

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 November 4, 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 Refund and Releases - October 2019
- C. Budget Amendments

2. Special Recognition

- A. Retirement Resolution - Katrina Baker
- B. Retirement Resolution - Deborah Barrow
- C. Retirement Resolution - June R. Wollett

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

- A. Public Comment Period

4. Public Hearing

- A. 2020 Schedule of Values Public Hearing

C. Shane Lynch, Tax Assessor

5. Agenda Items

- A. Comprehensive Annual Financial Report Award
- B. Halifax Community College - HVAC Issues

**Jeff McCauley, CFO Greenville
Utilities Commission GFOA
Representative
Dr. Michael A. Elam, President/CEO**

- C. State Employees' Credit Union Late AV-10 Brownsfield Application C. Shane Lynch, Tax Assessor
- D. Bunn, June W. Late Elderly Exclusion Application C. Shane Lynch, Tax Assessor
- E. Award of Contract for JBB Packaging Rail Spur Cathy A. Scott, Economic Development Director
- F. NCACC Soft Body Armor Reimbursement Program Participation Wes Tripp, Sheriff
- G. Request for approval and funding to purchase Southern Software RMS & JMS Package Wes Tripp, Sheriff
- H. Informational Projection of Ancillary Costs for Detention Center Expansion Wes Tripp, Sheriff
- I. Halifax County Jail Expansion Project Ian M. Bumgarner, Senior Management Analyst
- 6. Board Appointments
- A. Board Appointments County Commissioners
- 7. Economic Development Report
- 8. County Manager's Report
- A. Retirement Resolution - Dennis Richardson
- 9. County Attorney's Report
- 10. Other Business County Commissioners
- 11. Closed Session County Commissioners
- A. Approval of Closed Session Minutes
- 12. Adjourn 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: November 4, 2019 Regular Meeting

SUPPORTING INFORMATION:

Attached, please find draft minutes for your review.

ATTACHMENTS:

Description

- ▢ September 3, 2019 Regular Meeting
- ▢ September 3, 2019 Regular Meeting
- ▢ September 16, 2019 Regular Meeting
- ▢ October 7, 2019 Regular Meeting

TOTAL COST:

COUNTY COST:

REQUEST: Approve the draft minutes.

**MINUTES
HALIFAX COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING
SEPTEMBER 3, 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 Tuesday, September 3, 2019, at 9:30 A. M. in the Historic Courthouse, Halifax, North Carolina.

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

OTHERS: Tony N. Brown, County Manager
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
Mary Anderson-Faison, Deputy Clerk

ABSENT: Honorable T. Patrick W. Qualls
Andrea H. Wiggins, MMC, Clerk to the Board/Assistant to the County Manager

Call to Order

Chairman Bryant called the meeting to order.

Invocation and Pledge of Allegiance

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

Adoption of the Agenda

Chairman Bryant requested that the agenda be amended to remove the item Statement from the Chairman. Commissioner Brewer requested that Item 10A. Approval of Closed Session Minutes be removed from the agenda.

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

Conflict of Interest

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

1. Consent Agenda

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

A. Approval of Minutes

Andrea H. Wiggins, Clerk to the Board/Assistant to the County Manager, requested that the Board approve the draft minutes of the June 25, 2019 Special Meeting, July 8, 2019 Regular Meeting, and July 23, 2019 Special Meeting.

B. Property Tax Refunds and Releases - August 2019

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

C. Pay Tel Communications, Inc., Technology Grant

Sheriff S. Wes Tripp, Sheriff's Office, requested that the Board approve the receipt of technology grant funds in the amount of \$5,000 from Pay Tel Communications, Inc. as part of a renewed contract for inmate services including video visitation and telephone communications.

D. Budget Amendments

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

2. Special Recognitions

A. Retirement Resolution - Sadie D. Batts, Information Technology Services Department

Commissioner Johnson read and presented the retirement resolution in recognition of Sadie D. Batts, Information Technology Services Department, which is attached to these minutes as Attachment B.

Commissioner Johnson moved to adopt the retirement resolution honoring Sadie D. Batts, Information Technology Services Department. Commissioner Manning seconded the motion, which passed unanimously by voice vote.

B. Retirement Resolution - Bernard R. Manley, Public Utilities Department

Commissioner Smith read and presented the retirement resolution in recognition of Bernard R. Manley, Public Utilities Department, which is attached to these minutes as attachment C.

Commissioner Smith moved to adopt the retirement resolution honoring Bernard R. Manley, Public Utilities Department. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

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

There were no public comments.

4. Agenda Items

A. Home Health and Hospice of Halifax Asset Purchase Agreement

M. Glynn Rollins, Jr., County Attorney, addressed the Board stating that in regards to the sale of Home Health and Hospice of Halifax, the Board had substantially complied with the requirements of N. C. G. S. §131E-13(d), by adopting a resolution declaring the intent of the County to sell the agency; requesting proposals for the sale of the agency by direct solicitation of at least five prospective purchasers; conducting a public hearing on the resolution of intent; requiring information on charges, services, and indigent care at similar facilities owned and operated by each proponent; conducting a public hearing on the proposals to purchase the agency; and making copies of the proposals with respect to the purchase of the agency available to the public at least ten days before the public hearing on the proposals. The County had negotiated an Asset Purchase Agreement with Liberty Home Care VI, LLC. At least ten days before the meeting, the County made copies of the Asset Purchase Agreement available to the public in accordance with the requirements of N. C. G. S. §131E-13(d)(8). A legal notice of this regular meeting of the Board was published in accordance with the requirements of N. C. G. S. §131E-13(d)(7). The proposed resolution and Asset Purchase Agreement, which is attached to these minutes as Attachment D, was provided for the Board's review and approval. It was requested that the Board approve the Asset Purchase Agreement Related to Home Health and Hospice of Halifax and adopt the resolution regarding the following: Authorize the Chairman of the Board and the County Manager to execute the Asset Purchase Agreement and any other agreements, certificates, documents, and instruments in connection with the Asset Purchase Agreement. Authorize the Finance Director to establish a restricted fund within the general fund

balance for the purpose of setting aside funds to secure the indemnification obligations of the County pursuant to the terms of the Asset Purchase Agreement. Authorize the County Manager to take such other and further actions as may be necessary to conclude and implement the transaction described in the resolution.

Commissioner Johnson moved to adopt the resolution and approve the Asset Purchase Agreement related to Home Health and Hospice of Halifax. Commissioner Manning seconded the motion, which passed unanimously by voice vote.

B. Halifax Community College Community Education Centers

Dr. Michael A. Elam, Halifax Community College President and CEO, addressed the Board and provided a brief PowerPoint presentation regarding the Halifax Community College Education Centers that were located at the Scotland Neck Elementary School, Hollister Elementary School, and Halifax Community College. This project was funded by the Golden LEAF Foundation in the amount of \$582,000. On September 26, 2019, at 4:30 P. M., the Community Education Centers grand openings would be held simultaneously in Hollister, Weldon, and Scotland Neck.

C. Halifax Community College Surplus Vehicle Donation

Dia H. Denton, Deputy County Manager, addressed the Board stating that a request was received from the Halifax Community College regarding the donation of a 2006 Ford F-450 Type I ambulance that would be used in the EMS Program for training purposes. The ambulance had approximately 238,000 miles, could not be remounted again, and was no longer adequate for Emergency Services. N. C. G. S. §160A-280(a) allowed the donation of surplus property to another unit of local government after posting a notice for five days. In accordance with the statute, the notice was posted on August 26, 2019. It was requested that the Board adopt a resolution declaring certain County personal property to be surplus and authorizing the donation of that surplus property to another governmental unit, which is attached to these minutes as Attachment E.

Commissioner Brewer moved to adopt the resolution declaring certain County personal property to be surplus and authorizing the donation of that surplus property to another governmental unit. Commissioner Smith seconded the motion, which passed unanimously by voice vote.

5. Board Appointments

Parks and Recreation Advisory Board

Commissioner Manning moved to reappoint Delores Amason and Jennifer Fields to serve on the Parks and Recreation Advisory Board, terms expiring September 30, 2022. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

Scotland Neck Planning Board

Commissioner Manning moved to waive the term limit and reappoint Linda Clark to serve on the Scotland Neck Planning Board, term expiring September 30, 2022. Commissioner Smith seconded the motion, which passed unanimously by voice vote.

Tourism Development Authority

Commissioner Brewer moved to appoint Virginia Lewis to replace Jim Trzinki on the Tourism Development Authority as an ex-officio member. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

6. Economic Development Report

Cathy A. Scott, Economic Development Director, addressed the Board and provided a brief PowerPoint presentation regarding the monthly Halifax County Economic Development Commission Activity Report.

7. County Manager's Report

A. Retirement Resolution - Anne P. Hilliard, Department of Social Services

Tony N. Brown, County Manager, read and requested that the Board adopt the retirement resolution in recognition of Anne P. Hilliard, Department of Social Services, which is attached to these minutes as Attachment F.

Commissioner Brewer moved to adopt the retirement resolution honoring Anne P. Hilliard, Department of Social Services. Commissioner Manning seconded the motion, which passed unanimously by voice vote.

B. Retirement Resolution - Laura B. Boyd, Department of Social Services

Tony N. Brown, County Manager, read and requested that the Board adopt the retirement resolution in recognition of Laura B. Boyd, Department of Social Services, which is attached to these minutes as Attachment G.

Commissioner Manning moved to adopt the retirement resolution honoring Mary R. Snead, Tax Department. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

C. Hurricane Dorian Update

Tony N. Brown, County Manager, provided a brief update regarding Hurricane Dorian which was expected to have a local impact on Thursday, September 5, 2019 with two to three inches of rain and winds up to 20 miles per hour. Currently, no shelters were scheduled to be opened.

8. County Attorney's Report

M. Glynn Rollins, Jr., County Attorney, had no matters for discussion.

9. Other Business

There was no other business for discussion.

10. Closed Session

Commissioner Smith moved that Closed Session be entered pursuant to N. C. G. S. §143-318.11(a) to discuss (3) Legal Matters (4) Economic Development Matters, and (6) Personnel Matters. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

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

11. Adjourn until the September 16, 2019 Regular Meeting

Commissioner Smith moved to adjourn the meeting until the September 16, 2019 Regular Meeting at 5:30 P. M. in the Historic Courthouse. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

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

Budget Amendments	Fiscal Year 19 - 20	September 3, 2019
1	General Fund - OPEB GASB 75 Requirement - Transfer Retiree Health insurance funds from 111 to General Fund	\$ 300,000.00
2	NRCS - Soil Health Management Grant - Set up budget for new grant	45,270.00
3	Home & Community Block Grant - Reverse Estimated FY 20 Budget	308,749.00
4	Home & Community Block Grant - Post actual FY 20 Budget	369,233.00
5	ITS - Capital - Carry-forward available FY 19 funds into FY 20 for completion of Library VIOP telephone system	8,000.00
6	Library - Capital - Carry-forward available FY 19 funds into FY 20 for purchase of director's laptop and scanner	2,442.66
7	Emergency Telephone System - Carry-forward available FY 19 funds into FY 20 for completion of new Equipment installation	183,501.11
8	Drug Task Force - Reduce estimated FY 20 Fund Balance to Actual	1,400.00
9	DSS - Home & Community Block Grant - Reverse Estimated FY 20 Budget	284,123.00
10	DSS - Home & Community Block Grant - Post actual FY 20 Budget	293,409.00
11	DSS - Budget additional revenue to proper line	1,000.00
12	DSS - Set up budget for Independent Living Program; pay up front and be reimbursed when spent	10,000.00
13	Public Utilities - Solid Waste Electronic Management Program - Reduce estimated FY 20 Fund Balance to actual	1,721.00

Approved: September 3, 2019


Vernon J. Bryant
Chairman

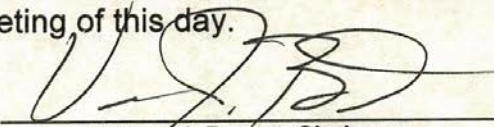
Resolution

✧ **WHEREAS, SADIE D. BATTS**, decided to retire as a Network Administrator with the Halifax County Information Technology Services Department effective August Thirty-First of the Year Two Thousand and Nineteen; and

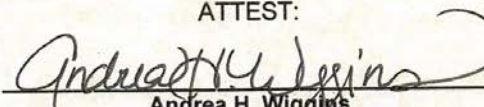
✧ **WHEREAS**, she has spent Thirty-One years with local government; Sadie has also served in many positions of honor in the community and State, as well as being a dedicated public servant to the citizens of Halifax County.

✧ **NOW THEREFORE BE IT RESOLVED** that on this day, Tuesday, September Third of the Year Two Thousand and Nineteen, the Halifax County Board of Commissioners did honor Sadie D. Batts 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

Resolution

✧ **WHEREAS, BERNARD R. MANLEY**, decided to retire as a Convenience Center Site Attendant with the Halifax County Public Utilities Department effective July Thirty-First of the Year Two Thousand and Nineteen; and

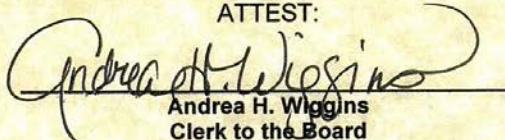
✧ **WHEREAS**, he has spent Twenty years with local government; Bernard has also served in many positions of honor in the community and State, as well as being a dedicated public servant to the citizens of Halifax County.

✧ **NOW THEREFORE BE IT RESOLVED** that on this day, Tuesday, September Third of the Year Two Thousand and Nineteen, the Halifax County Board of Commissioners did honor Bernard R. Manley 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

**Resolutions of the
Halifax County Board of Commissioners
September 3, 2019**

The following Resolutions were duly adopted by the Halifax County Board of Commissioners (the "Board"), the governing body of Halifax County (the "County"), in a duly called regular meeting on September 3, 2019.

WHEREAS, the County currently owns certain assets, which assets are associated with and utilized in the operation of Home Health & Hospice of Halifax (the "Agency");

WHEREAS, N.C. Gen. Stat. §131E-13 provides that if the County leases, sells, or conveys the Agency, or part thereof, the procedural requirements of N.C. Gen. Stat. §131E-13(d) shall apply;

WHEREAS, the Board has carefully studied the future needs of the Agency and has held public hearings and obtained public comment on the present and future needs of the Agency in accordance with the requirements of N.C. Gen. Stat. §131E-13(d);

WHEREAS, the Board has substantially complied with the requirements of N.C. Gen. Stat. §131E-13(d)(1) through (6) and has: (i) at a regular meeting more than sixty (60) days prior to the date hereof, adopted a resolution declaring the intent of the County to sell the Agency (the "Resolution of Intent"); (ii) at said meeting, requested proposals for the sale of the Agency by direct solicitation of at least five (5) prospective purchasers; (iii) conducted a public hearing on the Resolution of Intent; (iv) required information on charges, services, and indigent care at similar facilities owned and operated by each proponent; (v) conducted a public hearing on the proposals to purchase the Agency; and (vi) made copies of the proposals with respect to the Agency available to the public at least ten (10) days before the public hearing on said proposals;

WHEREAS, Home Care Management Services, LLC ("Liberty"), an experienced home health and hospice provider, submitted a proposal on behalf of itself and its affiliates to purchase substantially all of the assets used in the operation of the Agency (the "Assets");

WHEREAS, the terms and conditions of the proposed sale of the Assets to Liberty Home Care VI, LLC, a North Carolina limited liability company that is affiliated with Liberty (the "Purchaser") have been reduced to writing in the form of an Asset Purchase Agreement by and between the County and the Purchaser (the "Asset Purchase Agreement"), the form of which is attached hereto as Exhibit A;

WHEREAS, at least ten (10) days before this meeting, the County made copies of the Asset Purchase Agreement available to the public in accordance with the requirements of N.C. Gen. Stat. §131E-13(d)(8) and a legal notice of this regular meeting of the Board was published in accordance with the requirements of N.C. Gen. Stat. §131E-13(d)(7); and

WHEREAS, in accordance with the requirements of N.C. Gen. Stat. §131E-13(d)(7), after considering whether the sale of the Assets to the Purchaser, in accordance with the provisions of this Resolution, will meet the health-related needs of medically underserved groups, such as low income persons, racial and ethnic minorities, and handicapped persons, the Board finds that the sale of the Assets is in the public interest.

Attachment D

NOW, THEREFORE, be it resolved that in accordance with N.C. Gen. Stat. §131E-13(d), the Board hereby authorizes, on behalf of the County, the following actions:

1. The Chairman of the Board and the County Manager to execute, on behalf of the County, the final Asset Purchase Agreement and any other agreements, certificates, documents, and instruments to be executed by the County in connection with the Asset Purchase Agreement;

2. The County Finance Officer to establish a restricted fund within the County's main operating account for the purposes of setting aside funds to secure the indemnification obligations of the County pursuant to the terms of the Asset Purchase Agreement; and


3. The County Manager to take such other and further actions as may be necessary to conclude and implement the transaction described in this Resolution.

This the 3rd day of September, 2019.

HALIFAX COUNTY BOARD OF
COMMISSIONERS


Vernon J. Bryant, Chairman

ATTEST:


Mary Anderson-Faison
Deputy Clerk to the Board of Commissioners

Attachment D

EXHIBIT A

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**") is entered into as of the ____ day of September, 2019 (the "**Effective Date**") by and between HALIFAX COUNTY, a body corporate and politic authorized by the laws of North Carolina ("**Seller**"), and LIBERTY HOME CARE VI, LLC, a North Carolina limited liability company ("**Purchaser**").

BACKGROUND AND PURPOSE

Seller is licensed by the North Carolina Department of Health and Human Services ("**NCDHHS**") Division of Health Service Regulation, to provide home health and hospice services pursuant to License Number HC0765 in Halifax County, North Carolina and its surrounding counties, including Warren and Northampton Counties (the "**Service Area**"). Purchaser is duly authorized to do business in the State of North Carolina, and Seller desires to sell substantially all of its assets relating to the provision of home health and hospice services (the "**Services**") to Purchaser, and Purchaser has agreed to purchase the same on and subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, Seller and Purchaser agree as follows:

1. **Sale and Transfer of Assets.** Subject to the terms and conditions of this Agreement, Seller shall sell, and Purchaser shall purchase for the consideration set forth herein, substantially all of the assets related to Seller's Medicare-certified home health and hospice agency (the "**Business**"), excluding the Excluded Assets (defined below), free and clear of all obligations, charges, security interests, conditional sales contracts, leases, claims, encumbrances, and liens whatsoever (collectively, "**Encumbrances**"), including, without limitation, all of the property described as follows (collectively, the "**Assets**"):

(a) All of Seller's right, title, and interest in and to those certain medical records of the active clients of the Business (the "**Clients**") existing as of the Closing Date (defined below), including paper records and electronic records (together, the "**Client Records**") subject to the rights of the Clients to authorize the transfer of the Client Records, the Clients' right of access to the information contained in their records, if applicable, and subject to all privacy and confidentiality requirements imposed by state or federal law or regulation;

(b) Subject to any required consents or approvals, as applicable, and to the extent assignable, the certificates of need (or equivalent), all governmental and non-governmental provider numbers and agreements required to operate the Business, including, but not limited to, Seller's Medicare provider agreements with the Centers for Medicare & Medicaid Services ("**CMS**"), as such agreements relate to Medicare Provider Numbers 34-7004 and 34-1583 ("**Seller's Medicare Numbers**") and Seller's National Provider Identification ("**NPI**") numbers 1720080518 and 1275750598 ("**Seller's NPI Numbers**", and collectively, with Seller's Medicare Numbers, "**Seller's Provider Numbers and Agreements**"), and other intangible rights of Seller necessary to operate the Business, in each case to the extent transferable to Purchaser;

Attachment D

(c) Any and all on hand and in-stock medical and office supplies used in the operation of the Business;

(d) Any and all mailing lists, subscriber and advertiser lists, subscriptions, processes, inventory records, budgets, lists of customers and suppliers, records with respect to pricing, volume, payment history, costs, production, and inventory, policies and procedures (including operational policies and procedures), sales and purchasing materials, and supplier records of Seller used in or related to the operation of the Business;

(e) Any and all advertising, editorial, marketing, promotional, and ancillary materials used in or related to the Business;

(f) Any and all phone numbers and fax numbers used in connection with the Business (the "**Contact Numbers**"), to the extent assignable (and if not assignable, Purchaser shall have the rights set forth in Section 10 with respect to such Contact Numbers); and

(g) Any and all of Seller's goodwill in, and going concern value of, the Business and the Assets.

Notwithstanding anything to the contrary herein, those assets of Seller specifically set forth on Schedule 1A (collectively, the "**Excluded Assets**") are not being sold hereunder and shall not be included in the term "Assets." Purchaser shall have a limited right to use the computer hardware, the Barnstorm software, and other software utilized in the operation of the Business; provided, however, Purchaser shall be responsible for reimbursing Seller for the cost of maintaining such software after the Closing Date for the duration of use by Purchaser, at the cost of _____ Dollars (\$ _____) per month.

Notwithstanding the foregoing, the transfer of the Assets pursuant to this Agreement will not include the assumption of any liability or obligation arising prior to the Effective Date.

2. **Requirements of Sale.** Pursuant to N.C. Gen. Stat. §131E-13(a), following the Effective Time (defined below), and for so long as Purchaser operates the Business, and N.C. Gen. Stat. §131E-13 is not amended or deleted to permit the termination of the obligations set forth below as to this transaction, Purchaser shall:

(a) Continue to provide the same or similar Services that Seller provided immediately prior to the Closing Date to individuals in need of such Services;

(b) Ensure that indigent care is available to the population of the area served by the Business at levels related to need as previously demonstrated and determined mutually by Seller and Purchaser;

(c) Not enact financial admission policies that have the effect of denying essential services or treatment solely because of a patient's immediate inability to pay for the services or treatment, subject to prudent business practices;

(d) Ensure that Services of the Business are available to beneficiaries of governmental reimbursement programs (Medicaid/Medicare) without discrimination or

preference because they are beneficiaries of those programs, subject to prudent business practices; and

(e) Prepare an annual report to Seller that shows compliance with the requirements of this Section 2, which report shall be sent in accordance with Section 31(a) of this Agreement. The report shall provide a brief summary description of the Services provided in such fiscal year. Subject to patient confidentiality requirements, the report shall indicate the total number of patients seen by the Business in such fiscal year and the number provided indigent care.

In the event Purchaser fails to substantially comply with these conditions, or if it fails to operate the Business open to the public and free of discrimination based on race, creed, color, sex, or national origin unless relieved of this responsibility by operation of law, or if Purchaser dissolves without a successor entity to carry out the terms and conditions of this Agreement, then all ownership and other rights in the Business, including the Assets associated with the Business, shall revert to Seller, subject to the provisions of Section 3; provided that any building, land, or equipment associated with the Business that Purchaser has constructed or acquired after the Effective Time may revert only upon payment to Purchaser of a sum equal to the cost less depreciation of such building, land, or equipment.

3. Reversion Procedures.

(a) If Seller reasonably believes that Purchaser has failed to substantially comply with the conditions listed in Section 2 above, Seller shall provide Purchaser written notice outlining the nature of such failure in accordance with Section 31(a) below. Purchaser thereafter shall have ninety (90) days to cure such non-compliance and/or to develop a plan to remediate any such non-compliance prospectively.

(b) The parties to this Agreement shall attempt in good faith to promptly resolve any dispute or disagreement regarding the existence of substantial non-compliance, the adequacy of a cure of such non-compliance, or the adequacy of the remediation plan that cannot be settled by mutual agreement, by confidential mediation in accordance with the Code of Ethics & Rules of Procedure for mediation by the American Health Lawyers Association ("**AHLA**") in effect on the date of this Agreement, before resorting to litigation.

4. Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY AGREEMENT, INSTRUMENT, CERTIFICATE OR DOCUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT, PURCHASER ACKNOWLEDGES THAT SELLER HAS MADE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ASSETS (INCLUDING, WITHOUT LIMITATION, THE INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO). SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE BUSINESS OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY AGREEMENT, INSTRUMENT, CERTIFICATE OR DOCUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT.

5. **Accounts Receivable; Certain Receipts by Purchaser and Seller.**

(a) All deposit payments by Government Programs (defined below) as well as Commercial Programs (defined below) for Services relating to the operation of the Business are deposited into Seller's main operating account (the "***Account***"). As of the Effective Time and continuing until such time as the Tie-In Notices (defined below) are issued and Purchaser's EFT change forms have been processed (the "***Transition Period***"), Seller and Purchaser shall work together to ensure Purchaser receives all amounts deposited into the Account that relate to Services rendered after the Effective Time.

(b) The Account shall be used by Purchaser solely to deposit payments by Government Programs during the Transition Period. Purchaser shall establish one account or multiple accounts into which payments from all other sources are deposited.

(c) For all deposit payments made to the Account solely for Services rendered in connection with the operation of the Business after the Effective Time (i.e. deposit payments made for Services rendered to Clients of the Business who are admitted after the Effective Time, or who begin a new Episode of Care (as defined below) after the Effective Time), Seller shall sweep such deposit payments on a bi-monthly basis, or on such other schedule as may be determined as necessary by Purchaser, into a bank account controlled by Purchaser, and forward the remittance advice and other documentation provided by the applicable payor to Purchaser.

(d) Inasmuch as the Business provides certain home health services that are reimbursed based upon "episodes of care" which generally span sixty (60) days (each, an "***Episode of Care***"), Seller and Purchaser acknowledge that the Business has received prior to Closing, and will receive after the Closing, aggregated payments (as aggregated, an "***Episodic Payment***") with respect to Episodes of Care that are open as of the Effective Time (that is, the Episode of Care will have commenced but will not have been completed as of the Effective Time). With respect to each such Episodic Payment, Seller and Purchaser acknowledge that (i) the portion of such Episodic Payment that is attributable to services rendered prior to the Effective Time will belong to Seller and (ii) the portion of such Episodic Payment that is attributable to services rendered after the Effective Time will belong to Purchaser, calculated as set forth below. The accounts receivable for patients undergoing an Episode of Care as of the Effective Time shall be allocated between Seller and Purchaser based on the days elapsed during the current Episode of Care as of and following the Effective Time.

(e) On a monthly basis throughout the Transition Period, Seller shall conduct a reconciliation with respect to all Episodes of Care that concluded during the preceding month and for which all aggregate Episodic Payments (including the request for anticipated payment amounts and any end-of-episode or other reconciliation payments) have been received. In conducting such reconciliation, Seller shall utilize the final remittance advice and other documentation provided by the applicable payor. Seller shall provide such reconciliation to Purchaser on or before the fifteen (15th) day following the end of the month for which such reconciliation relates. The portion of each Episodic Payment attributable to services provided by Purchaser after the Effective Time will be calculated based on the number of days between the Closing Date and the last day in such Episode of Care (counting the day upon which the Effective Time falls as the first day and the last day of the Episode of Care as the last day).

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Purchaser and Seller agree to work together on a monthly basis, to create a spreadsheet organized by Client, identifying the following: (i) episode start date, (ii) initial episode value used for the request for anticipated payment ("RAP"); (iii) episode end date, (iv) final episode value; (v) final episode payment; and (vi) proration calculations.

(f) Within ten (10) business days following completion of the reconciliation described in Section 5(e), Seller shall remit to Purchaser, by wire transfer, those portions of the applicable Episodic Payments that are attributable to services provided after the Effective Time. Seller shall also provide Purchaser with supporting documentation of such amounts remitted with respect to services provided after the Effective Time. In the event that Purchaser has reasonable evidence to support its belief that any amount remitted is incorrect, Purchaser shall contact Seller's designated representative as soon as reasonably practicable, and Seller and Purchaser shall conduct a meeting (via telephone or in person as determined by Seller and Purchaser) to discuss the discrepancy. Upon reaching mutual agreement regarding the amount owed, within ten (10) business days Seller shall wire the funds to Purchaser in the agreed upon amount.

(g) On a monthly basis after the Transition Period, in the event that Purchaser receives any Episodic Payment, a portion of which is attributable to services provided prior to the Effective Time, Purchaser shall conduct a reconciliation. In conducting such reconciliation, Purchaser shall utilize the final remittance advice and other documentation provided by the applicable payor. Purchaser shall provide such reconciliation to Seller on or before the fifteen (15th) day following the end of the month for which such reconciliation relates. The portion of each Episodic Payment attributable to services provided by Seller prior to the Effective Time will be calculated based on the number of days between the first day of the Episode of Care and the Closing Date (counting the first day of the Episode of Care as the first day and the day before the Closing Date as the last day).

(h) Within ten (10) business days following completion of the reconciliation described in Section 5(g), Purchaser shall remit to Seller, by wire transfer, those portions of the applicable Episodic Payments that are attributable to services provided prior to the Effective Time. Purchaser shall also provide Seller with supporting documentation of such amounts remitted with respect to services provided prior to the Effective Time. In the event that Seller has reasonable evidence to support its belief that any amount remitted is incorrect, Seller shall contact Purchaser's designated representative as soon as reasonably practicable, and Seller and Purchaser shall conduct a meeting (via telephone or in person as determined by Seller and Purchaser) to discuss the discrepancy. Upon reaching mutual agreement regarding the amount owed, within ten (10) business days Purchaser shall wire the funds to Seller in the agreed to amount.

(i) To the extent the Closing Date does not occur on the first day of a calendar month, the parties acknowledge that there will be outstanding beneficiary periods for hospice services that have not been billed by Seller as of the Closing Date ("Open Beneficiary Periods"). In the event of Open Beneficiary Periods, the parties shall work together to bill for such Open Beneficiary Periods and Purchaser shall remit to Seller the pro rata portion of the payments received for such Open Beneficiary Periods based on the days of care that elapsed prior to the Closing Date.

(j) For so long as an Episode of Care is outstanding and for a period of thirty (30) days thereafter, within a reasonable time following the other Party's request, each Party shall make available to the other Party all bank records related to such Party's bank account into which Episodic Payments are deposited in order to permit each Party to confirm the other Party's compliance with the foregoing obligations.

(k) On the Closing Date, Seller shall provide Purchaser with an updated list of all Clients receiving the above-referenced services. This list shall include the following information: (i) patient name; (ii) address; (iii) date of birth; (iv) insurance/payor source; (v) start of care date; (vi) dates upon which services were provided; and (vii) the nature of the service(s) provided identified by discipline. In addition, and in the event that any of the Clients are paid under a Prospective Payment System ("PPS") reimbursement method, the list shall also include: (vi) episode start date, (vii) RAP, (viii) episode end date and (ix) projected episode amount. Seller shall provide the above list in an Excel Spread Sheet.

(l) Seller shall retain whatever right, title and interest it may have in and to all outstanding accounts receivable which relate solely to Services performed during the period prior to the Closing Date. Seller shall have full authority to collect on such accounts receivable, and Purchaser shall have no obligation to collect any such account receivable on Seller's behalf. Seller acknowledges that Purchaser shall own and shall have the right and authority to collect on Purchaser's own behalf all accounts receivable arising from Services provided by the Business on or after the Closing Date.

6. Purchase Price; Closing.

(a) In consideration of the sale and transfer of the Assets, Purchaser shall pay to Seller the sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) (the "**Purchase Price**"). On or about July 17, 2019, Purchaser delivered to Seller, as earnest money, Thirty-Five Thousand Dollars (\$35,000.00) the "**Earnest Money**"), which shall be credited against the Purchase Price. At the Closing (defined below), Purchaser shall pay to Seller the balance of the Purchase Price (after crediting the Earnest Money).

(b) At the Closing, Seller shall establish a restricted fund balance account in the amount of Fifty Thousand Dollars (\$50,000.00) from a portion of the Purchase Price (the "**Restricted Fund Balance Account**"), for the purpose of securing the indemnification obligations of Seller as set forth in this Agreement. The Restricted Fund Balance Account shall be maintained in accordance with the Restricted Fund Agreement, the form of which is attached hereto as Exhibit A.

(c) The closing of the transactions contemplated under this Agreement (the "**Closing**") shall be held on September 4, 2019, following the satisfaction or waiver of all closing conditions set forth in Sections 20 and 21 below, or such other time and place that the parties may agree (the "**Closing Date**"), effective as of 12:01 a.m. (EST time) on the Closing Date (the "**Effective Time**").

7. Contractual Obligations. Seller shall, pursuant to an Assignment and Assumption Agreement, in substantially the form attached hereto as attached hereto as Exhibit B.

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assign to Purchaser (at Purchaser's sole and absolute election) as of the Closing Date all of its rights in and to the contracts used by Seller in the operation of the Business, as set forth on Schedule 7 attached hereto and incorporated herein by reference (the "**Assumed Contracts**"). Purchaser shall assume Seller's obligations under the Assumed Contracts on the Closing Date. The Assumed Contracts shall not include any contracts not listed on Schedule 7 (the "**Excluded Contracts**").

8. Seller's Closing Obligations. In addition to any other documents to be delivered under other provisions of this Agreement, at or before the Closing Seller shall deliver to Purchaser:

(a) an executed Bill of Sale and Assignment (the "**Bill of Sale**"), in substantially the form attached hereto as Exhibit C, conveying, as of the Closing Date, the Assets to Purchaser, free and clear of all Encumbrances;

(b) an executed Assignment and Assumption Agreement;

(c) a certificate executed by an officer of Seller certifying as to the accuracy of its representations and warranties herein as of the Effective Date and as of the Closing in accordance with Section 20(a) and as to Seller's compliance with and performance of its covenants and obligations to be performed or complied with at or before the Closing in accordance with Section 20(b);

(d) an updated list of all Clients of the Business as of the Closing Date, as well as accurate and complete copies of all of the Client Records;

(e) copies of all consents required to be obtained by Seller in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby as required to be disclosed in Schedule 18(c);

(f) an executed Lease Agreement (the "**Lease Agreement**") in substantially the form attached hereto as Exhibit D, by and between Seller and Purchaser, which Lease Agreement provides Purchaser the right to occupy and use a portion of the fully furnished space currently occupied by Seller for the operation of its home health and hospice office, including the IT infrastructure that is installed in the space, until such time as the Tie-In Notices are received and Purchaser is lawfully permitted to relocate the Business, which Purchaser acknowledges is subject to receipt of all appropriate approvals from applicable governmental authorities;

(g) the Restricted Fund Agreement executed by Seller and documentation of the establishment and funding of the Restricted Fund Balance Account;

(h) Resolutions approving this Agreement and authorizing the execution and delivery of this Agreement to Purchaser; and

(i) Executed CMS 855A Forms for each of the Medicare Provider Numbers.

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9. **Purchaser's Closing Obligations.** In addition to any other documents to be delivered under other provisions of this Agreement, at or before the Closing, Purchaser shall deliver to Seller:

- (a) the balance of the Purchase Price by wire transfer to Seller;
- (b) a certificate executed by an officer of Purchaser certifying as to the accuracy of its representations and warranties herein as of the Effective Date and as of the Closing in accordance with Section 21(a) and as to Purchaser's compliance with and performance of its covenants and obligations to be performed or complied with at or before the Closing in accordance with Section 21(b);
- (c) an executed Assignment and Assumption Agreement;
- (d) an executed Lease Agreement;
- (e) an executed Restricted Fund Agreement; and
- (f) Resolutions approving this Agreement and authorizing the execution and delivery of this Agreement to Seller.

10. **Additional Action.**

(a) From time to time, whether at or after the Closing and without further consideration, the parties shall execute and deliver such further instruments of conveyance and transfer and take such further action as either may reasonably request in order to convey and transfer the Assets and to document the transactions contemplated hereby. Purchaser and Seller each shall reasonably cooperate with the other in the timely completion of the documentation contemplated by this Agreement, as well as the other requirements of this Agreement, including such matters that may arise following the Closing.

(b) If Seller is unable to assign the Contact Numbers to Purchaser, then from and after the Effective Time, Seller shall forward all calls or faxes to such Contact Numbers to such phone or fax numbers as designated by Purchaser from time to time. Seller shall not discontinue the Contact Numbers without the prior written consent of Purchaser.

11. **Liabilities.** Purchaser shall assume from Seller only those liabilities or obligations of Seller arising following the Effective Time under the Assumed Contracts that are effectively assigned to and assumed by Purchaser hereunder (but specifically excluding all obligations or liabilities arising from any default, breach or violation of any such Assumed Contract occurring prior to the Effective Time, whether occurring as a result of the transactions contemplated by this Agreement or otherwise) (collectively, the "***Assumed Liabilities***"), and no other liabilities or obligations. Except solely for the Assumed Liabilities, Purchaser shall not assume, or in any way be liable or responsible for, any liability of Seller, whether known or unknown, direct or indirect, now existing or hereafter accruing, all of which shall remain the sole responsibility of, and shall be solely retained, paid, performed and discharged by Seller (collectively, "***Retained Liabilities***"), which includes, without limitation, the following:

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- (a) Any liability arising out of or relating to Services provided by, or on behalf of, Seller;
- (b) Any liability arising out of the employment of or arising out of any employment, severance, retention or termination agreement with any employee, including, without limitation, wages or any other compensation accrued prior to the Effective Time or COBRA, or any "parachute payment" to a "disqualified individual" (as each term is defined in Section 280G of the Internal Revenue Code) as a result of the transaction;
- (c) Any liability arising out of or related to an employee grievance related to periods prior to the Effective Time;
- (d) Any liability arising out of any workers' compensation claims made or related to periods prior to the Effective Time;
- (e) Any liability arising out of any proceeding relating to any act or omission of Seller;
- (f) Any claims, potential claims or liability arising out of any claims, causes of action or other litigation matters arising from events that occurred prior to the Effective Time;
- (g) Any liability arising out of or resulting from Seller's noncompliance with any law, rule or regulation;
- (h) Any liability arising out of or relating to any appeals, audits, adjustments, or recoupments made by a Governmental Program (defined below) or a third-party payor for Services rendered by or on behalf of Seller prior to the Effective Time;
- (i) Any liability of Seller under this Agreement or any other document executed in connection with the transactions contemplated hereby; or
- (j) Any liability relating to operations of the Business prior to the Effective Time.

Further, notwithstanding any other provision of this Agreement to the contrary, Seller shall be solely responsible for the satisfaction of all liabilities with respect to the Retained Liabilities and all other liabilities of Seller, other than the Assumed Liabilities, whether known at the time of Closing or thereafter determined.

12. Seller's Provider Numbers and Agreements. To the fullest extent permitted by law, Seller sells, assigns, and transfers to Purchaser, all right, title, benefit, privileges, and interest in, to, and under Seller's Provider Numbers and Agreements, each to the extent transferable. By virtue of the assignment and assumption of Seller's Provider Numbers and Agreements, following the Effective Time, Purchaser is entitled to full and exclusive use of Seller's Provider Numbers and Agreements. Notwithstanding the foregoing, Purchaser shall not assume or be deemed to have assumed and shall not be responsible for any liability or obligation of Seller under Seller's Provider Numbers and Agreements with respect to periods prior to the Closing Date. Purchaser shall be solely responsible for the operation by Purchaser of the

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Business on or after the Closing Date and for any liabilities of Purchaser or the Business which arise out of Purchaser's operation of the Business on or after the Closing Date, including those arising from the use of Seller's Provider Numbers and Agreements on or after the Closing Date. Notwithstanding the foregoing, Purchaser shall not assume or be deemed to have assumed and shall not be responsible for any liability or obligation of Seller under Seller's Provider Numbers and Agreements with respect to periods prior to the Effective Time. Purchaser shall be solely responsible for Purchaser's operation of the Business on or after the Effective Time, including liabilities arising from Purchaser's use of Seller's Provider Numbers and Agreements on or after the Effective Time (but excluding any liability that may arise on or after the Effective Time but arose out of actions or inactions that existed prior to the Effective Time).

13. Certain Covenants Regarding Medicare, Medicaid and Licensure Matters.

(a) As soon as reasonably practical following the Closing, Purchaser shall submit CMS 855A Forms for the assignment of Seller's Medicare Numbers to Purchaser. Following the Closing, Purchaser shall exercise all commercially reasonable efforts to diligently pursue the issuance of tie-in notices by the Centers for Medicare and Medicaid Services ("*CMS*") assigning Seller's Medicare Numbers with respect to the Business to Purchaser (the "*Tie-In Notices*"). Seller shall provide Purchaser with such assistance as Purchaser may reasonably request in connection with the approval of the CMS 855A Forms and issuance of the Tie-In Notices.

(b) After the Tie-In Notices are received, Purchaser shall file appropriate Medicaid enrollment forms with CSC Provider EVC Unit, NC Tracks Operations Center, to obtain the required approvals to participate as a Medicaid-approved home health and hospice agency in the North Carolina Medical Assistance Program. Seller shall provide Purchaser with such assistance as Purchaser may reasonably request in connection with the Medicaid enrollment forms with CSC Provider EVC Unit, NC Tracks Operations Center.

(c) Purchaser has submitted to NCDHHS, Division of Health Service Regulation, Health Planning and Certificate of Need Section ("*CON Section*") a request for a determination that the transaction contemplated by this Agreement is exempt from certificate of need review. Purchaser shall provide Seller with copies of all correspondence to and from the CON Section related to such request (including a copy of such determination) promptly upon issuance or receipt.

(d) As soon as reasonably practical following the Closing, Purchaser shall submit to NCDHHS, Division of Health Service Regulation, Acute and Home Care Licensure and Certification Section ("*Acute and Home Care Section*") an application for operation of the Business, as well as all forms and applications requested by the Acute and Home Care Section. Following submission of such application, Purchaser shall exercise all commercially reasonable efforts to diligently pursue the issuance of an approval of such application. Seller shall provide Purchaser with such assistance as Purchaser may reasonably request in connection with such application to the Acute and Home Care section.

14. Employees.

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(a) Purchaser will, subject to criminal background checks and drug screening conducted pursuant to its personnel policies, offer employment to each of the employees of Seller currently involved in the operation of the Business (sometimes referred to herein collectively as the "**Employees**"), under the same employment status (FT/PT/PRN) as such Employees are employed by Seller as of the Effective Date. Purchaser's offer of employment is subject to Purchaser's policies and procedures and conditioned upon each employee's acceptance of such policies and procedures, which must be acknowledged in writing before employment with Purchaser begins. The Employees shall have no obligation to accept employment with Purchaser. The Employees who are offered and accept new employment with Purchaser effective as of the Effective Time shall be referred to as the "**Transferred Employees**" and, upon becoming Transferred Employees and termination of their employment with Seller, shall cease to be employees of Seller.

(b) Seller agrees to remain solely liable for all accrued retirement benefits, health benefits, paid time off, and other employee benefits or liabilities attributable to the service of any Employee while he/she is an employee of Seller. From and after the Effective Time, Transferred Employees shall accrue paid time off under Purchaser's personal leave time ("**PLT**") policies, as then in effect; provided, however, Purchaser agrees to credit each Transferred Employee for his/her years of service and commitment to the Business prior to the Closing Date and to account for such years of service when determining each Transferred Employee's eligibility for PLT. Nothing herein shall be constructed against Purchaser to suggest that each Transferred Employee is anything other than a new employee of Purchaser effective as of the Effective Time.

(c) Purchaser agrees to assume liability for accrued vacation leave for Transferred Employees, which Seller would otherwise have been obligated to pay such Transferred Employees and the value of such accrued vacation leave assumed by Purchaser shall be credited to Purchaser against the Purchase Price.

(d) Except as expressly set forth herein, Purchaser shall not assume any liabilities with respect to any Employees or with respect to any employee benefit plan or any claim thereupon or related thereto. From and after the Effective Time, except as expressly set forth herein, Seller shall remain solely responsible for any and all liability with respect to the Employees, including the Transferred Employees and their beneficiaries and dependents, relating to or arising in connection with or as a result of (i) the employment or the actual or constructive termination of employment of any such employee by Seller (including, without limitation, in connection with the consummation of the transactions contemplated by this Agreement), (ii) the participation in or accrual of benefits or compensation under, or the failure to participate in or to accrue compensation or benefits under, any employee benefit plan or other employee or retiree benefit or compensation plan, program, practice, policy, agreement, or arrangement of Seller, or (iii) accrued but unpaid salaries, wages, bonuses, or other compensation (including, without limitation, deferred compensation).

(e) To the extent permitted under Purchaser's medical benefit plan(s), Purchaser shall also ensure there is no lapse in medical benefits coverage for eligible Transferred Employees (those Transferred Employees who work at least thirty (30) hours a week) receiving medical benefits coverage under Seller's benefits plans and who elect to receive medical benefits

coverage under Purchaser's benefits plan. Notwithstanding the foregoing, Purchaser shall have no obligation to assume any of Seller's retirement plans or other employee benefits and shall not assume any of Seller's COBRA or ERISA liabilities or obligations.

15. Cost Report Matters. Seller shall timely prepare, execute, and file all Cost Reports for periods ending on June 30, 2019 and the terminating cost reports for the period of July 1, 2019 through the Closing Date for the Medicare and the Medicaid programs (the "***Terminating Cost Reports***"). Seller will provide the fiscal intermediary or CMS with any information needed to support claims for reimbursement made by Seller either in the Terminating Cost Reports or in any cost reports filed for prior cost reporting periods, it being specifically understood and agreed that the intent and purpose of this provision is to ensure that the reimbursement paid to Purchaser after it becomes the licensed operator of the Business is not reduced or offset in any manner as a result of Seller's failure to timely file, or filing an inaccurate or incomplete, final cost report or supporting documentation with respect to any past reimbursement claims, including, but not limited to, those included in the Terminating Cost Reports. Purchaser shall, promptly after receipt by Purchaser, forward to Seller any demand for payments relating to government cost report settlements, Seller's cost reports, and/or any Seller cost report reopened prior to the Effective Time. Seller shall deliver to Purchaser a copy of any action, order, notice (including, any notice of program reimbursement), or other correspondence from the fiscal intermediary, Medicare contractor, CMS, or NCDHHS or any of its divisions or contractors received by Seller relating to Seller's cost reports. Purchaser shall have all rights to (a) reopen any Seller cost report and any amounts receivable with respect to such reopened Seller cost reports, and (b) appeal any determinations relating to government cost report settlements, Seller cost reports, and/or any reopened Seller cost report; provided, however, that Purchaser shall pay all cost report liability to the extent such liability is assessed against and payable by Seller solely as a result of Purchaser's reopening of any of Seller's cost reports. Seller shall have all rights to any additional payments received from the fiscal intermediary, Medicare contractor, CMS, or NCDHHS or any of its divisions or contractors relating to Seller's cost reports for all periods prior to the Effective Time, provided that such additional payments are not the result of Purchaser reopening or appealing any such cost report, in which case Purchaser shall receive such additional payments. Purchaser shall retain the originals of all of Seller's cost reports, correspondence, work papers, and other documents relating to Seller's cost reports and/or government cost report settlements; however, Seller shall be permitted to have access to all such originals at any reasonable time upon reasonable notice.

16. Misdirected Payments; Offsets Against Reimbursement. Purchaser and Seller covenant and agree that Seller and Purchaser shall remit, with reasonable promptness, to the other any payments received, which payments are on or in respect of accounts or notes receivable owned by (or are otherwise payable to) Seller or Purchaser, as applicable. Notwithstanding the foregoing, Seller agrees to remit to Purchaser, within thirty (30) days of receipt by Seller, any payments received by Seller for Services rendered by Purchaser after the Effective Time. Purchaser also agrees to remit to Seller, within thirty (30) days of receipt by Purchaser, any payments received by Purchaser for Services rendered by Seller prior to the Effective Time. In the event that, following the Effective Time, Purchaser suffers any offsets against reimbursement under any third-party payor or reimbursement programs owed to Purchaser, relating to amounts owing under any such programs by Seller for Services rendered prior to the Effective Time, Seller shall within thirty (30) days of receipt of a written demand

from Purchaser pay to Purchaser the amounts so billed or offset. In the event that, following the Effective Time, Seller suffers any offsets against reimbursement under any third-party payor or reimbursement programs owed to Seller, relating to amounts owing under any such programs by Purchaser or any of its affiliates for Services rendered after the Effective Time, Purchaser shall within thirty (30) days of receipt of a written demand from Seller pay to Seller the amounts so billed or offset. The terms of this Section 16 shall survive Closing.

17. Notice to Clients. Prior to the Effective Time, Purchaser and Seller shall jointly notify the Clients of the transactions contemplated by this Agreement. Neither Purchaser nor Seller shall send any notices to the Clients regarding this transaction without the other party's approval as to the content and manner of such notice, which approval shall not be unreasonably withheld, conditioned or delayed.

18. Representations, Warranties and Covenants of Seller. To induce Purchaser to enter into this Agreement, Seller represents and warrants to Purchaser that (which representations and warranties are limited only as they apply to Seller's operation of the Business or as they relate to the Assets):

(a) Organization and Good Standing. Seller is a North Carolina body corporate and politic that has full power and authority to own the Assets and to carry on the Business as it is now being conducted, including the home health services provided by the Business.

(b) Authority. Seller has full power, authority, and legal capacity to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery, and performance of this Agreement: (i) does not conflict with any provision contained in any agreement, instrument, judgment, order, or laws to which Seller is a party or by which Seller is bound; (ii) has been duly executed and delivered by Seller and constitutes a valid and legally binding obligation of Seller, enforceable in accordance with its terms; (iii) does not and will not violate any laws applicable to Seller, or orders, writs, or injunctions of the United States, or any state or other jurisdiction or any judgment, decree or order of any court or other judicial body specifically naming Seller, or require Seller to obtain any approval, consent or waiver of, or make any registration, declaration or filing with, or provide notice to, any individual, trustee, corporation, limited liability company, general partnership, limited partnership, trust, unincorporated organization, business association, firm, joint venture, governmental agency or authority or any similar entity ("**Person**"); and (iv) does not and will not result in a breach of, constitute a default under, accelerate any obligation under, require a consent under, or give rise to a right of termination or revocation of, any indenture or loan or credit agreement or any other contract, instrument, mortgage, lien, lease, permit, authorization, order, writ, judgment, injunction, decree, determination, or arbitration award to which Seller is a party or by which the property of Seller is bound or affected, or result in the creation or imposition of any liens on any of the Assets.

(c) Notices and Consents. Except as set forth in Schedule 18(c), Seller is not and will not be required to give any notice to or obtain any consent from any Person in connection with the execution and delivery of this Agreement or the consummation or

performance of the transactions contemplated hereby. All notices and consents set forth on Schedule 18(c) have been or shall have been obtained by the parties prior to the Closing Date.

(d) Changes in Representations and Warranties. All information of Seller furnished and to be furnished to Purchaser is and will be accurate as of the date thereof. None of the information contained in the representations and warranties of Seller set forth in this Agreement or in any of the exhibits, lists, documents, schedules, or other instruments delivered or to be delivered to Purchaser as contemplated by any provision of this Agreement, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained herein or therein not misleading.

(e) Assets. Seller owns and has good and marketable title to the Assets, free and clear of all obligations, charges, security interests, conditional sales contracts, leases, claims, encumbrances, and liens whatsoever. The Assets (other than the Excluded Assets and the non-assignable licenses, permits and certifications) constitute all of the assets constituting, used or being held for use in the conduct of the Business as currently conducted.

(f) Licenses, Authorizations and Provider Programs. Seller, with respect to the Business, is: (i) the holder of all valid licenses and other rights, permits and authorizations required by any legal requirement or any governmental authority necessary to operate the Business (collectively the "*Governmental Authorizations*"); (ii) certified for participation and reimbursement under Titles XVIII and XIX of the Social Security Act (the "*Medicare and Medicaid Programs*") (The Medicare and Medicaid programs and such other similar federal, state, or local reimbursement or governmental programs for which Seller is eligible to receive payments on account of services provided by the Business are hereinafter referred to collectively as the "*Government Programs*"); and (iii) the holder of current provider agreements for such Government Programs. Set forth on Schedule 18(f), as to the Business, is a correct and complete list of all such licenses, permits and other authorizations, and provider agreements under all Government Programs, and each such license, permit, authorization and agreement is valid and in full force and effect.

(g) Account. Seller represents and warrants to Purchaser that Seller has directed the Government Programs to electronically deposit all payments owed by the Government Programs for services provided by the Business into the Account, and Seller represents and warrants that the Government Programs do not: (i) send any payments for services provided by the Business to any other Person, or (ii) deposit (electronically or otherwise) any payments for goods and services provided by the Business into any bank account other than the Account. Seller agrees that it will not change, cause to be changed, or permit to be changed, the instructions to the Government Programs regarding payments to the Account.

(h) No Conflict. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby will, directly or indirectly (with or without notice of lapse of time): (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Seller is subject, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument,

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or other arrangement to which Seller is a party or by which it is bound or to which any of its assets is subject. Other than as specifically set forth in this Agreement, Seller does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the parties to consummate the transactions contemplated by this Agreement.

(i) Litigation. There are no actions, suits, labor disputes or arbitrations, or legal or administrative proceedings or investigations pending against Seller for the operation of the Business, and no such actions or proceedings have been commenced within the last three (3) years. To best of Seller's knowledge, no such actions, suits, labor disputes or arbitrations, or legal or administrative proceedings or investigations are contemplated or threatened against Seller for the operation of the Business nor, to the best of Seller's knowledge, is there any basis therefore. To best of Seller's knowledge, no event has occurred or circumstance exists that is reasonably likely to give rise to or serve as a basis for the commencement by any Person of any action, suit, proceeding or investigation against Seller relating to the operation of the Business.

(j) Compliance with Laws. To the knowledge of Seller, Seller is in compliance with all applicable laws, statutes, ordinances, orders, judgments, decrees, injunctions, and rules and regulations ("Law" or "Laws") promulgated by any Governmental Entity which apply to Seller for the use of the Assets or for the conduct of the Business, and Seller has not received notice of a violation or alleged violation of any such Law.

(k) Insurance. The Asset and property used in the operation of the Business, as well as employees of Seller are insured in a manner customary for a business similar to the Business, and all insurance policies and arrangements of Seller (which include general liability, professional liability, property, casualty, fire and workers' compensation insurance policies and arrangements) are in full force and effect, all premiums due with respect thereto are currently paid, and Seller is in compliance in all material respects with the terms thereof. Said insurance is adequate and customary for the Business and is sufficient for compliance by Seller with all requirements of Law and all contracts to which Seller is a party. Each such insurance policy shall continue to be in full force and effect immediately prior to Purchaser's purchase of the Assets. In the event, and to the extent that Seller's liability insurance coverage with respect to the operation of the Business is or was a "claims made" policy, Seller will maintain said policy in effect, and within one hundred and twenty (120) days of the Closing Date will obtain "tail" insurance in form and substance acceptable to Purchaser, for three (3) years from the Closing Date. The minimum coverage under such "tail" insurance shall be One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate and such coverage shall be non-cancellable by Seller.

(l) Employees; Labor Matters. Seller is not delinquent in payments to any of its employees used to operate the Business for any wages, salaries, commissions, bonuses, or other direct compensation for any services performed for it to the date hereof or any material amounts required to be reimbursed to such employees. Seller is in compliance with all applicable federal, state and local Laws respecting labor, employment, fair employment practices, workplace safety and health, terms and conditions of employment, and wages and hours. There are no charges of employment discrimination or unfair labor practices, nor are there any strikes, slowdowns, stoppages of work, or any other concerted interference with normal

operations existing, pending, or, to the best of Seller's knowledge, threatened against or involving Seller.

(m) Health Care Compliance.

(i) Seller is participating in or otherwise authorized to receive reimbursement from or is a party to agreements with the Government Programs. All necessary certifications and contracts required for participation in such programs are in full force and effect and have not been amended or otherwise modified, rescinded, revoked, or assigned as of the date hereof, and no condition exists or event has occurred which in itself or with the giving of notice or the lapse of time or both would result in the suspension, revocation, impairment, forfeiture, exclusion, or non-renewal of any such programs. To Seller's knowledge, Seller has been and continues to be in compliance with the requirements of such program applicable thereto. Seller has neither billed nor received any payment or reimbursement from such programs in excess of amounts allowed by Law. Seller has not received any notice of any pending or threatened governmental investigations or surveys.

(ii) With respect to the Business, neither Seller nor any Person providing services on behalf of Seller has engaged in any activities that are prohibited under any legal requirement including, but not limited to, 42 U.S.C. § 1320a-7b, 42 U.S.C. § 1395nn, or 31 U.S.C. §§ 3729-3733 (or other federal or state legal requirements related to false or fraudulent claims) or the regulations promulgated thereunder pursuant to such statutes, or related state or local legal requirements related to professional conduct.

(iii) Seller has been and is currently in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, as amended by the HITECH Act of the American Recovery and Reinvestment Act of 2009 ("HIPAA") and its implementing regulations, including without limitation, the Standards for Electronic Transaction and Code Set (45 CFR Parts 160 and 162), the Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164), the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Parts 160 and 164) and such other regulations that may, from time to time, be promulgated thereunder. Seller has not received any notice from any governmental authority that such governmental authority has imposed or intends to impose any enforcement actions, fines or penalties for any failure or alleged failure to comply with HIPAA or its implementing regulations.

(iv) Seller has no liabilities with respect to, and there are no claims against Seller by any customer, insurer or third-party payor with respect to, overpayments made to Seller in connection with the operation of the Business. Seller is not aware of any pending or threatened claims against Seller by any customer, insurer or third-party payor for overpayments in connection with the operation of the Business. Seller has no liabilities associated with any third-party audits or denials by any third-party payors in connection with the operation of the Business.

(v) All of Seller's professional staff used in the operation of the Business are qualified and licensed to practice without restriction or limitation in such capacity in the State of North Carolina.

(n) Indebtedness. With the exception of the Retained Liabilities, Seller will not have, as of Closing, any direct or indirect liabilities, indebtedness, obligations, penalties or debts (collectively, the "Indebtedness") related to the operation of the Business. The accounts payable were incurred in the ordinary course of business will be paid and satisfied by Seller, and Seller is not in default or late on any payable.

(o) Satisfaction of Conditions. Seller promptly shall proceed to satisfy all conditions set forth in Section 20 below, and shall notify Purchaser upon Seller's discovery or belief that Seller will be unable to meet such conditions.

(p) Disclosure. The representations, warranties, and statements contained in this Agreement and in each other agreement executed and delivered pursuant hereto and in the certificates, exhibits and schedules delivered to Purchaser by Seller pursuant to this Agreement do not contain any untrue statement of a material fact, and, when taken together, do not omit to state a material fact required to be stated therein in order to make such representations, warranties, or statements not misleading in light of the circumstances under which they were made.

19. Representations of Purchaser. To induce Seller to enter into this Agreement, Purchaser represents and warrants to Seller that:

(a) Organization and Good Standing. Purchaser is a limited liability company duly organized, validly existing, and authorized to transact business in the State of North Carolina, with full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby.

(b) No Conflict. The execution, delivery, and performance of this Agreement does not conflict with any provision contained in the governing documents of Purchaser or with any provision of any agreement, instrument, judgment, order, or Law to which Purchaser is a party or is subject or by which it is bound. This Agreement has been duly executed and delivered by Purchaser and constitutes a valid and legally binding obligation of Purchaser, enforceable in accordance with its terms.

(c) Changes in Representations. All information of Purchaser furnished and to be furnished to Seller is and will be accurate as of the date thereof. None of the information contained in the representations and warranties of Purchaser set forth in this Agreement or in any of the exhibits, lists, documents, schedules, or other instruments delivered or to be delivered to Seller as contemplated by any provision of this Agreement, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained herein or therein not misleading.

(d) Satisfaction of Conditions. Purchaser promptly shall proceed to satisfy all conditions set forth in Section 21 below, and shall notify Seller upon Purchaser's discovery or belief that Purchaser will be unable to meet such conditions.

20. Conditions to Purchaser's Performance. The obligations of Purchaser under this Agreement shall be subject to each of the following conditions, any one or more of which may be waived by Purchaser:

(a) All representations and warranties of Seller contained in this Agreement or in any other document delivered by Seller pursuant to this Agreement shall be true, correct, and complete, to the best of Seller's knowledge, on and as of the Effective Date and on and as of the Closing Date;

(b) Seller shall have observed, kept, or performed all of the material terms and conditions of this Agreement to be observed, kept, or performed by Seller;

(c) Purchaser shall have received a determination by the CON Section, that Seller's sale, and Purchaser's acquisition, of the Assets and Business is exempt from certificate of need review;

(d) Purchaser shall have received such other licenses, permits, and authorizations required by law to operate the Business as of Closing, except for such licenses, permits, and authorizations that, due to the requirements of applicable law or regulation, Purchaser can obtain only after the Closing;

(e) Except as otherwise provided in this Agreement to the contrary, Seller shall have terminated the employment of the Transferred Employees, on or before the Effective Time; shall have made and remitted all proper deductions, remittances, and contributions for the Employees' wages, commissions, and salaries required of them under all applicable contracts, statutes, and regulations and, wherever required by such contracts, statutes, and/or regulations, all proper deductions and contributions from its own funds for such purposes; and shall have made all proper pension benefit pay-outs for the Employees in accordance with plan requirements and Seller's policies and procedures thereon. Seller shall perform all reporting duties in respect of all such wages, commissions, salaries, and other compensation and in respect of all such deductions and contributions. Purchaser assumes no liability for any amounts whatsoever which have been paid or should have been paid to or for the benefit of, or withheld from, any employee of Seller;

(f) Seller shall have delivered the documents and instruments required by Section 8; and

(g) The parties shall have executed the terms of the Restricted Fund Agreement and the Lease Agreement.

21. Conditions to Seller's Performance. The obligations of Seller under this Agreement shall be subject to the following conditions, any one or more of which may be waived by Seller:

(a) All representations and warranties of Purchaser contained in this Agreement or in any other document delivered by Purchaser pursuant to this Agreement shall be true, correct, and complete on or as of the date when made and on or as of the Closing, as if made on the Closing;

Attachment D

(b) Purchaser shall have observed, kept, or performed all of the material terms and conditions of this Agreement to be observed, kept, or performed by Purchaser;

(c) Seller shall have received a determination by the CON Section, that Seller's sale, and Purchaser's acquisition, of the Assets and Business is exempt from certificate of need review;

(d) Purchaser shall have extended offers of employment to the Transferred Employees;

(e) Purchaser shall have delivered the documents and instruments required by Section 9; and

(f) The parties shall have executed the terms of the Restricted Fund Agreement and the Lease Agreement.

22. Termination.

(a) Termination Events. By written notice given prior to or at the Closing, subject to Section 22(b), this Agreement may be terminated as follows:

(i) by Purchaser, in the event a material breach of this Agreement has been committed by Seller and such breach has not been cured within thirty (30) days by Seller or waived in writing by Purchaser;

(ii) by Seller, in the event a material breach of this Agreement has been committed by Purchaser, and such breach has not been cured within thirty (30) days by Purchaser or waived in writing by Seller;

(iii) by Purchaser, if the satisfaction of any of the conditions to Purchaser's obligation to close the transactions contemplated hereby as set forth in Section 20 becomes impossible (other than through the failure of Purchaser to comply with its obligations under this Agreement), and Purchaser has not waived such condition in writing;

(iv) by Seller, if the satisfaction of any of the conditions to Seller's obligation to close the transactions contemplated hereby as set forth in Section 21 becomes impossible (other than through the failure of Seller to comply with its obligations under this Agreement), and Seller has not waived such condition in writing;

(v) by mutual written consent of Purchaser and Seller; and

(vi) by Purchaser or Seller, if the Closing has not occurred on or before September 16, 2019, or such later date as the parties may agree upon in writing, unless the terminating party is in material breach of this Agreement.

(b) Effect of Termination. Each party's right of termination under Section 22(a) is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of such right of termination will not be an election of remedies. If the Agreement is

Attachment D

terminated pursuant to Section 22(a), all obligations of the parties under this Agreement will terminate, except for obligations stated to survive such termination, and further provided that the obligations in this Section 22 will survive; provided, however, that if this Agreement is terminated by a party because of the breach of the Agreement by the other party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the other party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

23. Indemnification by Purchaser. Purchaser agrees to indemnify Seller and hold Seller harmless from and against any and all losses, damages, costs, liabilities, and expenses (including all reasonable attorneys' fees) arising from claims by third parties ("**Claims**"), resulting from, or incident to:

(a) Any breach by Purchaser of any of its obligations or duties under this Agreement or the incorrectness of any representation or warranty made by Purchaser in this Agreement or any document executed in connection herewith;

(b) The operation of the Business by Purchaser after the Effective Time including, but not limited to, billing practices, other than with respect to actions of Seller;

(c) Any failure by Purchaser to comply materially with all Laws, regulations, and orders applicable to its business and operations; and

(d) Any and all professional liability incurred by Purchaser or Purchaser's employees after the Effective Time, other than with respect to actions of Seller.

24. Indemnification by Seller. Seller agrees to indemnify Purchaser and hold Purchaser harmless from and against any and all Claims by third parties, resulting from, or incident to:

(a) Any breach by Seller of any of its obligations or duties under this Agreement or the incorrectness of any representation or warranty made by Seller in this Agreement or any document executed in connection herewith;

(b) The operation of the Business by Seller prior to the Effective Time including, but not limited to, billing practices, other than with respect to actions of Purchaser;

(c) Any failure by Seller to comply with all Laws, regulations, and orders applicable to the Business and its operations prior to the Effective Time;

(d) Any Retained Liabilities; and

(e) Any and all professional liability incurred by Seller or Seller's employees relating to the operation of the Business prior to the Effective Time, other than with respect to actions of Purchaser.

25. **Method of Asserting Claims.** The party seeking indemnification (the "*Indemnified Party*") shall give prompt written notice to the other party (the "*Indemnifying Party*") within the applicable survival period set forth in Section 26, if any, of any Claim which it discovers or of which it receives notice after the Closing and which might give rise to a claim by it against Indemnifying Party, stating the nature, basis and (to the extent known) amount of such Claim; provided that failure to give prompt notice shall not jeopardize the right of any Indemnified Party to indemnification except to the extent such failure shall have materially prejudiced the ability of the Indemnifying Party to defend such Claim.

26. **Survival of Representations and Warranties.** The representations and warranties made by Seller, on the one hand, and by Purchaser, on the other hand, under this Agreement shall survive until the date that is twenty-four (24) months after the Closing Date.

27. **Access.** Between the Effective Date and the Closing Date, and upon reasonable advance notice received from Purchaser, Seller shall afford Purchaser and its agents reasonable access to the Business to facilitate the transition of the Business operations from Seller to Purchaser. Purchaser shall not unreasonably interfere with the operations of the Business. In the event of the termination of this Agreement, all of Seller's information shall remain confidential and not be used by Purchaser, its members, officers, directors, employees or agents, and all copies thereof shall be returned to Seller.

28. **License.** Should Seller receive notice or become aware any adverse actions or deficiencies in the maintenance of Seller's license, Seller's Provider Numbers and Agreements, or any other permits or certifications necessary to operate the Business, Seller shall provide Purchaser with written notice within five (5) days of its receipt of such notices. Notwithstanding the foregoing, Purchaser shall be solely responsible for the operation by Purchaser of the Business on or after the Closing Date and any liabilities of Purchaser or the Business which arise out of Purchaser's operation of the Business on or after the Closing Date.

29. **Allocation of Purchase Price.** Seller and Purchaser agree to allocate the Purchase Price (and all other relevant amounts) among the Assets in accordance with the provisions of Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"). Purchaser agrees to file Internal Revenue Service Form 8594 in accordance with terms of this Agreement and Section 1060 of the Code.

30. **Restrictive Covenant.**

(a) Seller hereby acknowledges that in divesting the Business and selling the Assets, Seller believes that it is in its best interest to discontinue the provision of Services in the Service Area, as Seller is presently permitted and licensed by the Acute and Home Care Section. Seller further acknowledge that reentry into the business of providing Services, subject to state regulatory approval, could diminish the value and the resources of the Business acquired by Purchaser pursuant to this Agreement.

(b) Seller shall not provide Services in the Service Area, whether as an owner, partner, member, sole proprietor, independent contractor, or agent, nor shall Seller establish, open, or assist in the establishment or opening of a certified home health and/or hospice agency in the Service Area, to provide such Services, or become an owner, partner, member, operator, or

Attachment D

manager of such an agency (or an entity operating such an agency) for the period of three (3) years following the Closing Date.

(c) Seller shall not solicit or entice any employee of Seller or the Business hired by Purchaser to leave Purchaser's employ; provided, however, nothing shall preclude Seller from posting open positions and from hiring Transferred Employees who apply for same.

(d) Seller agrees to abide by the terms of this Section 30, and acknowledges and attests that the limitations in this Section 30 are reasonable; that such limitations are fair and reasonably required to protect Purchaser's legitimate interests, including, but not limited to, its investment in the Assets pursuant to this Agreement; that this Agreement was entered into for valuable consideration; and that adhering to the terms of this Section 30 does not and will not in any way jeopardize the health or safety of any person or persons in the Service Area, or elsewhere.

31. Miscellaneous Provisions.

(a) Notices; Demands; Requests. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (i) delivered by hand (with written confirmation of receipt), (ii) received by the addressee, if sent by certified mail, return receipt requested, or (iii) received by the addressee, if sent by a nationally recognized overnight delivery service, in each case to the appropriate addresses set forth below (or to such other addresses as a party may designate by notice to the other parties):

As to Seller: Halifax County
 Attn: Tony Brown, County Manager
 P.O. Box 38
 10 N. King Street
 Halifax, NC 27839

As to Purchaser: Liberty Home Care VI, LLC
 Attn: Holly MacDonald, President
 2334 South 41st Street
 Wilmington, NC 28403

Any such addresses may be changed at any time upon written notice of such change sent by the means stated above, to the other party by the party effecting the change.

(b) Severability. If any one or more of the agreements or provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, agreements, and provisions shall in no way affect the validity or effectiveness of the remainder of this Agreement, and this Agreement shall continue in force to the fullest effect permitted by law.

(c) State Law Controlling. This Agreement shall be construed and enforced in accordance with the substantive laws of the State of North Carolina.

Attachment D

(d) Successors; Assignment. This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors, and permitted assigns of the parties. Neither party may assign this Agreement without the prior written consent of the other.

(e) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and may not be changed, modified, or amended, except by an instrument in writing signed by the party against whom such change, modification, or amendment is asserted.

(f) Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

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

[SIGNATURE PAGE FOLLOWS]

Attachment D

IN WITNESS WHEREOF, the duly authorized officers of the parties hereof have executed this Agreement as of the date first written above.

SELLER:

HALIFAX COUNTY, a body corporate and politic
authorized by the laws of North Carolina

By: _____
Name: Vernon J. Bryant
Title: Chairman

ATTESTED TO:

Mary Anderson-Faison
Deputy Clerk to the Board of County Commissioners

PURCHASER:

LIBERTY HOME CARE VI, LLC, a North
Carolina limited liability company

By: _____
Name:
Title:

Attachment D

List of Exhibits and Schedules

Exhibits

- | | | |
|-----------|---|-------------------------------------|
| Exhibit A | - | Restricted Fund Agreement |
| Exhibit B | - | Assignment and Assumption Agreement |
| Exhibit C | - | Bill of Sale and Assignment |
| Exhibit D | - | Lease Agreement |

Schedules

- | | | |
|----------------|---|----------------------|
| Schedule 1A | - | Excluded Assets |
| Schedule 7 | - | Assumed Contracts |
| Schedule 18(c) | - | Notices and Consents |
| Schedule 18(f) | - | Healthcare Licenses |

Attachment D

List of Exhibits and Schedules

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| Schedule 18(c) | - | Notices and Consents |
| Schedule 18(f) | - | Healthcare Licenses |

EXHIBIT A

RESTRICTED FUND AGREEMENT

EXHIBIT B

ASSIGNMENT AND ASSUMPTION AGREEMENT

EXHIBIT C

BILL OF SALE AND ASSIGNMENT

Attachment D

EXHIBIT D

LEASE AGREEMENT

SCHEDULE 1A

EXCLUDED ASSETS

1. Seller's accounts receivable, cash, and cash equivalents owned by Seller associated with the Business.
2. Seller's real property utilized in the operation of the Business.
3. Seller's bank accounts.
4. Seller's furniture, furnishings, and equipment used in the operation of the Business.
5. Seller's automobiles used in the operation of the Business.
6. Seller's computer hardware used in the operation of the Business.
7. Seller's d/b/a name "Home Health and Hospice of Halifax."

SCHEDULE 7

ASSUMED CONTRACTS

Agreements with the following entities shall be assigned to Assignee:

Anza Mailing Systems, Inc.: Product Lease Agreement and Maintenance Agreement

Bryan Health and Rehab

Isaac H. Miller: Hospice Medical Director

DDP Pharmacy, Inc. d/b/a DRUGCO, d/b/a DRUGCO Discount Pharmacy

Halifax Regional Medical Center, Inc.

SCHEDULE 18(c)

NOTICES AND CONSENTS

A determination by the CON Section, that Seller's sale, and Purchaser's acquisition, of the Assets is exempt from certificate of need review.

Written notice to the Acute and Home Care Section, of a contemplated licensure change of ownership.

Written notice to CMS, in the manner prescribed by CMS, of a contemplated change of ownership pursuant to 42 C.F.R. § 489.18.

SCHEDULE 18(f)

HEALTHCARE LICENSES

North Carolina Home Health License: HC0765

Medicare Provider Number (Home Health): 34-7004

NPI (Home Health): 1720080518

Medicare Provider Number (Hospice): 34-1583

NPI (Hospice): 1275750598

Attachment E

**A RESOLUTION DECLARING CERTAIN COUNTY PERSONAL PROPERTY TO
BE SURPLUS AND AUTHORIZING THE DONATION OF THAT SURPLUS
PROPERTY TO ANOTHER GOVERNMENTAL UNIT**

WHEREAS, Halifax County (the County) is the owner of certain personal property, to wit: a 2006 Ford F-450 Type I ambulance, VIN 1FDXF46P77EA98736 (the Property); and

WHEREAS, the County has determined that the Property is no longer of any benefit to the County and the County desires to declare the Property to be surplus; and

WHEREAS, pursuant to G.S. 160A-280(a) the County has the authority to donate surplus property to another unit of local government after posting notice of its intention to do so; and

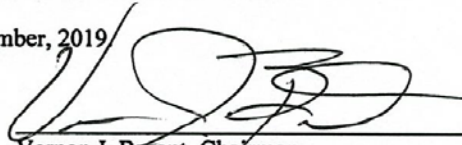
WHEREAS, Halifax Community College (the College) has requested that the County consider donating the Property to the College; and

WHEREAS, the County desires to donate the Property to the College; and

WHEREAS, the County has caused public notice of its intention to donate the Property to the College at least five days before the adoption of the Resolution;

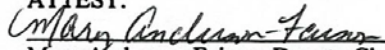
NOW, THEREFORE, BE IT RESOLVED that the Halifax County Board of Commissioners hereby declares the above referenced Property as surplus and authorizes the County Manager and other appropriate staff to execute such documents as may be necessary to donate the Property to Halifax Community College.

The 3rd day of September, 2019



Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

ATTEST:



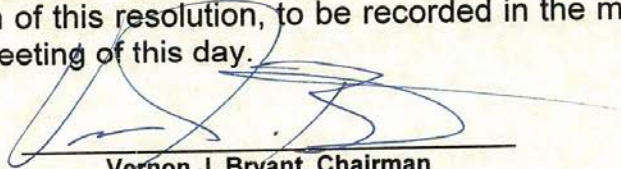
Mary Anderson-Faison, Deputy Clerk
Halifax County Board of Commissioners

Resolution

✧ **WHEREAS, ANNE P. HILLIARD**, decided to retire as an Accounting Technician II with the Halifax County Department of Social Services effective August Thirty-First of the Year Two Thousand and Nineteen; and

✧ **WHEREAS**, she has spent Thirty-Four years with local government; Anne 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.

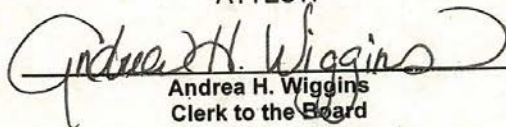
✧ **NOW THEREFORE BE IT RESOLVED** that on this day, Tuesday, September Third of the Year Two Thousand and Nineteen, the Halifax County Board of Commissioners did honor Anne P. Hilliard with formal adoption of this resolution, to be recorded in the minutes of the meeting of this day.



Vernon J. Bryant, Chairman
Halifax County Board of Commissioners



ATTEST:



Andrea H. Wiggins
Clerk to the Board

Resolution

✧ **WHEREAS, LAURA B. BOYD**, decided to retire as an Income Maintenance Caseworker II with the Halifax County Department of Social Services effective July Thirty-First of the Year Two Thousand and Nineteen; and

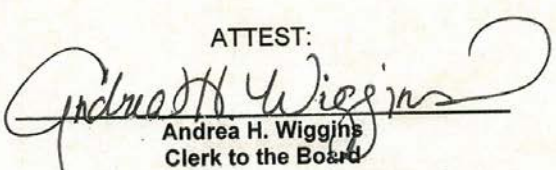
✧ **WHEREAS**, she has spent Twenty-Eight years with local government; Laura has also served in many positions of honor in the community and State, as well as being a dedicated public servant to the citizens of Halifax County.

✧ **NOW THEREFORE BE IT RESOLVED** that on this day, Tuesday, September Third of the Year Two Thousand and Nineteen, the Halifax County Board of Commissioners did honor Laura B. Boyd with formal adoption of this resolution, to be recorded in the minutes of the meeting of this day.


Vernon J. Bryant, Chairman
Halifax County Board of Commissioners



ATTEST:


Andrea H. Wiggins
Clerk to the Board

**MINUTES
HALIFAX COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING
SEPTEMBER 16, 2019**

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

The Halifax County Board of Commissioners held a Regular Meeting on Monday, September 16, 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 Marcelle O. Smith
Honorable Vernon J. Bryant, Chairman
Honorable T. Patrick W. Qualls
Honorable Linda A. Brewer

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

ABSENT: Ian M. Bumgarner, Senior Management Analyst

Call to Order

Chairman Bryant called the meeting to order.

Invocation and Pledge of Allegiance

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

Adoption of the Agenda

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

Conflict of Interest

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

1. Consent Agenda

Commissioner Manning moved to approve the following consent agenda. Commissioner Qualls seconded the motion, which passed unanimously by voice vote.

A. 2019 Seniors Farmers Market Nutrition Program

Rose B. Lewis, Aging Program Coordinator, Human Resources Management, requested that the Board approve the receipt of approximately \$2,832 in Farmers Market vouchers from the Division of Aging and Adult Services.

B. Halifax County 4-H Bus Replacement Grant

Joe Long, Rural Life Center Director, requested that the Board approve the submission of the Halifax County 4-H Bus Replacement Grant application, the receipt of funds if awarded, and to authorize the appropriate staff to execute the documents.

C. Library Halifax Helps Grant

Brenda Faithful, Library Director, requested that the Board approve the submission of the Library Halifax Helps Grant application, the receipt of funds if awarded, and to authorize the appropriate staff to execute the documents.

2. Special Recognition

A. Resolution Honoring Elijah Lee, Child Abuse Awareness Day

Chairman Bryant read and presented a resolution honoring Elijah Lee, Child Abuse Awareness Day, which is attached to these minutes as Attachment A.

Commissioner Bryant moved to adopt the resolution honoring Elijah Lee, Child Abuse Awareness Day. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

3. Agenda Items

A. North Carolina Department of Transportation - Weldon Passenger Rail Service and Station Update

Cathy A. Scott, Economic Development Director, introduced Neil Perry, Rail Planning Manager, PE, and Mark Johnson, North Carolina Department of Transportation. Mr. Perry provided a brief PowerPoint presentation regarding the Weldon Station Project. The North Carolina Department of Transportation, Division Four, submitted the Weldon Station Project in Prioritization 5.0 in the amount of \$8.108 Million that included the renovation of the building, a platform addition, and other ancillary improvements. The project technical score was 20.64 which was not high enough to be selected for funding; therefore, the project would be resubmitted and scored under Prioritization 6.0. The project submission window would be opened in October 2019 and closed in April 2020 at which time projects would be reviewed and scored and the local Rural Planning Organization and Division Four would have an opportunity to apply points towards the project as most of the scoring would be applied in 2020 and the point allocation would be provided in August 2021. Division Four would assign local points and in February 2022 the draft SFY 2023-2032 Strategic Transportation Investments Plan would be released. If the Weldon Station Project did not score high enough, the project would continually be submitted. While the Weldon Station Project was in the developmental stages, the North Carolina Department of Transportation was conducting a study with Amtrak and a consulting firm to update the ridership and revenue numbers to improve the Weldon Station Project score and local funding would also be needed to increase the score.

In addition to the Weldon Station Project, the North Carolina Department of Transportation recently funded a project in the amount of \$67 Million that would reconstruct the bridge over the Roanoke River and add some railroad track. This project right-of-way would begin in 2025 and the construction would be refined and begin in 2028. Mrs. Scott stated that she was optimistic that the Weldon Station Project would be approved and had been working to have funding in place in the amount of \$750,000 as follows: Halifax County Business Horizons, Inc., pledged \$50,000 a year for three years, Halifax County Tourism Development Authority pledged \$50,000 a year for three years, and a funding request would be made to the Town of Weldon. The Commissioners would be requested to provide funding opportunities and guidance had been received from the North Carolina Department of Transportation and other agencies in regards to how to resolve funding gaps.

B. Public Health Services New Clinical Fee

Bruce Robistow, Public Health Services Director, addressed the Board requesting the approval of a new clinical fee to protect against meningococcal disease caused by Serogroup B. in the amount of \$184. The Meningococcal B Vaccine, 90620, was a two-dose schedule.

Commissioner Qualls moved to approve the Public Health Services new clinical fee in the amount of \$184 for the Meningococcal B Vaccine. Commissioner Manning seconded the motion, which passed unanimously by voice vote.

4. Other Business

A. Halifax County and Northampton County Joint Meeting

Chairman Bryant stated that Charles R. Tyner, Sr., Northampton County Chairman, requested that a joint meeting be held with the Board of Commissioners to build camaraderie. It was recommended that any preferred dates and agenda items be forwarded to the County Manager.

B. Draft Hunting Regulations Request

Commissioner Qualls stated that Donald C. Boswell, Edgecombe County Commissioner, requested a copy of the draft hunting regulations, which was provided along with the process the County utilized.

C. Halifax County Centenarian Agnes Gregory Carter Resolution

Commissioner Manning read and requested that the Board adopt a resolution in honor of Halifax County Centenarian Agnes Gregory Carter, which is attached to these minutes as Attachment B.

Commissioner Manning moved to adopt the resolution in honor of Halifax County Centenarian Agnes Gregory Carter. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

5. Closed Session

Commissioner Smith moved that Closed Session be entered pursuant to N. C. G. S. §143-318.11(a) to discuss (6) Personnel Matters. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

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

6. Adjourn until the October 7, 2019 Regular Meeting

Commissioner Brewer moved to adjourn the meeting until the October 7, 2019 Regular Meeting. Commissioner Qualls seconded the motion, which passed unanimously by voice vote.

Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

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

Attachment A



RESOLUTION
Elijah Lee
Child Abuse Awareness Day

WHEREAS, Elijah Lee, a student at KIPP Gaston College Preparatory, is an advocate and voice for children experiencing child abuse by bringing child abuse awareness to light in Halifax County and the surrounding areas; and

WHEREAS, Elijah Lee began organizing an annual Child Abuse Awareness March in 2018 slated for the first Saturday in March at Centennial Park, Roanoke Rapids, North Carolina; and

WHEREAS, all children deserve to have safe, stable, nurturing homes and communities to foster healthy growth and development; and

WHEREAS, trauma during childhood affects a person for the rest of their life and these affects can be mentally, physically, and emotionally harmful; and

WHEREAS, effective child abuse prevention strategies succeed because of partnerships created among citizens, human services agencies, schools, faith communities, healthcare providers, civic organizations, law enforcement agencies, and the business community; and

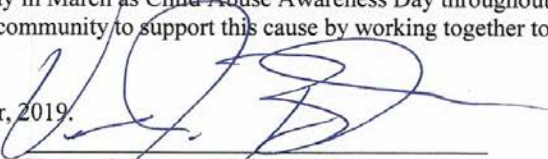
WHEREAS, Elijah Lee believes that when one of us falls, we all fall and when one of us rises, we all rise; and

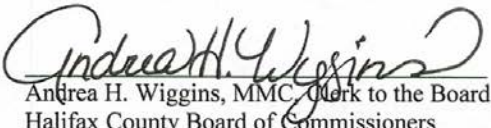
WHEREAS, the Halifax County Board of Commissioners would like to commend Elijah Lee for his inspiration, strong spirit, and for teaching us that we all must take a stand to help protect our children.

NOW, THEREFORE, BE IT RESOLVED, that the Halifax County Board of Commissioners proclaims the first Saturday in March as Child Abuse Awareness Day throughout Halifax County and encourages the entire community to support this cause by working together to prevent child abuse.

Adopted this 16th day of September, 2019.




Vernon J. Bryant, Chairman
Halifax County Board of Commissioners


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

Attachment B



*Resolution
in Honor of Halifax County Centenarian
Agnes Gregory Carter*

Whereas, Agnes Gregory Carter was born on September 2, 1917; and

Whereas, a centenarian is a person who lives to or beyond the age of 100 years; and

Whereas, longevity of life is a blessing for an individual and for a community which benefits from the knowledge, creativity, and experiences of older individuals; and

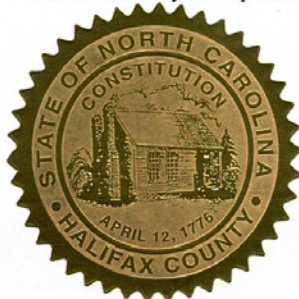
Whereas, senior citizens bring a wealth of experience and knowledge to the increasingly active roles they play in today's society; their past contributions and future participation are a vital part of, and valuable asset to, the fabric of community life and activity; and

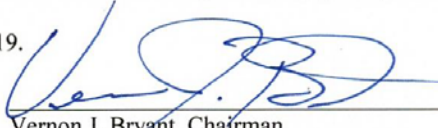
Whereas, Halifax County recognizes the contributions of senior citizens to our community and the important role they serve in our society; and

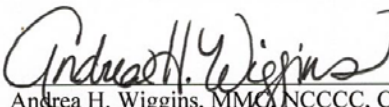
Whereas, Halifax County senior citizens have earned the respect and admiration of all the citizens of the County for their knowledge, wisdom, and community spirit and for how they enrich the lives of those around them through their joyous and sincere love for others and through their quiescent charm and wisdom which comes only from a fullness of years.

Now, Therefore, Be It Resolved, that the Halifax County Board of Commissioners publicly recognizes those who have reached such a remarkable age and who have witnessed and celebrated the innovations, cultural developments, and awesome achievements of this country during the last century, while themselves contributing to the growth and excellence of this great Nation, State, and County and does hereby deem it an honor and a pleasure to extend to centenarians in Halifax County sincere congratulations and best wishes for many more happy and productive years.

This the 16th day of September, 2019.




Vernon J. Bryant, Chairman
Halifax County Board of Commissioners


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

**MINUTES
HALIFAX COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING
OCTOBER 7, 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, October 7, 2019, at 9:30 A. M. in the Historic Courthouse, Halifax, North Carolina.

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

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

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

Conflict of Interest

Commissioner Manning stated that he may have a perceived conflict regarding his reappointment to the Human Relations Commission. There was no conflict of interest noted by any other member of the Board.

1. Consent Agenda

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

A. Approval of Minutes

Andrea H. Wiggins, Clerk to the Board/Assistant to the County Manager, requested that the Board approve the draft minutes of the August 12, 2019 Regular Meeting and August 14, 2019 Special Meeting.

B. Budget Amendments

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

C. Property Tax Refunds and Releases - September 2019

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

2. Special Recognition

A. 2019 NCACC Risk Management Frank Bonner Scholarship Award - Roland Tellier, Fire Marshal

Bob Carruth, NCACC Risk Control Manager, presented the 2019 NCACC Risk Management Frank Bonner Scholarship Award to Roland Tellier, Fire Marshal, along with a check to cover all expenses to attend the PRIMA Institute on October 21, 2019 to October 25, 2019 in San Diego, California. The PRIMA Institute was a premier educational program for both new risk managers and seasoned risk professionals who seek to learn more about emerging trends and best practices.

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

Betty Hamill, 22422 North Carolina Highway 561, Enfield, addressed the Board and expressed concerns regarding livestock roaming at-large and consuming crops on her property.

4. Agenda Items

- A. North Carolina Department of Transportation, Division of Highways, Request for Addition to the State Maintained Secondary Road System Resolutions Regarding Lee's Point Drive and Klausner Lumber Drive

Kristin W. Barnes, District Engineer, North Carolina Department of Transportation, addressed the Board and requested the adoption of resolutions regarding the North Carolina Department of Transportation, Division of Highways, addition of Lee's Point Drive and Klausner Lumber Drive to the State Maintained Secondary Road System, which is attached to these minutes as Attachment B.

Commissioner Brewer moved to adopt the resolutions regarding the North Carolina Department of Transportation, Division of Highways, addition of Lee's Point Drive and Klausner Lumber Drive to the State Maintained Secondary Road System. Commissioner Smith seconded the motion, which passed unanimously by voice vote.

- B. Halifax County Convention and Visitors Bureau Annual Report

Lori R. Medlin, Halifax County Convention and Visitors Bureau President/CEO, addressed the Board and reviewed the 2018-2019 Halifax County Convention and Visitors Bureau Report.

Commissioner Manning moved to accept the 2018-2019 Halifax County Convention and Visitors Bureau Report. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

- C. EMS Billing and Collections Process

Phil L. Ricks, Jr., Emergency Services Director, addressed the Board and provided a brief PowerPoint presentation regarding the EMS billing and collections process. Halifax County had 14 permitted ambulances. Halifax County staff operated six ambulances and one QRV, 24 hours a day, every day, along with one additional ambulance in Enfield that operated from 7:00 P. M. - 7:00 A. M. There was one ambulance at the Halifax Station, Hollister Station, and Scotland Neck Station. The Roanoke Rapids Station had two ambulances. The Enfield Station had one ambulance that operated 24 hours a day and one ambulance that operated 12 hours per day. The Littleton Station had one paramedic. A call volume comparison was reviewed for the past seven years. In 2018, there were 12,752 calls received. An electronic patient care report was entered into EMSCharts for every call an ambulance was dispatched or patient contact. Each call was assigned a run number and was documented on the station run log along with the electronic patient care report. The station run log and the electronic patient care report run numbers were reconciled every day by the field supervisors. The electronic patient care report information was entered into an iPad and a copy of the hospital face sheet was saved into the record by taking a

snapshot. Signatures from the patient, receiving nurse, and crew were obtained on the iPad. A copy of vital signs and electrocardiogram tracings were transmitted to the cloud for download into the electronic patient care report once the crew returned to the station. Notes page was printed at the hospital. Upon returning to the Station, the crew logs into EMSCharts to find the call on the station computer and log into the call to complete the documentation. The electronic patient care report was electronically signed and locked. The data was transmitted to the North Carolina Office of EMS database. Each electronic patient care report was audited by a supervisor for content and completeness. If the electronic patient care report was complete it was then forwarded to the next level. If not, the chart was flagged and the technician had to fix the problem and resubmit to the audit process. The electronic patient care reports that have completed the audit process were then provided to 911 Revenue Management, a division of Southern Credit Adjusters, Inc., for billing.

John Turnage, President of Southern Credit Adjusters, Inc., and Shannon Turner, Billing Manager, Southern Credit Adjusters, Inc., addressed the Board and provided a brief PowerPoint presentation regarding the billing process. After the transport and quality assurance process had been completed by EMS, calls were imported into the billing process. The gathering of insurance information and filing the claims started the day the calls were imported into the billing office. Once all insurances had been processed, the claim for the date of service and the billing cycle for the patient begins within 35 days. The patient was mailed three statements, 30 days apart. If there was no response within 90 days after the insurance process had been completed, the bill was referred to collections. FY 2017-2018 consisted of 8,807 billable calls, net charges \$4,078,928.35, collected \$3,086,203.44, and active patient accounts 6,799. The total write offs were in the amount of \$992,724.91, 2,844 patient accounts written off, 1,203 multiple transports which consisted of 402 individual patients. It was explained that write offs did not mean uncollectible: FY 2014-2015 write off \$1,183,149.91, balance on June 30, 2019 \$940,917.34, and balance in collections \$242,232.57. FY 2015-2016 write off \$1,392,570.29, balance on June 30, 2019 \$1,230,839.34, and balance in collections \$161,730.95. FY 2016-2017 write offs \$1,117,190.86, balance on June 30, 2019 \$1,091,088.85, balance in collections \$26,102.01.

D. 2020 Halifax County Schedule of Values

C. Shane Lynch, Tax Assessor, addressed the Board and provided the Halifax County 2020 Schedule of Values pursuant to N. C. G. S. §105-317 Appraisal of real property; adoption of schedules, standards, and rules. The schedule of values included the current building pricing, land pricing, percent good tables, and commercial income models. The schedule of values also included a present use value schedule that was derived from the 2020 Use-value Manual composed by the North Carolina Department of Revenue. The additions to the schedule of values were as follows: The addition of a solar land code and value. Property improved and used as solar farms would be valued at \$5,000 per acre. The addition of 1 ¾ story height and 2 ¾ story height to the building schedule. The addition of a Condition Rating System used for depreciating buildings instead of the previous Condition, Desirability, and Usefulness System. The new rating system was not as complex and was more user friendly for the appraisal staff. The notable changes consisted of the following: Removal of the sale analysis chapter from the schedule. The building cost schedule had numerous changes including residential base cost,

additions, wood decks, porches, attached and detached garages, storage buildings, boathouses, and piers. Cleared land in the County was previously classified as cultivated or cropland in the previous land code schedules and now have been consolidated to just cleared land. The base values for cleared land changed from \$2,600 per acre to \$3,000 per acre. Woodland changed from \$1,040 per acre to \$1,200 per acre. Mr. Lynch reviewed the timeline for adopting the Halifax County 2020 Schedule of Values.

Commissioner Manning moved to accept the Halifax County 2020 Schedule of Values and approve the proposed timeline. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

E. Weldon City Schools Petition for Election to Increase Maximum School Tax Rate

M. Glynn Rollins, Jr., County Attorney, addressed the Board stating that a petition was received from the Weldon City Schools Board of Education requesting an election to ascertain the will of the voters within their school district as to whether the maximum rate for the supplemental school tax should be increased from 20¢ to 50¢ per \$100 value of real and personal property; which was the maximum rate allowed by law. Pursuant to N. C. G. S. §115C-506, upon receipt of the petition, the County was required to call for the election and the expense of the election must be paid by the school district. He reported that it was too late to have this matter on the November 4, 2019 ballot and that March 3, 2020 was the next available election day. It was requested that the Board adopt a resolution calling for an election regarding whether to increase the maximum supplemental school tax rate in the Weldon City School District, which is attached to these minutes as Attachment C.

Commissioner Qualls moved to adopt the resolution calling for an election regarding whether to increase the maximum supplemental school tax rate in the Weldon City School District. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

F. Resolution Related to Livestock Running At-Large

M. Glynn Rollins, Jr., County Attorney, addressed the Board stating that there was a persistent problem in the County with livestock running at-large, which created a public nuisance, a threat to public safety, and a potential risk to animal welfare. Article 3, Chapter 68 of the North Carolina General Statutes, Livestock Law, sets forth various statutes related to the impoundment, care, disposition, and recovery of costs related to livestock running at-large, including the statutory authority for local governments to impound, care for, dispose of, and recover costs related to livestock running at-large. Because of this statutory authority, the adoption of county ordinances related to livestock running at-large was not necessary. However, to avoid an ad hoc approach to this problem, it was proposed that the County Manager be authorized to develop policies and procedures consistent with the Livestock Law for the impoundment, care, disposition, and recovery of costs related to livestock running at-large. If authorized by the Board, approval of the specific policies and procedures established would not be required. However, future Board approval would be required for the adoption of any fee schedule or budget ordinance amendments necessary to implement the policies and procedures. It was requested that the Board adopt a resolution authorizing the County Manager to develop

policies and procedures for the impoundment of livestock running at-large pursuant to Article 3, Chapter 68 of the North Carolina General Statutes, which is attached to these minutes as Attachment D.

Commissioner Manning moved to adopt a resolution authorizing the County Manager to develop policies and procedures for the impoundment of livestock running at-large pursuant to Article 3, Chapter 68 of the North Carolina General Statutes. Commissioner Qualls seconded the motion, which passed unanimously by voice vote.

5. Board Appointments

Central Communications Advisory Board

Commissioner Manning moved to waive the term limit and reappoint James Michael Hale to serve on the Central Communications Advisory Board, term expiring October 31, 2022. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

Commissioner Manning moved to reappoint Richard Pulley to serve on the Central Communications Advisory Board, term expiring October 31, 2022. Commissioner Smith seconded the motion, which passed unanimously by voice vote.

Halifax-Northampton Regional Airport Authority

Commissioner Qualls moved to appoint Ralph R. Johnson, Jr. to fill the unexpired term of Edward Lee Clements on the Halifax-Northampton Regional Airport Authority, term expiring January 31, 2022. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

Human Relations Commission

It was the consensus of the Board to defer action on the Human Relations Commission until a recommendation was received from the County Manager.

Juvenile Crime Prevention Council

Commissioner Qualls moved to appoint Bobby Martin, Jr., to fill the unexpired term of Chuck Hasty on the Juvenile Crime Prevention Council, term expiring January 31, 2021. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

6. Economic Development Report

Cathy A. Scott, Economic Development Director, addressed the Board and provided a brief PowerPoint presentation regarding the monthly Halifax County Economic Development Commission Activity Report.

7. County Manager's Report

A. Halifax County Transportation Plan for Involuntary Commitments

Tony N. Brown, County Manager, addressed the Board stating that effective October 1, 2019, the N. C. G. S. §122C-251 related to the custody and transportation of persons who were subject to involuntary commitment was modified by Senate Bill 630, 2018 Session Laws. One component of that change was found in subsection (g), which required the governing body of each city or county to adopt a plan for the custody and transportation of those persons. The amended statute required that the transportation plan be submitted to magistrates, county clerks, our Local Management Entity-Managed Care Organization, and Mental Health, Developmental Disabilities and Substance Abuse Services Assistance by January 1, 2019, even though this statute was not effective until October 1, 2019. In addition, the statute required the development of a transportation plan that was agreed to by each of the law enforcement agencies in the County, as well as all governing boards. It was recommended that the Board adopt a Transportation Plan which essentially reiterates the requirements and responsibilities enumerated in the new statute. It was further recommended that staff reach out to other municipalities, governing boards, and law enforcement to develop the transportation plan.

Commissioner Manning moved to adopt the Halifax County Transportation Plan for Involuntary Commitments. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

B. Northampton County Board of Commissioners Joint Meeting

Mr. Brown reported that the Northampton County Board of Commissioners would like to have a joint meeting with the Board and dates had been narrowed down to the evenings of Wednesday, November 6, 2019 and Thursday, November 7, 2019. He further reported that a definite date and location would be determined soon.

C. 2019 Board of Commissioners Retreat Topics

Mr. Brown requested topics for discussion during the 2019 Board of Commissioners Retreat on December 6, 2019. He advised that the current items on the agenda consisted of the FY 20-21 Budget and the revaluation process.

D. Halifax County Intergovernmental Association 2020 Legislative Goals

Mr. Brown provided the Board with a copy of the Halifax County Intergovernmental Association 2019 Legislative Goals. He advised that staff was in the process of updating the current goals and requested that the Board review and recommend any necessary changes.

Commissioner Brewer moved to excuse Commissioner Smith from the meeting. Commissioner Bryant seconded the motion, which passed unanimously by voice vote.

8. County Attorney's Report

M. Glynn Rollins, Jr., County Attorney, had no matters for discussion.

9. Other Business

There was no other business for discussion.

10. Closed Session

Commissioner Manning moved that Closed Session be entered pursuant to N. C. G. S. §143-318.11(a) to discuss (4) Economic Development and (3) Legal Matters. Commissioner Qualls seconded the motion, which passed unanimously by voice vote.

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

11. Adjourn until the October 21, 2019 Regular Meeting

Commissioner Qualls moved to adjourn the meeting until the October 21, 2019 Regular Meeting at 5:30 P. M. in the Historic Courthouse. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

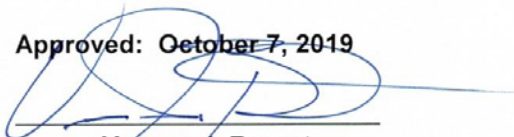
Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

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

Attachment A

Budget Amendments	Fiscal Year 19 - 20	October 7, 2019
1	Historic Courthouse - Transfer funds for FY 20 EMS Postage to Operations	\$ 1,000.00
2	Historic Courthouse - Transfer funds for FY 20 Solid Waste Postage to Operations	250.00
3	Sheriff - Budget additional interest revenue for 2nd year debt payment on patrol cars	81,000.00
4	Cooperative Extension - Farmer's Market - Budget additional revenue	725.00
5	Capital Outlay - Maintenance & Repair to Buildings - Budget insurance claim reimbursement for Enfield Clinic HVAC damage	5,250.00
6	Sheriff - Budget insurance claim reimbursement supplements for 3 not at fault accidents	4,327.34
7	Sheriff - Budget insurance claim reimbursement for not at fault accident	5,357.15
8	Sheriff - Budget insurance claim reimbursement for not at fault accident	4,565.95
9	Sheriff - Budget insurance claim reimbursement for not at fault accident	1,716.72
10	DSS - Budget insurance claim reimbursement for cyber security attack	7,730.50
11	Cooperative Extension - Extension Agent Program - Budget additional revenue	10.00
12	Cooperative Extension - 4H Account - Budget additional revenue from miscellaneous activities	741.00
13	EMS - Transfer funds to Operations FY 20 postage account	1,000.00
14	EMS - Budget insurance claim reimbursement for (1) not at fault accident and (1) at fault accident	14,088.38
15	Public Utilities - Solid Waste - Transfer funds to Operations for FY 20 postage account	250.00
16	Public Utilities - Solid Waste - Budget insurance claim for an at fault accident with circumstances	926.60

Approved: ~~October 7, 2019~~



Vernon J. Bryant
Chairman

Attachment B

**North Carolina Department of Transportation
Division of Highways
Request for Addition to State Maintained Secondary Road System**

North Carolina

County: Halifax

Road Description: Lee's Point Dr. will be an extension of SR-1909 Lee's Point Sub. The previous road is 0.66Mi. and will be taking over the last section of 0.22mi. to Cul de sak

WHEREAS, the attached petition has been filed with the Board of County Commissioners of the County of Halifax requesting that the above described road, the location of which has been indicated in red on the attached map, be added to the Secondary Road System, and

WHEREAS, the Board of County Commissioners is of the opinion that the above described road should be added to the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the System.

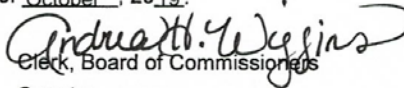
NOW, THEREFORE, be it resolved by the Board of County Commissioners of the County of Halifax that the Division of Highways is hereby requested to review the above described road, and to take over the road for maintenance if it meets established standards and criteria.

CERTIFICATE

The foregoing resolution was duly adopted by the Board of Commissioners of the County of Halifax at a meeting on the 7th day of October, 2019.

WITNESS my hand and official seal this the 7th day of October, 2019.

Official Seal


Clerk, Board of Commissioners

County: Halifax

PLEASE NOTE:

Forward direct with request to the Division Engineer, Division of Highways

Form SR-2 (3/2006)

Attachment B

**North Carolina Department of Transportation
Division of Highways
Request for Addition to State Maintained Secondary Road System**

North Carolina

County: Halifax

Road Description: Klausner Drive is located off US-301 about 1.4 Miles North of NC-481.

Klausner Drive runs in a Northwesternly direction for 1772' (0.34 Mi.) to Dead End.

WHEREAS, the attached petition has been filed with the Board of County Commissioners of the County of Halifax requesting that the above described road, the location of which has been indicated in red on the attached map, be added to the Secondary Road System, and

WHEREAS, the Board of County Commissioners is of the opinion that the above described road should be added to the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the System.


NOW, THEREFORE, be it resolved by the Board of County Commissioners of the County of Halifax that the Division of Highways is hereby requested to review the above described road, and to take over the road for maintenance if it meets established standards and criteria.

CERTIFICATE

The foregoing resolution was duly adopted by the Board of Commissioners of the County of Halifax at a meeting on the 7th day of October, 2019.

WITNESS my hand and official seal this the 7th day of October, 2019.

Official Seal


Clerk, Board of Commissioners
County: Halifax

PLEASE NOTE:

Forward direct with request to the Division Engineer, Division of Highways

RESOLUTION CALLING FOR AN ELECTION REGARDING
WHETHER TO INCREASE THE MAXIMUM SUPPLEMENTAL SCHOOL TAX RATE
IN THE WELDON CITY SCHOOL DISTRICT

WHEREAS, the Halifax County Board of Commissioners has received a petition from the Weldon City Schools Board of Education requesting an election to ascertain the will of the voters within the Weldon City School District as to whether the maximum rate for the supplemental school tax in said District shall be increased to fifty cents (50¢) per one-hundred-dollar (\$100) value of real and personal property, the maximum rate allowed by law, pursuant to G.S. §115C-501(b) and §115C-503; and

WHEREAS, pursuant to G.S. §115C-506 the Board of Commissioners, upon receipt of the petition, is required to call for such election;

IT IS THEREFORE RESOLVED that the Board of Commissioners does hereby call for an election, to be held on March 3, 2020, to determine the will of the voters in the Weldon City School District as to whether the maximum rate for the supplemental school tax in the District should be increased to fifty cents (50¢) per one-hundred-dollar (\$100) value of real and personal property.

A copy of this resolution shall be transmitted forthwith to the Halifax County Board of Elections for further action on its part consistent with Article 36, Chapter 115C of the North Carolina General Statutes.

This the 7th day of October, 2019.


Vernon J. Bryant, Chairman
Halifax County Board of Commissioners
Andrea H. Wiggins
Clerk to the Board

Attachment D

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO DEVELOP POLICIES AND
PROCEDURES FOR THE IMPOUNDMENT OF LIVESTOCK RUNNING AT LARGE PURSUANT TO
ARTICLE 3, CHAPTER 68 OF THE NORTH CAROLINA GENERAL STATUTES

WHEREAS, there is a persistent problem in Halifax County with livestock running at large which creates a public nuisance, a threat to public safety, and a potential risk to animal welfare; and

WHEREAS, Article 3, Chapter 68 of the North Carolina General Statutes (the "Livestock Law") sets forth various statutes related to the impoundment, care, disposition and recovery of costs related to livestock running at large, including the statutory authority for local governments to impound, care for, dispose of, and recover costs related to dealing with livestock running at large; and

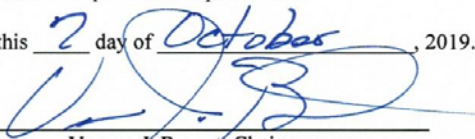
WHEREAS, it is the desire of the Board of Commissioners to have policies and procedures related to the impoundment, care, disposition and recovery of costs related to livestock running at large; and

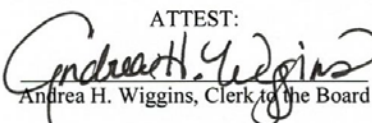
NOW, THEREFORE, IT IS HEREBY RESOLVED that the County Manager is authorized to develop policies and procedures consistent with the Livestock Law for the impoundment, care, disposition and recovery of costs related to livestock running at large. Such policies and procedures may include, but are not limited to:

1. the assignment of responsibility for enforcement of the Livestock Law to one or more departments or agencies of county government;
2. the establishment of contracts or agreements with third parties for the care and boarding of livestock impounded by the county;
3. the establishment of fees (with board approval pursuant to G.S. 153A-102) sufficient to recover the costs of impoundment, care and disposition of livestock running at large, including transportation, boarding, feeding, cost of sale, necessary veterinary care, etc.; and
4. such other policies and procedures deemed appropriate or necessary for the effective enforcement of the Livestock Law.

Although board approval of the policies and procedures established under the authority granted herein shall not be required, board approval shall be required for the adoption of any fees or budget amendments necessary to implement those policies and procedures.

Adopted this 7 day of October, 2019.


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: Doris Hawkins, Halifax County Tax Collector

SUBJECT: Property Tax Refund and Releases - October 2019

DATE: November 4, 2019 Regular Meeting

SUPPORTING INFORMATION:

Delores Stewart;10 Georgetown Dr, Manalapan, NJ 07726

Parcel 0404168: assessed value based on incorrect acreage due to transcription error of recorded document

2014-Halifax County	\$ 84.25
2015-Halifax County	\$ 153.30
2016-Halifax County	\$ 163.80
2017-Halifax County	\$ 163.80
2017-Halifax Co. Schools	\$ 21.00
2018-Halifax County	\$ 161.70
2018-Halifax Co. Schools	\$ 21.00
TOTAL	\$ 768.85

ATTACHMENTS:

Description

No Attachments Available

TOTAL COST:

COUNTY COST:

REQUEST: Approve the October 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.



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Mary W. Duncan, Finance Director

SUBJECT: Budget Amendments

DATE: November 4, 2019 Regular Meeting

SUPPORTING INFORMATION:

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

ATTACHMENTS:

Description

- ▢ BA Coversheet
- ▢ BA for 11-4-19

TOTAL COST:

COUNTY COST:

REQUEST: Approve presented Budget Amendments

1	Cooperative Extension - Farmer's Market - Budget additional revenue	\$ 290.00
2	Cooperative Extension - Rural Life Center - Budget additional revenue from Field Trips	1,235.00
3	HRM - Aging - Veterans - Carry forward FY 18-19 Donations for Veteran Transportation	200.00
4	Sheriff - Budget insurance claim reimbursement for not at fault accident	1,682.50
5	DSS - Crisis - Adjust budget to actual per Funding Authorization #3 effective 10-17-19	26,956.00
6	Cooperative Extension - Extension Agent Program - Budget additional revenue for Master Gardeners	100.76
7	Cooperative Extension - County Extension/County Council Account - Budget additional revenue from Harvest Days activities	260.00
8	Cooperative Extension - 4H Account - Budget additional revenue from miscellaneous activities	207.00
9	EMS - Budget insurance claim reimbursement for a not at fault accident (ambulance was a total loss)	56,607.32
10	Public Utilities - Solid Waste - Budget additional revenue on Collection Fees and Availability Fees	35,000.00

Approved: November 4, 2019

Vernon J. Bryant
Chairman

BUDGET AMENDMENT

Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
110-5949-5321-00 - Telephone	290.00		Cooperative Extension - Farmers Market -
110-4410-4310-74 - Farmers Market Revenue		290.00	Budget additional funds
TOTALS	290.00	290.00	

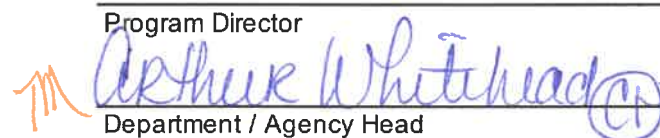
- * To **increase** a **revenue** line item, you credit - to decrease, you debit
- * To **increase** an **expense** line item, you debit - to decrease, you credit

Approval for Performance Compensation

Human Resources Director

Date

revised 9/16/14



Program Director

Date

Department / Agency Head

Date

County Manager or
Deputy County Manager or
County Commissioner Chairman

Date

FIN BA 01

BUDGET AMENDMENT

Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
110-5954-5330-02 - 4H Youth and Day Camp	1,235.00		Cooperative Extension - Rural Life Center -
110-4410-4310-33 - Field Trip Fees		1,235.00	Budget additional funds
TOTALS	1,235.00	1,235.00	

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

Approval for Performance Compensation

Human Resources Director Date

revised 9/16/14

Program Director

Date

 Arthur Whitehead

10/22/19

Department / Agency Head

Date

County Manager or
Deputy County Manager or
County Commissioner Chairman

Date

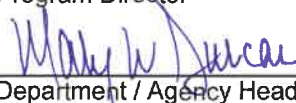
FIN BA 01

BUDGET AMENDMENT

Account Number / Name	Debit	Credit	Explanation
110-6859-5311-00 Travel	200.00		AGING-DONATIONS VETERANS
110-4410-4991-00 Fund Balance		200.00	CARRY FORWARD AVAILABLE BALANCE FROM FY18-19 DONATIONS FOR VETERANS TRANSPORTATION
	200.00	200.00	

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

Approval for Performance Compensation	
Human Resources Director	Date

Program Director	Date
	9-18-19
Department / Agency Head	Date

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

Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
110-9200-5353-00 / Maint & Repair - Auto	1,682.50		Sheriff
110-4410-4839-97 / Insurance Claims Reimb		1,682.50	To budget insurance claims reimbursement for a not at fault accident (deer collision)
TOTALS	1,682.50	1,682.50	

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

Approval for Performance Compensation

Human Resources Director Date

Program Director	Date
<i>W. W. Dancer</i>	<i>10-24-19</i>
Department / Agency Head	Date

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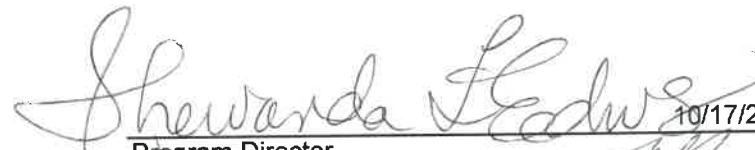
BUDGET AMENDMENT

Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
			DSS
125-4531-4210-26 DSS CRISIS Program		26,956.00	Adjust to actual for client distribution per reallocation FA # 3 effective 10/17/2019
125-6480-5481-00 CRISIS Intervention	26,956.00		
TOTALS	26,956.00	26,956.00	

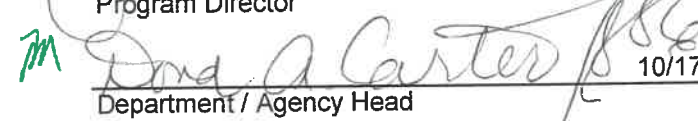
- * To **increase** a **revenue** line item, you credit - to decrease, you debit
- * To **increase** an **expense** line item, you debit - to decrease, you credit

Approval for Performance Compensation

Human Resources Director _____ Date _____


 Shewarda Ledwidge
 Program Director

10/17/2019
 Date


 Donna A. Carter
 Department / Agency Head

10/17/2019
 Date

County Manager or
Deputy County Manager or
County Commissioner Chairman

Date
FIN BA 01


BUDGET AMENDMENT

Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
127-955-5290-29 - OS&M - Master Gardeners	100.76		Cooperative Extension - Extension Agen Programs -
127-4500-4839-03 - Miscellaneous Revenue		100.76	Budget additional funds
TOTALS	100.76	100.76	

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

Approval for Performance Compensation	
Human Resources Director	Date

revised 9/16/14

Program Director	Date
 Arthur Whitehead	10/2/19
Department / Agency Head	Date

County Manager or
Deputy County Manager or
County Commissioner Chairman

Date

FIN BA 01

BUDGET AMENDMENT

Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
128*5956-5398-06 - Harvest Days	260.00		Cooperative Extension - Co Ext Programs/County Council
128-4501-4310-68 - Harvest Days Fees		260.00	Budget additional funds
TOTALS	260.00	260.00	

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

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

Approval for Performance Compensation	
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Human Resources Director	Date

revised 9/16/14

	Date
	Date
Department / Agency Head	

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

Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
129-5957-5290-36 - OS&M - Hrs Lvst Arena	140.00		Cooperative Extension - 4H Acct
129-5957-5398-12 - 4H Misc Activities	67.00		Budget additional funds
129-4502-4490-10 - 4H Misc Activities		67.00	
129-4502-4490-11 - Fees-Don/ Hrs Lvst Arena		140.00	
TOTALS	207.00	207.00	

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

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

Approval for Performance Compensation

Human Resources Director

Date

revised 9/16/14

Program Director

Date

Department / Agency Head

Date

County Manager or

Date

Deputy County Manager or

County Commissioner Chairman

FIN BA 01

BUDGET AMENDMENT

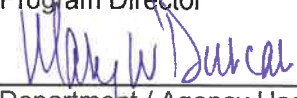
Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
130-9800-5697-04 / Vehicles Purchased-CA	56,607.32		EMS
130-4439-4839-97 / Insurance Claims Reimb		56,607.32	To budget insurance claims reimbursement for a not at fault accident (struck by another vehicle)
TOTALS	56,607.32	56,607.32	

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

Approval for Performance Compensation

Human Resources Director
Date

Program Director
Date


10-24-19

Department / Agency Head
Date

County Manager or
Deputy County Manager or
County Commissioner Chairman
Date

BUDGET AMENDMENT

Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
			HCPU - Solid Waste
666 4740 4100 80 / LATE PAYMENT INTEREST		35,000.00	
666 8402 5693 96 / UNITY DISPOSAL CONT	35,000.00		Add revenue for interest on Collection Fee and Availability Fee
TOTALS	35,000.00	35,000.00	

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

Approval for Performance Compensation

Human Resources Director Date

revised 9/16/14

	
Department / Agency Head	Date
County Manager or Deputy County Manager or County Commissioner Chairman	Date

FIN BA 01



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Halifax County Board of Commissioners

SUBJECT: Retirement Resolution - Katrina Baker

DATE: November 4, 2019 Regular Meeting

SUPPORTING INFORMATION:

Please adopt the retirement resolution and recognize Katrina Baker for her service to the county. Attached is the retirement resolution.

ATTACHMENTS:

Description

▯ Retirement Resolution - Katrina Baker

TOTAL COST:

COUNTY COST:

REQUEST: Adopt the retirement resolution and recognize Katrina Baker for her service to the county.

Resolution

✧ **WHEREAS, KATRINA BAKER**, decided to retire as a Detention - Lieutenant with the Halifax County Sheriff's Office effective June Twenty-Third of the Year Two Thousand and Nineteen; and

✧ **WHEREAS**, she has spent Six years with local government; Katrina 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, November Fourth of the Year Two Thousand and Nineteen, the Halifax County Board of Commissioners did honor Katrina Baker 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:

Mary Anderson-Faison
Deputy Clerk to the Board



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Renee Perry, HRM Director

SUBJECT: Retirement Resolution - Deborah Barrow

DATE: November 4, 2019 Regular Meeting

SUPPORTING INFORMATION:

Please adopt the retirement resolution and recognize Deborah Barrow for her service to the County.

ATTACHMENTS:

Description

- ▢ Retirement Resolution - Deborah Barrow

TOTAL COST:

COUNTY COST:

REQUEST: Adopt the retirement resolution and recognize Deborah Barrow for her service to the County.

Resolution

✧ **WHEREAS, DEBORAH BARROW**, decided to retire as a Public Health Nurse III with the Halifax County Public Health System effective October Thirty-First of the Year Two Thousand and Nineteen; and

✧ **WHEREAS**, she has spent Thirty-One years with local government; Deborah 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, November Fourth of the Year Two Thousand and Nineteen, the Halifax County Board of Commissioners did honor Deborah Barrow 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:

Mary Anderson-Faison
Deputy Clerk to the Board



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Renee Perry, HRM Director

SUBJECT: Retirement Resolution - June R. Wollett

DATE: November 4, 2019 Regular Meeting

SUPPORTING INFORMATION:

Please adopt the retirement resolution and recognize June R. Wollett for his service to the County.

ATTACHMENTS:

Description

- ▢ Retirement Resolution - June R. Wollett

TOTAL COST:

COUNTY COST:

REQUEST: Adopt the retirement resolution and recognize June R. Wollett for his service to the County.

Resolution

✧ **WHEREAS, JUNE R. WOLLETT**, decided to retire as a Paramedic with the Halifax County Emergency Services Department effective September Thirtieth of the Year Two Thousand and Nineteen; and

✧ **WHEREAS**, he has spent Nineteen years with local government; June 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, November Fourth of the Year Two Thousand and Nineteen, the Halifax County Board of Commissioners did honor June R. Wollett 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:

Mary Anderson-Faison
Deputy 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: November 4, 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: C. Shane Lynch, Tax Assessor

PRESENTER: C. Shane Lynch, Tax Assessor

SUBJECT: 2020 Schedule of Values Public Hearing

DATE: November 4, 2019 Regular Meeting

SUPPORTING INFORMATION:

Open Public Hearing for 2020 Schedule of Values

ATTACHMENTS:

Description

No Attachments Available

TOTAL COST:

COUNTY COST:

REQUEST: Close Public Hearing for 2020 Schedule of Values



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Mary W. Duncan, Finance Director

PRESENTER: Jeff McCauley, CFO Greenville Utilities Commission GFOA Representative

SUBJECT: FY 18 GFOA Comprehensive Annual Financial Report Award

DATE: November 4, 2019 Regular Meeting

SUPPORTING INFORMATION:

The Certificate of Achievement for Excellence in Financial Reporting has been awarded to Halifax County by the Government Finance Officers Association of the United States and Canada (GFOA) for their comprehensive annual financial report (CAFR) for fiscal year ending June 30, 2018. This is Halifax County's 19th consecutive year of receiving this prestigious award. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting. The receipt of this award is a significant accomplishment by a government and its management.

ATTACHMENTS:

Description

- ▢ Award Letter
- ▢ Comprehensive Annual Financial Report Award FY 18

TOTAL COST:0

COUNTY COST:0

REQUEST: The Board of Commissioners accept the June 30, 2018 Certificate of Achievement for Excellence in Financial Reporting as presented by the Government Finance Officer's Association.



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

October 2, 2019

Tony N. Brown
County Manager
Halifax County
PO Box 38
Halifax, NC 27839-0038

Dear Mr. Brown:

We are pleased to notify you that your 2018 fiscal year end comprehensive annual financial report (CAFR) qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment. Congratulations for having satisfied the high standards of the program. We hope that your example will encourage others in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

A "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements are enclosed. We want to strongly encourage the recommended improvements be made in the next report, and that the report be submitted to the program within six months of your next fiscal year end. Certificate of Achievement Program policy requires that written responses to the comments and suggestions for improvement accompany the next fiscal year's submission. The written responses should provide details about how each item is addressed within this report. These responses will be provided to those Special Review Committee members participating in the review. If a comment is unclear or there appears to be a discrepancy, please contact the Technical Services Center at (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.

When a Certificate of Achievement for Excellence in Financial Reporting is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. An AFRA is enclosed for the preparer as designated on the application.

Continuing participants will find a brass medallion enclosed with these results. First-time recipients will receive a plaque in about 10 weeks. We hope that appropriate publicity will be given to this notable achievement. A sample news release has been enclosed.

A current holder of a Certificate of Achievement may include a reproduction of the Certificate in its immediately subsequent CAFR. A camera-ready copy of your Certificate is enclosed for that purpose. If you reproduce your Certificate in your next report, please refer to the enclosed instructions. A Certificate of Achievement is valid for a period of one year.

Over the course of the year, we are anticipating some changes to our application process. We will still be asking governments for the same documents we asked for in the past, but we are encouraging electronic submissions to cafrprogram@gfoa.org and expect to be making other changes going forward. We will keep members informed of any changes via email, and application instructions will be updated on our website.

Your continued interest in and support of the Certificate of Achievement Program is most appreciated. If we may be of any further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,

A handwritten signature in black ink, reading "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services Center



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**Halifax County
North Carolina**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

June 30, 2018

Christopher P. Morill

Executive Director/CEO

Certificate of Achievement For Excellence in Financial Reporting

Summary of Grading

Name of Unit: Halifax County
Fiscal Year of Report FY2018

Report # 2,337.00

GFOA Member ID Number 300045860

The Certificate of Achievement Program Special Review Committee (SRC) has completed its review of your comprehensive annual financial report (CAFR). Listed below are the grading categories used and a summary of the SRC's evaluation of your CAFR. The detailed comments and suggestions for reporting improvements on the attached listing are grouped under similar grading categories. Any category which received a grade of "Needs Significant Improvement" indicates an area of particular concern to the SRC and the related comments and suggestions for improvement in this category should be given special attention. An indication is provided on the list by the specific comments(s) or category(ies) that were the cause of receiving this grade. For each item, the notation also states whether it is 1) the basis or part of the basis for the CAFR not receiving the Certificate of Achievement, 2) a serious deficiency which will almost certainly preclude the awarding of the Certificate of Achievement if it is not corrected in your next CAFR, or 3) a deficiency, that if not corrected in future CAFRs, could result in the Certificate of Achievement not being awarded.

Grading Category

Grade

Cover, table of contents, and formatting	Proficient
Introductory section	Proficient
Report of the independent auditor	Proficient
Management's discussion and analysis (MD&A)	Proficient
Basic financial statements (preliminary considerations)	Proficient
Government-wide financial statements	Proficient
Fund financial statements (general considerations)	Proficient
Governmental fund financial statements	Proficient
Proprietary fund financial statements	Proficient
Fiduciary fund financial statements	Proficient
Summary of significant accounting policies (SSAP)	Proficient
Note disclosure (other than the SSAP and pension-related disclosures)	Proficient
Pension-related note disclosures	Proficient
Required supplementary information (RSI)	Proficient
Combining and individual fund information and other supplementary information	Proficient
Statistical section	Proficient
Other considerations	Proficient



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Dr. Michael A. Elam, President/CEO

PRESENTER: Dr. Michael A. Elam, President/CEO

SUBJECT: Halifax Community College - HVAC Issues

DATE: November 4, 2019 Regular Meeting

SUPPORTING INFORMATION:

See attached letter and proposal for the HVAC issues occurring at Halifax Community College.

ATTACHMENTS:

Description

- ▯ Letter from Dr. Elam regarding HVAC Issues - Phillip Taylor Complex

TOTAL COST:

COUNTY COST:

REQUEST: Request that the Board review the options presented in the letter from Dr. Elam dated October 25, 2019, in regards to the HVAC issues occurring in the Phillip Taylor Complex (100 building) at HCC.



October 24, 2019

Mr. Tony Brown
Halifax County Manager
10 North King Street
Halifax, NC 27839

Dear Mr. Brown:

I want to make you aware of a serious issue on the Halifax Community College (HCC) campus which can't be resolved by using the current allocation of capital outlay funds that HCC was provided by the Halifax County Commissioners in this 2019-2020 fiscal year. The issue is that HCC does not have the ability to control its HVAC equipment using the HVAC controls which exist in the Dr. Phillip Taylor Complex (Taylor Complex). Additionally, HCC does not have the ability to manually override the system to provide comfortable rooms for instruction of students to occur.

Envirocon, Inc. is the firm from Wilson, NC that HCC has done business with for a number of years regarding the HVAC controls on campus. They are the only provider that HCC uses at this time in four buildings on campus, and they use proprietary HVAC controls. The proprietary controls in the Taylor Complex have become very aged and no longer are functioning efficiently and effectively. The Direct Digital Control (DDC) system was installed in 1996. The issue is temperature cannot be controlled in half of the rooms in the Taylor Complex. Having no control over the temperature in the complex has led to numerous complaints from students, faculty, staff, administration, and parents regarding the temperature in rooms being too cold or too hot. This issue has also cause difficulty for people to dress appropriately to accommodate the temperature in the classrooms.

HCC has used Connect NC Bond funds to replace the boilers in the Taylor Complex in the spring of 2019. The boilers are functioning correctly. Additionally, there is hot water at the Variable Air Volume (VAV) units in the building currently indicating that the boilers are working correctly.

HCC requested and has received a proposal from Envirocon, Inc. to work to remedy the HVAC issues in the Taylor Complex. The Taylor Complex houses a number of students on campus including early college students who have complained through their principals about the lack of heat already in this early fall season. Until very recently we were able to control the system manually. This is no longer an option.

In order to address this matter, we requested a proposal from Envirocon, Inc. The proposal from Envirocon, Inc. is attached. It shows a total price of \$196,620.00 to replace the environmental controls. HCC does not have the opportunity to look to source this from other vendors as Envirocon, Inc. has installed the system and has proprietary interests.

Envirocon, Inc. reported that this proposal only addresses controls and not any mechanical failure of the VAV units. Therefore, we requested a quote from Heat Transfer Solutions, Inc.

Heat Transfer Solutions, Inc. of Benson, NC has provided a quote to HCC for the complete replacement of the VAV units ranging from \$117,000 for replacement of 15 VAV units to \$390,000 for replacement of all 50 VAV units. The Taylor Complex uses VAV units to control air flow in the building. Fifty VAV units are used in the Taylor Complex. From the assessment completed by Envirocon, Inc., it was determined that 15 were not working. The replacement cost per unit is \$7,800 per unit. The following chart is provided to show the total costs associated with three options showing the replacement of controls and replacement of the VAV units. I am requesting the total amount of one of the three options listed below.

Option #1	
Replace controls	\$196,620
Replace all 50 VAV units @ \$7,800 per unit	\$390,000
Total	\$586,620

Option #2	
Replace controls	\$196,620
Replace one-half 25 VAV units @ \$7,800 per unit	\$195,000
Total	\$391,620

Option #3	
Replace controls	\$196,620
Replace non-functioning 15 VAV units @ \$7,800 per unit	\$117,000
Total	\$313,620

The estimated amounts shown do not include repair or replacement of the old air handlers, the old dampers repair or replacement, and does not include replacing the old chiller that supports the Taylor Complex.

I appreciate the opportunity to bring this matter to your attention to help resolve the issue of having an environment that is more conducive for learning. I look forward to being able to present this information to you in person at the November 4, 2019 Halifax County Commissioners' meeting.

Sincerely,



Michael A. Elam, Ed.D.

Attachments



4343 ST. MARY'S CHURCH ROAD
P.O. BOX 7349
WILSON, N.C. 27895-7349

PHONE (252) 291-4618
PHONE (919) 876-3470
FAX (252) 291-6224

October 24, 2019

Halifax Community College
100 College Drive
Weldon, NC 27890

Attn: Mr. Jeremy Webb

Re: Proposal for DDC Controls Replacement Building 100

Envirocon, Inc. is pleased to submit for your consideration our proposal for replacement of the DDC control system in Building 100.

Building 100

Building 100 has an existing American Auto-matrix DDC system installed in 1996. The existing system communicates via the American Auto-matrix PUP protocol. The controller models utilized have been discontinued. The building controller was installed in 2016 and is a Tridium Niagara AX model J-700. The system is comprised of controls for (5) single duct VAV terminal units with hot water heat, (3) single duct VAV terminals with no heat, (50) fan powered VAV terminals with hot water heat, (4) VAV air handling units with chilled water cooling coil, (1) chilled water system with (1) chiller and (1) pump, and (1) hot water heating system with (2) boilers and (4) pumps.

The following is included in this proposal:

1. Replace all existing VAV terminal controllers with new BACnet VAV advanced application controllers (B-AAC) with integral actuators.
2. Replace all existing VAV air handling controllers with new BACnet advanced application controllers (B-AAC).
3. Replace the existing chilled water system controller with a new BACnet advanced application controller (B-AAC).
4. Replace the existing hot water heating system controller with a new BACnet advanced application controller (B-AAC).
5. Replace all air handling unit supply fan variable frequency drives. New variable frequency drives shall be ABB model ACH550 with integral bypass and disconnect.
6. Replace all air handling unit chilled control valves and actuators, damper actuators, temperature sensors, carbon dioxide sensors, relays, and current switches.
7. Replace all VAV terminal space temperature sensors. Sensors shall not have user setpoint adjust and override button.
8. Replace all VAV terminal hot water control valves and actuators.

9. Existing control wiring and conduit shall remain and be reused to the extent possible. Replace or repair any damaged control wiring.
10. Existing control enclosures/panels and power supplies shall be reused. Replace or repair any power supplies found to be defective.
11. Provide duct temperature sensors and associated wiring at the discharge of all VAV terminals.
12. Provide current switches and associated wiring at supply fans of all fan powered VAV terminals.
13. Provide integration of the new Learning Resource Center rooftop HVAC unit.
14. Update graphics of all Building 100 HVAC systems and floor plans.
15. Provide control system design, drawings, programming, startup, and commissioning.
16. Provide (16) hours of owner training.
17. Provide (1) year parts and labor warranty.

The following is not included in this proposal:

1. VAV terminal repair or replacement.
2. Air handling unit repair or replacement.
3. Damper repair or replacement.
4. Labor cost for night and weekend work.
5. New building controller. The Tridium Niagara AX model J-700 shall remain.

Total Price \$196,620.00

Respectfully Submitted,
ENVIROCON, INC.

Sammy Sandow

Sammy Sandow
Sales Engineer



David Forester <dforester483@halifaxcc.edu>

Fwd: Building 100 VAV Boxes

Jeremy Webb <jwebb400@halifaxcc.edu>

To: David Forester <dforester483@halifaxcc.edu>

Thu, Oct 24, 2019 at 2:04 PM

Jeremy Webb
Facilities Director
Halifax Community College
100 College Dr
Weldon, NC 27890
Phone: 252-536-7250
Email: jwebb400@halifaxcc.edu

----- Forwarded message -----

From: Justin Mather <jmather@htsnc.com>
Date: Thu, Oct 24, 2019 at 2:00 PM
Subject: Building 100 VAV Boxes
To: Jeremy Webb <jwebb400@halifaxcc.edu>

Jeremy-

The budget price for (50) 600 cfm VAVs with hot water coil reheat is approximately \$7800 per unit. This includes 1" foiled insulation, disconnect and transformer for controls, 2" filter rack with filter and up to 3 row hot water coil. Please note that this price is a budget price only.

Justin Mather
Service Account Manager
Heat Transfer Solutions
919-410-4163



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: C. Shane Lynch, Tax Assessor

PRESENTER: C. Shane Lynch, Tax Assessor

SUBJECT: State Employees' Credit Union Late AV-10 Brownsfield Application

DATE: November 4, 2019 Regular Meeting

SUPPORTING INFORMATION:

Per North Carolina General Statute 105-277.13 - Qualifying improvements on brownfields properties are designated a special class of property under Article V, Sec. 2(2) of the North Carolina Constitution and shall be appraised, assessed, and taxed in accordance with this section. An owner of land is entitled to the partial exclusion provided by this section for the first five taxable years beginning after completion of qualifying improvements made after the later of July 1, 2000, or the date of the brownfields agreement. After property has qualified for the exclusion provided by this section, the assessor for the county in which the property is located shall annually appraise the improvements made to the property during the period of time that the owner is entitled to the exclusion.

The State Employees' Credit Union has made a late application for this partial exclusion for parcel 09-20684 for the 2019 tax year. The attached letter dated October 17, 2019 outlines their reasons for making a late application. The Tax Assessor will elaborate more if needed. A timely application would have been due by the end of January 2019, but there was some miscommunication between the SECU and the Tax Department.

After consulting with the North Carolina Department and the Halifax County Attorney, the Tax Assessor has determined the application would have been approved if submitted timely.

Attached you will find a letter from the SECU's Chief Administrative Officer asking the Board of Commissioners to accept the late application. Also attached is N.C.G.S. 105-277.13 "Taxation of improvements to brownfields" and N.C.G.S. 105-282(a1) which addresses the late application issue.

For the board's information, if the application is accepted and approved, the partial exclusion will be applied as Year 2 of the table outlined in the exclusion statute.

ATTACHMENTS:

Description

- ▢ SECU letter and applicable statutes

TOTAL COST:

COUNTY COST:

REQUEST: The Board of Commissioners' approval for a late application to be submitted for the 2019 tax year is the only recourse the State Employees' Credit Union has to obtain this property tax relief for the 2019 tax year. If received on time, the application would have been approved. If approved, the taxpayer is aware that this application is only good for 2019 and that they will have to submit a timely application for 2020.

State Employees' Credit Union

Administrative Offices

October 17, 2019

Halifax County Board of Commissioners
10 N. King Street
Halifax, NC 27839

RE: SECU Brownfields Tax Exclusion

Dear Board of Commissioners:

We are writing this letter to formally request your approval to accept our late application for the CY 2019 tax exclusion related to our Brownfield's property located at 400 E. 10th Street in Roanoke Rapids. We followed up in January 2019 to see what was required for submission and were told by the tax department that no further documentation was required. In September, we asked for an updated tax bill and were told that there was a misunderstanding in the January communication and that we did need to send in additional paperwork which includes this letter to the Halifax County Board of Commissioners.

Some of the reasons we purchased the property in Roanoke Rapids included the opportunity to bring new life to this previously contaminated site and the knowledge there would be some financial recovery to our investment through the North Carolina Brownfields program. We are extremely happy that our very first prototype branch was completed in Halifax County and feel that the branch is serving the Halifax County SECU members very well.

Thank you very much for your time and consideration to our request. If further information is required. Please let me know.

Sincerely,



Jamie Applequist
Chief Administrative Officer

JA/rw

APPLICATION for TAX YEAR 2019

Property Tax Exemption or Exclusion

COUNTY: Halifax

MUNICIPALITY: Roanoke Rapids

Full Name of Owner(s): State Employees' Credit Union

Trade Name of Business: _____

Mailing Address of Owner: PO Box 26807, Raleigh, NC 27611-6807

Phone Numbers: Home: N/A

Work: 919-839-5084

Cell: N/A

List the Property Identification Numbers and addresses/locations for the properties included in this application (attach list if needed):

Property ID #: 0920684 Address/Location: 400 E. 10th Street, Roanoke Rapids, NC 27870

Property ID #: _____ Address/Location: _____

Property ID #: _____ Address/Location: _____

Non-Deferment Exemptions and Exclusions—Check or write in the exemption or exclusion for which this application is made.

These exemptions or exclusions do not result in the creation of deferred taxes. However, taxes for prior years of exemption or exclusion may be recoverable if it is later determined that the property did not actually qualify for exemption or exclusion for those prior years.

- | | | | |
|---|--|--|-------------------------------------|
| <input type="checkbox"/> G.S. 105-275(8) | Pollution abatement/recycling | <input type="checkbox"/> G.S. 105-278.5 | Religious educational assemblies |
| <input type="checkbox"/> G.S. 105-275(17) | Veterans organizations | <input type="checkbox"/> G.S. 105-278.6 | Home for the aged, sick, or infirm |
| <input type="checkbox"/> G.S. 105-275(18),(19) | Lodges, fraternal & civic purposes | <input type="checkbox"/> G.S. 105-278.6 | Low- or moderate-income housing |
| <input type="checkbox"/> G.S. 105-275(20) | Goodwill Industries | <input type="checkbox"/> G.S. 105-278.6 | YMCA, SPCA, VFD, orphanage |
| <input type="checkbox"/> G.S. 105-275(45) | Solar energy electric system | <input type="checkbox"/> G.S. 105-278.6A | CCRC-Attach Form AV-11 |
| <input type="checkbox"/> G.S. 105-275(46) | Charter school property | <input type="checkbox"/> G.S. 105-278.7 | Other charitable, educational, etc. |
| <input checked="" type="checkbox"/> G.S. 105-277.13 | Brownfields-Attach brownfields agreement | <input type="checkbox"/> G.S. 105-278.8 | Charitable hospital purposes |
| <input type="checkbox"/> G.S. 105-278.3 | Religious purposes | <input type="checkbox"/> G.S. 131A-21 | Medical Care Commission bonds |
| <input type="checkbox"/> G.S. 105-278.4 | Educational purposes (institutional) | <input type="checkbox"/> Other: | _____ |

Tax Deferment Programs—Check the tax deferment program for which this application is made. ***These programs will result in the creation of deferred taxes that will become immediately due and payable with interest when the property loses eligibility. The number of years for which deferred taxes will become due and payable varies by program. Read the applicable statute carefully.***

- | | |
|--|---|
| <input type="checkbox"/> G.S. 105-275(12) | Nonprofit corporation or association organized to receive and administer lands for conservation purposes |
| <input type="checkbox"/> G.S. 105-275(29a) | Historic district property held as a future site of a historic structure |
| <input type="checkbox"/> G.S. 105-277.14 | Working waterfront property |
| <input type="checkbox"/> G.S. 105-277.15A | Site Infrastructure land |
| <input type="checkbox"/> G.S. 105-278 | Historic property-Attach copy of the local ordinance designating property as historic property or landmark. |
| <input type="checkbox"/> G.S. 105-278.6(e) | Nonprofit property held as a future site of low- or moderate-income housing |

Describe the property: An 8,500 sq.ft. building located on 4.446 acres with a four lane drive-thru and parking lots in the front and rear of the building.

Describe how you are using the property. If another organization is using the property, give their name, how they are using the property, and any income you receive from their use: This property is a branch of State Employees' Credit Union and is used to provide Member services.

AFFIRMATION: I, the undersigned, declare under penalties of law that this application and any attachments are true and correct to the best of my knowledge and belief. I have read the applicable exemption or exclusion statute. I fully understand that an ineligible transfer of the property or failure to meet the qualifications will result in the loss of eligibility. If applying for a tax deferment program, I fully understand that loss of eligibility will result in removal from the program and the immediate billing of deferred taxes.

Signature(s) of Owner(s): [Signature]

Title: Chief Administrative Officer

Date: 10-4-19

(All tenants of a tenancy

Title: _____

Date: _____

in common must sign.)

Title: _____

Date: _____

The Tax Assessor may contact you for additional information after reviewing this application.

OFFICE USE ONLY: ☐ APPROVED ☐ DENIED BY: _____

REASON FOR DENIAL: _____

§ 105-277.13. Taxation of improvements on brownfields.

(a) Qualifying improvements on brownfields properties are designated a special class of property under Article V, Sec. 2(2) of the North Carolina Constitution and shall be appraised, assessed, and taxed in accordance with this section. An owner of land is entitled to the partial exclusion provided by this section for the first five taxable years beginning after completion of qualifying improvements made after the later of July 1, 2000, or the date of the brownfields agreement. After property has qualified for the exclusion provided by this section, the assessor for the county in which the property is located shall annually appraise the improvements made to the property during the period of time that the owner is entitled to the exclusion.

(b) For the purposes of this section, the terms "qualifying improvements on brownfields properties" and "qualifying improvements" mean improvements made to real property that is subject to a brownfields agreement entered into by the Department of Environmental Quality and the owner pursuant to G.S. 130A-310.32.

(c) The following table establishes the percentage of the appraised value of the qualified improvements that is excluded based on the taxable year:

<u>Year</u>	<u>Percent of Appraised Value Excluded</u>
Year 1	90%
Year 2	75%
Year 3	50%
Year 4	30%
Year 5	10%.

(2000-158, s. 1; 2015-241, s. 14.30(u).)

§ 105-282.1. Applications for property tax exemption or exclusion; annual review of property exempted or excluded from property tax.

(a) **Application.** – Every owner of property claiming exemption or exclusion from property taxes under the provisions of this Subchapter has the burden of establishing that the property is entitled to it. If the property for which the exemption or exclusion is claimed is appraised by the Department of Revenue, the application shall be filed with the Department. Otherwise, the application shall be filed with the assessor of the county in which the property is situated. An application must contain a complete and accurate statement of the facts that entitle the property to the exemption or exclusion and must indicate the municipality, if any, in which the property is located. Each application filed with the Department of Revenue or an assessor shall be submitted on a form approved by the Department. Application forms shall be made available by the assessor and the Department, as appropriate.

Except as provided below, an owner claiming an exemption or exclusion from property taxes must file an application for the exemption or exclusion annually during the listing period.

- (1) **No application required.** – Owners of the following exempt or excluded property do not need to file an application for the exemption or exclusion to be entitled to receive it:
 - a. Property exempt from taxation under G.S. 105-278.1 or G.S. 105-278.2.
 - b. Special classes of property excluded from taxation under G.S. 105-275(15), (16), (26), (31), (32a), (33), (34), (37), (40), (42), or (44).
 - c. Property classified for taxation at a reduced valuation under G.S. 105-277(g) or G.S. 105-277.9.
- (2) **Single application required.** – An owner of one or more of the following properties eligible for a property tax benefit must file an application for the benefit to receive it. Once the application has been approved, the owner does not need to file an application in subsequent years unless new or additional property is acquired or improvements are added or removed, necessitating a change in the valuation of the property, or there is a change in the use of the property or the qualifications or eligibility of the taxpayer necessitating a review of the benefit.
 - a. Property exempted from taxation under G.S. 105-278.3, 105-278.4, 105-278.5, 105-278.6, 105-278.7, or 105-278.8.
 - b. Special classes of property excluded from taxation under G.S. 105-275(3), (7), (8), (12), (17), (18), (19), (20), (21), (31e), (35), (36), (38), (39), (41), or (45) or under G.S. 131A-21.
 - c. Special classes of property classified for taxation at a reduced valuation under G.S. 105-277(h), 105-277.1, 105-277.1C, 105-277.10, 105-277.13, 105-277.14, 105-277.15, 105-277.17, or 105-278.
 - d. Property owned by a nonprofit homeowners' association but where the value of the property is included in the appraisals of property owned by members of the association under G.S. 105-277.8.
 - e. Repealed by Session Laws 2008-35, s. 1.2, effective for taxes imposed for taxable years beginning on or after July 1, 2008.

(a1) **Late Application.** – Upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the close of the listing period may be approved by the Department of Revenue, the board of equalization and

review, the board of county commissioners, or the governing body of a municipality, as appropriate. An untimely application for exemption or exclusion approved under this subsection applies only to property taxes levied by the county or municipality in the calendar year in which the untimely application is filed.

(b) **Approval and Appeal Process.** – The Department of Revenue or the assessor to whom an application for exemption or exclusion is submitted must review the application and either approve or deny the application. Approved applications shall be filed and made available to all taxing units in which the exempted or excluded property is situated. If the Department denies an application for exemption or exclusion, it shall notify the taxpayer, who may appeal the denial to the Property Tax Commission.

If an assessor denies an application for exemption or exclusion, the assessor must notify the owner of the decision and the owner may appeal the decision to the board of equalization and review or the board of county commissioners, as appropriate, and from the county board to the Property Tax Commission. If the notice of denial covers property located within a municipality, the assessor shall send a copy of the notice and a copy of the application to the governing body of the municipality. The municipal governing body shall then advise the owner whether it will adopt the decision of the county board or require the owner to file a separate appeal with the municipal governing body. In the event the owner is required to appeal to the municipal governing body and that body renders an adverse decision, the owner may appeal to the Property Tax Commission. Nothing in this subsection shall prevent the governing body of a municipality from denying an application which has been approved by the assessor or by the county board provided the owner's rights to notice and hearing are not abridged. Applications handled separately by a municipality shall be filed in the office of the person designated by the governing body, or in the absence of such designation, in the office of the chief fiscal officer of the municipality.

(c) **Discovery of Property.** – When an owner of property that may be eligible for exemption or exclusion neither lists the property nor files an application for exemption or exclusion, the assessor or the Department of Revenue, as appropriate, shall proceed to discover the property. If, upon appeal, the owner demonstrates that the property meets the conditions for exemption or exclusion, the body hearing the appeal may approve the exemption or exclusion. Discovery of the property by the Department or the county shall automatically constitute a discovery by any taxing unit in which the property has a taxable situs.

(d) **Roster of Exempted and Excluded Property.** – The assessor shall prepare and maintain a roster of all property in the county that is granted tax relief through classification or exemption. On or before November 1 of each year, the assessor must send a report to the Department of Revenue summarizing the information contained in the roster. The report must be in the format required by the Department. The assessor must also send the Department a copy of the roster upon the request of the Department. As to affected real and personal property, the roster shall set forth:

- (1) The name of the owner of the property.
- (2) A brief description of the property.
- (3) A statement of the use to which the property is put.
- (4) A statement of the value of the property.
- (5) The total value of exempt property in the county and in each municipality therein.

(e) **Annual Review of Exempted or Excluded Property.** – Pursuant to G.S. 105-296(l), the assessor must annually review at least one-eighth of the parcels in the county exempted or excluded from taxation to verify that the parcels qualify for the exemption or exclusion. (1973, c. 695, s. 8; c. 1252; 1981, c. 54, ss. 2, 3; c. 86, s. 2; c. 915; 1985 (Reg. Sess., 1986), c. 982, s.

22; 1987, c. 45, s. 1; c. 295, ss. 5, 6; c. 680, ss. 1-3; c. 813, s. 13; 1989, c. 674, s. 2; c. 723, s. 2; 1991, c. 34, s. 1; 1991 (Reg. Sess., 1992), c. 975, s. 3; 1993, c. 459, s. 3; 1995, c. 41, s. 7; 1995 (Reg. Sess., 1996), c. 646, s. 16; 1997-23, s. 4; 2000-140, s. 72(b); 2001-139, s. 1; 2007-484, s. 43.7T(b); 2007-497, s. 2.4; 2008-35, s. 1.3; 2008-107, s. 28.11(g); 2008-171, ss. 3, 7(c); 2009-445, s. 23(a), (c)-(e); 2009-481, s. 3.)



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: C. Shane Lynch, Tax Assessor

PRESENTER: C. Shane Lynch, Tax Assessor

SUBJECT: Bunn, June W. Late Elderly Exclusion Application

DATE: November 4, 2019 Regular Meeting

SUPPORTING INFORMATION:

North Carolina excludes from property taxes a portion of the appraised value of a permanent residence owned and occupied by North Carolina residents who are at least 65 years of age or are totally and permanently disabled and whose income does not exceed \$30,200. Applications for the Elderly or Disabled Exclusion are due June 1 of the tax year.

Mrs. Bunn's application for exemption was received by the Tax Department on October 8, 2019. Along with the application a letter requesting consideration for late approval was submitted via email (see attached letter). The letter states that Mrs. Bunn was unaware of the program and her daughter learned about the exclusion after calling and speaking with the Tax Assessor.

The Tax Department has reviewed the application and it would have been approved had it been received before the deadline.

See the attached letter from Mrs. Buehler (Mrs. Bunn's daughter) for further details. Also attached is NCGS 105-277.1(c) noting the application deadline of June 1st and NCGS 105-282.1(a1) which addresses the late application issue.

ATTACHMENTS:

Description

- ▢ Mrs. Bunn's letter and applicable statutes

TOTAL COST:

COUNTY COST:

REQUEST: The Board of Commissioners' approval for a late application to be submitted for the 2019 tax year is the only recourse Mrs. Bunn has to obtain this property tax relief for the 2019 tax year. If received on time, the application would have been approved. If approved, Mrs. Bunn (and daughter Mrs. Buehler) are aware that this application is only good for 2019 and that they will have to submit a timely application for 2020.

Property Tax Relief

Linda Buehler <lbuehler@ec.rr.com>

Tue 10/8/2019 1:54 PM

To: C. Shane Lynch <lynchc@halifaxnc.com>

Dear Halifax County Board of Commissioners,

I am writing this letter today on behalf of my Mother, June Bunn (Age 71) requesting that you please accept this late AV-Application for Property Tax Relief. Simply stated, the reason the application is late is because I was not aware that such a program existed until recently. For the past five years, I have taken on the financial burden of paying my Mother's property tax due to her being on a fixed income. On 09/23/19, I called the Halifax County Tax Office to inquire about property value assessments and was transferred to Shane Lynch, Halifax County Tax Assessor, who kindly answered my questions and made me aware of the Property Tax Relief Programs in Halifax County. He immediately emailed me the AV-9 Application for Property Relief, recommended I write this letter explaining the reason for the late application and stated he would be happy to present the application before the Board on behalf of my Mother.

My Mother can not afford these property taxes of \$2,586.70 as she lives on a fixed income and also helps take care of my disabled sister who suffers with rheumatoid arthritis, lupus and Raynaud's disease. Additionally, I am no longer in a position to pay these property taxes as I am unemployed at the present time.

I have enclosed my Mother's 2018 Federal Tax Return for review. As you can see, she receives Social Security Benefits of [REDACTED] year and an IRA Distribution of [REDACTED] year for a gross total of [REDACTED] year. Obviously, her net income is much less for a total of [REDACTED] year.

I apologize for the late AV-Application for Property Tax Relief. I am grateful that these programs exist for Halifax County residents and I am hopeful that you will find in your heart to approve this application for tax relief for my mother, June Bunn.

Thank you for your consideration.

Kind Regards,

Linda Buehler

§ 105-277.1. Elderly or disabled property tax homestead exclusion.

(a) Exclusion. – A permanent residence owned and occupied by a qualifying owner is designated a special class of property under Article V, Sec. 2(2) of the North Carolina Constitution and is taxable in accordance with this section. The amount of the appraised value of the residence equal to the exclusion amount is excluded from taxation. The exclusion amount is the greater of twenty five thousand dollars (\$25,000) or fifty percent (50%) of the appraised value of the residence. An owner who receives an exclusion under this section may not receive other property tax relief.

A qualifying owner is an owner who meets all of the following requirements as of January 1 preceding the taxable year for which the benefit is claimed:

- (1) Is at least 65 years of age or totally and permanently disabled.
- (2) Has an income for the preceding calendar year of not more than the income eligibility limit.
- (3) Is a North Carolina resident.

(a1) Temporary Absence. – An otherwise qualifying owner does not lose the benefit of this exclusion because of a temporary absence from his or her permanent residence for reasons of health, or because of an extended absence while confined to a rest home or nursing home, so long as the residence is unoccupied or occupied by the owner's spouse or other dependent.

(a2) Income Eligibility Limit. – For the taxable year beginning on July 1, 2008, the income eligibility limit is twenty-five thousand dollars (\$25,000). For taxable years beginning on or after July 1, 2009, the income eligibility limit is the amount for the preceding year, adjusted by the same percentage of this amount as the percentage of any cost-of-living adjustment made to the benefits under Titles II and XVI of the Social Security Act for the preceding calendar year, rounded to the nearest one hundred dollars (\$100.00). On or before July 1 of each year, the Department of Revenue must determine the income eligibility amount to be in effect for the taxable year beginning the following July 1 and must notify the assessor of each county of the amount to be in effect for that taxable year.

(b) Definitions. – The following definitions apply in this section:

- (1) Code. – The Internal Revenue Code, as defined in G.S. 105-228.90.
- (1a) Income. – All moneys received from every source other than gifts or inheritances received from a spouse, lineal ancestor, or lineal descendant. For married applicants residing with their spouses, the income of both spouses must be included, whether or not the property is in both names.
- (1b) Owner. – A person who holds legal or equitable title, whether individually, as a tenant by the entirety, a joint tenant, or a tenant in common, or as the holder of a life estate or an estate for the life of another. A manufactured home jointly owned by husband and wife is considered property held by the entirety.
- (2) Repealed by Session Laws 1993, c. 360, s. 1.
- (2a) Repealed by Session Laws 1985 (Reg. Sess., 1986), c. 982, s. 20.
- (3) Permanent residence. – A person's legal residence. It includes the dwelling, the dwelling site, not to exceed one acre, and related improvements. The dwelling may be a single family residence, a unit in a multi-family residential complex, or a manufactured home.
- (3a) Property tax relief. – The property tax homestead exclusion provided in this section, the property tax homestead circuit breaker provided in G.S. 105-277.1B, or the disabled veteran property tax homestead exclusion provided in G.S. 105-277.1C.

- (4) **Totally and permanently disabled.** – A person is totally and permanently disabled if the person has a physical or mental impairment that substantially precludes him or her from obtaining gainful employment and appears reasonably certain to continue without substantial improvement throughout his or her life.

(c) **Application.** – An application for the exclusion provided by this section should be filed during the regular listing period, but may be filed and must be accepted at any time up to and through **June 1** preceding the tax year for which the exclusion is claimed. When property is owned by two or more persons other than husband and wife and one or more of them qualifies for this exclusion, each owner must apply separately for his or her proportionate share of the exclusion.

- (1) **Elderly Applicants.** – Persons 65 years of age or older may apply for this exclusion by entering the appropriate information on a form made available by the assessor under G.S. 105-282.1.
- (2) **Disabled Applicants.** – Persons who are totally and permanently disabled may apply for this exclusion by (i) entering the appropriate information on a form made available by the assessor under G.S. 105-282.1 and (ii) furnishing acceptable proof of their disability. The proof must be in the form of a certificate from a physician licensed to practice medicine in North Carolina or from a governmental agency authorized to determine qualification for disability benefits. After a disabled applicant has qualified for this classification, the applicant is not required to furnish an additional certificate unless the applicant's disability is reduced to the extent that the applicant could no longer be certified for the taxation at reduced valuation.

(d) **Ownership by Spouses.** – A permanent residence owned and occupied by husband and wife is entitled to the full benefit of this exclusion notwithstanding that only one of them meets the age or disability requirements of this section.

(e) **Other Multiple Owners.** – This subsection applies to co-owners who are not husband and wife. Each co-owner of a permanent residence must apply separately for the exclusion allowed under this section.

When one or more co-owners of a permanent residence qualify for the exclusion allowed under this section and none of the co-owners qualifies for the exclusion allowed under G.S. 105-277.1C, each co-owner is entitled to the full amount of the exclusion allowed under this section. The exclusion allowed to one co-owner may not exceed the co-owner's proportionate share of the valuation of the property, and the amount of the exclusion allowed to all the co-owners may not exceed the exclusion allowed under this section.

When one or more co-owners of a permanent residence qualify for the exclusion allowed under this section and one or more of the co-owners qualify for the exclusion allowed under G.S. 105-277.1C, each co-owner who qualifies for the exclusion under this section is entitled to the full amount of the exclusion. The exclusion allowed to one co-owner may not exceed the co-owner's proportionate share of the valuation of the property, and the amount of the exclusion allowed to all the co-owners may not exceed the greater of the exclusion allowed under this section and the exclusion allowed under G.S. 105-277.1C. (1971, c. 932, s. 1; 1973, c. 448, s. 1; 1975, c. 881, s. 2; 1977, c. 666, s. 1; 1979, c. 356, s. 1; c. 846, s. 1; 1981, c. 54, s. 1; c. 1052, s. 1; 1985, c. 656, ss. 44, 45; 1985 (Reg. Sess., 1986), c. 982, ss. 19, 20; 1987, c. 45, s. 1; 1993, c. 360, s. 1; 1996, 2nd Ex. Sess., c. 18, s. 15.1(a); 2001-308, s. 1; 2007-484, s. 43.7T(a), (b); 2007-497, ss. 1.1, 2.1, 2.2; 2008-35, s. 3; 2008-107, s. 28.11(c)-(f), (i); 2009-445, s. 22(a).)

§ 105-282.1. Applications for property tax exemption or exclusion; annual review of property exempted or excluded from property tax.

(a) **Application.** – Every owner of property claiming exemption or exclusion from property taxes under the provisions of this Subchapter has the burden of establishing that the property is entitled to it. If the property for which the exemption or exclusion is claimed is appraised by the Department of Revenue, the application shall be filed with the Department. Otherwise, the application shall be filed with the assessor of the county in which the property is situated. An application must contain a complete and accurate statement of the facts that entitle the property to the exemption or exclusion and must indicate the municipality, if any, in which the property is located. Each application filed with the Department of Revenue or an assessor shall be submitted on a form approved by the Department. Application forms shall be made available by the assessor and the Department, as appropriate.

Except as provided below, an owner claiming an exemption or exclusion from property taxes must file an application for the exemption or exclusion annually during the listing period.

- (1) **No application required.** – Owners of the following exempt or excluded property do not need to file an application for the exemption or exclusion to be entitled to receive it:
 - a. Property exempt from taxation under G.S. 105-278.1 or G.S. 105-278.2.
 - b. Special classes of property excluded from taxation under G.S. 105-275(15), (16), (26), (31), (32a), (33), (34), (37), (40), (42), or (44).
 - c. Property classified for taxation at a reduced valuation under G.S. 105-277(g) or G.S. 105-277.9.
- (2) **Single application required.** – An owner of one or more of the following properties eligible for a property tax benefit must file an application for the benefit to receive it. Once the application has been approved, the owner does not need to file an application in subsequent years unless new or additional property is acquired or improvements are added or removed, necessitating a change in the valuation of the property, or there is a change in the use of the property or the qualifications or eligibility of the taxpayer necessitating a review of the benefit.
 - a. Property exempted from taxation under G.S. 105-278.3, 105-278.4, 105-278.5, 105-278.6, 105-278.7, or 105-278.8.
 - b. Special classes of property excluded from taxation under G.S. 105-275(3), (7), (8), (12), (17), (18), (19), (20), (21), (31e), (35), (36), (38), (39), (41), or (45) or under G.S. 131A-21.
 - c. Special classes of property classified for taxation at a reduced valuation under G.S. 105-277(h), 105-277.1, 105-277.1C, 105-277.10, 105-277.13, 105-277.14, 105-277.15, 105-277.17, or 105-278.
 - d. Property owned by a nonprofit homeowners' association but where the value of the property is included in the appraisals of property owned by members of the association under G.S. 105-277.8.
 - e. Repealed by Session Laws 2008-35, s. 1.2, effective for taxes imposed for taxable years beginning on or after July 1, 2008.

(a1) **Late Application.** – Upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the close of the listing period may be approved by the Department of Revenue, the board of equalization and

review, the board of county commissioners, or the governing body of a municipality, as appropriate. An untimely application for exemption or exclusion approved under this subsection applies only to property taxes levied by the county or municipality in the calendar year in which the untimely application is filed.

(b) **Approval and Appeal Process.** – The Department of Revenue or the assessor to whom an application for exemption or exclusion is submitted must review the application and either approve or deny the application. Approved applications shall be filed and made available to all taxing units in which the exempted or excluded property is situated. If the Department denies an application for exemption or exclusion, it shall notify the taxpayer, who may appeal the denial to the Property Tax Commission.

If an assessor denies an application for exemption or exclusion, the assessor must notify the owner of the decision and the owner may appeal the decision to the board of equalization and review or the board of county commissioners, as appropriate, and from the county board to the Property Tax Commission. If the notice of denial covers property located within a municipality, the assessor shall send a copy of the notice and a copy of the application to the governing body of the municipality. The municipal governing body shall then advise the owner whether it will adopt the decision of the county board or require the owner to file a separate appeal with the municipal governing body. In the event the owner is required to appeal to the municipal governing body and that body renders an adverse decision, the owner may appeal to the Property Tax Commission. Nothing in this subsection shall prevent the governing body of a municipality from denying an application which has been approved by the assessor or by the county board provided the owner's rights to notice and hearing are not abridged. Applications handled separately by a municipality shall be filed in the office of the person designated by the governing body, or in the absence of such designation, in the office of the chief fiscal officer of the municipality.

(c) **Discovery of Property.** – When an owner of property that may be eligible for exemption or exclusion neither lists the property nor files an application for exemption or exclusion, the assessor or the Department of Revenue, as appropriate, shall proceed to discover the property. If, upon appeal, the owner demonstrates that the property meets the conditions for exemption or exclusion, the body hearing the appeal may approve the exemption or exclusion. Discovery of the property by the Department or the county shall automatically constitute a discovery by any taxing unit in which the property has a taxable situs.

(d) **Roster of Exempted and Excluded Property.** – The assessor shall prepare and maintain a roster of all property in the county that is granted tax relief through classification or exemption. On or before November 1 of each year, the assessor must send a report to the Department of Revenue summarizing the information contained in the roster. The report must be in the format required by the Department. The assessor must also send the Department a copy of the roster upon the request of the Department. As to affected real and personal property, the roster shall set forth:

- (1) The name of the owner of the property.
- (2) A brief description of the property.
- (3) A statement of the use to which the property is put.
- (4) A statement of the value of the property.
- (5) The total value of exempt property in the county and in each municipality therein.

(e) **Annual Review of Exempted or Excluded Property.** – Pursuant to G.S. 105-296(l), the assessor must annually review at least one-eighth of the parcels in the county exempted or excluded from taxation to verify that the parcels qualify for the exemption or exclusion. (1973, c. 695, s. 8; c. 1252; 1981, c. 54, ss. 2, 3; c. 86, s. 2; c. 915; 1985 (Reg. Sess., 1986), c. 982, s.

22; 1987, c. 45, s. 1; c. 295, ss. 5, 6; c. 680, ss. 1-3; c. 813, s. 13; 1989, c. 674, s. 2; c. 723, s. 2; 1991, c. 34, s. 1; 1991 (Reg. Sess., 1992), c. 975, s. 3; 1993, c. 459, s. 3; 1995, c. 41, s. 7; 1995 (Reg. Sess., 1996), c. 646, s. 16; 1997-23, s. 4; 2000-140, s. 72(b); 2001-139, s. 1; 2007-484, s. 43.7T(b); 2007-497, s. 2.4; 2008-35, s. 1.3; 2008-107, s. 28.11(g); 2008-171, ss. 3, 7(c); 2009-445, s. 23(a), (c)-(e); 2009-481, s. 3.)



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Cathy A. Scott, Economic Development Director

PRESENTER: Cathy A. Scott, Economic Development Director

SUBJECT: Award of Contract for JBB Packaging Rail Spur

DATE: November 4, 2019 Regular Meeting

SUPPORTING INFORMATION:

Attached please find the Bid Tabulation and Letter of Recommendation from CivilSmith LLC, engineers for the JBB Packaging Rail Spur Project, recommending award of the rail spur construction contract to STX Corporation at a price of \$529,220.

Halifax County's funding for this project is from NC Railroad (\$400,000) and the NC Department of Transportation (\$200,000) totaling \$600,000. We have an executed contract with CivilSmith for engineering, design, and construction administration/observation for \$74,260, resulting in a potential \$3,480 shortfall in total project funding. JBB Packaging has agreed to cover the anticipated shortfall and will provide a letter of commitment to Halifax County prior to the meeting on October 21. An Amended Project Budget Ordinance has been prepared to reflect this change and is attached.

ATTACHMENTS:

Description

- ▢ JBB Rail Spur Bid Tabulation
- ▢ JBB Rail Spur Recommendation Letter
- ▢ Amended Grant Project Ordinance - JBB

TOTAL COST:\$529,220

COUNTY COST:0

REQUEST: Approve the Amended Project Budget Ordinance

Award the contract for construction of the JBB Packaging Rail Spur to STX Corporation for \$529,220.00

Item No.	Description	Units	Est. Quantity	Contractor					
				Civil Works Contracting		STX Corporation		Tarheel Railroad Construction Co.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1	\$26,510.00	\$26,510.00	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00
2	CONSTRUCTION STAKEOUT	LS	1	\$5,555.00	\$5,555.00	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00
3	F & I 6” layer of compacted sub-ballast(CABC stone) on top of prepared track roadbed subgrade.	TN	900	\$45.50	\$40,950.00	\$21.00	\$18,900.00	\$45.00	\$40,500.00
4	F & I Track – Complete: <u>Min.</u> 115# Jtd. Rail, Grade 4/5 Timber Ties, Ballast.	TF	1,063	\$223.50	\$237,580.50	\$155.00	\$164,765.00	\$159.70	\$169,761.10
5	F & I Track Materials for Upgrading the Portion of existing Track #1 from Sta.1+50 to 9+80 to Include: 115# min. Rail, OTM, Grade 4/5 Ties, Surfacing Ballast. Includes Removal of 90# Rail, OTM, and Ties from the Site. 45% Tie Replacement with Light Surfacing	TF	830	\$187.50	\$155,625.00	\$125.00	\$103,750.00	\$134.00	\$111,220.00
6	Existing Track #1 Demolition: 90# Jtd. Rail, OTM, Timber Ties, fouled ballast. Removed from site. (Sta.9+80 to 16+75)	TF	695	\$23.50	\$16,332.50	\$22.00	\$15,290.00	\$5.00	\$3,475.00
7	F & I Walkway Stone within rail unloading areas. Gradation shall generally match “3/4 inch” washed aggregate.	TN	300	\$57.00	\$17,100.00	\$35.00	\$10,500.00	\$33.35	\$10,005.00
8	F & I No. 8 Turnout – Complete: Min. 115# - Per CSX Diagram 2247 with Sampson switch points and stock rails, SMSG frog, bow handle throw, timber switch ties.	EA	1	\$74,000.00	\$74,000.00	\$55,000.00	\$55,000.00	\$65,000.00	\$65,000.00
9	F & I Vertical Lift Derail – Min. 115#, Timber Ties. Install into existing lead track Station 2+50 per CSX Diagram 2252.	EA	1	\$27,000.00	\$27,000.00	\$25,000.00	\$25,000.00	\$0.00	\$0.00
10	F & I Hayes Type WG Bumping Posts - Complete on Timber Ties.	EA	2	\$6,850.00	\$13,700.00	\$4,100.00	\$8,200.00	\$3,200.00	\$6,400.00
11	Earthwork – Cut and Use Onsite for Fill, Haul away surplus Offsite (Approximately 3,150 CY Unclassified Excavation)	LS	1	\$130,500.00	\$130,500.00	\$53,000.00	\$53,000.00	\$77,000.00	\$77,000.00
12	Clearing & Grubbing	AC	0.9	\$31,500.00	\$28,350.00	\$5,500.00	\$4,950.00	\$11,500.00	\$10,350.00
13	Vegetation Control - Remove overhanging tree limbs, brush, and weeds along Existing Track #1 from Sta. 1+50 to 9+80 to Provide 15 feet Clearance from C/L of Track from T/R to 25’ above T/R. Remove from site.	LS	1	\$8,200.00	\$8,200.00	\$1,700.00	\$1,700.00	\$9,500.00	\$9,500.00
14	Undercut Excavation (Off-Site Disposal) and Replace with Select Backfill (In Place Off Site Structural Fill)	CY	500	\$87.00	\$43,500.00	\$17.00	\$8,500.00	\$50.00	\$25,000.00
15	Track Roadbed Repair – At Sta.3+16, repair bad footing area with rip-rap stone and #5 Ballast (20 Tons +/- aggregate)	LS	1	\$4,600.00	\$4,600.00	\$1,700.00	\$1,700.00	\$1,500.00	\$1,500.00
16	Removed existing pile of old timber ties near Sta.11+00 from site. (150 ties +/-)	LS	1	\$2,220.00	\$2,220.00	\$2,800.00	\$2,800.00	\$2,500.00	\$2,500.00
17	12” CMP (Temporary for Construction Exit)	LF	20	\$88.00	\$1,760.00	\$25.00	\$500.00	\$18.00	\$360.00
18	Dust Control	LS	1	\$12,300.00	\$12,300.00	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00
19	Check Dam	EA	12	\$467.00	\$5,604.00	\$250.00	\$3,000.00	\$385.00	\$4,620.00
20	Construction Entrance/Exit	EA	1	\$3,481.00	\$3,481.00	\$3,000.00	\$3,000.00	\$7,500.00	\$7,500.00
21	Silt Fence	LF	700	\$4.25	\$2,975.00	\$6.00	\$4,200.00	\$12.00	\$8,400.00
22	Temporary Seeding & Mulching	AC	1.3	\$3,425.00	\$4,452.50	\$1,500.00	\$1,950.00	\$4,500.00	\$5,850.00
23	Construction Road Stabilization	SF	320	\$6.25	\$2,000.00	\$7.00	\$2,240.00	\$16.00	\$5,120.00
24	Grass Lined Channel	LF	1,300	\$6.75	\$8,775.00	\$2.50	\$3,250.00	\$10.00	\$13,000.00
25	Permanent Seeding & Mulching	AC	0.75	\$4,000.00	\$3,000.00	\$2,700.00	\$2,025.00	\$5,500.00	\$4,125.00
TOTAL BASE BID					\$876,070.50		\$529,220.00		\$628,186.10

I hereby certify that this bid tabulation is a true and accurate representation of all bids received on October 10th, 2019.

Tara L. Maner

Tara L. Maner NC PE # 034648
CivilSmith, PLLC NC Firm # P-0761

Contractor used Add Alternate for this item that was not approved prior to bid submittal.



October 11, 2019

Ms. Cathy A. Scott
Executive Director
Halifax County Economic Development Commission
260 Premier Boulevard
Roanoke Rapids, NC 27870

**Re: Proposed Track Rehabilitation and Construction to Serve JBB Packaging, LLC
Bid Recommendation**

Dear Ms. Scott:

Bids for the above mentioned project were received by the Halifax County Office of the County Manager at 2:00 pm on Thursday, October 10, 2019. The bid prices for each bidder are shown below. Itemized unit prices are listed in the attached Bid Tabulation.

Civil Works Contracting LLC	\$876,070.50
STX Corporation	\$529,220.00
Tarheel Railroad Construction Company, Inc.	\$628,186.10

The bid of STX Corporation is considered to be competitive and in line with present rail construction pricing levels. STX Corporation is considered to be the lowest responsible Bidder. Therefore, it is recommended that the contract should be awarded to STX Corporation.

Thank you for your consideration of this recommendation,

CivilSmith, PLLC

Tara L. Maner, P.E.

Attachment

Cc: distributed via email
Dave Cron, JBB Packaging, LLC
Robert J. Maner, CivilSmith, PLLC
Glynn Rollins, Halifax County

ph. 423.624.1187

info@civilsmithllc.com
civilsmithllc.com

PO Box 8634
Chattanooga, TN 37414

Proposed Track Rehabilitation and Construction to Serve JBB Packaging, LLC, Halifax County, NC

**AMENDED 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
JBB Packaging LLC	\$ 3,480.00
Total	\$603,480.00

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

Rail Spur Construction	\$529,220.00
Rail Engineering & Construction Administration/Observation	\$ 74,260.00
Grand Total	\$603,480.00

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 21st Day of October, 2019.

ATTEST:

Vernon J. Bryant, Chairman

Mary Anderson- Faison, Deputy Clerk to the Board



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Wes Tripp, Sheriff

PRESENTER: Wes Tripp, Sheriff

SUBJECT: NCACC Soft Body Armor Reimbursement Program Participation

DATE: November 4, 2019 Regular Meeting

SUPPORTING INFORMATION:

Request to participate in the North Carolina Association of County Commissioners (NCACC) Workers Compensation Pool Soft Body Armor Reimbursement Program. The NCACC Risk Management program provides reimbursement for the purchase of soft body armor for deputies, funded through the Workers Compensation Pool. The program will reimburse members of the NCACC Workers Compensation Pool up to 100% of the cost of police body armor, subject to a maximum of \$500 per garment. We are eligible for reimbursement for a maximum of three ballistic vests per fiscal year.

ATTACHMENTS:

Description

▣ info & application

TOTAL COST:\$1900

COUNTY COST:\$400

REQUEST: Request to participate in the North Carolina Association of County Commissioners (NCACC) Workers Compensation Pool Soft Body Armor Reimbursement Program.



**North Carolina Association of County Commissioners
Workers Compensation Pool
Soft Body Armor Reimbursement Program**

The North Carolina Association of County Commissioners Risk Management program provides reimbursement for the purchase of soft body armor for deputies, funded through the Workers Compensation Pool. This program is only available to members of the NCACC Workers Compensation Pool.

The Soft Body Armor Reimbursement Program was established September 2018. The program will reimburse members up to 100% of the cost of police body armor, subject to a maximum of \$500.00 per garment, until funds are exhausted. Qualified Sheriff's Offices are eligible for reimbursement for a maximum of three (3) ballistic vests per fiscal year.

REQUIREMENTS OF THE PROGRAM ARE AS FOLLOWS:

- **Each participating county must have one member of its Sheriff's Office trained in the selection, use and maintenance of body armor.**
- **Each Sheriff's Office must establish a written policy mandating the use of body armor and implement a constructive enforcement program to require officers to wear their soft body armor while on duty. An official copy of this policy must be submitted with the application.**
- **Purchased garments must provide, at minimum, front and back protection and be National Institute of Justice certified.**

TO QUALIFY FOR REIMBURSEMENT, EACH MEMBER MUST:

- **Complete and submit: (1) the Soft Body Armor Reimbursement Application, (2) a copy of the department's body armor mandatory wear policy, and (3) a copy of the purchase order or invoice;**
- **Indicate on the Soft Body Armor application whether first time purchases for specific officers or for replacement purchases.**
- **Email the completed application and documents to: bill.halliburton@ncacc.org**

SPECIAL NOTES:

There is a program called *Vests for Life* with web address <http://www.aphf.org/vests.html>. If you are interested in donating vests, put this address in your web browser for complete instructions.

In addition, the Federal Bulletproof Vest Partnership Act of 1998 has been reauthorized. For more information, email vests@usdoj.gov to express your interest in participating in the program. You will be asked to provide the name of your county, how officers are paid and how many officers serve. You may also call their Support Desk at 1-877-758-3787.



**SOFT BODY ARMOR REIMBURSEMENT APPLICATION
FISCAL YEAR JULY 1, 2019 ENDING JUNE 30, 2020**

Member Name: _____

County: _____ **Zipcode:** _____

Address for Payment: _____

Phone Number: _____ **Date:** _____

MANDATORY FIELD:

☐ First Time Purchase Vest

☐ Replacement Vest

QUANTITY	DESCRIPTION OF ITEMS	VENDOR	UNIT PRICE	TOTAL PRICE	RMS USE ONLY
TOTAL__					

Reimbursement is limited to 100% of individual vest cost (up to \$500/vest and up to 3 vests per fiscal year).

I understand that my county must be a current member of the NCACC Workers Compensation Pool.

Form Completed By

Sheriff

Email completed application, copy of invoice and mandatory use policy to the attention of:

Bill Halliburton

bill.halliburton@ncacc.org

If you have any questions about the program, call Bill at 704-928-7007.



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Wes Tripp, Sheriff

PRESENTER: Wes Tripp, Sheriff

SUBJECT: Request for approval and funding to purchase Southern Software RMS and JMS Package

DATE: November 4, 2019 Regular Meeting

SUPPORTING INFORMATION:

Request for approval and funding to purchase the Southern Software Records Management Software (RMS) and Jail Management Software (JMS) Package to replace outdated TriTech Software RMS and JMS. The purchase is proposed to be financed over five years with the first year's payment of \$43,167.59 being made from drug forfeiture funds.

ATTACHMENTS:

Description

- ▢ Southern Software Proposal
- ▢ Government Capital financing proposal

TOTAL COST:\$215,837.95

COUNTY COST:\$172,670.36

REQUEST: Request for approval and funding to purchase the Southern Software Records Management Software (RMS) and Jail Management Software (JMS) Package to replace outdated TriTech Software RMS and JMS.



SOUTHERN SOFTWARE, INC.
an employee-owned company

Halifax County Sheriff's Office, NC
Proposals

October 10, 2019

Total RMS & JMS \$165,320.00

Total Server \$27,093.00

TOTAL \$192,413.00

Total Taxable Amount in Proposals \$29,123.00

*** Total Tax for This Proposal: \$1,965.80

*** If these items are purchased using one of the financing options from Government Capital Corporation it is assumed that this tax will be invoiced separately directly to Halifax County so the tax is not financed.

Contact information for Public Safety Representative:

Mike Moody
Southern Software
150 Perry Drive
Southern Pines, NC 28387

Business: 800.842.8190
Mobile: 910.603.3481
Fax: 910.695.0251
E-Mail: mmoody@southernsoftware.com



SOUTHERN SOFTWARE, INC.
an employee-owned company

Agency:

Halifax County Sheriff's Office, NC

Contact:

Shane Guyant

Date:

10/10/2019

RECORDS MANAGEMENT SYSTEM (RMS) FOR SHERIFF'S OFFICES		Qty
RMS Base - Includes one License	SHERIFF RECORDS MANAGEMENT SOFTWARE INCLUDES: INCIDENT, ARREST AND CITATION REPORTING IN ACCORDANCE WITH STATE SPECIFICATIONS.	1
RMS Additional Licenses	ADDITIONAL RMS LICENSE(S) (CONCURRENT LICENSING - FOR WORKSTATIONS OR LAPTOPS ON NETWORK EITHER HARDWIRED OR THROUGH VPN CONNECTION)	18
RMS Dashboard Analytics	RMS DASHBOARD ANALYTICS	1
** Document Scanning	DOCUMENT SCANNING SOFTWARE FOR RMS	1
Bar Coding Equipment	BARCODE PRINTER, LASER SCANNER, CASE OF BAR CODE LABELS, CASE OF BARCODE THERMAL TRANSFER RIBBON, PRINTER CABLE.	1
HandHeld Unit for Evidence	DOLPHIN 6110 HANDHELD UNIT FOR INVENTORY/EVIDENCE WITH CONNECTION CABLE	1
Signature Pad	TOPAZ SIGNATURE GEM 1X5	2
Data Sharing Network	DATA SHARING NETWORK (WEB BASED)	FREE
RAIDS Online	WEB-BASED PUBLIC CRIME MAPPING AND ANONYMOUS TIPS PROVIDED AT NO COST TO YOUR AGENCY.	FREE
JAIL MANAGEMENT SYSTEM (JMS)		Qty
JMS Base - Includes one License	JAIL MANAGEMENT SOFTWARE - INCLUDES INMATE BOOKING, INMATE MANAGEMENT, COMMISSARY MANAGEMENT, INMATE REPORTS, AND JAIL REPORTS	1
JMS Additional Licenses	ADDITIONAL JMS LICENSE(S) (CONCURRENT LICENSING)	3
** Document Scanning	DOCUMENT SCANNING SOFTWARE FOR JMS	1
Biometric Scanning Software	BIOMETRIC SCANNING SOFTWARE	1
Biometric Scanners	BIOMETRIC FINGERPRINT SCANNERS (TWO PRINT)	1
Signature Pad	TOPAZ SIGNATURE GEM 1X5	1
JMS Mobile Application	UP TO 5 DEVICES	1
* Detention Center Network (DCN)	WEB BASED JAIL VISITATION	1
JMS Interface	PAYTEL PHONE INTERFACE. ONE-WAY INTERFACE IN WHICH DEMOGRAPHIC INFORMATION IS SENT FROM JMS. ASSUMES USE OF CURRENT INTERFACE.	1
JMS Interface	MCDANIEL SUPPLY COMMISSARY INTERFACE. ONE-WAY INTERFACE IN WHICH DEMOGRAPHIC INFORMATION IS SENT FROM JMS. ASSUMES USE OF CURRENT INTERFACE.	1
JMS Interface	MORPHOTRACK LIVESCAN INTERFACE. ONE-WAY INTERFACE IN WHICH DEMOGRAPHIC INFORMATION IS SENT FROM JMS. ASSUMES USE OF CURRENT INTERFACE.	1

Total Software: \$78,650.00

PROJECT MANAGEMENT

Project Management Fee INSTALLATION, TRAINING AND A PROJECT MANAGER.

TRAINING INCLUDES 1 SESSION OF SETUP & MAINTENANCE TRAINING EACH FOR RMS AND JMS (UP TO 5 PEOPLE), 9 SESSIONS OF USER TRAINING FOR RMS (UP TO 12 PEOPLE PER SESSION) AND 3 SESSION OF USER TRAINING FOR JMS (UP TO 12 PEOPLE PER SESSION). IF ADDITIONAL SESSIONS OF TRAINING ARE REQUIRED PLEASE REQUEST AN UPDATED PROPOSAL.

Total Project Management: \$24,670.00

YEARLY SUPPORT

RMS Support	8:30-5, M-F RMS ANNUAL SUPPORT FEE COVERS TELEPHONE AND MODEM SUPPORT. THIS INCLUDES REGULAR PROGRAM UPDATES.	5 YEARS
Additional Licenses	SUPPORT FOR ADDITIONAL RMS LICENSE(S)	5 YEARS
RMS Dashboard Analytics	8:30-5, M-F SUPPORT FOR RMS DASHBOARD ANALYTICS	5 YEARS
JMS Support	8:30-5, M-F JMS ANNUAL SUPPORT FEE COVERS TELEPHONE AND MODEM SUPPORT. THIS INCLUDES REGULAR PROGRAM UPDATES.	5 YEARS
Additional Licenses	SUPPORT FOR ADDITIONAL JMS LICENSE(S)	5 YEARS
Biometric Scanning Software Support	8:30-5, M-F SUPPORT FOR BIOMETRIC SCANNING SOFTWARE	5 YEARS
Detention Center Network	8:30-5, M-F SUPPORT FOR DCN	5 YEARS
JMS Dashboard Analytics	8:30-5, M-F SUPPORT FOR JMS DASHBOARD ANALYTICS	5 YEARS
JMS Mobile Application Support	8:30-5, M-F SUPPORT FOR JMS MOBILE APPLICATION	5 YEARS

Total Support: \$62,000.00

\$165,320.00

Taxable Amount Included in Above: \$6,280.00

*** Total Tax for This Proposal: \$423.90

*** If these items are purchased using one of the financing options from Government Capital Corporation it is assumed that this tax will be invoiced separately directly to Halifax County so the tax is not financed.

NOTE: MICROSOFT® SQL SERVER 2008™ R2 OR HIGHER IS REQUIRED (2012 OR HIGHER IS PREFERRED).

NOTE: PROPOSAL DOES NOT INCLUDE PROVISIONS FOR DATA CONVERSION, DATA IMPORT, OR FIELD MAPPING

* A dedicated Windows Server 2012 or higher web server that is separate from your database server must be installed and maintained by IT staff at the customer site to support this app. A physical server is not required; a dedicated virtual server is adequate. In addition, a HTTPS certificate must be purchased and maintained for the domain on which DCN will run. We provide the web application but the infrastructure must be supplied and supported by the customer. Further requirements and clarifications can be found at: <https://tinyurl.com/y97uufdr>.

**** NOTE: A TWAIN32 COMPATIBLE SCANNER WILL BE REQUIRED.**

Southern Software's RMS includes (30) days of free support, including all updates.

Management fees include training, installation, and project management.

Southern Software will install its software products only on computer configurations compatible with these products. Hardware specifications are available upon request.



SOUTHERN SOFTWARE, INC.
an employee-owned company

Agency:

Halifax County Sheriff's Office, NC

Contact:

Shane Guyant

Date:

10/10/2019

HARDWARE

Qty

Server - PowerEdge R320

1

PowerEdge R340	PowerEdge R340 Server
Chassis Configuration	3.5" Chassis with up to 4 Hot Plug Hard Drives and Software RAID
Processor	Intel® Xeon® E-2134 3.5GHz, 8M cache, 4C/8T, turbo (71W)
Processor Thermal Configuration	Heatsink for 80W or less CPU
Memory DIMM Type and Speed	2666MT/s UDIMMs
Memory Configuration Type	Performance Optimized
Memory Capacity	(2) 16GB 2666MT/s DDR4 ECC UDIMM
RAID Configuration	C20, No RAID with Embedded SATA for SATA HDDs or SATA SSDs (Mixed Drive Types Allowed)
Hard Drives	2TB 7.2K RPM SATA 6Gbps 512n 3.5in Hot-plug Hard Drive
Additional Network Cards	On-Board Broadcom 5720 Dual Port 1Gb LOM
Embedded Systems Management	iDRAC9 Basic
Internal Optical Drive	DVD +/-RW, SATA, Internal for Hot Plug Chassis
Rack Rails	ReadyRails™ Sliding Rails With Cable Management Arm
BIOS and Advanced System Configuration Setting	Performance BIOS Setting
Power Cords	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America
Power Supply	Single, Hot-plug Power Supply, 350W
Operating System	Windows Server® 2016, Standard, 16CORE, Factory Inst, No MED, NO CAL, Multi-Language
OS Media Kits	Windows Server® 2016, Standard, 16CORE, Media Kit, Multi-Language
Microsoft SQL Server	Microsoft SQL Server 2017 Standard, 4 CORE, OEM, NFI, ENGLISH
Advanced System Configurations	UEFI BIOS Boot Mode with GPT Partition
Motherboard	PowerEdge R340 Motherboard, V2
Group Manager	iDRAC Group Manager, Disabled
Password	iDRAC, Factory Generated Password
PCIe Riser	PCIe Riser with Fan with up to 1 FH/HL, x8 PCIe + 1 LP, x4 PCIe Gen3 Slots
Dell Services: Hardware Support	3 Years, ProSupport with Next Business Day Onsite Service
iDRAC Service Module	iDRAC Service Module (ISM), Pre-Installed in OS
Client Access Licenses	(6) 5-pack of Windows® Server 2016 User CALs (Standard or Datacenter)
UPS	APS Smart UPS - Rack Mountable
Monitor, Keyboard, Mouse	22" Dell Monitor, Keyboard, Mouse
Backup Drive	RD1000 Ext USB 3.0 Drive Bundled with SW/CBL
RD1000 Removable Disk Media	QTY 3, Removable Hard Disk Cartridge for RD1000, 1TB
Backup Software	Nova Backup Business Essentials V. 16
Switch	Netgear 48 Port Switch

TOTAL HARDWARE: \$22,843.00

PROJECT MANAGEMENT FEE

Qty

Installation of Hardware

1

TOTAL PROJECT MANAGEMENT: \$4,250.00

TOTAL HARDWARE (STATE TAX AND SHIPPING NOT INCLUDED)

\$27,093.00

Taxable Amount Included in Above: \$22,843.00

*** Total Tax for This Proposal: \$1,541.90

*** If these items are purchased using one of the financing options from Government Capital Corporation it is assumed that this tax will be invoiced separately directly to Halifax County so the tax is not financed.

Please Note: Proposal of Hardware includes only items listed above. Proposal does not include Rack, Network Cable, etc.. Please request an updated proposal if these are necessary.

Proposal of hardware is valid for (30) days from date of proposal..

Management fees include training, installation, and project management.



GOVERNMENT CAPITAL CORPORATION

90 SANDLEWOOD TRAIL BROOKHAVEN, MISSISSIPPI 39601 Ph: 800.561.0461
345 MIRON DRIVE SOUTHLAKE, TEXAS 76092 Ph: 817.421.5400
WWW.GOVCAP.COM

October 10, 2019

Tanya Bowen
Halifax County, NC

Thank you for the opportunity to proposed financing for the purchase of products and services from Southern Software, Inc. The following is submitted for your review and consideration.

LENDER:	Government Capital Corporation
ISSUER:	Halifax County, NC
FINANCING STRUCTURE:	Tax Exempt Lease Purchase Financing w/\$1.00 buyout
DESCRIPTION:	RMS and JMS with 5 Years of Support and Server
EQUIPMENT COST:	\$192,413.00
TERMS:	5 ANNUAL PMTS
INTEREST RATE:	3.791%
PAYMENTS:	\$43,167.59

NOTE: The first payment in each option above will become due October, 2020 and annually thereafter.

The above proposal is an expression of interest, subject to audit analysis and mutually acceptable documentation and is not a binding commitment. A processing fee of \$895 is reflected in the above payment amount for documentation and underwriting. If funding occurs more than 14 days from proposal date, we reserve the right to index to the then current market.

DC Greer
Vice President
Government Capital Corporation

CC: Janet Benson - Southern Software

The transaction described herein is an arm's length, commercial transaction between you and Government Capital Corporation ("GCC"), in which GCC: (i) is acting solely for its own financial and other interests that may differ from yours; (ii) is not acting as your municipal advisor or financial advisor, and has no fiduciary duty to you with respect to this transaction; and (iii) is not recommending that you take an action with respect to this transaction.





AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Wes Tripp, Sheriff

PRESENTER: Wes Tripp, Sheriff

SUBJECT: Informational Projection of Ancillary Costs for Detention Center Expansion

DATE: November 4, 2019 Regular Meeting

SUPPORTING INFORMATION:

Handouts and PowerPoint Presentation presented at meeting

ATTACHMENTS:

Description

▢ PowerPoint Presentation

TOTAL COST:

COUNTY COST:

REQUEST:

Halifax County Detention Center Expansion Project

Sheriff Wes Tripp

Salary

Adding an additional 25 personnel

- 24 Detention Officer I (Grade 64/Step 3) = **\$840,570**

Base Salary: $\$29,034 \times 24 = \$696,816$

Fringe: $\$5,989.71 \times 24 = \$143,754$

- 1 Population Manager (New Position, Grade 69 / Step 3) = **\$44,900**

Base Salary: $\$37,222 \times 1 = \$37,222$

Fringe: $\$5,989.71 \times 1 = \$7,678$

NOTE: These figures do not include overtime, longevity, bonus, holiday pay, or insurance.



Increase in Personnel

Currently we have 5 Detention Officers on a shift.
We are requesting 5 additional for each shift.



Current ratio: 17 inmates per
Detention Officer



New ratio: 22 inmates per
Detention Officer



Equipment, Training and Inmate Supplies

- Detention officer uniforms and equipment- Current budget lines include \$12,000. That is \$375 per officer. An increase of 25 Detention officers would cost an additional **\$9,375.**
- Detention officer training- Current budget lines include \$2,885. That is \$90 per officer. An increase of 25 Detention officers would cost an additional **\$2,250.**
- Inmate supplies are currently budgeted at \$30,000. That is \$352 per inmate. An increase of 135 inmates would cost an additional **\$47,520.**
- Sanitary and household supplies are currently budgeted at \$12,000. That is \$141 per inmate. An increase of 135 inmates would cost an additional **\$19,035.**
- Laundry supplies are currently budgeted at \$6,100. That is \$72 per inmate. An increase of 135 inmates would cost an additional **\$9,720.**

Food Costs

- Current food costs are \$2.00 per inmate per meal. A diet or kosher meal is \$2.60 per inmate per meal.
- Our current budget appropriates \$250,000 for meal costs. This is the allotment for 85 inmates.



**An increase in 135 inmates
will make meal costs rise as
much as **\$648,000****

Medical Costs

Current contract with Southern Health Partners



<https://www.medicaltourism.com>

- Our current contract costs the county \$309,000 a year. Increasing the beds in the detention center will drive the costs up to **\$398,000** a year. This is an increase of \$89,000 a year.

Revenue Generator

- Setting aside 40 beds of the 135 for rental to the [State Misdemeanant Program \(SMP\)](#) would be a revenue generator for Halifax County.

$$40 \text{ beds} \times 365 \text{ days} \times \$40/\text{day} = \$584,000$$

- We could add other revenue by housing inmates for other counties at a rate of \$50 per day.
- We currently pay out on average \$356,208 for housing, personnel and travel costs for special-out inmates each year.
- Using the SMP revenue plus the special-out population savings would generate at least \$940,208 in revenue/cost savings.

Increase Request Conclusion

Salary Request*: \$885,470 +
Detention Officer Uniforms/Equipment: \$9,375+
Detention Officer Training: \$2,250+
Inmate Supplies: \$47,520+
Inmate Sanitary/Household Supplies: \$19,035+
Inmate Laundry: \$9,720
Food Cost: \$648,000+
Medical Cost: \$89,000+

Total: \$1,710,370

Revenue/Cost Savings: (\$940,208)

Budget increase request: \$770,162*

(*)These figures do not include overtime, longevity, bonus, holiday pay, or insurance.

Questions





AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Ian M. Bumgarner, Senior Management Analyst

PRESENTER: Ian M. Bumgarner, Senior Management Analyst

SUBJECT: Halifax County Jail Expansion Project

DATE: November 4, 2019 Regular Meeting

SUPPORTING INFORMATION:

Moseley Architecture has completed updating the jail expansion plans and is ready to put them out for bid. Attached are the Board approved project budget ordinance and the estimated cost of construction from Moseley Architecture for the construction of the expansion.

ATTACHMENTS:

Description

- ▢ Jail Project Budget Ordinance
- ▢ Jail Expansion Projected Construction Costs

TOTAL COST:\$45,000

COUNTY COST:\$45,000

REQUEST: Request the Board approve Staff and Moseley Architecture to move forward with the Jail Expansion Project putting the project out for bid.

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

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

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

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

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

Fund Balance	\$340,000
Total	\$340,000

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

Update the Construction Document Phase (CD's) and AHJ Approval Services	\$72,000
Bidding Phase Services	\$45,500
Construction Administration and Closeout Services	\$180,000
Detention Training and Transition Services	\$42,500
Grand Total	\$340,000

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

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

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

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

Adopted this 4th day of February 2019.

Vernon J. Bryant, Chairman

ATTEST:

Andrea H. Wiggins, Clerk to the Board

OPINION OF PROBABLE TOTAL PROJECT COST



Client: Halifax County, NC
 Project Name: Halifax County Jail Expansion
 Description: 135 Bed Jail Expansion and Miscellaneous
 Project #510120 Renovations and Upgrades

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:				



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: November 4, 2019 Regular Meeting

SUPPORTING INFORMATION:

Attached, please find the Board Appointments.

ATTACHMENTS:

Description

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

TOTAL COST:

COUNTY COST:

REQUEST: Approve the Board Appointments that require action.

BOARD APPOINTMENTS

- A. Choanoke Public Transportation Authority
- B. Eastern Carolina Livestock Arena Board
- C. Board Vacancies Without Recommendations
- D. December 2019 Board Appointments

MEMORANDUM

TO: HALIFAX COUNTY COMMISSIONERS

FROM: ANDREA H. WIGGINS, CLERK TO THE BOARD

SUBJECT: CHOANOKE PUBLIC TRANSPORTATION AUTHORITY

According to our records, the Choanoke Public Transportation Authority has one member that is appointed by the Board of Commissioners that has resigned:

Caleb Eller

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

- Receive nominations to appoint Allen Purser to fill the unexpired term of Caleb Eller

Choanoke Public Transportation Authority

2	Caleb Eller <i>Littleton</i>	Member <i>White Male</i>	4/1/2018 through 3/31/2020 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
1	Patricia Whalen <i>Roanoke Rapids</i>	Member <i>White Female</i>	4/1/2018 through 3/31/2020 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
3	Chris Rountree <i>Halifax</i>	Member <i>White Male</i>	4/1/2019 through 3/31/2021 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>



State of North Carolina
County of Halifax

HISTORIC COURTHOUSE ~ PO BOX 38 ~ KING STREET ~ HALIFAX, NC 27839
252-583-1131 ~ FAX: 252-583-9921



Date Received 10/7/19

APPLICATION FOR: AUTHORITIES, BOARDS, COMMISSIONS, and COMMITTEES

Note: All information on this document will be released to the public on request.

Name: ALLEN PURSER Nickname: _____

ETHNIC BACKGROUND: African American ___ Caucasian ☒ Hispanic ___ Native American ___ Other ___

SEX: (M) ☒ (F) ___ AGE: Under 18 ___ 18-30 ___ 31-50 ___ 50-65 ☒ Over 65 ___

Home Phone Number: 252-676-6122 Home Fax Number: _____

Email Address: apurser@halifaxcc.edu

Home Address: 100 RIVER RD N. ROANOKE RAPIDS, NC 27870
street city state zip

Mailing Address: SAME

Are you a full-time resident of Halifax County? Yes ☒ No ___ Township: ROANOKE RAPIDS

Do you live within any corporate or town limits? Yes ☒ No ___ Which: ROANOKE RAPIDS

Employer: HALIFAX COMMUNITY COLLEGE

Business Address: 100 COLLEGE DRIVE WELDON NC 27890
street city state zip

Business Phone Number: 252-536-5479 Business Fax: _____

Name of Authority/Board/Commission/Committee you are interested in:

TRANSPORTATION

If Applicable - Specific category applying for: (e.g. Nurse, Attorney, At-Large, etc.)

Qualification for specific category: I HAVE HAD EXPERIENCE ON THE GUILFORD COUNTY BOARD OF TRANSPORTATION

Name of any Halifax County Board/Commission/Committee on which you presently serve:

NONE

If reapplying for a position you presently hold, how long have you served? _____

Based on your qualifications and experiences, briefly describe why your services on this Authority/ Board/Commission/Committee would be beneficial to the County:

I UNDERSTAND THE NEEDS AND HOPE TO HELP
IN GROWING THE SYSTEM

Is your property tax listing current? Yes X No

Are your Halifax County property and motor vehicle taxes paid in full on a current basis? Yes X No

Do you have any delinquent Halifax County taxes? Yes No X

Other information you consider pertinent: (i.e., education, occupational background, civic memberships, related work experiences, etc.):

(If necessary, you may add additional pages - Check here if additional pages are added:)

Note: All information on this document will be released to the public on request.

Date: Oct. 2, 19

Applicant's Signature: 

Return application to:

Clerk to the Board of County Commissioners
Halifax County Manager's Office
Post Office Box 38
Halifax, NC 27839

Fax: (252) 583-9921

MEMORANDUM

TO: HALIFAX COUNTY COMMISSIONERS

FROM: ANDREA H. WIGGINS, CLERK TO THE BOARD

SUBJECT: EASTERN CAROLINA LIVESTOCK ARENA BOARD

According to our records, the Eastern Carolina Livestock Arena Board has one member that is appointed by the Board of Commissioners with a term that will expire on November 30, 2019:

William Scott West

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

- Receive nominations to waive the term limit and reappoint William Scott West

Eastern Carolina Livestock Arena Board

1	William Scott <i>Littleton</i>	West	Member <i>White Male</i>	12/1/2015 through 11/30/2019 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
2	Benjamin <i>Halifax</i>	Winslow	Member <i>White Male</i>	12/1/2017 through 11/30/2021 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>

MEMORANDUM

TO: HALIFAX COUNTY COMMISSIONERS

FROM: ANDREA H. WIGGINS, CLERK TO THE BOARD

SUBJECT: 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 **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.

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

Continued

According to our records, the **Halifax County Human Relations Commission** has two positions that are appointed by the Board of Commissioners that are vacant:

George Branch, Jr. and Doris Richardson

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 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

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.

Continued

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

According to our records, the **Tourism Authority** has one position that is appointed by the Board of Commissioners that is vacant:

Kathy White

According to our records, the **Upper Coastal Plain Board of Directors** has one position that is appointed by the Board of Commissioners that is vacant:

Norlan Graves

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>

Five County Community Oper. Center Oversight Board

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

Halifax County Board of Adjustment

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>	Appointed by: Halifax County Commissioners <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>	Appointed by: Halifax County Commissioners <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>	Appointed by: Halifax County Commissioners <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>	Appointed by: Halifax County Commissioners <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>	Appointed by: Halifax County Commissioners <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>	Appointed by: Halifax County Commissioners <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>	Appointed by: Halifax County Commissioners <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>	Appointed by: Halifax County Commissioners <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	
				Term Number:		Eligible for reappointment?	Yes
14	Vacant		Alternate Member		through	Appointed by: Halifax County Commissioners	
				Term Number:		Eligible for reappointment?	Yes
13	Vacant		Alternate Member		through	Appointed by: Halifax County Commissioners	
				Term Number:		Eligible for reappointment?	Yes
12	Vacant		Alternate Member		through	Appointed by: Halifax County Commissioners	
				Term Number:		Eligible for reappointment?	Yes
3	Ian Halifax	Bumgarner	Ex-Officio White Male		through	Appointed by: Halifax County Commissioners	
				Term Number: 0		Eligible for reappointment?	Yes
2	Mary Halifax	Duncan	Ex-Officio White Female		through	Appointed by: Halifax County Commissioners	
				Term Number: 0		Eligible for reappointment?	Yes
4	Nicole Rich Square	Boone		3/18/2019	through 1/31/2020	Appointed by: Northampton County Commissioners	
			Black Female	Term Number: 0		Eligible for reappointment?	Yes
1	Chris Roanoke Rapids	Canady	Member White Male	2/1/2017	through 1/31/2020	Appointed by: Roanoke Rapids City Council	
				Term Number: 1		Eligible for reappointment?	Yes
10	Robert Roanoke Rapids	Clark	Member Black Male	2/1/2017	through 1/31/2020	Appointed by: Halifax County Commissioners	
				Term Number: 4		Eligible for reappointment?	No
5	Andrew Rocky Mount	Roy	Member White Male	2/1/2017	through 1/31/2020	Appointed by: Halifax-Northampton Airport Authority	
				Term Number: 2		Eligible for reappointment?	Yes
9	Joyce Margarettsville	Buffaloe	Member Black Female	3/18/2019	through 1/31/2021	Appointed by: Northampton County Commissioners	
				Term Number: 0		Eligible for reappointment?	Yes
8	Calvin Roanoke Rapids	Potter	Secretary White Male	2/1/2018	through 1/31/2021	Appointed by: Roanoke Rapids City Council	
				Term Number: 9		Eligible for reappointment?	No
11	Vernon J. Roanoke Rapids	Bryant	Member Black Male	2/1/2019	through 1/31/2022	Appointed by: Halifax County Commissioners	
				Term Number: 2		Eligible for reappointment?	Yes
7	Ralph Roanoke Rapids	Johnson, Jr.	Member White Male	10/7/2019	through 1/31/2022	Appointed by: Halifax County Commissioners	
				Term Number: 0		Eligible for reappointment?	Yes
6	Julia Weldon	Meacham	Member White Female	2/1/2019	through 1/31/2022	Appointed by: Halifax County Commissioners	
				Term Number: 6		Eligible for reappointment?	No

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 of <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 of <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>	Appointed by: Halifax County Commissioners <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>	Appointed by: Halifax County Commissioners <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>	Appointed by: Halifax County Commissioners <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>	Appointed by: Halifax County Commissioners <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>	Appointed by: Halifax County Commissioners <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>	Appointed by: Halifax County Commissioners <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>	Appointed by: Halifax County Commissioners <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>	Appointed by: Halifax County Commissioners <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>	Appointed by: Halifax County Commissioners <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>	Appointed by: Halifax County Commissioners <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>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? No</i>

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
6	Kathy Roanoke Rapids	White (Vacant)	Member White Female	8/1/2016 through 7/31/2019 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? No
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
7	Yvonne Littleton	Thompson	Member White Female	8/1/2019 through 7/31/2022 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? No
5	Curtis Roanoke Rapids	Wynn	Member Black Male	8/1/2019 through 7/31/2022 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? No

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 Term Number: 6	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
2	Ian <i>Halifax</i>	Bumgarner	Alternate Member <i>White Male</i>	7/1/2018 through 6/30/2020 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
6	Dia <i>Halifax</i>	Denton	Alternate Member <i>White Female</i>	7/1/2018 through 6/30/2020 Term Number: 4	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
4	Norlan <i>Roanoke Rapids</i>	Graves (Vacant)	At-Large/Private Sector <i>Black Male</i>	7/1/2018 through 6/30/2020 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
1	Barbara <i>Enfield</i>	Simmons	At-Large/Private Sector <i>Black Female</i>	7/1/2018 through 6/30/2020 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
5	Marcelle <i>Scotland Neck</i>	Smith	Elected Official <i>Black Male</i>	7/1/2018 through 6/30/2020 Term Number: 6	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes

MEMORANDUM

TO: HALIFAX COUNTY COMMISSIONERS

FROM: ANDREA H. WIGGINS, CLERK TO THE BOARD

SUBJECT: DECEMBER 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 Choanoke Area Development Association has three members that are appointed by the Board of Commissioners with terms that will expire on December 31, 2019:

Tyree Davis, Ervin Griffin, Sr. and Marcelle Smith

According to our records, the Four Rivers Resource Conservation and Development Council has one member that is appointed by the Board of Commissioners with a term that will expire on December 31, 2019:

J. Rives Manning, Jr.

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

Carolyn Johnson, Louis V. Mann, III and Delisha Moore

Choanoke Area Development Association

3	Tyree Davis Enfield	Member Black Male	1/1/2018 through 12/31/2019 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
1	Ervin Griffin, Sr. Roanoke Rapids	Member Black Male	1/16/2018 through 12/31/2019 Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
2	Marcelle Smith Scotland Neck	Member Black Male	1/1/2018 through 12/31/2019 Term Number: 6	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes

Four Rivers Resource Conservation & Dev. Council

1	J. Rives Roanoke Rapids	Manning, Jr. County Commissioner White Male	1/1/2016 through 12/31/2019 Term Number: 4	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
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Health Board

4	Carolyn Johnson <i>Littleton</i>	County Commissioner <i>Black Female</i>	1/1/2017 through 12/31/2019 Term Number: 5	Appointed by: Halifax County Commissioners Eligible for reappointment? No
5	Louis V. Mann, III <i>Roanoke Rapids</i>	Veterinarian <i>White Male</i>	4/3/2017 through 12/31/2019 Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
7	Delisha Moore <i>Roanoke Rapids</i>	Optometrist <i>White Female</i>	1/1/2017 through 12/31/2019 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? No
11	Justin Blackmon <i>Roanoke Rapids</i>	Engineer Position <i>White Male</i>	1/1/2019 through 12/31/2021 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
1	Donald Crowder <i>Roanoke Rapids</i>	At-Large Member <i>White Male</i>	1/1/2019 through 12/31/2021 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
3	Eloise P. Hardee <i>Roanoke Rapids</i>	Registered Nurse <i>White Female</i>	1/1/2019 through 12/31/2021 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
10	Belinda Hill <i>Roanoke Rapids</i>	At-Large Member <i>Black Female</i>	1/1/2019 through 12/31/2021 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? No
9	Kimberly Mack <i>Littleton</i>	At-Large Member <i>Black Female</i>	1/1/2019 through 12/31/2021 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
2	Eric Nicholson <i>Roanoke Rapids</i>	Dentist <i>White Male</i>	1/1/2019 through 12/31/2021 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
8	Carol Anne Rupe <i>Roanoke Rapids</i>	Physician <i>White Female</i>	1/1/2019 through 12/31/2021 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
6	Melissa Woodruff <i>Weldon</i>	Pharmacist <i>White Female</i>	1/1/2019 through 12/31/2021 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Renee Perry, HRM Director

SUBJECT: Retirement Resolution - Dennis Richardson

DATE: November 4, 2019 Regular Meeting

SUPPORTING INFORMATION:

Please adopt the revised retirement resolution for Dennis Richardson.

ATTACHMENTS:

Description

- ▢ Retirement Resolution - Dennis Richardson

TOTAL COST:

COUNTY COST:

REQUEST: Please adopt the revised retirement resolution for Dennis Richardson.

Resolution

✧ **WHEREAS, DENNIS C. RICHARDSON**, decided to retire as an Income Maintenance Investigator I with the Halifax County Department of Social Services effective November Thirtieth of the Year Two Thousand and Ten; and

✧ **WHEREAS**, he has spent Thirty-one years with local government; Dennis 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, November Fourth of the Year Two Thousand and Nineteen, the Halifax County Board of Commissioners did honor Dennis C. Richardson 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:

Mary Anderson-Faison
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

PRESENTER: County Commissioners

SUBJECT: Approval of Closed Session Minutes

DATE: November 4, 2019 Regular Meeting

SUPPORTING INFORMATION:

The draft minutes of the September 3, 2019, September 16, 2019, and October 7, 2019 Closed Session Meetings 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 Closed Session Minutes.