the availability of funds as specified in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Services Providers, revised February 17, 1997.

If through the US Department of Agriculture Area Agency on Aging Elections Project, the County elects to receive a portion of its USDA entitlement in the form of surplus commodity foods in lieu of cash, the Area Agency will notify the County in writing of its community valuation upon notification from the Division of Aging and Adult Services. The delivery of commodity and bonus foods is subject to availability. The County will not receive cash entitlement in lieu of commodities that are unavailable or undelivered during the Agreement period.

7. Reallocation of Funds and Budget Revisions. Any reallocation of Block Grant funding between counties shall be voluntary on the part of the County and shall be effective only for the period of the Agreement. The reallocation of Block Grant funds between counties will not affect the allocation of future funding to the County. If during the performance period of the Agreement, the Area Agency determines that a portion of the Block Grant will not be expended, the grant administrator for the County shall be notified in writing by the Area Agency and given the opportunity to make funds available for reallocation to other counties in the Planning and Service Area or elsewhere in the state.

The County may authorize community service providers to implement budget revisions which do not cause the County to fall below minimum budgeting requirements for access, in-home,

congregate, and home delivered meals services, as specified in Division of Aging and Adult Services budget instructions issued to the County. If a budget revision will cause the County to fall below minimum budgeting requirements for any of the aforementioned services, as specified in Division of Aging and Adult Services budgeting instructions issued to the County, the grants administrator for the County shall obtain written approval for the revision from the Area Agency prior to implementation by the community service provider, so as to assure that regional minimum budgeting requirements for the aforementioned services will be met.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging and Adult Services Management Information System, as specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

8. Monitoring. This Agreement will be monitored to assure that services are being provided as stated in the Division of Aging and Adult Service Monitoring Policies and Procedures at <http://www.ncdhhs.gov/aging/monitor/mpolicy.htm> .

The monitoring of services provided under this Agreement shall be carried out by the Area Agency on Aging in accordance with its Assessment Plan and as specified in Administrative Letter 12-08. As of July 1, 2012, DAAS Program Compliance Representatives (PCRs) are no longer monitoring HCCBG services provided through county departments of social services.

Counties and community service providers will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual (<http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>). Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

9. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the Area Agency. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the County.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the Chairman of the Board of Commissioners furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the Area Agency. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the Chairman of the Board of Commissioners of its appeal procedures and will inform the Area Agency that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

Director
North Carolina Division of Aging and Adult Services
2101 Mail Service Center
693 Palmer Drive
Raleigh, North Carolina 27699-2101

10. Termination for Cause. If through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the County has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Chairman of the Board of Commissioners written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The County shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
11. Audit. The County agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Uniform Guidance 2 CFR Part 200.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Uniform Guidance CFR 2 Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200, but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. **Federal funds** may not be used to pay for a **Single or Yellow Book audit** unless it is a federal requirement. **State funds** will not be used to pay for a **Single or Yellow Book audit** if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at <https://www.ncgrants.gov/NCGrants/PublicReportsRegulations.jsp>

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200 based upon funding received and expended during the service provider's fiscal year.

<u>Annual Expenditures</u>	<u>Report Required to AAA</u>	<u>Allowable Cost for Reporting</u>
<ul style="list-style-type: none"> Less than \$25,000 in State or Federal funds 	Certification form and State Grants Compliance Reporting <\$25,000 (item # 11, Activities and Accomplishments does <u>not</u> have to be completed) OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
<ul style="list-style-type: none"> Greater than \$25,000 and less than \$500,000 in State Funds or \$750,000 in Federal Funds 	Certification form and Schedule of Grantee Receipts >\$25,000 and Schedule of Receipts and Expenditures OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
<ul style="list-style-type: none"> \$500,000 + in State funds but Federal pass through in an amount less than \$750,000 	Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book)	May use State funds, but <u>not</u> Federal Funds
<ul style="list-style-type: none"> \$500,000+ in State funds <u>and</u> \$750,000+ in Federal pass through funds 	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e. Single Audit)	May use State and Federal funds
<ul style="list-style-type: none"> Less than \$500,000 in State funds <u>and</u> \$750,000+ in Federal pass through funds 	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part (i.e. Single Audit)	May use Federal funds, but <u>not</u> State funds.

12. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, county or community service

provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the County shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the Area Agency on Aging is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the Area Agency on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the Area Agency is responsible for any disallowed costs. The County or Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Uniform Guidance CFR 2 Part 200, 45 CFR Part 1321 or state eligibility requirements as specified in policy.

13. Indemnity. The County agrees to indemnify and save harmless the Area Agency, its agents, and employees from and against any and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the County.
14. Equal Employment Opportunity and Americans With Disabilities Act Compliance. Both the County and community service providers, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
15. Data to be Furnished to the County. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the County shall be furnished to the County and community service providers without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate, with the County in the performance of the County's duties under this Agreement.
16. Rights in Documents, Materials and Data Produced. The County and community service providers agree that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the County shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the County.

17. Interest of the Board of Commissioners. The Board of Commissioners covenants that neither the Board of Commissioners nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
18. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising there from.
19. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.
20. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the County to engage in any activity designed to influence legislation or appropriations pending before Congress.
21. Confidentiality and Security. Any client information received in connection with the performance of any function of a community service provider or its subcontractors under this Agreement shall be kept confidential. The community service provider acknowledges that in receiving, storing, processing, or otherwise handling any confidential information, the agency and any subcontractors will safeguard and not further disclose the information except as provided in this Agreement and accompanying documents.
22. Record Retention and Disposition. All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the NC DHHS record retention and disposition schedule and any agency-specific program schedules developed jointly with the NC Department of Cultural Resources, Division of Archives and Records. Retention requirements apply to the community service providers funded under this Agreement to provide Home and Community Care Block Grant services. Information on retention requirements is posted at <http://www.ncdhhs.gov/control/retention/retention.htm> and updated semi-annually by the NC DHHS Controller's Office. By funding source and state fiscal year, this schedule lists the earliest date that grant records in any format may be destroyed. The Division of Archives and

Records provides information about destroying confidential data and authorized methods of record destruction (paper and electronic) at <http://archives.ncdcr.gov/For-Government/Retention-Schedules/Authorized-Destruction>.

The NC DHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all other records supporting the expenditure of a federal grant award. Records legally required for ongoing official proceedings, such as outstanding litigation, claims, audits, or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the NC DHHS record retention and disposition schedule.

In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community service provider will comply with all policies, standards, and best practices published by the Division of Aging and Adult Services regarding the creation and management of electronic records.

23. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

In witness whereof, the Area Agency and the County have executed this Agreement as of the day first written above.

Halifax County

Attest:

By: _____
Chairman, Board of Commissioners

Area Agency

Attest:

Area Agency Director
By: _____
Executive Director,
Lead Regional Organization

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

BY: _____
FINANCE OFFICER, Lead Regional Organization



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Dia H. Denton, Deputy County Manager

PRESENTER: Dia H. Denton, Deputy County Manager

SUBJECT: Architect Contract Approval - New 911 and Regional Back-up Center

DATE: July 8, 2019 Regular Meeting

SUPPORTING INFORMATION:

1. Staff has been negotiating with the selected architect, Stewart-Cooper-Newell, to secure a contract with pricing for architectural and engineering services for the new 911 and regional back-up center.
2. Services will include standard architectural, civil, structural, plumbing, mechanical and electrical design as required.
3. Contract will also include assistance in obtaining necessary surveys, geotechnical evaluations, fire protection design, site lighting design, and interior design.
4. Funds are already set aside in the General Fund to cover the cost of the contract.

ATTACHMENTS:

Description

No Attachments Available

TOTAL COST:

COUNTY COST:

REQUEST: Authorize appropriate staff to execute contract documents with Stewart-Cooper-Newell to provide architectural and engineering services for the new 911 and regional back-up center.



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

PRESENTER: County Commissioners

SUBJECT: Board Appointments

DATE: July 8, 2019 Regular Meeting

SUPPORTING INFORMATION:

Attached, please find the Board Appointments.

ATTACHMENTS:

Description

- ▢ Board Appointments Requiring Action
- ▢ Board Vacancies Without Recommendations
- ▢ August 2019 Board Appointments

TOTAL COST:

COUNTY COST:

REQUEST: Approve the Board Appointments that require action.

BOARD APPOINTMENTS

- A. Economic Development Board
- B. Halifax-Northampton Regional Airport Authority
- C. Tourism Authority
- D. Upper Coastal Plain Board of Directors
- E. Board Vacancies Without Recommendations
- F. August 2019 Board Appointments

MEMORANDUM

TO: HALIFAX COUNTY COMMISSIONERS

FROM: ANDREA H. WIGGINS, CLERK TO THE BOARD

SUBJECT: ECONOMIC DEVELOPMENT BOARD

According to our records, the Economic Development Board has one member that is appointed by the Board of Commissioners with a term that expired on June 30, 2019:

Jeff Peedin

The following action is requested, if the Board so chooses:

- Receive nominations to appoint Kris Neal to replace Jeff Peedin

Economic Development Board

1	Jeff <i>Littleton</i>	Peedin	Littleton <i>White Male</i>	7/1/2016 through 6/30/2019 <i>Term Number: 2</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
3	Ronnie <i>Enfield</i>	Locke	Enfield <i>White Male</i>	7/1/2017 through 6/30/2020 <i>Term Number: 3</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? No</i>
9	Samuel <i>Littleton</i>	Robinson, Jr.	At-Large Member <i>Black Male</i>	7/1/2017 through 6/30/2020 <i>Term Number: 3</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? No</i>
2	Benjamin <i>Roanoke Rapids</i>	Sledge	At-Large Member <i>Black Male</i>	7/1/2017 through 6/30/2020 <i>Term Number: 3</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? No</i>
10	Hugh <i>Roanoke Rapids</i>	Bazemore	At-Large Member <i>White Male</i>	7/1/2018 through 6/30/2021 <i>Term Number: 4</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? No</i>
5	Johnny <i>Weldon</i>	Draper, Jr.	Weldon <i>White Male</i>	7/1/2018 through 6/30/2021 <i>Term Number: 2</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
6	Daniel <i>Roanoke Rapids</i>	Fouts, Jr.	Roanoke Rapids <i>White Male</i>	7/1/2018 through 6/30/2021 <i>Term Number: 1</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
4	J. Rives <i>Roanoke Rapids</i>	Manning, Jr.	County Commissioner <i>White Male</i>	7/1/2018 through 6/30/2021 <i>Term Number: 4</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? No</i>
11	Robert <i>Hobgood</i>	Sykes	Hobgood <i>White Male</i>	7/1/2018 through 6/30/2021 <i>Term Number: 1</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
8	Danny <i>Halifax</i>	Hinnant	Halifax <i>White Male</i>	7/1/2019 through 6/30/2022 <i>Term Number: 3</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? No</i>
7	Portia <i>Scotland Neck</i>	Shields	Scotland Neck <i>Black Female</i>	7/1/2019 through 6/30/2022 <i>Term Number: 1</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>



June 28, 2019

Mrs. Andrea H. Wiggins
Clerk to the Board
Halifax County Board of Commissioners
PO Box 38
Halifax, NC 27839

Dear Mrs. Wiggins:

At our meeting on October 26, 2017, the Board of Directors of the Halifax County Economic Development Commission voted unanimously to recommend the appointment of Kris Neal to fill the term currently held by Jeff Peedin that will expire on June 30, 2019. Kris Neal currently serves in an Ex-Officio capacity representing Business & Industry and has expressed his willingness and commitment to serve as full voting member of the Board of Directors. If approved by the Halifax County Board of Commissioners, Mr. Neal's term will expire on June 30, 2022.

Thank you for your consideration of this request. If you should have any questions or need additional information, please do not hesitate to call me.

Sincerely,

Ronnie Locke
Chairman

CC: Vernon J. Bryant, Chairman
J. Rives Manning, Vice Chairman
Halifax County Board of Commissioners
Cathy A. Scott, Executive Director, HCEDC

Halifax County Economic Development Commission

260 Premier Boulevard • Roanoke Rapids, NC 27870

Phone (252) 519-2630 • Fax (252) 519-2632

E-Mail: cathyscott@halifaxdevelopment.com • Website: www.halifaxdevelopment.com

MEMORANDUM

TO: HALIFAX COUNTY COMMISSIONERS

FROM: ANDREA H. WIGGINS, CLERK TO THE BOARD

**SUBJECT: HALIFAX-NORTHAMPTON REGIONAL AIRPORT
AUTHORITY**

According to our records, the Halifax-Northampton Regional Airport Authority has one member that is appointed by the Board of Commissioners that has resigned:

Edward Lee Clements

The following action is requested, if the Board so chooses:

- Receive nominations to appoint a replacement to fill the unexpired term of Edward Lee Clements

Airport Authority

15	Vacant		Alternate Member		through Term Number:	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
14	Vacant		Alternate Member		through Term Number:	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
13	Vacant		Alternate Member		through Term Number:	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
12	Vacant		Alternate Member		through Term Number:	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
3	Ian Halifax	Bumgarner	Ex-Officio White Male		through Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
2	Mary Halifax	Duncan	Ex-Officio White Female		through Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
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? Yes
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? Yes
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? No
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? Yes
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? Yes
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? No
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? Yes
7	Edward Lee Halifax	Clements	Member White Male	2/1/2019	through 1/31/2022 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? No
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? No

Andrea Wiggins

From: Ian Bumgarner
Sent: Thursday, June 20, 2019 9:22 AM
To: Andrea Wiggins
Subject: FW: Airport Board Resignation

Andrea,

I forgot to send this to you. Mr. Clements resigned for the Airport Authority after the June 18th meeting.

Thank you,
Ian

From: Lee Clements <lclements@weldonsteel.com>
Sent: Tuesday, June 11, 2019 8:38 AM
To: Ian Bumgarner <bumgarneri@halifaxnc.com>; mayorjmeacham (mayorjmeacham@historicweldonnc.com) <mayorjmeacham@historicweldonnc.com>
Subject: Airport Board Resignation

Dear Chairman Meacham,

I regret to inform you all that I need to resign from the Halifax-Northampton Airport Authority Board. I have accepted a position in Lynchburg, VA and will be moving the end of June. I can serve until then, but will not be here July forward. I have thoroughly enjoyed my time on the board and serving with this group has been a great experience that I will remember fondly. I wish you all the best and KIXA will always be a wonderful memory for me.

Sincerely,

Lee Clements

Vice President/General Manager



Exceeding Expectations

Direct: 252-678-8443
Office: 252-536-2113 ext. 223
Fax: 252-536-2866 Cell: 252-578-9083
Email: lclements@weldonsteel.com

MEMORANDUM

TO: HALIFAX COUNTY COMMISSIONERS

FROM: ANDREA H. WIGGINS, CLERK TO THE BOARD

SUBJECT: TOURISM AUTHORITY

According to our records, the Tourism Authority has three members that are appointed by the Board of Commissioners with terms that will expire on July 31, 2019:

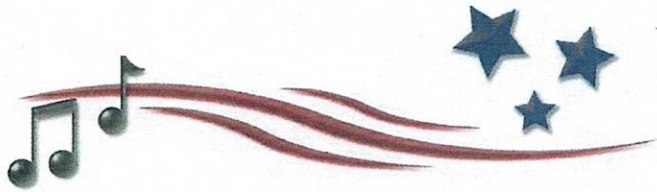
Yvonne Thompson, Kathy White, and Curtis Wynn

The following action is requested, if the Board so chooses:

- Receive nominations to reappoint Curtis Wynn
- Receive nominations to waive the term limit and reappoint Yvonne Thompson
- Receive nominations to replace Kathy White

Tourism Authority

4	Mary Halifax	Duncan	Ex-Officio White Female	through Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? No
2	Cathy Roanoke Rapids	Scott	Ex-Officio White Female	through Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? No
1	Jim Littleton	Trzinki	Ex-Officio White Male	through Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? No
3	Arthur Halifax	Whitehead	Ex-Officio White Male	through Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? No
7	Yvonne Littleton	Thompson	Member White Female	8/1/2016 through 7/31/2019 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? No
6	Kathy Roanoke Rapids	White	Member White Female	8/1/2016 through 7/31/2019 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? No
5	Curtis Roanoke Rapids	Wynn	Member Black Male	8/1/2016 through 7/31/2019 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
10	Sandra Roanoke Rapids	Bryant	Member Black Female	8/1/2017 through 7/31/2020 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? No
9	James Roanoke Rapids	Carlisle	Member White Male	8/1/2017 through 7/31/2020 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? No
8	Jessica Roanoke Rapids	Hedgpeth	Member Indian Female	7/9/2018 through 7/31/2020 Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
13	Christina Roanoke Rapids	Gregory	Member White Female	8/1/2018 through 7/31/2021 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? No
12	Brent Scotland Neck	Lubbock	Member White Male	6/3/2019 through 7/31/2021 Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
11	Percilla Roanoke Rapids	West	Member Black Female	8/1/2018 through 7/31/2021 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? No



260 Premier Blvd.
Roanoke Rapids, NC 278780

(252) 535-1687
(800) 522-4282
Fax: (252) 535-5767

HALIFAX COUNTY

CONVENTION AND VISITORS BUREAU

June 21, 2019

Ms. Andrea H. Wiggins, MMC, NCCCC
Clerk to the Board/Assistant to the County Manager
County of Halifax
P. O. Box 38
Halifax, NC 27839

Dear Andrea:

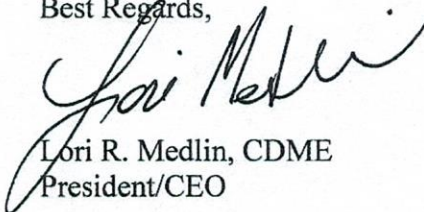
Thank you for your letter regarding board appointments to the Halifax County Tourism Development Authority. The Board of Directors respectfully requests the following actions be taken at the Halifax County Commissioner's July 8, 2019 meeting:

			<u>Term</u>	<u>Term #</u>
Yvonne Thompson -	Reappoint	White Female	8/1/2019 through 7/31/2022	3
Curtis Wynn -	Reappoint	Black Male	8/1/2019 through 7/31/2022	2

Kathy White will complete her service as of July 31, 2019. We will submit a request for replacement as soon as possible.

Thank you for your assistance with these important appointments. If you have any questions, please do not hesitate to call me at (252) 535-1687.

Best Regards,



Lori R. Medlin, CDME
President/CEO

LRM/scw

MEMORANDUM

TO: HALIFAX COUNTY COMMISSIONERS

FROM: ANDREA H. WIGGINS, CLERK TO THE BOARD

SUBJECT: UPPER COASTAL PLAIN BOARD OF DIRECTORS

According to our records, the Upper Coastal Plain Board of Directors has one member that is appointed by the Board of Commissioners that is no longer attending meetings:

Norlan Graves

The following action is requested, if the Board so chooses:

- Receive nominations to appoint a replacement to fill the unexpired term of Norlan Graves

Upper Coastal Plain Board of Directors

3	Tony <i>Halifax</i>	Brown	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	Ian <i>Halifax</i>	Bumgarner	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	Dia <i>Halifax</i>	Denton	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	Norlan <i>Roanoke Rapids</i>	Graves	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	Barbara <i>Enfield</i>	Simmons	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	Marcelle <i>Scotland Neck</i>	Smith	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>

UPPER COASTAL PLAIN

COUNCIL OF GOVERNMENTS

121 W. NASH STREET (27893)

P. O. BOX 9

WILSON, NORTH CAROLINA 27894

PHONE: 252.234.5952

www.ucpcog.org

June 12, 2019

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

Dear Mr. Brown:

Our records show that Mr. Norlan Graves represents Halifax County as an official At-Large member of the Upper Coastal Plain Council of Governments Board of Directors, with no alternate on file. As you know, in order to be an active member and to fully participate and take advantage of all our services, attendance is crucial. Our records indicate that Mr. Graves has not attended any meeting or sent a proxy for more than three consecutive meetings.

The Council of Governments Official By-Laws specifically state the following:


SECTION 4. ATTENDANCE AT MEETINGS

Upon failure of a Director to appear in person, by Alternate, or by properly executed proxy at three consecutive regular Board meetings or fifty percent (50%) of those held during the fiscal year, the Chairperson will notify the appropriate governing officials and request a replacement.

Therefore, we are officially requesting that a new Board Member and alternate be appointed to represent your county. Please notify our office to let us know when this has been done so that we can update our records.

Thank you for your cooperation and we look forward to working with you in the future.

Sincerely,



Doug Hughes
Chairman of the Board

CC: Mr. Vernon J. Bryant, Chairman

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.

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

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 **EMS Advisory Committee** has eight positions that are appointed by the Board of Commissioners that are vacant:

John Patrick Staton, Linwood Letchworth, Ronald Locke, Suzanne Whiddon,
Terry Newsom, Sandra Showalter, Mildred Dotson, and Kenneth Smith

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

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.

Continued

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

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

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

According to our records, the **Halifax-Northampton Regional Airport Authority** has four alternate positions that may be appointed by the Board of Commissioners that are vacant:

Alternates

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,
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 Rapids Board of Adjustment** has one position that is appointed by the Board of Commissioners that is vacant:

Tillman Long

Continued

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.

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

Adult Care Home Advisory Committee

3	Fred Brown (Vacant) <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	Hattie Staton <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	Prudence Boseman <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	Ozie Ruffin <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	Alberta Greene <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	Susan Horrell (Vacant) <i>Halifax</i>	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	Lakeshia Jones (Vacant) <i>Roanoke Rapids</i>	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	Magda Baligh <i>Roanoke Rapids</i>	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	Florine Bell <i>Roanoke Rapids</i>	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	Kevin Kupietz <i>Roanoke Rapids</i>	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	Bobby Martin <i>Roanoke Rapids</i>	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	Shannon McAllister <i>Littleton</i>	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	Michael Pittman <i>Halifax</i>	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>

EMS Advisory Committee

5	John Patrick <i>Scotland Neck</i>	Staton (Vacant)	Member <i>White Male</i>	7/1/2013 through 6/30/2016 <i>Term Number: 1</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
6	Linwood <i>Scotland Neck</i>	Letchworth (Vacant)	Member <i>White Male</i>	7/1/2015 through 6/30/2018 <i>Term Number: 1</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
7	Ronald <i>Enfield</i>	Locke (Vacant)	Member <i>White Male</i>	7/1/2015 through 6/30/2018 <i>Term Number: 3</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? No</i>
9	Janice <i>Roanoke Rapids</i>	Hales	Member <i>White Female</i>	7/1/2016 through 6/30/2019 <i>Term Number: 4</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? No</i>
3	Terry <i>Littleton</i>	Newsom (Vacant)	Member <i>White Male</i>	7/1/2016 through 6/30/2019 <i>Term Number: 3</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? No</i>
8	Sandra <i>Roanoke Rapids</i>	Showalter (Vacant)	Member <i>White Female</i>	7/1/2016 through 6/30/2019 <i>Term Number: 1</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
1	Mildred <i>Littleton</i>	Dotson (Vacant)	Member <i>White Female</i>	7/1/2017 through 6/30/2020 <i>Term Number: 2</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
4	Kenneth <i>Roanoke Rapids</i>	Smith (Vacant)	Member <i>White Male</i>	7/1/2017 through 6/30/2020 <i>Term Number: 3</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? No</i>
2	Suzanne <i>Roanoke Rapids</i>	Whiddon (Vacant)	Member <i>White Female</i>	7/1/2017 through 6/30/2020 <i>Term Number: 3</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? No</i>

Five County Community Oper. Center Oversight Board

1	Dean Smith (vacant) Roanoke Rapids	Consumer/Family Member of Co White Male	7/1/2012 through 6/30/2015 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
3	Marcelle Smith Scotland Neck	County Commissioner Black Male	7/1/2015 through 6/30/2018 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
2	Regina Dickens Littleton	Community Stakeholder/Citizen White Female	7/1/2016 through 6/30/2019 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes

Halifax County Board of Adjustment

2	Thomas <i>Littleton</i>	Myrick, Jr. (Vacant)	Alternate <i>White Male</i>	6/2/2014 through 2/28/2017 <i>Term Number: 0</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
5	Jeffrey <i>Roanoke Rapids</i>	Faison	Alternate <i>White Male</i>	3/1/2017 through 2/20/2020 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
1	Lee <i>Roanoke Rapids</i>	Bone	Member <i>White Male</i>	3/1/2017 through 2/28/2020 <i>Term Number: 6</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
4	Jason <i>Littleton</i>	Myrick	Member <i>White Male</i>	2/4/2019 through 2/28/2020 <i>Term Number: 0</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
3	James <i>Enfield</i>	Whitaker	Member <i>Black Male</i>	2/5/2018 through 2/28/2020 <i>Term Number: 0</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
7	James <i>Roanoke Rapids</i>	Burroughs, Jr.	Member <i>Black Male</i>	3/1/2018 through 2/28/2021 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
8	Levi <i>Enfield</i>	Scott	Alternate <i>Black Male</i>	3/1/2018 through 2/28/2021 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
6	John <i>Scotland Neck</i>	Smith	Member <i>Black Male</i>	7/1/2017 through 6/30/2021 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>

Halifax County Council on Aging

12	Carolyn Johnson <i>Littleton</i>	County Commissioner <i>Black Female</i>	through Term Number:	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
10	Jennifer Cooper (Vacant) <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? Yes
5	Brenda Ausby <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? No
2	Helen Bush <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? Yes
16	James Walden <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? No
9	Gail Walker <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? No
11	Greg Browning <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? No
13	Undine Garner <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? No
14	Marion Lewis <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? No
3	Ernestine Ware <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? No
15	Belinda Belfield <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? No
4	Katherine Lee <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? No
7	Tillman Long <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? Yes
1	William Mueller <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? Yes
8	Sandra Rosser <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? No
6	Gladys Walden <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? No

Halifax County Human Relations Commission

1	George Branch, Jr. (Vacant) <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	Doris Richardson (vacant) <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	Robert Bigham <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	Sandra Bryant <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	Sheldon Deaton <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	Susie Hodges <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	J. Rives Manning <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	Terry Buffaloe <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	Michael Felt <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	Christopher Mayo (Vacant) <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	George Daniel <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	Lori Medlin <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	Richard Woodruff <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	William Cox <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	Jeff Dickens <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	Judy Evans-Barbee <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	Curtis Strickland <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	Frances King <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	J. Rives Manning, Jr. <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	W. Turner Stephenson III <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	Appointed by: Halifax County Commissioners	Eligible for reappointment? Yes
				Term Number:			
14	Vacant		Alternate Member		through	Appointed by: Halifax County Commissioners	Eligible for reappointment? Yes
				Term Number:			
13	Vacant		Alternate Member		through	Appointed by: Halifax County Commissioners	Eligible for reappointment? Yes
				Term Number:			
12	Vacant		Alternate Member		through	Appointed by: Halifax County Commissioners	Eligible for reappointment? Yes
				Term Number:			
3	Dia	Denton	Ex-Officio		through	Appointed by: Halifax County Commissioners	Eligible for reappointment? Yes
	Halifax		White Female		Term Number: 0		
2	Mary	Duncan	Ex-Officio		through	Appointed by: Halifax County Commissioners	Eligible for reappointment? Yes
	Halifax		White Female		Term Number: 0		
8	Calvin	Potter	Secretary	2/1/2015	through 1/31/2018	Appointed by: Roanoke Rapids City Council	Eligible for reappointment? No
	Roanoke Rapids		White Male		Term Number: 8		
9	Geneva	Riddick-Faulkner	Member	5/2/2017	through 1/31/2018	Appointed by: Northampton County Commissioners	Eligible for reappointment? Yes
	Rich Square		Black Female		Term Number: 0		
11	Vernon J.	Bryant	Member	2/1/2016	through 1/31/2019	Appointed by: Halifax County Commissioners	Eligible for reappointment? Yes
	Roanoke Rapids		Black Male		Term Number: 1		
7	Edward Lee	Clements	Member	2/1/2016	through 1/31/2019	Appointed by: Halifax County Commissioners	Eligible for reappointment? Yes
	Halifax		White Male		Term Number: 2		
6	Julia	Meacham	Member	2/1/2016	through 1/31/2019	Appointed by: Halifax County Commissioners	Eligible for reappointment? No
	Weldon		White Female		Term Number: 5		
1	Chris	Canady	Member	2/1/2017	through 1/31/2020	Appointed by: Roanoke Rapids City Council	Eligible for reappointment? Yes
	Roanoke Rapids		White Male		Term Number: 1		
10	Robert	Clark	Member	2/1/2017	through 1/31/2020	Appointed by: Halifax County Commissioners	Eligible for reappointment? No
	Roanoke Rapids		Black Male		Term Number: 4		
4	Fannie	Greene		2/1/2017	through 1/31/2020	Appointed by: Northampton County Commissioners	Eligible for reappointment? Yes
	Gaston		Black Female		Term Number: 4		
5	Andrew	Roy	Member	2/1/2017	through 1/31/2020	Appointed by: Halifax-Northampton Airport Authority	Eligible for reappointment? Yes
	Rocky Mount		White Male		Term Number: 2		

Industrial Facilities & Pollution Control

5	Kenny Deloatch 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	Carl Ferebee 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	G. Wayne Long 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	Rick Gilstrap (Vacant) 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	Clay Shields 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	Michael Knudson 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	Marvin Newsom, III 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	Diane Pridgen (Vacant) <i>Scotland Neck</i>	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? Yes
7	Fred Draper (Vacant) <i>Roanoke Rapids</i>	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? Yes
25	Ronna Graham (Vacant) <i>Halifax</i>	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? Yes
16	Linda Vaughan (Vacant) <i>Roanoke Rapids</i>	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? Yes
10	Janyah Alston (Vacant) <i>Scotland Neck</i>	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? Yes
5	Niasia Anthony (Vacant) <i>Scotland Neck</i>	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? Yes
1	Bettina Flood (Vacant) <i>Halifax</i>	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? Yes
26	Levi Scott (Vacant) <i>Enfield</i>	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? Yes
12	Clarette Glenn (Vacant) <i>Henderson</i>	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? Yes
3	Ellen Burnette <i>Roanoke Rapids</i>	At-Large Member <i>White Female</i>	2/1/2018 through 1/31/2020 Term Number: 6	Appointed by: Halifax County Commissioners Eligible for reappointment? No
6	Anzell Harris <i>Halifax</i>	Halifax Sheriff Office <i>Black Male</i>	2/1/2018 through 1/31/2020 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
8	Joe Long <i>Halifax</i>	Parks & Recreation Representati <i>White Male</i>	2/1/2018 through 1/31/2020 Term Number: 11	Appointed by: Halifax County Commissioners Eligible for reappointment? No
4	Joseph Sandoval <i>Weldon</i>	Faith Community Representative <i>White Male</i>	2/1/2018 through 1/31/2020 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
14	Valerie Asbell <i>Halifax</i>	District Attorney <i>White Female</i>	2/1/2019 through 1/31/2021 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
20	Brenda Branch <i>Roanoke Rapids</i>	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? No
13	Tony N. Brown <i>Halifax</i>	County Manager <i>Black Male</i>	2/1/2019 through 1/31/2021 Term Number: 6	Appointed by: Halifax County Commissioners Eligible for reappointment? No

23	Terry <i>Roanoke Rapids</i>	Buffaloe	At-Large Member <i>Black Male</i>	2/1/2019 through 1/31/2021 <i>Term Number: 3</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
24	Eric <i>Halifax</i>	Cunningham	School Superintendent Designee <i>Black Male</i>	2/1/2019 through 1/31/2021 <i>Term Number: 2</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
17	Chuck <i>Roanoke Rapids</i>	Hasty	Police Chief <i>White Male</i>	2/1/2019 through 1/31/2021 <i>Term Number: 2</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
11	Robin <i>Halifax</i>	Johnson	Social Services representative <i>White Female</i>	2/1/2019 through 1/31/2021 <i>Term Number: 3</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
2	Teresa <i>Enfield</i>	King	At-Large Member <i>Black Female</i>	2/1/2019 through 1/31/2021 <i>Term Number: 1</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
21	Sonynia <i>Halifax</i>	Leonard	Chief Court Counselor <i>Black Female</i>	2/1/2019 through 1/31/2021 <i>Term Number: 2</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
18	Doris <i>Littleton</i>	Mack	At-Large Member <i>Black Female</i>	2/1/2019 through 1/31/2021 <i>Term Number: 11</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? No</i>
15	Angela <i>Roanoke Rapids</i>	Moody	Public Health Representative <i>White Female</i>	2/1/2019 through 1/31/2021 <i>Term Number: 1</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
22	Barbara <i>Weldon</i>	Plum	At-Large Member <i>Black Female</i>	2/1/2019 through 1/31/2021 <i>Term Number: 3</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
19	Marcelle <i>Scotland Neck</i>	Smith	County Commissioner <i>Black Male</i>	2/1/2019 through 1/31/2021 <i>Term Number: 6</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? No</i>

Nursing Home Advisory Committee

5	Carolyn <i>Littleton</i>	Johnson	Ex-Officio <i>Black Female</i>		through Term Number:	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
3	Delores <i>Enfield</i>	McGriff (vacant)	Member <i>Other Female</i>	9/3/2013	through 6/30/2014 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
1	Nannie <i>Hollister</i>	Lynch (vacant)	Member <i>Black Female</i>	7/1/2012	through 6/30/2015 Term Number: 4	Appointed by: Halifax County Commissioners Eligible for reappointment? No
7	Hattie <i>Roanoke Rapids</i>	Squire (Vacant)	Member <i>Black Female</i>	7/1/2012	through 6/30/2015 Term Number: 4	Appointed by: Halifax County Commissioners Eligible for reappointment? No
6	Prudence <i>Littleton</i>	Boseman	Member <i>White Female</i>	2/1/2016	through 6/30/2018 Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
2	Clarence <i>Scotland Neck</i>	Pender	Member <i>Black Male</i>	7/1/2017	through 6/30/2020 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
4	Isabelle <i>Scotland Neck</i>	Pender	Member <i>Black Female</i>	7/1/2017	through 6/30/2020 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes

Roanoke Rapids Board of Adjustment

- | | | | | |
|---|--|--------------------------------|--|---|
| 1 | Tillman Long (vacant)
Roanoke Rapids | ETJ Member
White Male | 6/1/2011 through 5/31/2014
Term Number: 4 | Appointed by: Halifax County Commissioners
Eligible for reappointment? No |
| 2 | Greg Browning
Roanoke Rapids | Alternate Member
Black Male | 6/1/2018 through 5/31/2021
Term Number: 6 | Appointed by: Halifax County Commissioners
Eligible for reappointment? No |

Roanoke Rapids Planning Board

2	Tillman Long (vacant) 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
1	Terry Campbell Roanoke Rapids	ETJ Member Black Male	6/1/2016 through 5/31/2019 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? No
3	Robert Moore, Jr. (Vacant) 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	Greg Browning 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

Solid Waste Advisory Board

5	Bill <i>Enfield</i>	Dickens (vacant)	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	John <i>Halifax</i>	Lovett (vacant)	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	Danny <i>Roanoke Rapids</i>	Acree	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	Jeffrey <i>Weldon</i>	Elks	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	Gregory <i>Enfield</i>	Griffin	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	James <i>Scotland Neck</i>	Gunnells	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	Al <i>Littleton</i>	Haskins	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	Ann <i>Littleton</i>	Jackson	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	John <i>Scotland Neck</i>	Smith	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	Robert <i>Hobgood</i>	Sykes, Jr.	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	Betty <i>Littleton</i>	Willis	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>

MEMORANDUM

TO: HALIFAX COUNTY COMMISSIONERS

FROM: ANDREA H. WIGGINS, CLERK TO THE BOARD

SUBJECT: AUGUST 2019 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.

According to our records, the Voluntary Agriculture District Board has two members that are appointed by the Board of Commissioners with terms that will expire on August 31, 2019:

Troy Fulkerson and Mike Hale

Voluntary Agriculture District Board

0	James Davis, III <i>Scotland Neck</i>	Ex-Officio <i>Black Male</i>	through Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
0	Judy Evans-Barbee <i>Halifax</i>	Ex-Officio <i>White Female</i>	through Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
0	Doris Hawkins <i>Halifax</i>	Ex-Officio <i>White Female</i>	through Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
0	Will Mann <i>Halifax</i>	Ex-Officio <i>White Male</i>	through Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
0	Chris Rountree <i>Halifax</i>	Ex-Officio <i>White Male</i>	through Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
0	Arthur Whitehead <i>Halifax</i>	Ex-Officio <i>White Male</i>	through Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
2	Troy Fulkerson <i>Enfield</i>	Member <i>White Male</i>	9/1/2016 through 8/31/2019 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? No
1	Mike Hale <i>Littleton</i>	Member <i>White Male</i>	9/1/2016 through 8/31/2019 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? No
3	Chris Braddy <i>Scotland Neck</i>	Member <i>White Male</i>	9/1/2017 through 8/31/2020 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? No
4	Michael Morris <i>Roanoke Rapids</i>	Member <i>White Male</i>	9/1/2017 through 8/31/2020 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? No
6	Tony Francis <i>Enfield</i>	Member <i>Black Male</i>	9/1/2018 through 8/31/2021 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? No
0	Raymond Garner, Jr. <i>Roanoke Rapids</i>	Member <i>White Male</i>	9/1/2018 through 8/31/2021 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? No
5	Haywood Harrell <i>Halifax</i>	Member <i>Black Male</i>	3/11/2019 through 8/31/2021 Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Tony N. Brown, County Manager

PRESENTER: Tony N. Brown, County Manager

SUBJECT: NCACC Annual Conference - Designation of Voting Delegate

DATE: July 8, 2019 Regular Meeting

SUPPORTING INFORMATION:

Attached, please find the Designation of Voting Delegate form. Please appoint a Voting Delegate to represent the County at the NCACC Annual Conference.

ATTACHMENTS:

Description

▢ NCACC Voting Delegate Form

TOTAL COST:

COUNTY COST:

REQUEST: Approve a Voting Delegate in reference to the NCACC Annual Conference.

Andrea Wiggins

From: Alisa Cobb <alisa.cobb@ncacc.org>
Sent: Wednesday, June 19, 2019 3:56 PM
To: County Managers; County Clerks
Subject: Designation of Voting Delegate to NCACC's 112th Annual Conference, August 22-24, 2019
Attachments: Voting delegate form 2019.doc

County Managers and Clerks to the Board,

The NCACC 112th Annual Conference will be held in Guilford County August 22-24, 2019. During the business session on Saturday, August 24, scheduled from 2 – 4 p.m., each county will be entitled to one vote on items that come before the membership, including election of the NCACC Second Vice President. In order to facilitate this process, we ask that each county designate one voting delegate prior to Annual Conference using the attached Designation of Voting Delegate form.

Please return the completed form to Alisa Cobb by **12 Noon on Friday, August 16, 2019**; should you have any questions, please contact Alisa Cobb at alisa.cobb@ncacc.org or (919) 715-2685.

We appreciate all you do to help us make this a successful event and look forward to seeing you in Guilford County!

Thank you,



Alisa A. Cobb
Executive Assistant
North Carolina Association of County Commissioners
353 E. Six Forks Road, Suite 300 | Raleigh, NC 27609
Phone (919) 715-2685 | Fax (919) 733-1065
www.ncacc.org
www.welcometoyourcounty.org





Designation of Voting Delegate to NCACC Annual Conference

I, _____, hereby certify that I am the duly designated voting delegate for _____ County at the 112th Annual Conference of the North Carolina Association of County Commissioners to be held in Guilford County, N.C., on August 22-24, 2019.

Signed: _____

Title: _____

Article VI, Section 2 of our Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues.”

Please return this form to Alisa Cobb by: **12 Noon on Friday, August 16, 2019:**

NCACC
323 W. Jones Street, Suite 500
Raleigh, NC 27603
Fax: (919) 733-1065
Email: alisa.cobb@ncacc.org
Phone: (919) 715-2685



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: Consent to Assignment of Lease from Geenex LLC to The Center for Energy Education

DATE: July 8, 2019 Regular Meeting

SUPPORTING INFORMATION:

Geenex LLC ("Geenex") and The Center for Energy Education ("C4EE") propose to enter into an agreement whereby Geenex assigns and C4EE assumes all obligations of Geenex under the Geenex Solar Center Lease. The board of commissioners must consent to all such assignments by Geenex. In years past, Geenex has assigned leases for various portions of the old airport property that are used for solar power generation. This assignment has to do with the property that is principally associated with the Solar Center. C4EE will assume responsibility for payment of rent, as well payment of property taxes on the leasehold improvements. Although a nonprofit corporation, C4EE warrants that it will maintain the total ad valorem taxable investment in Halifax County as called for under the terms and conditions of our economic development agreement with Geenex. That period of ad valorem taxable investment is from June 30, 2015, to June 30, 2025. The level of taxable investment is \$500,000. During that period of time, C4EE will not seek any decrease or exemption based upon its nonprofit status. The current annual rent payments are \$2,240.25. The 2018 tax bill was \$4,863.01. Please be aware that, as with the earlier assignments, this assignment will be without recourse against Geenex if the assignee fails to pay rent or property taxes.

ATTACHMENTS:

Description

- ☐ Proposed Assignment and Assumption Agreement
- ☐ Fourth Modification to Economic Development Agreement
- ☐ Memo Regarding Rents_Old Airport Property
- ☐ Solar Center 2018 Tax Bill
- ☐ Solar Center_2019 Property Card

TOTAL COST:n/a

COUNTY COST:n/a

REQUEST: Consider whether you will consent to the proposed assignment of the Geenex Solar Center Lease to The Center for Energy Education.

STATE OF NORTH CAROLINA
COUNTY OF HALIFAX

ASSIGNMENT OF
LAND LEASE AND EASEMENT FOR
GEENEX SOLAR CENTER PREMISES

This ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (the “Agreement”), is made as of the ____ day of June, 2019, by and between GEENEX LLC, a North Carolina limited liability company (“Geenex”), THE CENTER FOR ENERGY EDUCATION, a North Carolina nonprofit corporation (“Assignee”) and consented to by HALIFAX COUNTY NORTH CAROLINA, a unit of local government (“County”).

RECITALS:

WHEREAS, on January 24, 2013, Geenex entered into a Lease Agreement with the County, whereby Geenex leased a property located at 460 Airport Road, Roanoke Rapids, North Carolina 27870, consisting of 251.976 acres (hereinafter the “Property”) from the County for the purpose of constructing a solar power plant and a Solar Center of Excellence thereon (as the “Original Lease Agreement”);

WHEREAS, pursuant to that certain Amended and Restated Land Lease and Easement between the County and Geenex, dated July 16, 2014 (the “Amended and Restated Lease”), the Original Lease Agreement (as previously amended), was further amended such that Geenex leased the Property from the County pursuant to two separate leases, (1) that certain Land Lease and Easement for Solar Power Plant Equipment dated July __, 2016 (the “Solar Equipment Lease”), and (2) that certain Land Lease and Easement for Solar Center dated July 16, 2014, as amended by that certain Amended and Restated Land Lease and Easement for Solar Center, dated December 5, 2014 (the “Solar Center Lease”), a memorandum of which is recorded in Book 2445 at Page 538 in the Halifax County, North Carolina Public Registry;

WHEREAS, the Solar Center Lease separates out obligations related to the (1) Solar Center Premises (as defined in the Solar Center Lease), pursuant to that certain Land Lease and Easement for Geenex Solar Center, dated December 5, 2014 (as amended pursuant to that certain Land Lease and Easement Amendment, dated December 22, 2017, by and among Geenex and HXOap Solar One, LLC the “Geenex Solar Center Lease”), and (2) the Cardinal Premises (as defined in the Solar Center Lease), pursuant to that certain Land Lease and Easement for Cardinal Premises by and among the County and Geenex (“Cardinal Lease”);

WHEREAS, pursuant to that certain Assignment of Land Lease and Easement for Cardinal Premises dated December 5, 2014 between Geenex and Northern Cardinal Solar LLC, a North Carolina limited liability company (“Cardinal”), the portion of the Solar Center Lease consisting of the Cardinal Lease was assigned to Cardinal;

WHEREAS, Geenex desires to assign and Assignee desires to assume, all of Geenex’s right, title and interest in and to the Geenex Solar Center Lease on the terms set forth herein; and

NOW, THEREFORE, for and in consideration of the sum of ONE HUNDRED DOLLARS (\$100.00) paid by Assignee to Geenex, the receipt of which is hereby acknowledged, and other good and valuable consideration, the parties hereto agree as follows:

W I T N E S S E T H:

1. Effective Date. The term “Effective Date” as used in this Agreement shall be the date that the County provides its written consent hereto.

2. Assignment. Geenex hereby assigns to Assignee and Assignee accepts from Geenex, all of Geenex’s right title and interest in and to the Geenex Solar Center Lease.

3. Assumption. Assignee hereby assumes and agrees to be bound by all of Geenex’s obligations under the Geenex Solar Center Lease. Assignee shall perform all the terms, covenants and conditions of “Lessee” under the Geenex Solar Center Lease, including the payment of rent and any other required amounts to the County, after the Effective Date. It is further understood and agreed by Geenex and the County that Assignee has no obligations under the terms of the Solar Equipment Lease or the Cardinal Lease.

4. Representations and Warranties.

(A) Geenex represents and warrants that: (i) a true complete and correct copy of the Geenex Solar Center Lease is attached hereto as Exhibit A; (ii) the Geenex Solar Center Lease has not been amended or modified except as set forth in the documents attached as Exhibit A; and (iii) Geenex is not aware of any default or fact, which but for the giving of notice or the passage of time would be a default under the Geenex Solar Center Lease.

(B) Assignee represents and warrants that: (i) Assignee shall maintain a total ad valorem taxable investment in the County of not less than \$500,000 (the “Tax Investment”); and (ii) Assignee shall not seek any decrease in the Tax Investment based upon its status as a North Carolina nonprofit corporation. The forgoing Section 4(B)(ii) shall not be deemed to limit Assignee’s rights to seek other lawful tax exemptions or prevent Assignee from seeking property tax exemptions from and after the time the Tax Investment is no longer owed under the Economic Development Agreement dated July 20, 2013 as same has been amended from time to time.

5. Indemnification. Assignee shall indemnify and hold Geenex harmless from any and all claims, damages, expenses and liabilities of whatever nature, including attorney’s fees, arising under the Geenex Solar Center Lease or relating to the Solar Center Premises after the Effective Date. Geenex shall indemnify and hold Assignee harmless from any and all claims, damages, expenses and liabilities of whatever nature, including attorney’s fees, arising under the Geenex Solar Center Lease or relating to the Solar Center Premises on or prior to the Effective Date.

6. No Assignment or Occupancy. Assignee shall not assign the Geenex Solar Center Lease or sublet all or any portion of the Solar Center Premises without the prior written consent of County.

7. Notices. All notices or other communications hereunder shall be in writing and shall be given to such party by hand delivery, overnight delivery or by certified mail, return receipt requested, at the addresses set forth below the respective executions of the parties hereof, or such other addresses hereafter provided by notice to the other party.

8. Amendment. Except as specifically modified herein, the Geenex Solar Center Lease will continue in full force and effect. This Agreement may not be amended except by in writing duly signed by authorized officers of the parties hereto.

9. Partial Invalidity. If any section of this Agreement or any part of any section herein shall be held unlawful, invalid or unenforceable, that part shall be deemed deleted and without prejudice to the lawfulness, validity and enforceability of the remaining sections and parts thereof.

10. Choice of Law. This Agreement shall be governed by and construed in accordance with laws of the State of North Carolina.

11. Successors. This Agreement shall inure to the benefit of, and be binding upon, the heirs, personal representatives or successors or assigns of the parties hereto.

12. Condition Precedent. In no event shall this Agreement be effective unless and until the County has provided its written consent to same. In the event that the County has not provided its consent to this Agreement on or before [REDACTED], 2019, either Assignee or Geenex may terminate this Agreement upon written notice to the other party.

[THE REMAINDER OF THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, acknowledging and signifying its authority to enter into this Agreement, by its duly authorized officer, manager, or representative, on the day and year first written above.

ASSIGNOR:

GEENEX LLC,
a North Carolina limited liability company

By: _____
Name: _____
Title: _____

Initial address for notices:

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that _____, the _____ of Geenex LLC, personally appeared before me this day and acknowledged the due execution of the forgoing instrument and acknowledged that the instrument was executed for the purposes herein expressed and described, this the _____ day of _____, 2019.

Print or type name: _____

My Commission Expires: _____

ASSIGNEE:

THE CENTER FOR ENERGY EDUCATION,
a North Carolina nonprofit corporation

By: _____
Name: _____
Title: _____

Initial address for notices:

The Center for Energy Education
460 Airport Road
Roanoke Rapids, North Carolina 27870
Attention: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby
certify that _____, _____ of The Center for Energy Education, personally
appeared before me this day and acknowledged the due execution of the forgoing instrument and
acknowledged that the instrument was executed for the purposes herein expressed and described, this
the _____ day of _____, 2019.

Print or type name: _____

My Commission Expires: _____

CONSENT OF COUNTY

Halifax County joins in the execution hereof for the purpose of consenting to the assignment described herein.

IN WITNESS WHEREOF, County has caused this Agreement to be executed by its respective undersigned officer(s) and or representative(s), they being duly authorized, effective as of the date first above written.

HALIFAX COUNTY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attest:

Name:

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

Approved as to Form and Legality

County Attorney

Finance Officer

STATE OF NORTH CAROLINA
COUNTY OF _____

I, the undersigned, a Notary Public for the County and State aforesaid, certify that the following person(s) personally appeared before me this day, and

- ☐ I have personal knowledge of the identity of the principal(s)
- ☐ I have seen satisfactory evidence of the principal's identity, by a current state or Federal identification with the principal's photograph in the form of a _____.
- ☐ A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the forgoing document for the purpose stated therein and in the capacity indicated:

<u>Name</u>	<u>Capacity</u>

Date: _____

_____, Notary Public

My Commission Expires: _____

[AFFIX NOTARY SEAL BELOW - NOTE THAT SEAL MUST BE FULLY LEGIBLE]

EXHIBIT A

Geenex Solar Center Lease

NORTH CAROLINA

HALIFAX COUNTY

FOURTH MODIFICATION TO ECONOMIC DEVELOPMENT AGREEMENT

This FOURTH MODIFICATION, made and entered into this 16th day of July, 2014, by and between **Halifax County**, a body politic (hereinafter referred to as the "County") and **Geenex, LLC**, a Nevada limited liability company (hereinafter referred to as "Geenex"), (the County and Geenex may be referred to herein collectively as the "Parties" and individually as a "Party");

WITNESSETH:

THAT WHEREAS, the County and Geenex entered into an Economic Development Agreement dated January 24, 2013, as amended by a Modification to Economic Development Agreement dated July 20, 2013, under the terms of which the Company will construct, operate and maintain a solar energy production facility as well as a solar energy learning and training center (the Project); and

WHEREAS, pursuant to the terms of the Economic Development Agreement, the County and Geenex entered into a Land Lease and Easement Agreement (the "Lease") for certain real property (the "Property"), dated January 24, 2013, and amended by a Modification to Lease Agreement dated July 20, 2013; and

WHEREAS, both the Economic Development Agreement and the Lease were further modified by that certain "Second Modification to Economic Development Agreement and Land Lease and Easement Agreement" dated December 2, 2013; and

WHEREAS, both the Economic Development Agreement and the Lease were further modified by that certain “Third Modification to Economic Development Agreement and Land Lease and Easement Agreement” dated March 24, 2014 (the Economic Development Agreement, amended as above described, hereinafter referred to as the “Agreement”, and the Lease, amended as above described, hereinafter referred to as the “Original Lease”); and

WHEREAS, the Original Lease was amended and restated pursuant to that certain Amended and Restated Land Lease and Easement Agreement dated July 16, 2014 (the “Amended and Restated Lease”); and

WHEREAS, pursuant to the Amended and Restated Lease, the Original Lease was modified to create two (2) separate leases, the “Land Lease and Easement Agreement for Solar Center” and the “Land Lease and Easement for Solar Power Plant Equipment”; and

WHEREAS, with the consent of the County, the Company has assigned its rights under the Land Lease and Easement Agreement for Solar Power Plant Equipment to HXOap Solar One, LLC (“HXOap”); and

WHEREAS, Geenex continues to be bound to meeting the economic development goals detailed in the Agreement, including its commitments to the taxable investments associated with the entire Project, job creation and the construction and operation of the Solar Center; and

WHEREAS, the Parties have mutually agreed to modify certain terms set forth in the Agreement, to evidence the continued commitments of Geenex recited above;

NOW, THEREFORE, for and in consideration of the premises recited above, and the further considerations set forth below, which the Parties deem to be legally sufficient, and in accordance with Paragraph VII of the Agreement, the Parties do hereby agree as follows:

1. That Paragraph I.B.1 of the Agreement is modified by adding the following provision after the end of the current language and immediately preceding Paragraph I.B.2:

The Lease Agreement has been amended and restated by that certain Amended and Restated Land Lease and Easement dated July 16, 2014, pursuant to which the Company has leased the Property from the County under the terms of two (2) separate lease agreements, the "Land Lease and Easement for Solar Center" and the "Land Lease and Easement for Solar Power Plant Equipment."

2. That Paragraph I.B.2 of the Agreement is modified to read as follows:

2. The Company or its successors or permitted assigns shall construct (i) a solar photovoltaic electric generating facility and related utilities, improvements, equipment and facilities (the "Generating Facility"), and (ii) the Solar Center of Excellence (the "Solar Center"), each as described in Exhibit A which is attached hereto and made a part hereof (collectively, the "Improvements").

3. That Paragraph I.B.3 of the Agreement is modified to read as follows:

3. The Company or its successors or assigns shall complete construction of and commence operations of each Phase of the Generating Facility and the Solar Center on the following schedule:

<i>Phase</i>	<i>Latest Operational Date</i>	<i>Minimum Amount of Acreage</i>
--------------	--------------------------------	----------------------------------

1	March 31, 2015	25
2	March 31, 2015	75
3	March 31, 2015	0
4	March 31, 2015	50
5	March 31, 2015	70
Solar Center	June 30, 2015	20

4. Paragraph I.B.6. of the Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof:

"The Company agrees that it will create a minimum of twelve (12) new full-time permanent jobs ("FTJs") within Halifax County on or before June 30, 2015."

5. That Paragraph I.B.8 of the Agreement is modified to read as follows:

8. The Company or its successors or assigns will create a total capital investment within Halifax County of at least SEVENTY-TWO MILLION DOLLARS (\$72,000,000) on the following schedule:

<i>Phase</i>	<i>Latest Operational Date</i>	<i>Amount of Capital Investment</i>
1	March 31, 2015	\$10,000,000
2	March 31, 2015	\$10,000,000
3	March 31, 2015	\$19,000,000
4	March 31, 2015	\$13,000,000
5	March 31, 2015	\$20,000,000
Solar Center	June 30, 2015	\$500,000
<i>Total Capital Investment</i>		<i>\$72,500,000</i>

6. That Paragraph I.B.9 of the Agreement is modified to read as follows:

9. *Notwithstanding the levels of capital investment set forth in paragraph I.B.8, the Company or its successors or assigns will maintain a total ad valorem taxable investment in Halifax County at the levels set out below for a period of time not less than 10 years from the Operational Date shown for each Phase (including the Solar Center):*

<i>Phase</i>	<i>Latest Operational Date</i>	<i>Minimum Taxable Investment</i>
<i>1</i>	<i>March 31, 2015</i>	<i>\$2,000,000</i>
<i>2</i>	<i>March 31, 2015</i>	<i>\$2,000,000</i>
<i>3</i>	<i>March 31, 2015</i>	<i>\$2,000,000</i>
<i>4</i>	<i>March 31, 2015</i>	<i>\$2,600,000</i>
<i>5</i>	<i>March 31, 2015</i>	<i>\$4,000,000</i>
<i>Solar Center</i>	<i>June 30, 2015</i>	<i>\$500,000</i>

7. That Section II.H. of the Agreement (Third Modification) is modified to read as follows:

H. *Notwithstanding the provisions of Paragraphs II. A, D, E or G, if the Company or its successors or assigns shall fail to commence operations, create levels of capital investment, or maintain levels of ad valorem taxable investment, then:*

1. *the Company shall make annual payment to the County in an amount equal to the difference between the amount of ad valorem taxes that would have been levied if the minimum taxable investment had been met as to time and/or level, and the amount of ad valorem taxes levied and paid on the actual taxable investment as to time and/or level, such payment to be made annually for the ten year period contemplated by this Agreement; AND*

2. *the Company shall pay an amount equal to the rent that would have been due to the County under the terms of any Lease in effect regarding either the Generating Facility or the Solar Center (as applicable) according to the schedule and in the*

amounts set forth in such Lease agreements notwithstanding the Company's or its successor's or assign's failure to meet the time frames and acreage specifications set forth in the applicable Lease.

3. *the provisions set forth in this Paragraph II regarding the County's rights to elect to terminate the Lease Agreement shall only be applicable to the Land Lease and Easement for Solar Center and, notwithstanding any failure of the Company or its permitted assigns to meet any or all of the Obligations set forth in this Paragraph II or elsewhere in this Agreement, the County shall not be entitled to elect to terminate the Land Lease and Easement for Solar Power Plant Equipment which has been assigned to HXOap. The County hereby acknowledges and agrees that HXOap and its successors and assigns as Lessee under the Land Lease and Easement for Solar Power Plant Equipment shall have no obligations under the terms of this Agreement, but only such obligations as set forth for the Lessee under said Land Lease and Easement for Solar Power Plant Equipment.*

8. The last sentence of Paragraph VII of the Agreement is hereby deleted in its entirety.

9. The first sentence of Section A to Exhibit A is hereby revised as follows:

A. *Ground mount Solar plant facilities of approximately 29MW(DC)/20MW(AC) in size, consisting of all necessary equipment for delivery of solar power to the grid.*

10. The foregoing is intended to be an addition and a modification to the Agreement. Except as modified and amended by this Fourth Modification, the Agreement shall remain in full

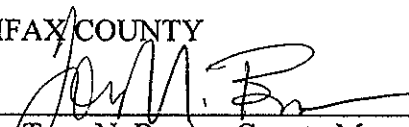
force and effect. If anything contained in this Fourth Modification conflicts with any terms of the Agreement, then the terms of this Fourth Modification shall govern and any conflicting terms in the Agreement shall be deemed deleted in their entirety. Each Party shall execute all instruments and documents and take such further action as may be reasonably required to effectuate the purposes of this Fourth Modification. This Fourth Modification may be modified only by a writing executed by the parties hereto. This Fourth Modification may be executed in multiple counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. The invalidity of any portion of this Fourth Modification shall not have any effect on the balance hereof. This Fourth Modification shall be binding upon the Parties hereto, as well as their successors, heirs, executors and assigns. This Fourth Modification shall be governed by, and construed in accordance with, North Carolina law.

IN WITNESS WHEREOF, the County and Geenex have caused this instrument to be executed in their corporate names by their duly authorized officers, effective as of the date first above written.

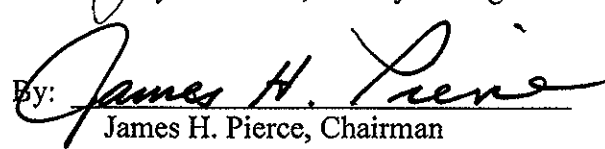
(This space intentionally blank. Signature pages follow.)

HALIFAX COUNTY

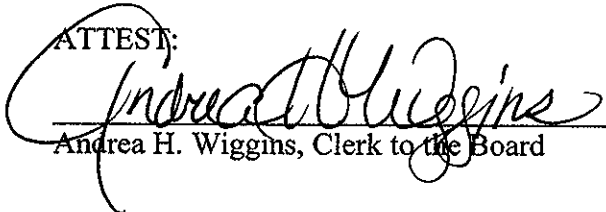
By:


Tony N. Brown, County Manager


By:


James H. Pierce, Chairman
Halifax County Board of
Commissioners

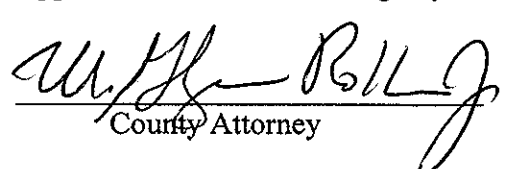
ATTEST:


Andrea H. Wiggins, Clerk to the Board

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

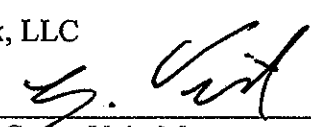

Finance Officer

Approved as to Form and Legality


County Attorney

Geenex, LLC

By:


Georg Veit, Manager



Office of the County Attorney

*M. Glynn Rollins, Jr., Attorney
Michelle F. Moseley, North Carolina Certified Paralegal
Post Office Box 38
Halifax, NC 27839*

*E-mail: rollinsg@halifaxnc.com
E-mail: moseleymf@halifaxnc.com
Phone: (252) 583-3612*

MEMO TO: Economic Development Team (Brown, Scott, Denton, Duncan, Bumgarner and Moseley)

Copy to: Jennifer Simmons, Teresa Mozingo

DATE: March 14, 2018

**AMENDED JUNE 13, 2019 (Corrections to
rent calculations on last page of memo)**

RE: Rent Payments for Leases on Old Airport Property

*MAR. 14
6-13-19*

Now that the dust has settled on the various lease agreements on County property out at the "old airport", I wanted to summarize for posterity (ie, the next 25 years or so) the various tenants, underlying lease documents, rents, and schedule of rent payment increases.

Please retain this information so that proper invoices can be sent to our tenants during the next 25 years. I don't plan to be here that long.

We have three different tenants on our property. I have organized this summary accordingly.

I. HXOap Solar One, LLC, (a subsidiary of Duke Energy Renewables)

Underlying Lease Documents:

- a. Amended and Restated Land Lease and Easement between Halifax County, as Lessor, and Geenex, LLC, as Lessee, dated July 16, 2014, specifically, Attachment B, entitled "Land Lease and Easement for Solar Power Plant Equipment" (the 220 acre "Solar Equipment Lease").
- b. Assignment of Land Lease and Easement between Geenex, LLC, as Assignor, and HXOap Solar One, LLC, as Assignee, dated July 16, 2014, regarding the 220 acre Solar Equipment Lease. Halifax County signed this document to evidence consent.
- c. Land Leases and Easements Amendment between Halifax County, Geenex, LLC, and HXOap Solar One, LLC, dated December 22, 2017, whereby Geenex, LLC, and HXOap Solar One, LLC, "swapped" certain portions of land between the "Solar Center Lease" and the "Solar Equipment Lease", but agreed to continue paying the same amount of Rent to the County under their respective Leases. Halifax County signed this document to evidence consent.

Acreage: 220 acres

Operational Date: December 16, 2014

Termination Date: December 16, 2039 (25 years from Operational Date) unless terminated sooner

Initial Rent: \$27,500.00 per year (\$125.00 x 220 ac) beginning December 16, 2014.

Scheduled Increases in Rent:	Dec. 16, 2019	\$28,325.00
	Dec. 16, 2024	\$29,174.75
	Dec. 16, 2029	\$30,050.00
	Dec. 16, 2034	\$30,951.50

Contact: Rhoda L. Williams
Duke Energy Renewables
Manager, Contract Management
139 East Fourth Street, EM 32
Cincinnati, OH 45202
(p) 513-287-1987
(f) 513-629-5561
Email: Rhoda.Williams@duke-energy.com

II. Northern Cardinal Solar, LLC (Member: BayWa r. e. Development, LLC)

Underlying Lease Documents:

- a. Amended and Restated Land Lease and Easement between Halifax County, as Lessor, and Geenex, LLC, as Lessee, dated July 16, 2014, specifically, Attachment A, entitled “Land Lease and Easement for Solar Center” (which includes ALL property leased to Geenex EXCEPT the 220 acre Solar Equipment Lease premises leased by HXOap Solar One LLC).
- b. Amended and Restated Land Lease and Easement for Solar Center between Halifax County, as Lessor, and Geenex, LLC, as Lessee, dated December 5, 2014, whereby the Solar Center Lease was divided into separate leases entitled “Land Lease and Easement for Geenex Solar Center Premises” and “Land Lease and Easement for Cardinal Premises”.
- c. Assignment of Land Lease and Easement for Cardinal Premises between Geenex, LLC, as Assignor, and Northern Cardinal Solar LLC, as Assignee, dated December 5, 2014, regarding the 14.014 acre Cardinal Premises. Halifax County signed this document to evidence consent.

d. First Amendment to Land Lease and Easement for Cardinal Premises between Halifax County, as Lessor, and Northern Cardinal Solar LLC, as Lessee, dated December 13, 2017, which amended various sections of the Cardinal Premises lease.

Acreage: 14.014 acres

Operational Date: TO BE DETERMINED (when solar plant is delivering power under PPA)

Termination Date: 25 years from Operational Date, subject to Extension Options set forth in the “First Amendment”

Initial Rent: \$1,751.75 per year (\$125.00 x 14.014 ac) beginning June 30, 2015

Scheduled Increases in Rent:	5 th anniv of Op Date	\$1,804.30
	10 th anniv of Op Date	\$1,858.43
	15 th anniv of Op Date	\$1,914.18
	20 th anniv of Op Date	\$1,971.61

Contact: Northern Cardinal Solar LLC
c/o BAYwa r.e. Development LLC, Member
17901 Von Karman Ave., Suite 550
Irvine, CA 92614

III. Geenex, LLC

Underlying Lease Documents:

a. Amended and Restated Land Lease and Easement between Halifax County, as Lessor, and Geenex, LLC, as Lessee, dated July 16, 2014, specifically, Attachment A, entitled “Land Lease and Easement for Solar Center” (which includes ALL property leased to Geenex EXCEPT the 220 acre Solar Equipment Lease premises leased by HXOap Solar One LLC).

b. Amended and Restated Land Lease and Easement for Solar Center between Halifax County, as Lessor, and Geenex, LLC, as Lessee, dated December 5, 2014, whereby the Solar Center Lease was divided into separate leases entitled “Land Lease and Easement for Geenex Solar Center Premises” and “Land Lease and Easement for Cardinal Premises”. Geenex still has the “Geenex Solar Center Premises”.

c. Land Leases and Easements Amendment between Halifax County, Geenex, LLC, and HXOap Solar One, LLC, dated December 22, 2017, whereby Geenex, LLC, and HXOap Solar One, LLC, “swapped” certain portions of land between the “Solar Center Lease” and the “Solar

Equipment Lease”, but agreed to continue paying the same amount of Rent to the County under their respective Leases. Halifax County signed this document to evidence consent.

Acreage: 17.922 acres (Note: This includes 1.162 acres on the south side of Sam Powell Dairy Road)

Operational Date: June 30, 2015

Termination Date: June 30, 2040 (25 years from Operational Date)

Initial Rent: \$2,240.25 per year (\$125.00 x 17.922 ac) beginning December 16, 2014.

Scheduled Increases in Rent:	June 30, 2020	\$2,307.45
	June 30, 2025	\$2,376.68
	June 30, 2030	\$2,447.98
	June 30, 2035	\$2,521.42

Contact: Mr. Georg Veit, Manager
Geenex, LLC
1910 Abbott Street, Suite 200
Charlotte, NC 28203
Ph: 704-997-7163

SOLAR CENTER - 2018 Tax Bill

18 09 3978-20-81-9324L

LH ON 09-09264 - NEW

504200 FD

GREENEX LLC
7804-C FAIRV
CHARLOTTE, N

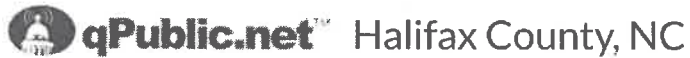
166487	REAL	504200	FDV	FDV	476.47	.094
	DEFERRED		G01	CO TX RE	3882.34	.770
	NET REAL	504200	HCS	HCS RP	504.20	.100
	PERSONAL					
	EXEMPTIONS					

TOTAL TAXABLE 504200

23543

LATE LIST PENALTY	.00
CURRENT YEAR TAX	4863.01
PAYMENTS/CREDITS	4863.01
INTEREST	.00
PRIOR YEAR AMOUNT	.00
PAY THIS AMOUNT	.00

FORMS	1
TOTAL DUE	.00



SOLAR CENTER
(Property Card)

Summary

Parcel Number 0920739
 Location Address 460 AIRPORT RD
 Legal Description LH ON PARCEL 09-09264
 Property Class C - COMMERCIAL
 Neighborhood A118
 Land Use Code (499) C - OTHER COMMERCIAL STRUCTURES
 Township ROANOKE RAPIDS
 Acres 0
 Subdivision
 PIN (ALT-ID) 3978-20-81-9324LH
 Topography LEVEL
 Street Type PAVED
 Utilities PUBLIC WATER SEPTIC 8
 Deed Book
 Page

Map Not Available

Owner

Geenex LLC
 7804-C FAIRVIEW RD #257
 CHARLOTTE NC 28210

Owner Info Last Updated 7/11/2018

Valuation

	2019	2018	2017
+ Appraised Land	\$0	\$0	\$0
- Land Deferment	\$0	\$0	\$0
= Total Assessed Land	\$0	\$0	\$0
+ Assessed Building	\$504,200	\$504,200	\$251,400
= Total Assessed Value	\$504,200	\$504,200	\$251,400

Disclaimer: The assessed values are for informational purposes only and are subject to change. Please call (252) 583-2121 to verify.

Other Building & Yard Improvements

Card 1

Description	Year Built	Area	Grade	Value	Type	Quan.	Size	Mods	Cond	F	MD%
PAVING CON	2017	1,209	C-AVERAGE	4,000	PC1	1			G	A	0

Building Description

Card 1

Building No 1
 Structure OFIC BLD L/R
 # Units 1
 # Identical Buildings 1
 Year Built 2016
 Grade C+

Other Features

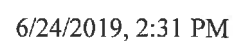
Card 1

Ln	Code	Descr	Meas 1	Meas 2	Stops	IU	Value
1	PO1	PORCH, OPEN	13	15	0	1	3,120
2	LP3	PATIO CNC RTE	757	1	0	1	2,390

Recent Sales

Recent Sales in Area

Recent Sales in Neighborhood





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: Amendment to Economic Development Incentive Grant Agreement with Carolina Chips, Inc.

DATE: July 8, 2019 Regular Meeting

SUPPORTING INFORMATION:

The county has an Economic Development Incentive Grant Agreement ("EDIG Agreement") with Carolina Chips, Inc., dated August 9, 2016. Our total incentive grant commitment is \$700,000 (five annual payments of \$140,000). The company received its first EDIG payment on January 15, 2018. However, we denied the January 15, 2019, payment due to what was then perceived as a failure by the company to meet its ad valorem taxable investment goal for tax year 2018. The company disputed our action, and retained the services of in-state counsel (not for litigation purposes - but merely to review and discuss the terms of the EDIG Agreement with the county attorney). Following those discussion (which were both cordial and helpful) errors were discovered in the table of ad valorem taxable investment levels on Page 2, Section I.B.1, of the EDIG Agreement. Those errors have been corrected. The company has met all of its ad valorem taxable investment commitments to date. The attached amendment contains the corrected table. It also clarifies the company's obligation to continue to meet certain ad valorem taxable investment goals through January 1, 2023, with appropriate claw back of previously paid incentive grant funds if those targets are not met.

ATTACHMENTS:

Description

- ☐ Amendment to EDIG Agreement
- ☐ Original EDIG Agreement

TOTAL COST:No change

COUNTY COST:No change

REQUEST: Approve the proposed amendments to the Economic Development Incentive Grant Agreement with Carolina Chips, Inc.

NORTH CAROLINA

HALIFAX COUNTY

**AMENDMENT TO ECONOMIC DEVELOPMENT
INCENTIVE GRANT AGREEMENT**

THIS AMENDMENT is made and entered into this _____ day of July, 2019, 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 **Carolina Chips, Inc.**, an Arkansas corporation, 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:

WHEREAS, the Parties entered into that certain Economic Development Incentive Grant Agreement dated August 9, 2016, related to incentives from the County to the Company in consideration of certain Company manufacturing operations to be located in Halifax County (the Agreement); and

WHEREAS, the Parties have desire to correct certain *ad valorem* taxable investment levels under the Agreement, and further desire to clarify the Company's obligation to establish and maintain those levels of *ad valorem* taxable investment;

NOW, THEREFORE, in consideration of the premises recited above, which the Parties acknowledge to be legally sufficient, and pursuant to Paragraph VII of the Agreement, the Parties do hereby agree that the Agreement is amended in the following manner:

1. The table in sub-paragraph I.B.1 of the Agreement is deleted in its entirety and replaced with the following table:

<i>Jan. 1 of</i>	<i>Real Estate Investment</i>	<i>Machinery & Equipment Investment (Depreciated)</i>	<i>Total Ad Valorem Taxable Investment</i>
<i>2017</i>	<i>1,608,500</i>	<i>24,391,500*</i>	<i>26,000,000</i>
<i>2018</i>	<i>1,986,000</i>	<i>41,643,000**</i>	<i>43,629,000</i>
<i>2019</i>	<i>1,986,000</i>	<i>37,941,400</i>	<i>39,927,400</i>
<i>2020</i>	<i>1,986,000</i>	<i>33,777,100</i>	<i>35,763,100</i>
<i>2021</i>	<i>1,986,000</i>	<i>29,150,100</i>	<i>31,136,100</i>
<i>2022</i>	<i>1,986,000</i>	<i>24,985,800</i>	<i>26,971,800</i>
<i>2023</i>	<i>1,986,000</i>	<i>20,358,800</i>	<i>22,344,800</i>

** This amount was depreciated effective Jan. 1, 2018. Amount shown above is an undepreciated amount. All other numbers in this column shown above are depreciated values as of the date shown.*

*** Total undepreciated amount is \$46,270,000.*

2. Sub-paragraphs II.C and II.D of the Agreement are deleted and replaced with the following:

C. If in any year from 2017 through 2021 the Company fails to establish at least ninety percent (90%) of the total ad valorem taxable investment as outlined in paragraph I.B.1 hereof, there will be no grant payment made by the County to the Company on the January 15 following 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. In addition to the forfeiture of grant payments under paragraph II.C, if the Company fails to establish at least ninety percent (90%) of the total ad valorem taxable investment for any year in paragraph I.B.1 hereof, the County shall be entitled to recapture of a portion of the funds previously 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% of total ad valorem taxable investment

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. The Parties agree that notwithstanding the formula expressed above, the amount to be repaid by the Company to the County under this paragraph shall not exceed the total amount of grant payments made by the County to the Company.

All other terms and conditions set forth in the Agreement and not inconsistent with the amendments herein remain in full force and effect.

IN WITNESS WHEREOF, the County and the Company have caused this instrument to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

(This space is intentionally blank. Signature pages follow.)

County Signature Page
Amendment to Economic Development Incentive Grant Agreement
Carolina Chips, Inc.
Dated July _____, 2019

IN WITNESS WHEREOF, **HALIFAX COUNTY** has caused this Amendment to Economic Development Incentive Grant 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.

County Finance Officer

Approved as to Form and Legality

County Attorney

Company Signature Page
Amendment to Economic Development Incentive Grant Agreement
Carolina Chips, Inc.
Dated July _____, 2019

IN WITNESS WHEREOF, the **CAROLINA CHIPS, INC.** has caused this Amendment to Economic Development Incentive Grant Agreement to be executed by its duly authorized officer effective as of the day and year first above written.

Carolina Chips, Inc.

By: _____

Name: _____

Title: _____

NORTH CAROLINA

HALIFAX COUNTY

ECONOMIC DEVELOPMENT INCENTIVE GRANT AGREEMENT

THIS AGREEMENT, is made and entered into this 9th day of August, 2016, 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 **Carolina Chips, Inc.**, an Arkansas corporation, hereinafter referred to as “the Company”, with both parties being collectively referred to as “the Parties”;

WITNESSETH:

THAT WHEREAS, the Company desires to locate certain manufacturing operations in Halifax County; (hereinafter “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 June 6, 2016, 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 will provide a cash incentive grant in the amount of \$700,000.00 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 will be paid to the Company according to the following schedule:

Payment of \$140,000.00 to be paid on January 15, 2018
Payment of \$140,000.00 to be paid on January 15, 2019
Payment of \$140,000.00 to be paid on January 15, 2020
Payment of \$140,000.00 to be paid on January 15, 2021
Payment of \$140,000.00 to be paid on January 15, 2022

Total of Payments: \$700,000.00

B. Company's Obligations:

1. The Company shall construct its manufacturing facility which will result in an *ad valorem* taxable investment including real property improvements, machinery and equipment within Halifax County (excluding taxable value of land) in the minimum amounts specified below, to be created and maintained according to the following schedule:

Dec. 31 of	Real Estate Investment	Machinery & Equipment Investment (Depreciated)	Total Ad Valorem Taxable Investment
2016	1,608,500	24,391,500	26,000,000
2017	1,986,000	46,270,000	48,256,000
2018	1,986,000	41,643,000	43,629,000
2019	1,986,000	37,941,400	39,927,400
2020	1,986,000	33,777,100	35,763,100
2021	1,986,000	29,150,100	31,136,100
2022	1,986,000	24,985,800	26,971,800

2. Notwithstanding the schedule set forth in Paragraph I.B.1 above, the Company shall complete construction of and commence operations in its manufacturing facility within thirty-six (36) months from the effective date of this agreement, provided that this performance date may be extended up to six (6) months for reasonable delays and such extensions shall be considered timely for purposes of this Agreement.

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, plus benefits including at least 50% of the cost of employee-only health insurance. 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 \$14.63.

4. The Company shall create 16 full-time permanent jobs ("FTJs") in Halifax County on or before September 30, 2017, paying the average median wage identified in Paragraph I.B.3 above, plus benefits including at least 50% of the cost of employee-only health insurance. After creation, the Company shall maintain those 16 FTJs throughout the remaining grant period. 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 the initial FTJs in place as of September 30, 2017. 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 above), is a condition precedent to the payment of any grant payment to the Company by the County. The Company shall also provide the County with documentation sufficient to establish the provision of employee benefits that include at least 50% of the cost of employee-only health insurance.

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.4. 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. For purposes of this paragraph only, the Parties agree that 14 FTJs will satisfy this minimum FTJ creation requirement.

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. For purposes of this paragraph only, the Parties agree that in the determining level of job retention, the baseline number for “jobs actually created” shall not exceed 16 FTJs, and that 14 FTJs shall constitute “at least ninety percent (90%)” of 16 FTJs. The Parties also agree that

notwithstanding the formula expressed above, the amount to be repaid by the Company to the County under this paragraph shall not exceed the total amount of grant payments made by the County to the Company.

C. If in any year during the term of this Agreement the Company fails to create at least ninety percent (90%) of the *ad valorem* taxable investment as outlined in paragraph I.B.1 hereof, there will be no grant payment made by the County to the Company on the January 15 following 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. The Parties agree that notwithstanding the formula expressed above, the amount to be repaid by the Company to the County under this paragraph shall not exceed the total amount of grant payments made by the County to the Company.

E. No grant payment shall be made to the Company if the Company is not current in its *ad valorem* property 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: Mr. Marcus Beard, COO
Carolina Chips, Inc.
218 Midway Route
Monticello, AR 71655
- 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.

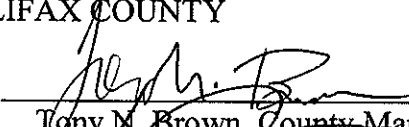
VIII. BINDING EFFECT. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

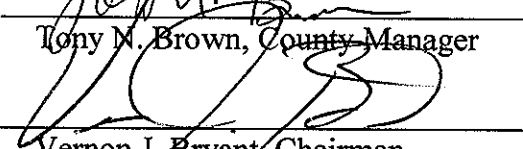
(signature pages follow)

County Signature Page
Economic Development Incentive Grant Agreement
Carolina Chips, Inc.
Dated August 9TH, 2016

IN WITNESS WHEREOF, **HALIFAX COUNTY** has caused this Economic Development Incentive Grant 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

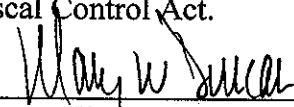
By: 
Tony N. Brown, County Manager

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.


County Finance Officer

Approved as to Form and Legality


County Attorney

*Company Signature Page
Economic Development Incentive Grant Agreement
Carolina Chips, Inc.
Dated August 9TH, 2016*

IN WITNESS WHEREOF, the **CAROLINA CHIPS, INC.** has caused this Economic Development Incentive Grant Agreement to be executed by its duly authorized officer effective as of the day and year first above written.

Carolina Chips, Inc.

By: 

Name: Marcus Beard

Title: Chief Operating Officer

CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
HALIFAX COUNTY GOVERNMENT

CONTRACTOR: Carolina Chips, Inc.
SUBJECT OF CONTRACT: Economic Development Incentive Agreement
DATE/TERM OF CONTRACT: 8/9/2016/5 Years DEPARTMENT: Economic Development

Notwithstanding any provision contained in the above referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:

Non-appropriation clause. Contractor acknowledges that Halifax County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Halifax County's obligations under this contract, then this contract shall automatically expire without penalty to Halifax County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Halifax County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Halifax County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Halifax County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Halifax County upon written notice to Contractor of such limitation or change in Halifax County's legal authority.

Dispute Resolution/Jurisdiction/Venue. Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Halifax County.

No pledge of taxing authority. No deficiency judgment may be rendered against Halifax County or any agency of Halifax County in any action for breach of a contractual obligation under this contract. The taxing power of the Halifax County is not pledged directly or indirectly to secure any monies due under this contract.

No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, Halifax County makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Halifax County.

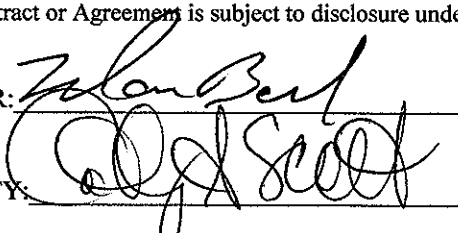
Conflict of Interest: If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Halifax County and the third parties regarding the subject matter of this Contract or Agreement.

~~**Compliance with E-Verify requirements.** The Contractor and any of its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires 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.~~

Iran Divestment Act Certification. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor shall not utilize any subcontractor that is identified on the List.

Public Record. This Contract or Agreement is subject to disclosure under the public records laws of the State of North Carolina.

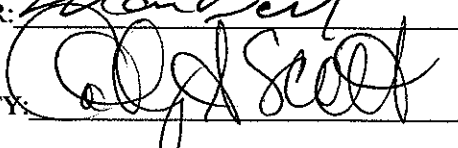
For the CONTRACTOR:



Title:

Chief Operating Officer

For HALIFAX COUNTY:



Title:

Exec. Director, Halifax County
Economic Dev. Comm.



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

PRESENTER: County Commissioners

SUBJECT: Approval of Closed Session Minutes

DATE: July 8, 2019 Regular Meeting

SUPPORTING INFORMATION:

The draft minutes of the April 29, 2019 Closed Session Meeting and have been previously provided for your review and approval. A copy of these minutes will also be provided during the meeting.

ATTACHMENTS:

Description

No Attachments Available

TOTAL COST:

COUNTY COST:

REQUEST: Approve the June 18, 2018 Closed Session Meeting and July 9, 2018 Closed Session Meeting minutes.