

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 August 12, 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. Budget Amendments
- C. Property Tax Refund and Releases - July 2019

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

- A. Public Comment Period

3. Public Hearing

- A. Public Hearing on Proposed Economic Development Incentive Grant to Halifax Linen Service, Inc.

Cathy A. Scott, Economic Development Director

4. Agenda Item

- A. Sylvan Heights Bird Park Presentation

Brent Lubbock, Sylvan Heights Bird Park Director of Operations

5. Action on Public Hearing

- A. Economic Development Incentive Grant to Halifax Linen Service, Inc.

Cathy A. Scott, Economic Development Director

6. Agenda Items

- | | | |
|------------|--|---|
| A. | Halifax Jail Expansion Project Presentation | Craig Dobyns, Moseley Architects
Project Manager |
| B. | Halifax County 911 Public Safety Answering Point and Regional Back-up Center Project Architect Contract Approval | Dia H. Denton, Deputy County
Manager |
| C. | Proposed Lease or Other Disposition of County Property - 1710 Watkins Drive, Weldon, NC | E. Glenn Echerd, Easterseals Program
Supervisor |
| D. | Sheriff Office's Budget Donation Line Creation and Acceptance of Donations | Sheriff S. Wes Tripp, Sheriff's Office |
| E. | Sheriff's Office Cell Reception Booster Lease | Mary W. Duncan, Finance Director |
| F. | Waiver of Occupancy Penalty for Red Roof Inn | Mary W. Duncan, Finance Director |
| G. | Hazard Mitigation Grant Program Design and Engineering Services Contract | Chris D. Rountree, Planning and
Development Services |
| H. | Repeal and Replacement, Chapter 26, Civil Emergencies, Halifax County Code of Ordinances | Buddy Wrenn, Emergency
Management Coordinator |
| 7. | Board Appointments | |
| A. | Board Appointments | County Commissioners |
| 8. | Economic Development Report | |
| 9. | County Manager's Report | |
| 10. | County Attorney's Report | |
| A. | Ratification of Resolution Regarding CDBG Application Related to JBB Packaging LLC | M. Glynn Rollins, Jr., County Attorney |
| 11. | Other Business | County Commissioners |
| 12. | Closed Session | County Commissioners |
| A. | Approval of Closed Session Minutes | |
| 13. | Adjourn Until The September 3, 2019 Regular Meeting | County Commissioners |

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



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

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

SUBJECT: Approval of Minutes

DATE: August 12, 2019 Regular Meeting

SUPPORTING INFORMATION:

Attached, please find draft minutes for your review.

ATTACHMENTS:

Description

- ▢ May 6, 2019 Board of Equalization and Review Meeting
- ▢ May 6, 2019 Regular Meeting
- ▢ May 20, 2019 Regular Meeting
- ▢ June 3, 2019 Regular Meeting
- ▢ June 17, 2019 Regular Meeting

TOTAL COST:

COUNTY COST:

REQUEST: Approve the draft minutes.

**MINUTES
HALIFAX COUNTY
BOARD OF EQUALIZATION AND REVIEW MEETING
MAY 6, 2019**

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

The Halifax County Board of Commissioners held a Board of Equalization and Review Meeting on Monday, May 6, 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
C. Shane Lynch, Clerk to the Board of Equalization and Review
Andrea H. Wiggins, MMC, Clerk to the Board/Assistant to the County Manager
M. Glynn Rollins, Jr., County Attorney
Dia H. Denton, Deputy County Manager
Mary W. Duncan, Finance Director
Renee Perry, Human Resources Management Director
Ian Bumgarner, Senior Management Analyst
Michelle F. Moseley, Paralegal

1. Call to Order

Chairman Bryant called the meeting to order.

2. Conflict of Interest

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

3. Board of Equalization and Review Appeals Presentation

A. Brian Sommer, Parcel 0903678

After being sworn in for all the appeals on the agenda, C. Shane Lynch, County Assessor, addressed the Board and stated that Brian Sommer appealed the value of parcel 0903678 on April 4, 2019. Upon review by Lynne Simeon, Real Property Appraiser, the only appropriate adjustment involved the outbuilding value. The land and dwelling value were deemed to be appropriate. The appraiser spoke with Mr. Sommer and he agreed with the proposed value. It was requested that the Board approve the change in value for parcel 0903678 from \$130,900 to \$130,300 for the 2019 tax year, which is attached to these minutes as Attachment A.

Commissioner Manning moved to approve the appeal regarding Brian Sommer, parcel 0903678, from \$130,900 to \$130,300 for the 2019 tax year. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

B. Brian Sommer, Parcel 0706287

C. Shane Lynch, County Assessor, addressed the Board and stated that Brian Sommer appealed the property value for parcel 0706287 on April 3, 2019. Upon review by Lynne Simeon, Real Property Appraiser, along with information from the Environmental Health Department, the land codes for the 18.43-acre parcel were adjusted to reflect the proposed use of the property. The appraiser spoke with Mr. Sommer and he agreed with the proposed changes. It was requested that the Board approve the change in value for parcel 0706287 from \$141,600 to \$70,100 for the 2019 tax year, which is attached to these minutes as Attachment B.

Commissioner Brewer moved to approve the change in value regarding Brian Sommer, parcel 0706287, from \$141,600 to \$70,100 for the 2019 tax year. Commissioner Smith seconded the motion, which passed unanimously by voice vote.

C. John Galloway, Parcel 0706286

C. Shane Lynch, County Assessor, addressed the Board and stated that John Galloway appealed the value of parcel 0706286 on April 4, 2019. Upon review by Lynne Simeon, Real Property Appraiser, along with information from the Environmental Health Department, the land codes for the 21.8-acre parcel were adjusted to reflect the proposed use of the property. The appraiser spoke with Mr. Galloway and he agreed with the proposed value. It was requested that the Board approve the change in value for parcel 0706286 from \$146,700 to \$73,600 for the 2019 tax year, which is attached to these minutes as Attachment C.

Commissioner Johnson moved to approve the change in value regarding John Galloway, parcel 0706286, from \$146,700 to \$73,600 for the 2019 tax year. Commissioner Manning seconded the motion, which passed unanimously by voice vote.

D. Rural Health Group, Inc., Property Tax Exemption

C. Shane Lynch, County Assessor, addressed the Board and stated that Rural Health Group, Inc., applied for a property tax exemption on parcels 0910994, 0910985, 0911003, 0911002, 0910988, and 0910986 for 2019 under N. C. G. S. 105-278.8 Charitable Hospital Purposes as the parcels were condominiums purchased to provide housing for physicians and

students. On March 4, 2019, the application was denied as condominiums did not qualify under the use requirement of N. C. G. S. 105-278.8. On March 29, 2019, the legal counsel for Rural Health Group, Inc., appealed the decision citing North Carolina Court of Appeals case *Moses H. Cone Memorial Hospital*. The contention was that the condominiums were used for the recruitment and retention of physicians and students. After consulting with the legal counsel for the North Carolina Department of Revenue Property Tax Division it was found that the application and use was comparable to the Court of Appeals case. It was requested that the Board reverse his denial of the exemption application for the parcels and approve the application based on the new information provided, which is attached to these minutes as Attachment D. Commissioner Qualls arrived at the meeting during this report.

Commissioner Brewer moved to reverse the previous decision of the County Assessor and approve the Rural Health Group, Inc., property tax exemption on parcels 0910994, 0910985, 0911003, 0911002, 0910988, and 0910986 for 2019 tax year. Commissioner Johnson seconded the motion.

The votes were as follows:

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

E. Sylvan Heights Bird Park, Parcel 1100754, Late 2019 Property Tax Exclusion Application

C. Shane Lynch, County Assessor, addressed the Board and requested the approval of a late 2019 property tax exclusion application for Sylvan Heights Bird Park, parcel 1100754. The Tax Department reviewed Sylvan Heights Bird Park application and had it been received before the January 31, 2019 deadline, the request for exclusion would have been approved. The letter of request from Sylvan Heights Bird Park, the late 2019 application for property tax exclusion, N. C. G. S. §105-278.7 noting the exclusion criteria, and N. C. G. S. §105-282.1(a1) which addressed the late application were provided for the Board's review. It was requested that the Board approve the late 2019 property tax exclusion application as it was the only recourse Sylvan Heights Bird Park had to obtain the property tax exclusion for the 2019 tax year. If approved, Sylvan Heights Bird Park was aware that this application was only for 2019 and they would have to submit a timely application for 2020.

Commissioner Manning moved to approve the 2019 late property tax exclusion application regarding Sylvan Heights Bird Park, parcel 1100754. Commissioner Smith seconded the motion, which passed unanimously by voice vote.

F. White's Auto, LLC, and White Ford, LLC

C. Shane Lynch, County Assessor, addressed the Board requesting that the Board make a determination on whether or not to compromise, settle, or adjust the 2018 (10%), 2017 (20%), 2016 (30%), 2015 (40%), 2014 (50%) and 2013 (60%) late list penalties on business personal property owned by White's Auto, LLC, in the amount of \$4,264.33 and White Ford, LLC, in the amount of \$3,229.41 as two separate accounts. In the State of North Carolina, businesses were required to list any business-related personal property and/or business-related improvements to leased real property during the annual listing period each year. When a business does not accurately list their personal property or list it at all, N. C. G. S. §105-312 allowed the Assessor to create a discovery bill for the current year and for any of the preceding five years during which it escaped taxation. The same statute allowed the Tax Assessor and Tax Collector to add a penalty of 10% of the amount of the tax for the earliest year in which the property was not listed, plus an additional 10% of the same amount for each subsequent listing period that elapsed before the property was discovered. This statute also gives the Board of Equalization and Review the authority to compromise, settle, or adjust the taxes and penalty. The owner of White's Auto, LLC, and White Ford, LLC, had requested any consideration the Board could provide regarding the late list penalties applied to the two discovery bills which had been penalized at the maximum penalty allowed by law. Letters from the accountant of the property owner, a copy of N. C. G. S. §105-312 regarding discovered property, appraisal, and penalty had been provided for the Board's review. It was requested that the Board decide whether to leave the penalty as is or whether to compromise, settle, or adjust the late list penalties for White's Auto, LLC, and White Ford, LLC, business personal property for the 2013 -2018 tax years.

After being sworn in by the Chairman, Lawrence White, owner of White's Auto, LLC, and White Ford, LLC, addressed the Board and provided a brief history regarding both businesses and stated that his listings were now current. He stated that when he provided the operating statement to the auditor for auditing purposes it included machinery, parts, special tools, and equipment that were outdated, along with assets that were located at other dealerships in other counties and some equipment that had been disposed. The vehicles that were not registered and were for sale were also being taxed because they were used for the purposes of the business. Since January, Mr. White had been paying the County \$5,600 monthly towards the principle tax on the discovery bill. He stated that the personal property listing was now correct and requested that penalties and interest be waived.

After a brief discussion was held, Mr. Lynch stated that the total penalty for the period of 2013 - 2018 for White Ford, LLC, was in the amount of \$4,264.33 and White's Auto, LLC, in the amount of \$3,229.41.

Commissioner Bryant moved to approve a 10% compromise regarding the late list penalties for White's Auto, LLC, and White Ford, LLC, business personal property for the 2013 - 2018 tax years. Commissioner Manning seconded the motion, which passed unanimously by voice vote.

4. Adjournment Pursuant to N. C. G. S. §105-322(f)

Commissioner Smith moved to adjourn the Board of Equalization and Review Meeting. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

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

Attachment A

FROM:OR SURGICAL TO:912525839311 05/02/2019 09:51:42 #454 P.002/002

NORTH CAROLINA

HALIFAX COUNTY

BEFORE THE HALIFAX COUNTY
BOARD OF EQUALIZATION
AND REVIEW

In the Matter of the Tax Appeal of
508 Roanoke Ave., Roanoke Rapids
Mr. Brian Sommer

Taxpayer

CONSENT DECISION

This matter coming on to be heard by the Halifax County Board of Equalization and Review regarding the Tax Appeal by Mr. Brian Sommer regarding the following property:

County Identification/Description of Property Under Appeal:

Parcel/PIN/Account#: 0903678 Property Address: 508 Roanoke Avenue, Roanoke Rapids

Description of Property: Residential Dwelling Assessed Valuation Under Appeal: \$130,900

☒ Real ☐ Personal ☐ Both

It appearing to the Board that the County Assessor and the Taxpayer have engaged in discussions prior to this hearing, and after the exchange of information and/or negotiation, have reached consensus that the adjusted assessed valuation of the property of the property should be \$ \$130,300 ; and

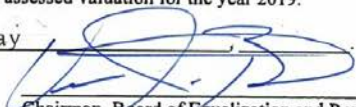
It further appearing to the board that the County Assessor and the Taxpayer both request that the Board adopt the adjusted assessed valuation agreed to by consensus; and

It further appearing that if the requested valuation is adopted by the Board, the Taxpayer will waive the right to further appeals for the year 2019;

NOW, THEREFORE, based upon the representations made by the County Assessor and the Taxpayer and by other evidence and testimony presented, the Board renders the following DECISION:

1. The assessed value of the above-referenced property for the year 2019 is \$130,300.
2. The Taxpayer waives any further appeal of assessed valuation for the year 2019.

Adopted by the Board this 6th day of May


Chairman, Board of Equalization and Review

We Consent and Ask That It Be Done:

C. Shane Lynn
County Assessor

Date: 5/2/19

Brian Sommer
Taxpayer

Date: 5-2-19

Attachment B

FROM:OR SURGICAL TO:912525839311 05/02/2019 09:51:00 #454 P.001/002

NORTH CAROLINA

BEFORE THE HALIFAX COUNTY
BOARD OF EQUALIZATION
AND REVIEW

HALIFAX COUNTY

In the Matter of the Tax Appeal of
18.43 acres Stonegate subdivision, Roanoke Rapids
Mr. Brian Sommer
Taxpayer

CONSENT DECISION

This matter coming on to be heard by the Halifax County Board of Equalization and Review regarding the Tax Appeal by Mr. Brian Sommer regarding the following property:

County Identification/Description of Property Under Appeal:
Parcel/PIN/Account#: 0706287 Property Address: Thelma Road, Roanoke Rapids
Description of Property: Vacant Land Assessed Valuation Under Appeal: \$141,600
☒ Real ☐ Personal ☐ Both

It appearing to the Board that the County Assessor and the Taxpayer have engaged in discussions prior to this hearing, and after the exchange of information and/or negotiation, have reached consensus that the adjusted assessed valuation of the property of the property should be \$ \$70,100 ; and

It further appearing to the board that the County Assessor and the Taxpayer both request that the Board adopt the adjusted assessed valuation agreed to by consensus; and

It further appearing that if the requested valuation is adopted by the Board, the Taxpayer will waive the right to further appeals for the year 2019;

NOW, THEREFORE, based upon the representations made by the County Assessor and the Taxpayer and by other evidence and testimony presented, the Board renders the following DECISION:

1. The assessed value of the above-referenced property for the year 2019 is \$70,100.
2. The Taxpayer waives any further appeal of assessed valuation for the year 2019.

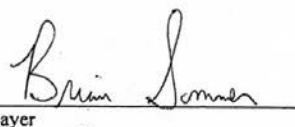
Adopted by the Board this 6th day of May


Chairman, Board of Equalization and Review

We Consent and Ask That It Be Done:


County Assessor

Date: 5/2/19


Taxpayer

Date: 5-2-19

Attachment C

NORTH CAROLINA

BEFORE THE HALIFAX COUNTY
BOARD OF EQUALIZATION
AND REVIEW

HALIFAX COUNTY

In the Matter of the Tax Appeal of

21.8 acres Stonegate subdivision, Roanoke Rapids

Mr. John Galloway

CONSENT DECISION

Taxpayer

This matter coming on to be heard by the Halifax County Board of Equalization and Review regarding the Tax Appeal by Mr. John Galloway regarding the following property:

County Identification/Description of Property Under Appeal:

Parcel/PIN/Account#: 0706286

Property Address: Thelma Road, Roanoke Rapids

Description of Property: Vacant Land

Assessed Valuation Under Appeal: \$146,700

☒ Real ☐ Personal ☐ Both

It appearing to the Board that the County Assessor and the Taxpayer have engaged in discussions prior to this hearing, and after the exchange of information and/or negotiation, have reached consensus that the adjusted assessed valuation of the property of the property should be \$ \$73,600; and


It further appearing to the board that the County Assessor and the Taxpayer both request that the Board adopt the adjusted assessed valuation agreed to by consensus; and

It further appearing that if the requested valuation is adopted by the Board, the Taxpayer will waive the right to further appeals for the year 2019;

NOW, THEREFORE, based upon the representations made by the County Assessor and the Taxpayer and by other evidence and testimony presented, the Board renders the following DECISION:

1. The assessed value of the above-referenced property for the year 2019 is \$73,600.
2. The Taxpayer waives any further appeal of assessed valuation for the year 2019.

Adopted by the Board this 6th day of May



Chairman, Board of Equalization and Review

We Consent and Ask That It Be Done:



County Assessor



Taxpayer

Date: 5/2/19

Date: 5.2.19

Attachment D

NORTH CAROLINA

HALIFAX COUNTY

BEFORE THE HALIFAX COUNTY
BOARD OF EQUALIZATION
AND REVIEW

In the Matter of the Tax Appeal of
Rural Health Group, Inc.,
Taxpayer

DECISION

This matter coming on to be heard by the Halifax County Board of Equalization and Review (the Board) regarding the tax appeal by Rural Health Group, Inc. regarding the following property:

County Identification/Description of Property Under Appeal:

Parcel(s) **0910994, 0910985, 0911003, 0911002, 0910988 and 0910986**

Property Address: **606, 607, 803, 503, 601 and 603 Cambridge Ct., Roanoke Rapids, NC**

Description of Property: **Condominiums used for physician and student intern housing**

After receiving testimony from the Tax Assessor and receiving certain documents into the record described below, the Board makes the following findings:

1. The Taxpayer is Rural Health Group, Inc., a North Carolina nonprofit corporation.
2. The Taxpayer enjoys an exemption from property taxes under G.S. § 105-278.8 for various health care facilities in Halifax County, principally located at 2066 NC Hwy 125, Weldon, NC. The Tax Assessor does not challenge whether the Taxpayer presently qualifies as a charitable hospital under G.S. § 105-278.8 entitled to a property tax exemption as to these health care facilities. This appeal only concerns whether the six condominiums identified above qualify for the same exemption.
3. On March 4, 2019, the Tax Assessor denied the Taxpayer's request for exemption under G.S. § 105-278.8, and the Taxpayer filed a timely appeal to this Board.
4. On March 29, 2019, the Tax Assessor received a letter from Emily M. Meeker, counsel for the Taxpayer. At the request of the Tax Assessor, this letter has been received into evidence. Based upon the information provided by Taxpayer's counsel in this letter concerning the use of the six condominiums, which is stipulated by the Tax Assessor, the Board finds:
 - a. The Taxpayer is a non-profit, federally qualified community health center providing primary medical care, dental care, and other health-related services, serving a federally designated medically-underserved population.
 - b. The Taxpayer struggles with recruiting and retaining medical providers for its patients. It purchased the condominiums at issue because some of its providers were having difficulty finding short-term housing in this area. Compared to these condominiums, hotels are expensive and do not have adequate amenities. Adequate short-term apartment rentals were unavailable in this area.
 - c. These units are exclusively used by Taxpayer's providers such as visiting professors and medical students, doctors who are on-call but do not live close-by, temporary medical providers, and new hires as they search for permanent housing. Providers can stay from one night to several months, depending on their schedule and needs. The Taxpayer subsidizes the cost of the housing for its providers. Some providers stay for free, and others stay for \$10 per night, with a maximum amount of \$300 per


Attachment D

month. The units are not available for rent by any persons not associated with providing health care through the Taxpayer's facilities.

Based upon the forgoing findings, the Board concludes that the availability of the six condominiums is reasonably necessary to accomplish the Taxpayer's charitable hospital purpose and that these properties are actually and exclusively used for such purpose. Therefore these properties qualify for exemption. This conclusion is consistent with the holding of the N. C. Court of Appeals in *In re Moses H. Cone Memorial Hosp.*, 113 N.C. App. 562, 578-79, 439 S.E.2d 778, 787 (N.C. App. 1994).

NOW, THEREFORE, based upon the evidence and testimony presented regarding current use and necessity, it is the DECISION of the Board that tax parcels 0910994, 0910985, 0911003, 0911002, 0910988 and 0910986 presently qualify for the property tax exemption allowed under G.S. § 105-278.8.

Adopted by the Board this 6th day of May, 2019.



Chairman, Board of Equalization and Review

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

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

The Halifax County Board of Commissioners held a Regular Meeting on Monday, May 6, 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 Smith provided the invocation and the Pledge of Allegiance was then recited.

Adoption of the Agenda

Commissioner Manning requested that Item 5.A. Charters of Freedom Final Report be moved to Item 2B. Charters of Freedom Final Report and that all other items be subsequently numbered. Commissioner Smith requested that Item 7.G. FY 2019-2020 Juvenile Crime Prevention Council Funding Plan be removed from the agenda and placed on the May 20, 2019 Regular Meeting agenda.

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

Conflict of Interest

Commissioner Manning stated that he may have a perceived conflict regarding Item 2.C. Sons of the American Revolution Law Enforcement Commendation Medal - Lieutenant Steven Casey, Sheriff's Office. There was no conflict of interest noted by any other member of the Board.

1. Consent Agenda

Commissioner Johnson moved to approve the following 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 March 11, 2019 Regular Meeting, April 1, 2019 Board of Equalization and Review Meeting, and April 1, 2019 Regular 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 Releases - April 2019

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

D. WIOA Student Incentive Grant

Arthur Whitehead, Cooperative Extension Director, requested that the Board approve the submission of the WIOA Student Incentive Grant application, the receipt of funds if awarded, and authorize the appropriate staff to execute the necessary documents.

2. Special Recognitions

A. Charters of Freedom Certificates of Appreciation

Chairman Bryant and Tony N. Brown, County Manager, presented a Certificate of Appreciation to Ed Johnson, Operations Director, and staff for their expeditious work and excellent craftsmanship in constructing the display cases for the Charters of Freedom Project.

Commissioner Manning presented a Certificate of Appreciation to Ken Wilson, Charters of Freedom Champion, for his untiring fundraising efforts, service as Charters of Freedom Champion, and support of the unveiling of the newly constructed Charters of Freedom display.

B. Charters of Freedom Project Final Report

Ken Wilson, Charters of Freedom Champion, presented the final report regarding the Charters of Freedom Project. To date, the Charters of Freedom Project had received monetary contributions in the amount of \$11,035 and donated goods and services in the amount of \$762.30, which totaled \$11,797.30. There were 29 individuals, companies, and entities that contributed to the project, of which 16 names would be listed on the donor's plaque for donating \$500 or more. All publicity surrounding the Charters of Freedom Project had been provided to David W. Streater, State Director of Foundation Forward, Inc., and archival paper and envelopes had been distributed for comments to be enclosed in the time capsule.

C. Sons of the American Revolution Law Enforcement Commendation Medal – Lieutenant Steven Casey, Sheriff's Office

Ken Wilson, Sons of the American Revolution, recognized and presented Lieutenant Steven Casey, Halifax County Law Enforcement Officer, with the Sons of the American Revolution Law Enforcement Commendation Medal for his outstanding performance and dedication to duty.

D. 2019 Lake Gaston Clean-Up Day Resolution

Moiria J. Underwood, Lake Gaston Association, read and presented the 2019 Take Pride in Lake Gaston Clean-Up Day Resolution, which is attached to these minutes as Attachment B.

Commissioner Manning moved to adopt the 2019 Take Pride in Lake Gaston Clean-Up Day Resolution. 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 comments during the public comment period.

4. Public Hearing

A. Moratorium on Permit Applications for Solar Energy Systems

Prior to a public hearing pursuant to N. C. G. S. §158-7.1(c), Chris Rountree, Planning and Development Services Director, presented information regarding the moratorium on permit applications for solar energy systems. On Wednesday, March 20, 2019, the Halifax County Planning Board held a public hearing on the first draft of a proposed solar energy development ordinance. Following the public hearing, it was determined by the Planning Board that further deliberations were needed before making a final recommendation to the Board of Commissioners regarding the proposed ordinance. Pending that action, the Planning Board recommended that the Board of Commissioners consider imposing a moratorium on the acceptance of any permit applications for solar energy systems pursuant to N. C. G. S. §153A-340(h), which was provided for the Board's review. During this time period, the Planning Board would complete its review of the proposed ordinance and refer the proposal to the Board of Commissioners for action before the end of the moratorium period. It was requested that the Board adopt the ordinance imposing a moratorium on the acceptance, processing, or consideration of applications for solar energy systems pursuant to N. C. G. S. §153A-340(h), which is attached to these minutes as Attachment C.

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

Chairman Bryant inquired if there was anyone from the public that wished to comment regarding the moratorium on permit application for solar energy systems.

After comments were received from Jerry E. Edmonds III, Halifax Community College, Small Business Center Director, 100 College Drive, Weldon; Kara W. Price, Geenex Solar Director of Project Development, 1910 Abbott Street, Suite 200, Charlotte; Jim Harris, Geenex Solar Manager of Land Development, 1910 Abbott Street, Suite 200, Charlotte; Mazine Lowe, Center for Energy Education Executive Director, 460 Airport Road, Roanoke Rapids; Arthur Whitehead, Halifax County Cooperative Extension Director, 359 Ferrell Lane, Halifax; and J. Rives Manning, Jr., 900 Monroe Street, Roanoke Rapids; Commissioner Smith moved that the public hearing be closed. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

5. Action on Public Hearing

A. Moratorium on Permit Application for Solar Energy Systems

After a brief discussion was held, Commissioner Qualls moved to approve the adoption of an ordinance establishing a development moratorium on the acceptance of any permit applications for solar energy systems pursuant to N. C. G. S. §153A-340(h) for 65 days. Commissioner Johnson seconded the motion.

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

Commissioner Qualls	Aye
Commissioner Brewer	Aye

6. Agenda Items

A. Joseph Montfort Amphitheater Design Presentation Update

Alicia Kirwan, Skinner Farlow Kirwan Architecture, addressed the Board and provided a brief PowerPoint presentation regarding the Joseph Montfort Amphitheater. The program elements consisted of the following: Amphitheater seating to accommodate 400 to 450 patrons; dressing rooms, storage, and backstage area to support stage functions; concessions and restroom building; lighting stands and miscellaneous structures to support the site; ADA parking; and vehicular access to the backstage area. The design criteria consisted of the following: A variety of seating that allows flexibility of use and some seating with backs; create a space that supports multiple civic and cultural functions in addition to outdoor dramas; school parking or new parking lot options; utilize forms and materials that were familiar and not disruptive to the experience of Historic Halifax; and provide a design that minimizes maintenance for the County. The renovation costs were as follows: Phase I Building and General Condition \$707,382 and Site Development \$891,561 totaled \$1,598,943. Phase II Building and General Condition \$484,223 and Site Development \$467,483 totaled \$951,706. Phase III Options A. School Parking Lot Improvements \$99,744 and B. New Parking Improvements on Vacant Lot \$281,615 totaled \$381,359. The construction cost for all phases and parking options totaled \$2,956,219.

B. Halifax County Schools Lottery Funds Request

Tony Alston, Halifax County Schools Director of School Operations, addressed the Board requesting lottery funds in the amount of \$130,000 to replace one of the chillers at William R. Davie STEM Academy.

Commissioner Qualls moved to approve the Halifax County Schools lottery funds requests in the amount of \$130,000 to replace one of the chillers at William R. Davie STEM Academy. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

C. Child Fatality Prevention Team Annual Report

Bruce L. Robistow, Public Health Director, addressed the Board stating that the 2018 Child Fatality Prevention Team Annual Report was being submitted for informational purposes only, as required by the State Child Health Contract Addenda. The report contained specific case information and recommendations on cases reviewed by the Child Fatality Prevention Team regarding child fatalities that occurred in 2017. There were no new member appointments to the Child Fatality Prevention Team. It was requested that the Board accept the Child Fatality Prevention Team Annual Report.

Commissioner Johnson moved to accept the Child Fatality Prevention Team Annual Report. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

D. 2019 Health Needs Assessment

Bruce L. Robistow, Public Health Director, addressed the Board stating that the 2019 Community Health Needs Assessment was being submitted for informational purposes only and was conducted once every four years. The Halifax County Health Department and Halifax Regional Medical Center collaborated with Health ENC to provide the community with a health needs assessment. The report provided an overview of the methods and processes used to identify and prioritize significant health needs in the County. The top community health concerns consisted of the economy, physical activity and nutrition, obesity, maternal, fetal, and infant health, prevention and safety, public safety, substance abuse, tobacco use, and transportation. The 2018 to 2021 Community Health Priorities consisted of obesity, physical activity and nutrition, and maternal, fetal, and infant health. The 2019 Health Needs Assessment was approved by the Health Board during its February 25, 2019 meeting.

E. Halifax Cooperative Extension Programs Report

Arthur Whitehead, Cooperative Extension Director, addressed the Board and provided a brief PowerPoint presentation regarding Cooperative Extension Programs. The 4-H Rural Life Center expansion included a pond that was filled with fish, a new playground for youth and adults, a basketball court that was used daily and frisbee golf. The 4-H Rural Life Center was also the site for the annual Halifax County Harvest Days and summer day camps. Approximately 600 campers attended the camps to learn life skills and gardening. The 4-H Youth Development Program consisted of a Northeast District Teen Retreat, 4-H Congress Leadership Conference, and livestock projects. The Family and Consumer Sciences Program provided nutrition education, local food safety, and preservation. The SNAP-Ed Nutrition Program educated and inspired families with limited resources to adopt healthy eating and physical activity. The Horticultural Program offered educational classes on wreath-making and beekeeping. The Roanoke Valley Farmers Market opened on Saturdays from 8:00 A. M. until 2:00 P. M. from May until November and provided fruits, vegetable, baked goods, plants, grass feed beef, and pasture-raised pork. The 4-H Livestock Program provided livestock procedures, animal health and nutrition, waste management education, and the annual Cattleman's Beef Roast. Meetings were held monthly by the Halifax County Horse Council which provided equine vaccination clinics, equine dental clinics, trail challenges, and horse shows. Operation Restart consisted of WIOA Student Incentive, life and job skills, welding classes, resume workshops, community service, literacy skills, and cultural enrichment.

F. 2019 Recreation Partners Program

Ian Bumgarner, Senior Management Analyst, addressed the Board and stated that funds had been allocated in the amount of \$35,000 for the 2019 Recreation Partners Program. It was requested that the Board approve the funding recommendations of the committee and carry forward any remaining funds to the 2020 Recreation Partners Program as follows: Lakeland Cultural Arts Center \$2,000; Boys and Girls Club of Northeastern North Carolina \$2,000; A Better Chance a Better Community \$3,000; Together Transforming Lives, Inc. \$3,750; Jack Rabbit Sports Complex \$2,000; C. A. R. E. John 3:16 \$2,000; Haliwa-Saponi Indian Tribe \$2,000, Lincoln Heights Community Center \$2,000; Joy Community Development Corporation

\$2,000; Scotland Neck Education and Recreation Foundation \$2,000; Quankey Missionary Baptist Church \$2,000; and Tillery Spectrum Connections, Inc. \$2,000 for a total amount of \$26,750.

Commissioner Qualls moved to approve the 2019 Recreation Partners Program 12 funding recommendations in the total amount of \$26,750, authorize the appropriate staff to enter into agreements with the selected organizations, and carry forward any remaining funds to the 2020 Recreation Partners Program. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

7. Board Appointments

Roanoke Rapids Planning Board

Commissioner Manning moved to waive the term limit and reappoint Terry Campbell to serve on the Roanoke Rapids Planning Board, term expiring May 31, 2022. Commissioner Smith seconded the motion, which passed unanimously by voice vote.

Weldon Board of Adjustment

Commissioner Brewer moved to reappoint John Armstrong to serve on the Weldon Board of Adjustment, term expiring May 31, 2022. Commissioner Qualls seconded the motion, which passed unanimously by voice vote.

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

8. 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.

Mrs. Scott provided a memorandum for the Board's review documenting the procurement process to provide engineering services regarding the JBB Packaging Rail Spur Project. Three firms submitted proposals in response to the announcement for rail engineering services: CivilSmith, PLLC; STX Corporation; and Appian Consulting Engineers, P A. Based on the evaluation of the proposals, it was requested that the Board approve Civil Smith, PLLC, as the engineering firm for the JBB Packaging Rail Spur Project and to authorize staff to negotiate a contract.

Commissioner Manning moved to approve Civil Smith, PLLC, as the engineering firm for the JBB Packaging Rail Spur Project and to authorize staff to negotiate a contract. Commissioner Qualls seconded the motion, which passed unanimously by voice vote.

9. County Manager's Report

A. NCEast Alliance Funding Request

Tony N. Brown, County Manager, addressed the Board stating that the NCEast Alliance was requesting funding at \$.30 per capita rate, \$15,393, for FY 2019-2020 to continue participating in the regional marketing and recruiting efforts. After discussions were held with Management Team and Cathy Scott, Economic Development Director, it was found that there was very little need for support from the NCEast Alliance over the past five years and was not considered to be a valid expense for the County. It was recommended that the Board deny the funding request of NCEast Alliance.

Commissioner Manning moved to deny the funding request of the NCEast Alliance. Commissioner Qualls seconded the motion, which passed unanimously by voice vote.

10. County Attorney's Report

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

11. Other Business

Commissioner Manning addressed the Board with concerns regarding why amendments were made to the Voluntary Agricultural District Ordinance during the April 1, 2019 Regular Meeting, in which the requirement for a public hearing before the Voluntary Agriculture Advisory Board prior to a condemnation action by a State agency was removed from the ordinance. Attorney Rollins advised that the amendment was not requested by the North Carolina Department of Transportation or any other State agency.

12. Closed Session

Commissioner Brewer 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 Johnson seconded the motion, which passed unanimously by voice vote.

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

M. Glynn Rollins, Jr., County Attorney, addressed the Board stating that a request was received from the legal counsel of Vidant Health and Halifax Regional Medical Center to rescind the entire Assignment and Assumption Agreement that was part of the original transfer of the hospital to Halifax Memorial Hospital, Inc., dated March 2, 1992. It was recommended that the Board not rescind the entire Assignment and Assumption Agreement but to delete paragraph 4. Corporate Governance and Changes of the Assignment and Assumption Agreement, which relinquished the County's board appointment control and in exchange Vidant Health and Halifax Regional Medical Center must agree to never change Article 7 of the Hospital's Corporate Articles of Incorporation.

Commissioner Manning moved not rescind the entire Assignment and Assumption Agreement but to delete paragraph 4. Corporate Governance and Changes of the Assignment and Assumption Agreement, which relinquished the County's board appointment control and in exchange Vidant Health and Halifax Regional Medical Center must agree to never change Article 7 of the Hospital's Corporate Articles of Incorporation. Commissioner Qualls seconded the motion, which passed unanimously by voice vote.

13. Adjourn until the May 20, 2019 Regular Meeting

Commissioner Qualls moved to adjourned the meeting until the May 20, 2019 Regular Meeting at 9:30 A. M. in the Historic Courthouse. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

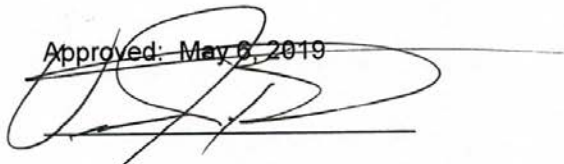
Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

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

Attachment A

Budget Amendments	Fiscal Year 18 - 19	May 6, 2019
1 General Government - Transfer prior years' excess cash from DSS to General Fund		\$ 3,000,000.00
2 Education Current Expense - Increase budget due to an increase in revenue collections		50,700.00
3 Sheriff - Budget insurance claim proceeds from a not at-fault motor vehicle accident (deer supplemental)		504.88
4 Sheriff - Budget insurance claim proceeds from an at-fault motor vehicle accident - Supplemental payment		1,506.17
5 Sheriff - Budget insurance claim proceeds from a not at-fault motor vehicle accident (Deer)		1,623.80
6 Sheriff - Budget insurance claim proceeds from an at-fault motor vehicle accident (Distracted driver)		3,107.08
7 Sheriff - Budget insurance claim proceeds from a not at-fault motor vehicle accident (Deer)		5,330.30
8 DSS - Budget insurance claim proceeds from an at-fault motor vehicle accident (Distracted driver)		2,340.00
9 DSS - Transfer prior years' excess cash from DSS to General Fund		3,000,000.00
10 Cooperative Extension - Extension Agent Program - Budget additional revenues and donations		4,100.00
11 Cooperative Extension - County Extension Program - Budget additional donations		702.00
12 Solid Waste - Tire Disposal Fund - Transfer funds from SW Disposal to Tire Disposal for expenses through end of fiscal year		30,000.00

Approved: May 6, 2019



Vernon J. Bryant
Chairman



**RESOLUTION
IN SUPPORT OF TAKE PRIDE IN
2019 LAKE GASTON CLEAN-UP DAY**

WHEREAS, there is a need to improve the appearance of Lake Gaston by removing litter and debris that create eyesores and harm the environment; and

WHEREAS, a clean Lake Gaston environment positively impacts water safety, economic development, travel, tourism, and quality of life; and

WHEREAS, the Lake Gaston Association is sponsoring Take Pride in Lake Gaston clean-up of the lake on June 1, 2019 in an effort to educate citizens on the harmful effects of litter; and

WHEREAS, there is a need for citizen participation in maintaining the beauty of our county; and

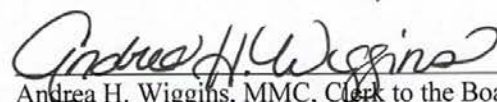
WHEREAS, it is in the interest of Halifax County to support our volunteers in efforts to improve the appearance of the county.

NOW, THEREFORE, BE IT RESOLVED, that the Halifax County Board of Commissioners endorses and supports the 2019 Take Pride in Lake Gaston Clean-up Day initiative.

Adopted this the 6th day of May, 2019.




Vernon J. Bryant, Chairman
Halifax County Board of Commissioners


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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

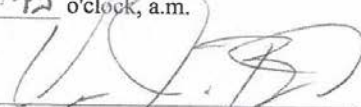
V. IMPOSITION OF MORATORIUM

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

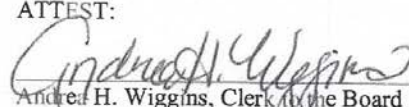
Attachment C

land within the county for a solar energy system.

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


Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

ATTEST:


Andrea H. Wiggins, Clerk of the Board

(COUNTY SEAL)

**MINUTES
HALIFAX COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING
MAY 20, 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, May 20, 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
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

Chairman Bryant 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 Smith seconded the motion, which passed unanimously by voice vote.

Conflict of Interest

Commissioner Smith stated that there may be a perceived conflict of interest regarding Item 1C. FY 2019-2020 Juvenile Crime Prevention Council Funding Plan. As Chairman of the Juvenile Crime Prevention Council, no monetary compensation was received. There was no conflict of interest noted by any other member of the Board.

1. Agenda Items

A. Resolution in Support of the Current ABC Control System for the Sale of Liquor

Robert F. Shields, Alcoholic Beverage Control Board Chairman, addressed the Board and introduced Derian Caudle, Halifax County Alcoholic Beverage Control General Manager. He requested that the Board adopt a resolution in support of the current Alcoholic Beverage Control System for the sale of liquor.

Derian Caudle, Halifax County Alcoholic Beverage Control General Manager, addressed the Board stating that the citizens of Halifax County voted to permit the sale of liquor through the establishment of an ABC Board, which was a part of the North Carolina Control System for the sale of spirituous liquors. House Bill 971, Modern Licensure Model for Alcohol Control, was filed on April 25, 2019 and would privatize the retail sale and wholesale distribution of liquor, allows a minimum of 1,500 permits to be issued to any business that sold food and to any retail business, with additional permits available for issuance based on population growth with retail liquor sales authorized between the hours of 7 A. M. and 2 A. M., and with those businesses allowed to ship liquor directly to individuals in or out of the State. North Carolina's local Alcoholic Beverage Control Boards operate about 423 retail stores, balancing access to liquor and generating local revenue while maintaining control. The General Assembly's Nonpartisan Program Evaluation Division was directed to examine whether other systems for alcohol beverage control, including privatized systems, were appropriate for North Carolina, specifically the State of Washington, which recently changed its beverage control system from State government control of wholesale and retail control of spirituous liquor to a licensure model. The Program Evaluation Division Report, "Changing How North Carolina Controls Liquor Sales Has Operational, Regulatory, and Financial Ramifications", released on February 11, 2019, did not recommend privatization; found that among the southeastern states, North Carolina collected the most revenue per gallon; had the lowest outlet density and had the second lowest per capita consumption; and the Program Evaluation Division expects retail liquor consumption to increase by 20% with privatization based on 1,000 expected outlets. It was requested that the Board adopt a resolution in support of the current Alcoholic Beverage Control System for the sale of liquor, which is attached to these minutes as Attachment A.

Commissioner Brewer moved to adopt a resolution in support of the current Alcoholic Beverage Control System for the sale of liquor. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

B. Declaration of Intent to Sell Home Health and Hospice of Halifax

Bruce L. Robistow, Public Health Director, addressed the Board stating that the County was considering the sale of Home Health and Hospice of Halifax, which was a hospital facility as defined in the North Carolina General Statutes Article 2, Chapter 131E. Before selling, leasing, or otherwise conveying Home Health and Hospice of Halifax, the County must follow certain procedures which include the adoption of a resolution declaring the intent to sell Home Health and Hospice of Halifax along with the engagement of a consultant to assist with the proposed sale. It was requested that the Board adopt a resolution related to the Declaration of Intent to sell Home Health and Hospice of Halifax, which is attached to these minutes as Attachment B.

Commissioner Manning moved to adopt the resolution of the Board of Commissioners of Halifax County related to the Declaration of Intent to sell Home Health and Hospice of Halifax. Commissioner Qualls seconded the motion, which passed unanimously by voice vote.

C. FY 2019-2020 Juvenile Crime Prevention Council Funding Plan

Marcelle O. Smith, Juvenile Crime Prevention Council Chairman, addressed the Board requesting approval of the FY 2019-2020 Juvenile Crime Prevention Council Funding Plan. The Juvenile Crime Prevention Council recommended allocating the North Carolina Department of Public Safety Division of Juvenile Justice funds in the amount of \$207,002 for FY 2019-2020 as follows: Operation Restart, Interpersonal Skill Building, and Community Service \$174,906 and local in-kind \$17,491; Resolve It Together, Interpersonal Skill Building, Anger Management \$30,096 and local in-kind \$3,625; and administrative cost in the amount of \$2,000.

Commissioner Manning moved to approve the FY 2019-2020 Juvenile Crime Prevention Council Funding Plan. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

D. Audit Contract for Fiscal Year Ending June 30, 2019

Mary W. Duncan, Finance Director, addressed the Board requesting the award of a contract to provide audit services for fiscal year ending June 30, 2019. The audit request for proposals was completed in February 2019 and bids were opened on March 6, 2019 as follows: Mauldin & Jenkins, PLLC, \$59,500; Elliott Davis, LLC, \$65,550; and Thompson, Price, Scott, Adams and Company \$72,000. It was requested that the Board award the contract to Mauldin & Jenkins, PLLC, in the amount of \$59,550 to provide audit services for fiscal year ending June 30, 2019.

Commissioner Smith moved to award the contract to Mauldin & Jenkins, PLLC, in the amount of \$59,550 to provide audit services for fiscal year ending June 30, 2019. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

E. FY 2019-2020 Budget Presentation

Tony N. Brown, County Manager, addressed the Board and read the FY 2019-2020 Budget Message, which is attached to these minutes as Attachment C.

2. Other Business

Cathy A. Scott, Economic Development Director, requested that the Board approve a contract with CivilSmith, LLC, to provide engineering and related services for the JBB Rail Spur Project in the amount of \$74,260, which had been reviewed and approved by the County Attorney.

Commissioner Smith moved to approve a contract with CivilSmith, LLC, to provide engineering and related services for the JBB Rail Spur Project in the amount of \$74,260. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

3. Adjourn until the June 3, 2019 Regular Meeting at 9:30 A. M.

With there being no further matters to come before the Board, Commissioner Brewer moved that the meeting be adjourned until the June 3, 2019 Regular Meeting. Commissioner Smith seconded the motion, which passed unanimously by voice vote.

Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

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

**RESOLUTION
IN SUPPORT OF THE CURRENT ABC CONTROL SYSTEM
FOR THE SALE OF LIQUOR**

WHEREAS, the citizens of the County of Halifax voted to permit the sale of liquor through the establishment of an ABC Board, which is a part of the North Carolina's control system for the sale of spirituous liquors; and

WHEREAS, House Bill 971 (Modern Licensure Model for Alcohol Control) was filed on April 25, 2019 and this bill privatizes the retail sale and wholesale distribution of liquor, allows a minimum of 1,500 permits to be issued to any business that sells food (grocery stores, convenience stores, pharmacies, variety stores, etc.) or to any "retail business", with additional numbers of permits available for issuance based on population growth, with retail liquor sales authorized between the hours of 7 a.m. and 2 a.m., and with those businesses allowed to ship liquor directly to individuals in or out of the State; and

WHEREAS, North Carolina's local ABC boards operate about 423 retail stores, balancing access to liquor and generating local revenue while maintaining control; and

WHEREAS, the North Carolina Department of Health and Human Services website notes that *excessive alcohol use cost North Carolina more than \$7 Billion* in 2010, that excessive alcohol use is the third leading preventable cause of death in North Carolina, and that according to [Centers for Disease Control's Community Guide on Excessive Alcohol Use](#) strategies to reduce excessive drinking include maintaining State control of alcohol sales and continuing to limit the number of outlets selling and distributing alcohol; and

WHEREAS, the General Assembly's nonpartisan Program Evaluation Division (PED) was directed to examine whether other systems for alcohol beverage control, including privatized systems, are appropriate for North Carolina, specially to include the State of Washington, which recently changed its beverage control system from State government control of wholesale and retail control of spirituous liquor to a licensure model; and

WHEREAS, the PED Report, "Changing How North Carolina Controls Liquor Sales Has Operational, Regulatory, and Financial Ramifications", released on February 11, 2019: (1) did not recommend privatization, (2) found that among the southeastern states, North Carolina collects the most revenue per gallon, has the lowest outlet density and has the second lowest per capita consumption; and (3) the PED expects retail liquor consumption to increase by 20% with privatization based on 1,000 expected outlets; and

WHEREAS, for fiscal year ending 2018, local ABC boards distributed \$430,635,861: County-City Distributions \$80 million; State General Fund \$323 million; Local Alcohol Education/Treatment \$13 million; Local Law Enforcement \$8.8 million; and Rehabilitation Services \$5 million; and local ABC boards also paid \$17.7 million for the operation of the ABC Commission/Warehouse; and

WHEREAS, North Carolina is unique as it allows communities to vote to establish local

Attachment A

ABC boards for the sale of liquor in their communities, with liquor profits distributed back to those communities, thereby reducing the need to increase local property taxes; and

WHEREAS, the citizens of the County of Halifax, in voting to permit the operation of ABC stores, did not vote to allow spirits to be sold in private retail liquor stores and did not vote to allow spirits to be sold retail outlets where beer and wine are sold; and

WHEREAS, no State funds are spent to distribute or sell liquor as the State and local operation of the ABC system is receipt supported; and

WHEREAS, of the 50 states, North Carolina ranks 44th lowest in consumption per capita and 7th highest in revenue per capita and North Carolina's ABC system accomplishes both revenue and public health, welfare and safety objectives; and

WHEREAS, privatization will result in a marked increase in the number of outlets, longer hours of sale, greater advertising and more promotion, significantly more consumption, and increased societal costs; and

WHEREAS, local revenue from ABC stores operations is important; and

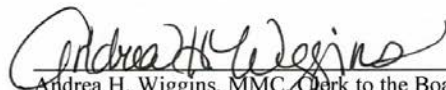
WHEREAS, local control over the sale of liquor is an important function.

NOW, THEREFORE, BE IT RESOLVED, that the County of Halifax desires to retain North Carolina's current control system for the sale of liquor and believes that privatization of liquor will lead to many adverse effects.

Adopted this 20th day of May, 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

**RESOLUTIONS OF THE BOARD OF COMMISSIONERS OF HALIFAX COUNTY
RELATED TO DECLARATION OF INTENT TO SELL HOME HEALTH AND HOSPICE OF HALIFAX**

The following Resolutions were duly adopted by the Board of Commissioners of Halifax County (the "Board"), the governing body of Halifax County (the "County") in a duly called regular meeting on May 20, 2019:

WHEREAS, the County currently owns certain assets, which assets are associated with and utilized in the operation of a Medicare-certified home health and hospice agency, Home Health and Hospice of Halifax (the "Agency");

WHEREAS, the Board has performed a review of the current home health and hospice operational environment in its region, as well as the Agency's fiscal and operational position, and has examined and considered the prospects for continuing to operate these services as an independent provider in such environment;

WHEREAS, the Board has examined the potential benefits of conveying the Agency to another operator, and believes it is in the best interest of the County and the community to further investigate the opportunities for a sale of the Agency at this time; and

WHEREAS, N.C. Gen. Stat. § 131 E-13(d) sets forth the procedural requirements by which the County must sell or otherwise convey the Agency to a third party; such procedural requirements were promulgated to ensure that all interested parties, including, without limitation, the members of the general public have the opportunity to comment about a potential sale or conveyance; and pursuant to N.C. Gen. Stat. § 131E-13(d)(1), the Board desires to declare its intent to sell the Agency.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby declares its intent to sell the Agency, contingent upon the County's receipt of an acceptable proposal for such sale, which complies with the requirements of North Carolina law and is satisfactory to the Board.

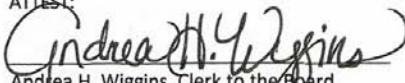
BE IT FURTHER RESOLVED, that the Board hereby authorizes the County Manager to engage health care advisors, to include external legal assistance, to request proposals from at least five (5) prospective buyers by way of Letters of Intent ("RFPs") for the sale of the Agency, which shall include a copy of N.C. Gen. Stat. § 131E-13, and if needed, to negotiate and effectuate the sale of the Agency.

These Resolutions were duly adopted by the Board, effective May 20, 2019, and have been attached to the Minutes of the Board for its duly called meeting on that date.

BOARD OF COMMISSIONERS OF HALIFAX COUNTY


Vernon J. Bryant, Chairman

ATTEST:


Andrea H. Wiggins, Clerk to the Board

May 20, 2019

Honorable Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

Dear Chairman Bryant and Board of Commissioners:

In accordance with the "Local Government Budget & Fiscal Control Act," I am honored to present our comprehensive spending plan for Halifax County Government for the upcoming fiscal year (FY) beginning July 1, 2019 and ending June 30, 2020. Further, it fulfills my obligation to present a balanced fiscal plan to you and the citizens of Halifax County. With your direction, this document represents a continuation of the many important County services we provide in the most cost-effective manner possible with no additional tax burden on our citizens.

Having weathered the recession over the past ten years, Halifax County is in an adequate fiscal position. Our biggest current challenge is investing in our future and the down-payments needed to ensure we prosper as we move forward. These challenges, along with the realities of managing increased expenditure needs with slowly improving revenue streams, will continue to increase pressures on the local property tax base.

Since my tenure began in 2007, Halifax County has met the financial goals necessary to be awarded an A+ bond rating. Additionally, our exceptional Finance Department has been the recipient of the Comprehensive Annual Financial Report (CAFR) award for the past 19 years in a row, which shows the professional level of service we strive to provide to our citizens. I am proud of the wonderful staff in our Finance Department; they are so good at what they do that a neighboring county has used our staff to address problems and implement changes to follow our practices here in Halifax County...Imitation is the best form of flattery.

As we do each year, we begin our process early. Staff began working on this budget in the fall of 2018 analyzing our many operational, service and capital needs. This process included a detailed capital planning process, as well as input from the Board of Commissioners during its retreat in December 2018, which culminated with the Board of Commissioners' direction during our April 2019 Budget Work Sessions. I would like to extend a special thanks to our management team, elected officials, department/agency directors and also our educational partners for their continued dedication to a conservative and fiscally responsible approach in this budget process. As always, this budget strives to meet the Board of Commissioners' mission, which is to *"Provide leadership and support for an effective county government that seeks to enhance the quality of life for all the people of Halifax County."*

We continue to have budget challenges with our ever-increasing expenses and with revenues not keeping pace. However, I do remain positive about the County's overall fiscal and economic outlook, but we will continue to have revenue challenges as we strive to establish plans for our future. We have a 52.10% (\$31,843,736) Fund Balance which is well above the 8% suggested by

Attachment C

the N.C. Local Government Commission. Unfortunately, 98% of Fund Balance is not available for general use (Restricted, Assigned, Committed Expenditures, etc.), thus limiting our cash-on-hand (Unassigned) funds to \$999,804 in addressing any additional needs in this budget. This budget allows us to maintain our basic services, but does not provide for any expansion of services.

This recommended budget was developed in the same successful revenue-based budgeting process we have used for the past 19 years. This revenue-based budget has allowed us to weather economic challenges that have occurred and will continue to occur in the future. Our conservative projections and fiscally responsible approach has allowed Halifax County to maintain a healthy General Fund Balance and prevent the need to impose property tax increases.

Unlike many local governments, we have been able to sustain our operations successfully over the years since the recession with no property tax increase except to cover the debt service on an elementary school. Halifax County has always had challenges in being able to provide services to its citizens while keeping the property tax rate low. Compared to our nearby counties, we have one of the lowest property tax rates and of the ten most distressed (Tier 1) counties in North Carolina, we are tied for the lowest property tax rate as noted by the chart below:

Top Ten Most Distressed Counties

County	Tax Base Per Capita FY18-19	Latest Reval	Tax Rate 18-19	Tax Rate 17-18	Tax Rate 16-17	Tax Rate 15-16	Tax Rate 14-15	2018-19 Budget	Tier	Rank	Population
Edgecombe	\$ 59,589.00	2017	0.95	0.95	0.95	0.95	0.895	\$57,674,917	1	1	57,000
Robeson	\$ 49,493.00	2018	0.77	0.77	0.77	0.77	0.77	\$153,362,354	1	2	132,606
Halifax	\$ 71,189.00	2015	0.77	0.78	0.78	0.73	0.68	\$43,163,988	1	3	51,766
Scotland	\$ 61,885.00	2011	1.00	1.01	1.02	1.03	1.03	\$28,012,039	1	4	35,093
Bertie	\$ 70,285.00	2012	0.83	0.83	0.83	0.84	0.84	\$38,341,664	1	5	19,244
Washington	\$ 74,294.00	2013	0.855	0.855	0.81	0.79	0.79	\$23,955,181	1	6	12,012
Columbus	\$ 70,267.00	2013	0.805	0.805	0.805	0.805	0.805	\$57,013,510	1	7	55,936
Vance	\$ 57,160.00	2016	0.89	0.89	0.89	0.792	0.792	\$48,156,115	1	8	44,211
Hertford	\$ 62,342.00	2011	0.84	0.84	0.84	0.84	0.84	\$25,363,875	1	9	24,431
Richmond	\$ 73,513.00	2016	0.83	0.79	0.79	0.81	0.81	\$52,957,341	1	10	44,798

Neighboring Counties

County	Tax Base Per Capita FY18-19	Latest Reval	Tax Rate 18-19	Tax Rate 17-18	Tax Rate 16-17	Tax Rate 15-16	Tax Rate 14-15	2018-19 Budget	Tier	Rank	Population
Bertie	\$ 70,285	2012	0.83	0.83	0.83	0.84	0.84	\$ 38,341,664	1	5	21,282
Edgecombe	\$ 59,589	2017	0.95	0.95	0.95	0.95	0.895	\$ 57,674,917	1	1	57,000
Franklin	\$ 73,938	2018	0.805	0.895	0.925	0.925	0.873	\$ 81,622,504	2	68	67,011
Halifax	\$ 71,189	2015	0.77	0.78	0.78	0.73	0.68	\$ 43,163,988	1	3	51,766
Martin	\$ 78,663	2017	0.79	0.79	0.735	0.735	0.72	\$ 31,893,555	1	12	23,729
Nash	\$ 78,330	2017	0.67	0.67	0.67	0.67	0.67	\$ 93,928,346	1	32	93,919
Northampton	\$ 97,547	2015	0.92	0.92	0.92	0.92	0.92	\$ 32,973,679	1	14	23,200
Warren	\$ 118,138	2017	0.79	0.76	0.71	0.66	0.66	\$ 30,882,258	1	18	21,000

I commend not only the Board of Commissioners on your budget oversight, but also our staff in each department for their ability to adapt to our ever-changing economic situation. Our staff remains committed to providing efficient and effective service to our citizens at the lowest cost to all taxpayers. I continually remind our citizens in my various conversations about our local government, we are taxpayers as well and also wish to keep our tax burden low.

Fortunately, our economy has improved since the recession of 2007, but like many rural areas, we still lag behind the more prosperous urban areas of our state and country. It is a well-documented fact that many counties had a drop in their overall tax base during their last property revaluation, including Halifax County which had an overall average drop in value of 7% in 2015. Despite these economic challenges and slow recovery from the recession, I am happy to report we have maintained all of our essential services at their current levels.

We have experienced growth in some of our major revenue streams. Our year-to-date sales tax revenue has increased 8.5%. I am also proud to state we have maintained our current tax collection rate at 97.4%. Considering the fact Halifax County continues to remain a Tier 1 county along with the never-ending economic challenges we face, this is an amazing feat. Our continued superb collection rate is a credit to the diligent staffs of Doris Hawkins and Shane Lynch in the Tax Office, Sheriff Wes Tripp of the Sheriff's Office and Attorney Glynn Rollins of the Legal Office. The support staff in each of these offices go above and beyond in working with taxpayers in establishing payment plans to aid citizens and minimize hardships. We are not required to do this but we do in order to support our citizens while respecting the challenges they face in their own personal budget situations. I offer my heartfelt thanks for the jobs the staff in each of these departments accomplish every day.

Attachment C

We continue to have positive motion in our economic development efforts. I applaud the Board of Commissioners' forward-thinking and proactive approach in aligning the County to create well-paying jobs in the future. We have experienced growth. With the N.C. Department of Transportation's roadwork in the Roanoke Rapids area, the extension of Premier Boulevard to Highway 125 and of American Legion Road to Premier Boulevard, this will be a prime area for additional growth in the county. Along with support from our Economic Development Commission, its Executive Director and the County Commissioners' positive approach, we are poised to have additional growth in our local economy.

We must continue to aggressively collect taxes and exercise conservative fiscal discipline while still maintaining a responsive and customer-focused workforce. To ensure everyone is paying their fair share to support our community needs, the Tax Office will continue its business personal property audits. These audits are being done to elevate our stagnant tax base and to make sure listings are being done properly by our local businesses as well. We must also continue to maintain an active economic development program to expand job opportunities, which provide living wages at a level to support our families in Halifax County.

Based on our sound approach to our budgets each year, the County's financial situation is stable and in line with the requirements dictated by the N.C. Local Government Commission. I am proud that we have had sound budget practices over my last 12 years as your County Manager and over the last 17 years in this office. This budget allocates \$1,048,308 from our Fund Balance to cover additional departmental needs, critical capital needs and also to assist other non-profit requests. This use of Fund Balance is in addition to maintaining the cuts and reductions made by our departments over the last ten fiscal years. Despite the use of Fund Balance, our audited Total Fund Balance as of June 30, 2018 was 52.10%, well above the N.C. Local Government Commission's suggested 8% level.

As required by the State of North Carolina, all counties with multiple graded school districts are required to support each district equally as to local current expense funding based on each district's average daily membership (ADM). Counties must also provide funding for school capital needs. This year's budget provides additional capital funding for our public schools and community college totaling \$786,000 (\$726,000 derived from Article 44 funding and \$60,000 from Halifax County funding). The specific funding amounts are broken down as follows:

Halifax Community College.....	\$186,000
Halifax County Schools	\$200,000
Roanoke Rapids Graded School District.....	\$200,000
Weldon City Schools.....	\$200,000

This additional money resulted from sales tax revenues collected and distributed to the County based on G.S. 105-524 (Article 44). The current allocation is the result of collections over the past year. Going forward each fiscal year, the Halifax County Board of Commissioners will determine whether and how to appropriate these Article 44 funds, which are limited to economic development, public education or community college purposes.

All three graded school systems will receive funding based on the supplemental school property rate within their respective districts. The following tax rates are anticipated for each of the school systems:

Halifax County Schools	\$.10/\$100 value
Roanoke Rapids Graded School District.....	\$.225/\$100 value
Weldon City Schools.....	\$.20/\$100 value

Because we distribute local sales and use taxes by the *ad valorem* method all three districts receive a portion of these revenues.

Even with continued reductions the County made during the recession, we have been able to maintain our service levels to meet the needs of our citizens; county departments continue to operate in a cost-effective manner. We have had staff reductions in both the Health Department over the years as well as in Public Utilities. One major change occurring with this budget is the discontinuance of our Home Health & Hospice of Halifax County (HHHH). As our community has evolved over the years, so must we in the county government. When HHHH began well over 40 years ago, there were no others providing these services for our community. However over the last 20 years there has been tremendous growth in outside organizations providing these services in a more competitive fashion without the required governmental burdens placed on county employees. HHHH will continue but will be transferred to another entity after completion of a competitive bid process. The staff and I are committed to evaluating our programs and will continue to pursue cost-saving measures to get the biggest bang for our tax dollars.

Halifax County has many capital needs. This budget continues to address our most pressing capital needs by funding, among other things, debt service payments for Enfield-Inborden School, Manning Elementary School, Social Services facility and Water Service Line construction, in addition to the Solid Waste Transfer Station.

Important features of the budget proposal for Halifax County for FY 2019-2020 are as follows:

- ❖ This budget continues County services at efficient and effective levels.
- ❖ This budget does not include a property tax increase.
- ❖ This budget is based on an estimated property tax base of \$3,293,624,396 and a tax collection rate of 97.40%. The tax rate of \$.77 cents per \$100 value will be adequate to support the fiscal year 2019-2020 budget.
- ❖ This budget maintains the current funding for each graded school district at the \$735.76 per pupil amount based on the Average Daily Membership (ADM).

Attachment C

- ❖ To maintain a healthy workforce, this budget continues to provide a competitive benefits package that includes 100% paid premiums for Health Coverage for each full-time employee who participates in the County's Wellness Program.
- ❖ This budget maintains our Longevity Pay Program which is a vital employee retention program to reward our long-term full-time employees.
- ❖ This budget continues our hiring freeze, previous staff reductions and travel restrictions which will remain in effect throughout this budget year.
- ❖ This budget includes money to support both economic development and contingency operations.
- ❖ This budget continues to require employees to use County vehicles, when available, for travel; this policy amounts to a savings of over 60% in travel costs versus paying mileage for use of personal vehicles.
- ❖ This budget funds only critical needs and capital outlay for County departments.
- ❖ This budget provides additional funding to our non-profit community partners in the amount of \$170,500.

Historically we have had difficult budget situations in Halifax County, the past few years of this budget planning process have been especially challenging in playing catchup on addressing needs that have been delayed based on our reduced revenues over the recession years. However, even today, there are unknowns in the areas of lottery revenues, sales tax distributions, allowable 9-1-1 fund expenses, Beer & Wine Tax, Medicaid Transformation, as well as many others that could affect this and upcoming budgets.

This proposed budget shows the County's ability to provide excellent services to its citizens. However, this budget only addresses items of which we, the County, have full control. There will always be the potential for changes from both the Federal and State Government as well as potential changes in the economy. Staff and I will continue to work diligently with the North Carolina Association of County Commissioners (NCACC) and the National Association of Counties (NACo) in communicating our concerns to both our State and Federal Legislators to ensure they are aware of the potential implications of their decisions on Halifax County.

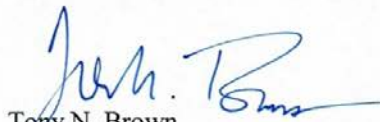
We continue to face employee challenges based on our limited revenues. Unfortunately this year we will be unable to provide any pay increases for employees via a Cost-of-Living Allowance (COLA) or fund our Pay-for-Performance Evaluation Plan. We will continue to make this a priority to provide support for our human capital employees who provide a great service to our citizens. These are both recruitment and retention tools. Higher starting salaries help to hire the best employees possible from our limited talent pool; the Pay-for-Performance plan provides incentive for these employees to remain with Halifax County by acknowledging and rewarding their service to the community. As evidenced by our exit interview data, low salaries were the number one reason employees departed Halifax County.

Attachment C

As required by law, the budget will be available for public inspection in the Clerk to the Board's office and in all five County public libraries for the required ten (10) days. A public hearing will be held on Monday, June 3rd at 9:30 a.m. with a final adoption scheduled for Monday, June 17th at 9:30 a.m. After the May 20th meeting, the proposed budget will be available on the County's website at www.halifaxnc.com.

I thank you for the opportunity you have given me to be a public servant to this great community we call Halifax County. I appreciate your support, guidance and encouragement as I and staff continue to grow in our service to our citizens. It continues to be a rewarding experience to work with such dedicated County employees who always amaze me with their ability to do more with less while maintaining their commitment to working hard and serving our Halifax County citizens. I would especially like to thank the strong support that I received from our core Management Team: Deputy County Manager, Dia Denton; Finance Director, Mary Duncan; Human Resources Management Director, Renee Perry; County Attorney, Glynn Rollins, Clerk to the Board/Assistant to the County Manager, Andrea Wiggins and our budget guru, Senior Management Analyst, Ian Bumgarner. These team members are the gas and oil to our Halifax County Government engine. I also want to additionally thank all our employees with their can-do attitude. Knowing our challenges, our employees do have an efficiency mindset and continue to look for ways to improve while still providing a phenomenal level of service; this strong sense of public service is proven to me daily in my interactions with all of our great employees. It is always my desire to provide strong leadership and take a fiscally sound approach to maintaining and improving the quality of life for our citizens. Our goal in Halifax County is to provide a better place to live, work, play and improve life for all of our residents. As has been our catch phrase over the last 10+ years... "Working Together Works" and I'm honored to be a part of a team that practices and lives out the meaning of these words every day. On behalf of our 565 citizen servants, I am honored to present this proposed budget to the Halifax County Board of Commissioners for FY 2019-2020 and stand ready to assist you in continuing to move the County forward.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Tony N. Brown", is written over a light blue horizontal line.

Tony N. Brown
County Manager

**MINUTES
HALIFAX COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING
JUNE 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 Monday, June 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 Vernon J. Bryant, Chairman
Honorable T. Patrick W. Qualls
Honorable Linda A. Brewer

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

ABSENT: Honorable Marcelle O. Smith

Call to Order

Chairman Bryant called the meeting to order.

Invocation and Pledge of Allegiance

After a moment of silence was held for the victims and families involved in the Virginia Beach Municipal Center mass shooting, 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 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 April 16, 2019 Regular 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 - May 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.

D. Branch Banking and Trust Company Signature Designations Resolutions

Mary W. Duncan, Finance Director, requested that the Board adopt the Branch Banking and Trust Company Signature Designations Resolutions, which are attached to these minutes as Attachment B.

E. Authorization to Prepare Budget Amendments to Prevent Deficit Spending

Mary W. Duncan, Finance Director, requested that the Board approve the authorization to prepare year end budget amendments for the fiscal year ending June 30, 2019 in order to prevent deficit spending.

F. Authorization for the Continuation of Current Bank Accounts

Mary W. Duncan, Finance Director, requested that the Board approve a list of bank accounts now open with various banking institutions.

G. Town of Weldon Fireworks Display

Roland J. Tellier, Fire Marshal, requested that the Board authorize Zambelli Fireworks Manufacturing Company to discharge and operate an outdoor pyrotechnics display for the Town of Weldon contingent upon the approval of a valid operator's permit from the North Carolina Office of State Fire Marshal and meeting all relevant North Carolina Fire Code requirements.

H. Town of Halifax Fireworks Display

Roland J. Tellier, Fire Marshal, requested that the Board authorize Ed Johnson to discharge and operate an outdoor pyrotechnics display for the Town of Halifax, Halifax Lions Club, and Halifax Fire and Rescue, Inc., contingent upon the approval of a valid operator's permit from the North Carolina Office of State Fire Marshal and meeting all relevant North Carolina Fire Code requirements.

I. Town of Hobgood Fireworks Display

Roland J. Tellier, Fire Marshal, requested that the Board authorize Danny Ellis to discharge and operate an outdoor pyrotechnics display for the Hobgood Volunteer Fire Department, Inc., contingent upon the approval of a valid operator's permit from the North Carolina Office of State Fire Marshal and meeting all relevant North Carolina Fire Code requirements.

J. Operation Restart Discretionary Funds Award

Michael Pittman, Operation Restart Director, Cooperative Extension, requested that the Board approve the receipt of additional funds in the amount of \$2,800 in Operation Restart Discretionary Funds and the 10% match that would be provided from the Operation Restart Budget.

K. Gregory B. Davis Foundation Donation

Rose B. Lewis, Aging Program Coordinator, Human Resources Management, requested that the Board approve the receipt of a donation in the amount of \$200 from the Gregory B. Davis Foundation.

2. Special Recognitions

A. Retirement Resolution - Peggy G. Harding, Department of Social Services

Commissioner Manning read and presented the retirement resolution in recognition of Peggy G. Harding, Department of Social Services, which is attached to these minutes as Attachment C.

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

B. Retirement Resolution - Brenda R. Mason, Department of Social Services

Commissioner Brewer read and presented the retirement resolution in recognition of Brenda R. Mason, Department of Social Services, which is attached to these minutes as Attachment D.

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

C. Retirement Resolution - Lisa P. Dickens, Public Health System

Commissioner Johnson read and presented the retirement resolution in recognition of Lisa P. Dickens, Public Health System, which is attached to these minutes as Attachment E.

Commissioner Johnson moved to adopt the retirement resolution honoring Lisa P. Dickens, Public Health System. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

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

Audrey Hardy, Parks and Recreation Advisory Board Chairman, 81 Young Drive, Roanoke Rapids, addressed the Board requesting the implementation of the Recreation Master Plan and funding the recreation director position in order to move forward with recreation across the County.

4. Public Hearings

A. Halifax County Solar Energy Systems Ordinance

Chris D. Rountree, Planning and Development Services Director, addressed the Board stating that after public comments were received on March 20, 2019 and May 15, 2019, the Halifax County Planning Board recommended the adoption of the proposed Halifax County Solar Energy Systems Ordinance. The Board of Commissioners was required to conduct a public hearing pursuant to N. C. G. S. §153A-323. It was requested that the Board adopt the Halifax County Solar Energy Systems Ordinance.

Chairman Bryant inquired if there were any questions from the Board regarding the Halifax County Solar Energy Systems Ordinance. After questions was received from the Board, Commissioner Brewer moved to open the public hearing. Commissioner Qualls seconded the motion, which passed unanimously by voice vote.

Chairman Bryant inquired if there were any questions from the public regarding the Halifax County Solar Energy Systems Ordinance.

After comments were received from Chris Killenberg, Community Energy Solar, LLC,

Director and Business Development, 151 East Rosemary Street, Suite 202, Chapel Hill; Jim Harris, Geenex Solar Land Development, 1733 West Castalia Road, Nashville, on behalf of Juergen Fehr, Managing Director, Geenex Solar, LLC, 1910 Abbott Street, Suite 200, Charlotte; Paul Barner, 600 Sherrod Heights, Enfield; and J. Rives Manning, Jr., Halifax County Commissioner, 900 Monroe Street, Roanoke Rapids, Commissioner Johnson moved that the public hearing be closed. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

B. Halifax County FY 2019-2020 Budget

Tony N. Brown, County Manager, addressed the Board and reviewed the FY 2019-2020 Budget process and stated that at the May 20, 2019 Regular Meeting, the proposed FY 2019-2020 Budget was presented to the Board and laid on the table for 10 days.

Chairman Bryant inquired if there were any questions from the Board regarding the FY 2019-2020 Budget. With there being no questions from the Board, Commissioner Brewer moved to open the public hearing. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

Chairman Bryant inquired if there were any questions from the public regarding the FY 2019-2020 Budget.

After comments were received from S. Wes Tripp, Halifax County Sheriff, 902 Virginia Avenue, Roanoke Rapids; Daniel Bybee, Victory Baptist Church Assistant Pastor, 1274 Thelma Road, Roanoke Rapids; Marshall Collier, Roanoke Valley Rescue Squad Commander, 823 Virginia Street, Roanoke Rapids; Vanessa Fields, Southeastern Halifax Coalition Chairman, 3507 N. C. Highway 125, Hobgood, Commissioner Johnson moved that the public hearing be closed. Commissioner Manning seconded the motion, which passed unanimously by voice vote.

5. Agenda Item

A. Nash Brick Company Refund Request

C. Shane Lynch, County Assessor, addressed the Board regarding a letter dated February 15, 2019 from Nash Brick Company requesting a refund request in the amount of \$59,601.38 for overpayment during the tax years of 2012 through 2017 along with the Taxpayer Remedies Statute N. C. G. S. §105-381, which had been provided for the Board's review. Upon receipt of a business personal property listing from a taxpayer or agent, the Tax Department assumes that the information was valid and was assessed based on the information provided by taxpayers. The Tax Department was not aware of the manufacturing status or whether equipment had been replaced, abandoned, or sold as the business personal property listings did not reference that information. It was the taxpayer's responsibility to review and submit an accurate listing each year. Pursuant to N. C. G. S. §105-381, the Board could approve a refund if the tax was imposed through clerical error, was an illegal tax, or a tax levied for an illegal purpose.

Tom Fisher, Nash Brick Company President, addressed the Board stating that he purchased the Nash Brick Company on October 1, 1987 and the facility closed its manufacturing facilities in August 2015 due to the facility being old and out-of-date and it would cost approximately \$700,000 to repair and upgrade machinery and equipment in order to make bricks. In July 2017, an exorbitant property tax bill was noticed for 2016 for the brick plant that was more than 60 years old in the amount of \$26,055.11. James L. McMillan, CPA, was hired to investigate and reported errors in real estate appraisals and numerous errors in retiring old, fully-depreciated equipment that had been replaced, abandoned, or sold. After providing Halifax County officials with a schedule of items retired prior to 2012, a meeting was held with Shane Lynch, County Assessor, to discuss the refunds for 2012 through 2017. He requested that the Board approve the refund request for Nash Brick Company in the amount of \$59,601.38.

Commissioner Johnson moved to deny the refund request from Nash Brick Company in the amount of \$59,601.38. Commissioner Qualls seconded the motion, which passed unanimously by voice vote.

6. Action on Public Hearing

A. Halifax County Solar Energy Systems Ordinance

Commissioner Qualls requested that the Board defer action regarding the Halifax County Solar Energy Systems Ordinance until the June 17, 2019 Regular Meeting to allow an opportunity for further review by the Board. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

7. Agenda Items

A. FY 2019-2020 Bulletproof Vest Partnership Grant

Sheriff S. Wes Tripp, Sheriff's Office, addressed the Board requesting the receipt of FY 2019-2020 Bulletproof Vest Partnership Grant funds in the amount of \$4,736.25 which required a 50% match from the Sheriff's Office budget in the amount of \$4,736.25 for a total amount of \$9,472.50 that would be used to purchase 15 bulletproof vests.

Commissioner Manning moved to approve the receipt of FY 2019-2020 Bulletproof Vest Partnership Grant funds in the amount of \$4,736.25 which required a 50% match from the Sheriff's Office budget in the amount of \$4,736.25 for a total amount of \$9,472.50 that would be used to purchase 15 bulletproof vests. Commissioner Qualls seconded the motion, which passed unanimously by voice vote.

B. Halifax County 911 Public Safety Answering Point and Regional Back-up Center Project - Architect Selection

Dia H. Denton, Deputy County Manager, addressed the Board stating that the project to build a new facility for the Halifax County 911 Public Safety Answering Point and Regional Back-up Center Project was moving forward. A request for qualifications was advertised on

April 11, 2019 in *The Daily Herald* and *The News and Observer*. A direct solicitation was sent to five firms identified as having relevant experience that could choose to submit qualifications, which were due on April 25, 2019. Six firms responded and staff along with representatives from Mission Critical Partners met on April 29, 2019 to review the submissions. Staff met with the top firm on the list, Stewart Cooper Newell Architects, which had the most experience both in building 911 center facilities as well as working with North Carolina 911 grants. It was requested that the Board authorize staff to negotiate and execute a contract with Stewart Cooper Newell Architects to provide architectural and engineering services for the Halifax County 911 Public Safety Answering Point and Regional Back-up Center Project. It was further requested that if a contract could not be successfully negotiated and executed that staff would work with the second firm on the list.

Commissioner Qualls moved to authorize staff to negotiate and execute a contract with Stewart Cooper Newell Architects to provide architectural and engineering services for the Halifax County 911 Public Safety Answering Point and Regional Back-up Center Project. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

8. Board Appointments

Adult Care Home Advisory Committee

Commissioner Manning moved to waive the term limit and reappoint Alberta Greene to serve on the Adult Care Home Advisory Committee, term expiring June 30, 2022. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

Alcoholic Beverage Control Board

Commissioner Manning moved to waive the term limit and reappoint Robert Shields to serve on the Alcoholic Beverage Control Board, term expiring June 30, 2022. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

Economic Development Board

Commissioner Qualls moved to reappoint Danny Hinnant and Portia Shields to serve on the Economic Development Board, terms expiring June 30, 2022. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

EMS Advisory Committee

It was the consensus of the Board to defer action on the EMS Advisory Committee.

Five County Community Operations Center Oversight Board

Commissioner Qualls moved to reappoint Regina Dickens to serve on the Five County Community Operations Center Oversight Board, term expiring June 30, 2022. Commissioner Manning seconded the motion, which passed unanimously by voice vote.

Halifax Community College Board of Trustees

Commissioner Manning moved to reappoint Michael Mills to serve on the Halifax Community College Board of Trustees, term expiring June 30, 2023. Commissioner Qualls seconded the motion, which passed unanimously by voice vote.

Commissioner Manning moved to appoint Byron Waters to replace Robin Lancaster on the Halifax Community College Board of Trustees. The motion died for lack of a second.

Commissioner Qualls moved to appoint Thomas Barrett, Jr., to fill the unexpired term of Robin Lancaster on the Halifax Community College Board of Trustees, term expiring June 30, 2022. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

Halifax County Council on Aging

Commissioner Brewer moved to reappoint Belinda Belfield, Tillman Long, William Mueller, and Gladys Walden to serve on the Halifax County Council on Aging, terms expiring June 30, 2022. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

Commissioner Manning moved to waive the term limits and reappoint Katherine Lee and Sandra Rosser to serve on the Halifax County Council on Aging, terms expiring June 30, 2022. Commissioner Qualls seconded the motion, which passed unanimously by voice vote.

Jury Commission

Commissioner Brewer moved to reappoint Annette Liles to serve on the Jury Commission, term expiring June 30, 2021. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

Library Board

Commissioner Manning moved to reappoint Marie Robinson and Judy Whitaker to serve on the Library Board, terms expiring June 30, 2022. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

Commissioner Manning moved to waive the term limit and reappoint Margaret Phillips to serve on the Library Board, term expiring June 30, 2022. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

Regional Aging Advisory Council

Commissioner Manning moved to appoint Jennifer Fields to replace James Richard Scott on the Regional Aging Advisory Council, term expiring June 30, 2020. Commissioner Johnson seconded the motion, which passed unanimously by voiced vote.

Social Services Board

Commissioner Bryant moved to reappoint J. Rives Manning, Jr., to serve on the Social Services Board, term expiring June 30, 2022. Commissioner Johnson seconded the motion, which passed unanimously by voiced vote.

Tourism Authority

Commissioner Manning moved to appoint Brent Lubbock to fill the unexpired term of Ronald Locke on the Tourism Authority, term expiring July 31, 2021. Commissioner Brewer seconded the motion, which passed unanimously by voiced vote.

Upper Coastal Plain Workforce Development Board

Commissioner Johnson moved to reappoint Kelly Barber, Crystal Lyons, Charles McElheney, Clarence Pender, and Cathy Scott to serve on the Upper Coastal Plain Workforce Development Board, terms expiring June 30, 2021. Commissioner Qualls seconded the motion, which passed unanimously by voice vote.

9. 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.

10. County Manager's Report

A. Halifax County ABC Board Travel Policy

Tony N. Brown, County Manager, addressed the Board and requested approval of the Halifax County ABC Board Travel Policy.

Commissioner Brewer moved to approve the Halifax County ABC Board Travel Policy. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

B. Retirement Resolution - Mary R. Snead, Tax Department

Tony N. Brown, County Manager, read and requested that the Board adopt the retirement resolution in recognition of Mary R. Snead, Tax Department, which is attached to these minutes as Attachment F.

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

C. Healthcare for Eastern North Carolina and Vidant Health Funding Resolution

Tony N. Brown, County Manager, addressed the Board and provided a letter from Pitt County requesting that the Board adopt a resolution in support of healthcare for Eastern North Carolina and funding for Vidant Health. The North Carolina Senate proposed budget cuts Vidant Medical Center's medicaid reimbursement by approximately \$35 Million beginning July 1, 2019. The resolution opposes cuts to funding for Vidant Health as the teaching hospital for the Brody School of Medicine at East Carolina University, and urges the North Carolina General Assembly to keep in place funding necessary to assure access to high quality healthcare for all people in eastern North Carolina. The Halifax Regional Medical Center was now Vidant Halifax and the proposed cuts would have a negative impact on revenues for the hospital. It was requested that the Board adopt the resolution in support of healthcare for Eastern North Carolina and funding for Vidant Health, which is attached to these minutes as Attachment G.

Commissioner Manning moved to adopt a resolution in support of healthcare for Eastern North Carolina and funding for Vidant Health. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

11. County Attorney's Report

- A. County Properties located at 1710 Watkins Drive, Weldon, and 700 Georgia Avenue, Roanoke Rapids

M. Glynn Rollins, Jr., County Attorney, addressed the Board stating that the tenants of properties owned by the County located at 1710 Watkins Drive, Weldon and 700 Georgia Avenue, Roanoke Rapids, had been provided notice that their holdover leases would be terminated effective June 30, 2019. He advised that he would keep the Board abreast of any updates regarding this matter.

12. Other Business

- A. Resolution Honoring Halifax County Centenarian Ruth Hilliard

Chairman Bryant requested that the Board adopt the resolution honoring Halifax County Centenarian Ruth Hilliard, which is attached to these minutes as Attachment H.

Commissioner Qualls moved to adopt the resolution honoring Halifax County Centenarian Ruth Hilliard. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

- B. Evangelistic Church of Deliverance 50th Church Anniversary

Chairman Bryant requested that the Board approve a letter in honor of the Evangelistic Church of Deliverance 50th Church Anniversary.

Commissioner Manning moved to approve a letter in honor of the Evangelistic Church of Deliverance 50th Church Anniversary. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

C. Halifax County Board of Commissioners Meeting Schedule Amendment

Chairman Bryant requested that the Board amend the Halifax County Board of Commissioners Meeting Schedule to reschedule the August 5, 2019 Regular Meeting to the August 12, 2019 Regular Meeting.

Commissioner Qualls moved to amend the Halifax County Board of Commissioners Meeting Schedule to reschedule the August 5, 2019 Regular Meeting to the August 12, 2019 Regular Meeting. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

D. Proposed FY 2019-2020 Budget

After a brief discussion was held by the Board regarding the proposed FY 2019-2020 Budget, it was the consensus of the Board to direct the County Manager to utilize Option Three A. Option Three A included Fund Balance in the amount of \$999,804 and Home Health and Hospice of Halifax funds in the amount of \$300,000 which totaled \$1,299,804 for the following: Critical Unfinanced Requirements \$417,770; Critical Capital Requests \$460,038; enhanced Outside Requests \$210,500; and \$300 Employee Bonus \$210,000. It was noted that this option left no Fund Balance available for emergencies, provided short-term employee salary support, and better outside request support.

13. 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 Brewer seconded the motion, which passed unanimously by voice vote.

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

14. Adjourn until June 17, 2019 Regular Meeting

Commissioner Brewer moved to adjourn the meeting until the June 17, 2019 Regular Meeting. Commissioner Manning seconded the motion, which passed unanimously by voice vote.

Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

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

Attachment A

Budget Amendments	Fiscal Year 18 - 19	June 3, 2019
1 Sheriff - Budget insurance claim proceeds from a not at-fault motor vehicle accident (Deer)	\$	2,519.60
2 Sheriff - Budget revenue from event "Benefitting the Kids"		3,700.00
3 Cooperative Extension - Farmer's Market - Budget revenues from opening season		150.00
4 DSS - Budget insurance claim proceeds from an at-fault motor vehicle accident (Distracted driver)		2,340.00
5 DSS - Independent Living - Budget expenses for reimbursement to be paid up front		5,000.00
6 DSS - Elderly Christmas Fund - Budget fundraising revenue for program		235.00
7 Our Community Hospital - Increase budget for additional Sales Tax revenue collected		81,800.00
8 Our Community Hospital - Increase budget for additional Ad Valorum Tax revenue collected		24,150.00
9 Weldon School District - Increase budget for additional Sales Tax revenue collected		22,005.00
10 Weldon School District - Increase budget for additional Ad Valorum Tax revenue collected		82,000.00
11 Davie Fire District - Increase budget for additional Sales Tax revenue collected		7,000.00
12 Davie Fire District - Increase budget for additional Ad Valorum Tax revenue collected		7,800.00
13 Darlington Fire District - Increase budget for additional Sales Tax revenue collected		1,000.00
14 Darlington Fire District - Increase budget for additional Ad Valorum Tax revenue collected		1,200.00
15 Rheasville Fire District - Increase budget for additional Sales Tax revenue collected		1,600.00
16 Rheasville Fire District - Increase budget for additional Ad Valorum Tax revenue collected		7,350.00
17 Tillery Fire District - Increase budget for additional Sales Tax revenue collected		400.00
18 Tillery Fire District - Increase budget for additional Ad Valorum Tax revenue collected		150.00

Attachment A

Budget Amendments	Fiscal Year 18 - 19	June 3, 2019
19	Littleton Fire District - Increase budget for additional Sales Tax revenue collected	4,200.00
20	Littleton Fire District - Increase budget for additional Ad Valorum Tax revenue collected	1,625.00
21	Arcola Fire District - Increase budget for additional Sales Tax revenue collected	600.00
22	Arcola Fire District - Increase budget for additional Ad Valorum Tax revenue collected	1,300.00
23	Enfield Fire District - Increase budget for additional Sales Tax revenue collected	3,000.00
24	Enfield Fire District - Increase budget for additional Ad Valorum Tax revenue collected	1,100.00
25	Halifax Fire District - Increase budget for additional Sales Tax revenue collected	1,300.00
26	Halifax Fire District - Increase budget for additional Ad Valorum Tax revenue collected	7,750.00
27	Hobgood Fire District - Increase budget for additional Sales Tax revenue collected	350.00
28	Hobgood Fire District - Increase budget for additional Ad Valorum Tax revenue collected	575.00
29	Scotland Neck Fire District - Increase budget for additional Sales Tax revenue collected	2,200.00
30	Scotland Neck Fire District - Increase budget for additional Ad Valorum Tax revenue collected	1,000.00
31	Weldon Fire District - Increase budget for additional Sales Tax revenue collected	2,200.00
32	Weldon Fire District - Increase budget for additional Ad Valorum Tax revenue collected	11,100.00
33	Roanoke Rapids Graded School District - Increase budget for additional Sales Tax revenue collected	58,006.00
34	Roanoke Rapids Graded School District - Increase budget for additional Ad Valorum Tax revenue collected	27,050.00
35	Halifax County School District - Increase budget for additional Ad Valorum Tax revenue collected	48,000.00
36	Tax Agency - Littleton - Increase budget for additional Ad Valorum Tax revenue collected	3,500.00

Attachment A

Budget Amendments	Fiscal Year 18 - 19	June 3, 2019
37	Tax Agency - Roanoke Rapids- Increase budget for additional Ad Valorum Tax revenue collected	425,000.00
38	Tax Agency - Weldon - Increase budget for additional Ad Valorum Tax revenue collected	31,500.00
39	Tax Agency - Scotland Neck - Increase budget for additional Ad Valorum Tax revenue collected	38,000.00
40	Tax Agency - Enfield - Increase budget for additional Ad Valorum Tax revenue collected	2,000.00
41	Tax Agency - Hobgood - Increase budget for additional Ad Valorum Tax revenue collected	2,800.00

Approved June 3, 2019

Vernon J. Bryant
Chairman

Attachment B



**State of North Carolina
County of Halifax**

TONY N. BROWN
COUNTY MANAGER

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

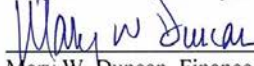
RESOLUTION

TO: BRANCH BANKING AND TRUST COMPANY
HALIFAX, NORTH CAROLINA

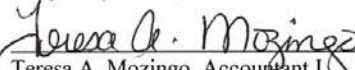
RESOLVED, that Branch Banking and Trust Company ("Bank") as a designated depository of funds of this county is hereby requested, authorized and directed to allow **Tony N. Brown, Mary W. Duncan and Teresa A. Mozingo** to transact the following under his/her signature.



Tony N. Brown, County Manager



Mary W. Duncan, Finance Director

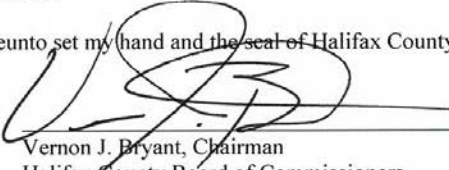


Teresa A. Mozingo, Accountant I

1. Enter the Safety Deposit Box
2. Purchase Certificates of Deposit
3. Make Wire Transfers
4. Transfer funds within the Money Rate Accounts
5. Open night deposit contract

FURTHER RESOLVED, that the county, to the extent allowed by law, assumes full responsibility and holds harmless the Bank for any and all payments made or any other actions taken by the Bank in reliance upon the said signatures.

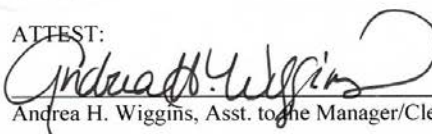
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Halifax County this the 3rd day of June, 2019.



Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

SEAL

ATTEST:



Andrea H. Wiggins, Asst. to the Manager/Clerk to the Board

Where the Spirit of Independence Was Born

Attachment B



**State of North Carolina
County of Halifax**

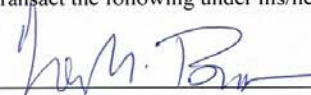
**TONY N. BROWN
COUNTY MANAGER**

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

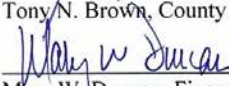
RESOLUTION

TO: BRANCH BANKING AND TRUST COMPANY
HALIFAX, NORTH CAROLINA

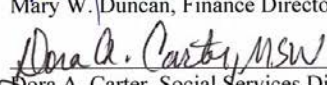
RESOLVED, that Branch Banking and Trust Company ("Bank") as a designated depository of funds of this county is hereby requested, authorized and directed to allow **Tony N. Brown, Mary W. Duncan, Dora A. Carter and Patricia Whalen** to transact the following under his/her signature.



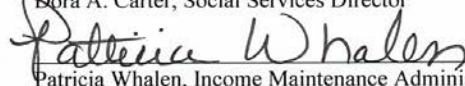
Tony N. Brown, County Manager



Mary W. Duncan, Finance Director



Dora A. Carter, Social Services Director

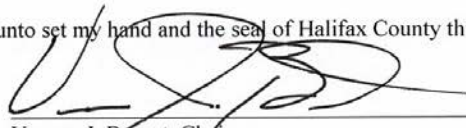


Patricia Whalen, Income Maintenance Administrator I

1. To sign checks for Halifax County Department of Social Services, Acct#*****0163

FURTHER RESOLVED, that the county, to the extent allowed by law, assumes full responsibility and holds harmless the Bank for any and all payments made or any other actions taken by the Bank in reliance upon the said signatures.

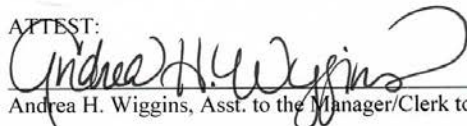
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Halifax County this the 3rd day of June, 2019.



Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

SEAL

ATTEST:



Andrea H. Wiggins, Asst. to the Manager/Clerk to the Board

Where the Spirit of Independence Was Born

Attachment B



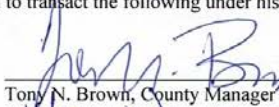
**State of North Carolina
County of Halifax**

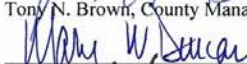
HISTORIC COURTHOUSE ~ PO BOX 38 ~ KING STREET ~ HALIFAX, NC 27839
252-583-1131 ~ FAX: 252-583-9921

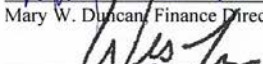
RESOLUTION

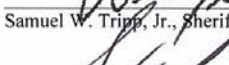
TO: BRANCH BANKING AND TRUST COMPANY
HALIFAX, NORTH CAROLINA

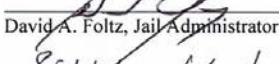
RESOLVED, that Branch Banking and Trust Company ("Bank") as a designated depository of funds of this county is hereby requested, authorized and directed to allow **Tony N. Brown, Mary W. Duncan, Samuel W. Tripp, Jr., David A. Foltz, Silvester Hardy and Tonya L. Bowen** to transact the following under his/her signature.

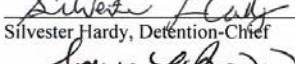

Tony N. Brown, County Manager


Mary W. Duncan, Finance Director


Samuel W. Tripp, Jr., Sheriff


David A. Foltz, Jail Administrator

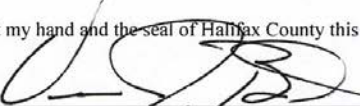

Silvester Hardy, Detention Chief


Tonya L. Bowen, Administrative Officer I

1. To sign checks for Halifax County Sheriff Dept Inmate Account.

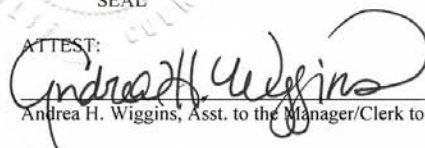
FURTHER RESOLVED, that the county, to the extent allowed by law, assumes full responsibility and holds harmless the Bank for any and all payments made or any other actions taken by the Bank in reliance upon the said signatures.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Halifax County this the 3rd day of June, 2019.


Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

SEAL

ATTEST:


Andrea H. Wiggins, Asst. to the Manager/Clerk to the Board

Where the Spirit of Independence Was Born

Attachment B



**State of North Carolina
County of Halifax**

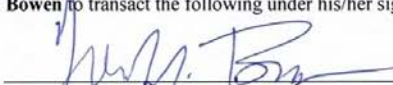
**TONY N. BROWN
COUNTY MANAGER**

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

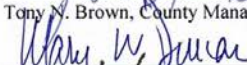
RESOLUTION

TO: BRANCH BANKING AND TRUST COMPANY
HALIFAX, NORTH CAROLINA

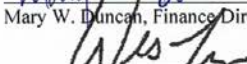
RESOLVED, that Branch Banking and Trust Company ("Bank") as a designated depository of funds of this county is hereby requested, authorized and directed to allow **Tony N. Brown, Mary W. Duncan, Samuel W. Tripp, Jr., Jessica N. Lyles, William F. Thompson and Tonya L. Bowen** to transact the following under his/her signature.



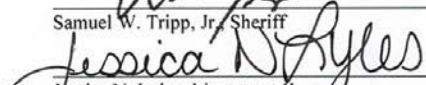
Tony N. Brown, County Manager



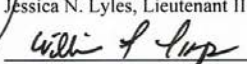
Mary W. Duncan, Finance Director



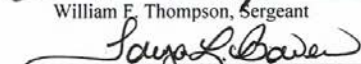
Samuel W. Tripp, Jr., Sheriff



Jessica N. Lyles, Lieutenant II



William F. Thompson, Sergeant

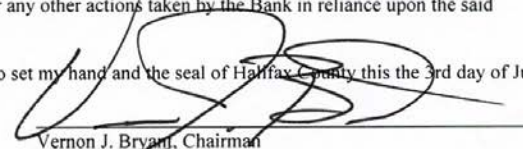


Tonya L. Bowen, Administrative Officer I

1. To sign checks for Halifax County Sheriff Dept Execution Account.

FURTHER RESOLVED, that the county, to the extent allowed by law, assumes full responsibility and holds harmless the Bank for any and all payments made or any other actions taken by the Bank in reliance upon the said signatures.

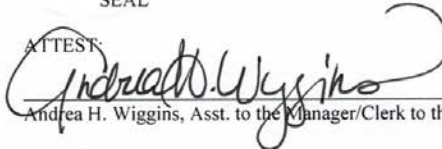
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Halifax County this the 3rd day of June, 2019.



Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

SEAL

ATTEST



Andrea H. Wiggins, Asst. to the Manager/Clerk to the Board

Where the Spirit of Independence Was Born

Attachment B



**State of North Carolina
County of Halifax**

TONY N. BROWN
COUNTY MANAGER

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

RESOLUTION

TO: BRANCH BANKING AND TRUST COMPANY
HALIFAX, NORTH CAROLINA

RESOLVED, that Branch Banking and Trust Company ("Bank") as a designated depository of funds of this county is hereby requested, authorized and directed to allow **Christie C. Avens, Wanda M. Patrick, Karen M. Lashley and Elana R. Davis** to transact the following under his/her signature.

Christie C. Avens, Register of Deeds
Christie C. Avens, Register of Deeds

Wanda M. Patrick, Asst.
Wanda M. Patrick, Assistant Register of Deeds

Karen M. Lashley, Deputy
Karen M. Lashley, Deputy of Register of Deeds III

Elana R. Davis, Deputy
Elana R. Davis, Deputy Register of Deeds II

1. Open and enter safety deposit box under Halifax County's name

FURTHER RESOLVED, that the county, to the extent allowed by law, assumes full responsibility and holds harmless the Bank for any and all payments made or any other actions taken by the Bank in reliance upon the said signatures.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Halifax County this the 3rd day of June, 2019.

Vernon J. Bryant
Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

SEAL

ATTEST:

Andrea H. Wiggins
Andrea H. Wiggins, Asst to the Manager/Clerk to the Board

Where the Spirit of Independence Was Born


Resolution

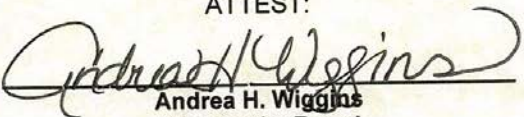
✧ **WHEREAS, PEGGY G. HARDING**, decided to retire as an Income Maintenance Caseworker III with the Halifax County Department of Social Services effective April Thirtieth of the Year Two Thousand and Nineteen; and

✧ **WHEREAS**, she has spent Thirty years with local government; Peggy 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, June Third of the Year Two Thousand and Nineteen, the Halifax County Board of Commissioners did honor Peggy G. Harding 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, BRENDA R. MASON**, decided to retire as a Public Information Assistant IV with the Halifax County Department of Social Services effective May Thirty-First of the Year Two Thousand and Nineteen; and

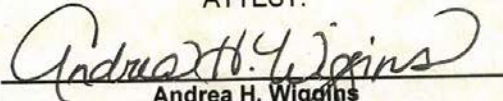
✧ **WHEREAS**, she has spent Twenty years with local government; Brenda has also served in many positions of honor in the community and State, as well as being a dedicated public servant to the citizens of Halifax County.

✧ **NOW THEREFORE BE IT RESOLVED** that on this day, Monday, June Third of the Year Two Thousand and Nineteen, the Halifax County Board of Commissioners did honor Brenda R. Mason 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

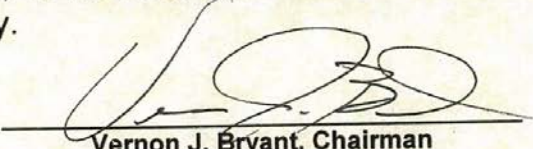
Resolution

✧ **WHEREAS, LISA P. DICKENS**, decided to retire as an Accounting Clerk IV with the Halifax County Public Health System effective April Thirtieth of the Year Two Thousand and Nineteen; and

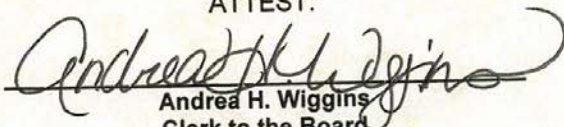
✧ **WHEREAS**, she has spent Thirty years with local government; Lisa has also served in many positions of honor in the community and State, as well as being a dedicated public servant to the citizens of Halifax County.

✧ **NOW THEREFORE BE IT RESOLVED** that on this day, Monday, June Third of the Year Two Thousand and Nineteen, the Halifax County Board of Commissioners did honor Lisa P. Dickens 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

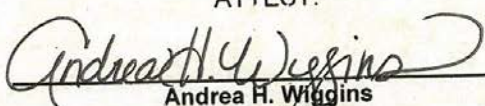
✧ **WHEREAS, MARY R. SNEAD**, decided to retire as a GIS Technician with the Halifax County Tax Department effective April Thirtieth of the Year Two Thousand and Nineteen; and

✧ **WHEREAS**, she has spent Fifteen years with local government; Mary 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, June Third of the Year Two Thousand and Nineteen, the Halifax County Board of Commissioners did honor Mary R. Snead 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

**HEALTHCARE FOR EASTERN NORTH CAROLINA
RESOLUTION IN SUPPORT OF HEALTHCARE FOR
EASTERN NORTH CAROLINA AND FUNDING FOR VIDANT HEALTH**

WHEREAS, the people of Halifax County will benefit from the merger of Vidant Health and Halifax Regional Medical Center, effective June 1, 2019 from the healthcare provided by Vidant Health in partnership with the Brody School of Medicine at East Carolina University; and

WHEREAS, Vidant Health is committed to having high quality healthcare services accessible to all people in rural eastern North Carolina, regardless of ability to pay; and

WHEREAS, Vidant Health encompasses Vidant Medical Center in Pitt County, as well as community hospitals in Beaufort County, Duplin County, Edgecombe County, Bertie County, Hertford County, Chowan County and Dare County, in addition to Vidant physician practices throughout eastern North Carolina. These partners join together to improve the health and well-being of eastern North Carolina; and

WHEREAS, the proposed budget by the North Carolina Senate cuts Vidant Medical Center's Medicaid Reimbursement by approximately \$35 Million beginning July 1, 2019; and

WHEREAS, this would be in addition to the \$38 Million annual cut to Vidant resulting from changes to the State Health Plan taking effect on January 1, 2020; and

WHEREAS, together, this \$73 Million cut equates to about three percent of the annual operating budget, which is more than Vidant's operating margin for FY 2018. These cuts will eliminate 100% of the system's bottom line; and

WHEREAS, Vidant Health remains and will continue to serve as the primary affiliated teaching hospital for the Brody School of Medicine at East Carolina University.

NOW, THEREFORE, BE IT RESOLVED, that the Halifax County Board of Commissioners opposes cuts to funding for Vidant Health as the teaching hospital for the Brody School of Medicine at East Carolina University, and urges the North Carolina General Assembly to keep in place funding necessary to assure access to high quality healthcare for all people in eastern North Carolina; and

BE IT FURTHER RESOLVED, that all counties in eastern North Carolina that benefit from the services offered by Vidant Health and its partners are urged to adopt a similar resolution to send to their legislative delegations; and

BE IT FURTHER RESOLVED, that this resolution be immediately sent to all members of the North Carolina General Assembly and the Governor.

Adopted this 3rd day of June, 2019.

Attachment G



A stylized, handwritten signature in black ink, consisting of a large 'V' followed by a series of loops and a horizontal line at the end.

Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

A stylized, handwritten signature in black ink, appearing to read "Andrea H. Wiggins" with a large, sweeping flourish at the end.

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



Resolution
in Honor of Halifax County Centenarian
Ruth Hilliard

Whereas, Ruth Hilliard was born on June 5, 1913; 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

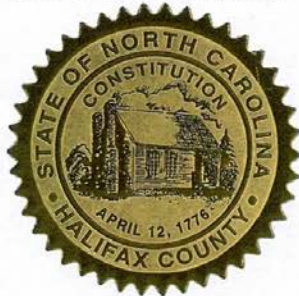
Whereas, Halifax County recognizes the contributions of senior citizens to our community and the important role they serve in our society; and

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.

Be It Further Resolved, that the Halifax County Board of Commissioners urges citizens to pay special tribute to these very special members of our community and celebrate June 5, 2019 as Ruth Hilliard Day in Halifax County, North Carolina.

This the 3rd day of June, 2019.



A handwritten signature in black ink, appearing to read "Vernon J. Bryant".

Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

A handwritten signature in black ink, appearing to read "Andrea H. Wiggins".

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

**MINUTES
HALIFAX COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING
JUNE 17, 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, June 17, 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 Smith provided the invocation and the Pledge of Allegiance was then recited.

Adoption of the Agenda

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

Conflict of Interest

Commissioner Qualls stated that he may have a perceived conflict regarding the Halifax County Solar Energy Systems Ordinance as he was recently approached by a solar company about a piece of land on which he was part owner. There was no conflict of interest noted by any other member of the Board.

1. Consent Agenda

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

A. Budget Amendments

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

B. Capital/Grant/Project Carry Forward Authorization

Mary W. Duncan, Finance Director, requested that the Board approve to carry forward the Capital/Grant/ Bond Projects into fiscal year ending June 30, 2019.

2. Public Hearing

A. Public Hearing on Resolution of Intent to Sell Home Health and Hospice of Halifax

Prior to a public hearing pursuant to N. C. G. S. 131E-13(d)(3), Bruce L. Robistow, Public Health Director, addressed the Board stating that at the May 20, 2019 Regular Meeting, the Board adopted a resolution of intent to sell Home Health and Hospice of Halifax. In accordance with the statute, the Board must conduct a public hearing regarding the resolution of intent. A copy of the resolution was provided for the Board's review.

Commissioner Johnson moved to declare the public hearing open. Commissioner Qualls seconded the motion, which passed unanimously by voice vote.

Chairman Bryant inquired if there was anyone from the public that wished to comment on the public hearing regarding the resolution of intent to sell Home Health and Hospice of Halifax.

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

3. Agenda Items

A. Halifax County Solar Energy Systems Ordinance

Chris Rountree, Planning Director, addressed the Board stating that the proposed Halifax County Solar Energy Systems Ordinance was introduced during the June 3, 2019 Regular Meeting following a public hearing on the proposed ordinance. During the public hearing, comments were received from representatives of Community Energy Solar, LLC, located in Chapel Hill and Geenex Solar, LLC, located in Charlotte and summaries of their comments were provided to the Board. Comments were also received during the public hearing from Commissioner Manning regarding setbacks; therefore, a memorandum was provided to the Board regarding the usual setbacks in a residential/agricultural district. The resolution to adopt the Halifax County Solar Energy Systems Ordinance and to repeal a prior Moratorium Ordinance that was presented to the Board for approval at the June 3, 2019 Regular Meeting was provided again without any changes from the last meeting. It was requested that the Board provide feedback regarding the Halifax County Solar Energy Systems Ordinance.

After a brief discussion was held regarding the setbacks, buffers, and the length of grass, County staff was directed to make amendments to the Resolution to adopt the Halifax County Solar Energy Systems Ordinance and to repeal a prior Moratorium Ordinance to be reviewed and adopted during the July 8, 2019 Regular Meeting.

B. Resolution to Convey Property and Grant Right-of-Way to the North Carolina Department of Transportation

M. Glynn Rollins, Jr., County Attorney, addressed the Board stating that during the January 7, 2019 Regular Meeting, the Board adopted a resolution to convey County property to a unit of government pursuant to N. C. G. S. 160A-274 and grant easements in County property pursuant to N. C. G. S. 160A-273 in the area around EMS Station 6 for the highway project along North Carolina Highway 125. The agreed upon purchase price was in the amount of \$52,000. Soon thereafter, it was discovered that the septic system for EMS Station 6 would have to be moved because of the highway project. The North Carolina Department of Transportation had obtained the septic system permit for the work and the County would have the work completed. To absorb the cost, staff negotiated a new purchase price in the amount of \$61,925 that would more than cover the County's cost to have the septic system moved. He requested that the Board adopt a resolution to convey County property to a unit of government pursuant to N. C. G. S. 160A-274 and to grant easements in County property pursuant to N. C. G. S. 160A-273, which is attached to these minutes as Attachment B.

Commissioner Qualls moved to adopt the resolution to convey County property to a unit of government pursuant to N. C. G. S. 160A-274 and to grant easements in County property pursuant to N. C. G. S. 160A-273. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

C. Accounts Receivable Writ-Offs

Mary W. Duncan, Finance Director, addressed the Board requesting authorization to write-off uncollected debt in the total amount of \$1,402,778.29 as follows: Health \$3,038.78; EMS \$1,393,963.01; and Public Utilities Water \$4,439.07 and Solid Waste \$1,337.43. Independent auditors had requested that uncollectible debts be written off in order to accurately reflect year-end receivables. All debts were incurred prior to July 1, 2017 and were in compliance with the Halifax County Write-off Policy adopted May 6, 2002. Southern Credit Adjusters would continue to pursue the EMS, Water, and Health Department collections through the State's debt set-off program. After a brief discussion was held regarding the large amount of EMS writ-offs, Chairman Bryant requested that Phil Ricks, Emergency Services Director, make a presentation to the Board regarding the large amount of uncollected debt along with the collection process used by Southern Credit Adjusters.

Commissioner Qualls moved to authorize write-offs in the amount of \$1,402,778.29 in uncollected debt for Health, EMS, and Public Utilities Water and Solid Waste. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

D. Halifax County FY 2019-2020 Budget Ordinance Adoption

Tony N. Brown, County Manager, stated that the Board had chose Option Three A which included Critical Unfinanced Requirements \$417,770; Critical Capital Requests \$460,038; enhanced Outside Requests \$210,500; and \$300 Fulltime, \$150 Part-time, Employee Bonuses in the amount of \$210,000. He also noted that the Halifax County FY 2019-2020 Budget Ordinance had been amended as follows: 1. Weldon City Schools requested two school resource officers be assigned to their district through the Sheriff's Office instead of the Weldon Police Department. Weldon City Schools would be responsible for 100% of the associated cost each year. This would increase the County's school resource officers from six to eight in the budget ordinance. 2. Also, the amended ordinance reflected an increase in the tax percentage in the six-mile fire tax district served by the Enfield Fire Department, Inc., from the current rate of 6.9¢ per \$100 to a 2¢ per \$100 fire tax increase. Mr. Brown reviewed the employee benefits that were included in the budget and requested that the Board adopt the Halifax County FY 2019-2020 Budget Ordinance, which is attached to these minutes as Attachment C.

Commissioner Manning moved to adopt the Halifax County FY 2019-2020 Budget Ordinance. Commissioner Qualls seconded the motion.

The votes were as follow:

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

4. **Other Business**

Tony N. Brown, County Manager, addressed the Board and requested authorization to close the County offices on Friday, July 5, 2019, which would provide employees an additional day off for the upcoming year in lieu of a cost of living adjustment.

Commissioner Smith moved to authorize the County Manager to close the County offices on Friday, July 5, 2019. Commissioner Qualls seconded the motion, which passed unanimously by voice vote.

Chairman Bryant thanked the members of the Board and the County Manager and staff for all their hard work during the preparation of the FY 2019-2020 Budget. A brief discussion was held by the Board in regards to making it a priority to provide better salaries for all County employees which would also be beneficial to the County regarding employee recruitment and retention and that if by some chance the County was in a better funding position that the Board would provide an increase in salaries and not wait until the next fiscal year.

Commissioner Johnson announced the passing of Reverend James Johnson who was well known by the Board regarding funding County recreational programs. Chairman Bryant stated that if Commissioner Johnson would provide information regarding the late Reverend Johnson, the Board could approve a resolution in his memory to be presented to the family.

5. Closed Session

There were no matters for discussion in Closed Session.

6. Adjourn until the July 8, 2019 Regular Meeting

Commissioner Qualls moved to adjourn the meeting until the July 8, 2019 Regular Meeting. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

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

Attachment A

Budget Amendments	Fiscal Year 18 - 19	June 17, 2019
1	Health - Carry Forward FY 18 reconciled, audited, DHHS approved year end balances into FY 19	\$ 675,490.02
2	Health - Carry Forward FY 18 reconciled, audited, DHHS approved year end balances into FY 19	119,142.34

Approved: June 17, 2019

A handwritten signature in blue ink, appearing to read 'V. Bryant', is written over a horizontal line.

Vernon J. Bryant
Chairman

Resolution to Convey County Property to a Unit of Government
Pursuant to G.S. 160A-274 and to Grant Easements in County Property
Pursuant to G.S. 160A-273

WHEREAS, Halifax County (the County) owns certain real property in Weldon Township, fronting 350 feet, more or less, on the west side of NC Highway 125, and fronting 190 feet, more or less, on the north side of SR 1683 (American Legion Road), containing 1.53 acres, more or less, being the site of Station No. 6 of the Halifax County Emergency Services system, and being the identical property acquired by the County by deed recorded in Book 2430, Page 32, Halifax Public Registry (the Property); and

WHEREAS, in connection with certain improvements on NC Highway 125 (Project No. 50162.2.1), the N.C. Department of Transportation (the Department) seeks to acquire the following interests in the Property:

- a. right of way in fee simple of a 0.0740 acre portion of the Property
- b. permanent utility easement over a 0.017 acre portion of the Property
- c. permanent drainage utility easement over a 0.115 acre portion of the Property
- d. temporary construction easement over a 0.080 portion of the Property; and

WHEREAS, a detailed description of the areas of land sought by the Department is attached hereto as Exhibit A; and

WHEREAS, the Department and the County have negotiated compensation in the total amount of \$61,925.00 for the sale and conveyance of the various interest in the Property described above; and

WHEREAS, the County desires to accept the compensation offered and to convey the interests in the Property sought by the Department; and

WHEREAS, G.S. 160A-274 provides that "[a]ny governmental unit may, upon such terms and conditions as it deems wise, with or without consideration, exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property"; and

WHEREAS, under G.S. 160A-273, in combination with G.S. 153A-176, a county has authority to grant easements over, through, under, or across any county property; and

NOW, THEREFORE, BE IT RESOLVED, that the Halifax County Board of Commissioners accepts the offer made by the N. C. Department of Transportation and authorizes the Chairman and other necessary county officials to execute all documents necessary to sell and convey the fee interest in the Property and to grant the easements, all as described herein in consideration of compensation in the total amount of \$61,925.00. This resolution supersedes any prior resolutions regarding the sale and conveyance of the interest in the Property to the Department and any such prior resolutions are hereby rescinded.

Adopted this 17th day of June, 2019.

Vernon J. Bryant, Board Chairman

Andrea H Wiggins, MNC,
Clerk to the Board

EXHIBIT A

Resolution to Convey County Property to a Unit of Government
Pursuant to G.S. 160A-274
and
Grant Easements in County Property
Pursuant to G.S. 160A-273

Weldon Township, Halifax County, described as follows:

Right of Way described as follows:

Point of beginning being N 0°57'6.8" W, 177.709 feet from -L-, Sta. 56+00 thence to a point on a bearing of N 11°39'21.0" E 193.395 feet thence to a point on a bearing of N 80°1'34.7" W 9.441 feet thence to a point on a bearing of S 12°42'57.4" W 276.540 feet thence to a point on a bearing of N 56°21'35.5" E 21.096 feet thence to a point on a bearing of N 11°21'35.5" E 42.399 feet thence along a curve 25.982 feet and having a radius of 5030.000 feet. The chord of said curve being on a bearing of N 11°30'28.3" E, a distance of 25.982 feet returning to the point and place of beginning.

Permanent Utility Easement described as follows:

Area One:

Point of beginning being N 74°42'5.8" W, 199.479 feet from -L-, Sta. 56+00 thence to a point on a bearing of N 9°40'42.6" E 21.664 feet thence to a point on a bearing of N 80°19'17.4" W 22.286 feet thence to a point on a bearing of S 11°12'25.3" W 21.609 feet thence to a point on a bearing of S 80°9'51.5" E 20.434 feet thence along a curve 2.429 feet and having a radius of 5030.000 feet. The chord of said curve being on a bearing of S 80°9'1.7" E, a distance of 2.429 feet returning to the point and place of beginning.

Area Two:

Point of beginning being N 3°55'34.2" W, 192.044 feet from -L-, Sta. 56+00 thence to a point on a bearing of N 77°17'2.6" W 15.000 feet thence to a point on a bearing of S 9°21'7.1" E 39.925 feet thence to a point on a bearing of N 12°42'57.4" E 37.000 feet returning to the point and place of beginning.

Permanent Drainage Utility Easement described as follows:

Point of beginning being N 4°9'37.3" E, 369.701 feet from -L-, Sta. 56+00 thence to a point on a bearing of N 80°11'34.7" W 31.281 feet thence to a point on a bearing of S 11°22'45.4" W 139.129 feet thence to a point on a bearing of S 4°52'35.4" E 43.012 feet thence to a point on a bearing of S 77°17'2.6" E 15.000 feet thence to a point on a bearing of N 12°42'57.4" E 181.587 feet returning to the point and place of beginning.

Temporary Construction Easement described as follows:

Area One:

Point of beginning being N 74°42'5.8" W, 199.479 feet from -L-, Sta. 56+00 thence along a curve 70.873 feet and having a radius of 5030.000 feet. The chord of said curve being on a bearing of S 79°43'58.8" E, a distance of 70.872 feet thence to a point on a bearing of N 56°21'35.5" E 23.551 feet thence to a point on a bearing of N 67°4'55.1" W 53.423 feet thence to a point on a bearing of N 80°19'17.4" W 34.000 feet thence to a point on a bearing of S 87°59'20.8" W 24.774 feet thence to a point on a bearing of S 11°12'25.3" W 0.981 feet thence to a point on a bearing of S 80°19'17.4" E 22.286 feet thence to a point on a bearing of S 9°40'42.6" W 21.664 feet returning to the point and place of beginning.

Area Two:

Point of beginning being N 32°35'41.2" W, 101.276 feet from -L-, Sta. 56+00 thence to a point on a bearing of N 56°21'35.5" E 24.631 feet thence to a point on a bearing of N 12°42'57.4" E 57.952 feet thence to a point on a bearing of N 9°21'7.1" W 39.925 feet thence to a point on a bearing of S 13°43'54.9" W 112.794 feet returning to the point and place of beginning.

Fiscal Year 2019-2020 Budget Ordinance

Commissioner Manning introduced the following Budget Ordinance, which was seconded by Commissioner Qualls and adopted.

Whereas, the proposed budget for Fiscal Year 2019-2020 was submitted to the Board of Commissioners on May 20, 2019 by the Halifax County Manager and filed with the Clerk to the Board on that date; and,

Whereas, on June 3, 2019, the Halifax County Board of Commissioners held a public hearing on the budget pursuant to G.S. 159-13.

Be it ordained by the Halifax County Board of Commissioners that for the purpose of financing the operations of Halifax County for the fiscal year beginning July 1, 2019 and ending June 30, 2020, there are hereby appropriated from taxes and other revenue the following amounts:

BE IT ORDAINED by the Board of Commissioners of Halifax County, North Carolina

Section 1. The following amounts are hereby appropriated in the General Fund for the operation of the county government and its activities for the fiscal year beginning July 1, 2019 and ending June 30, 2020, in accordance with the charts of accounts heretofore established for this County:

GENERAL GOVERNMENT	\$ 8,560,002
Cooperative Extension	356,085
County Management	613,539
Elections	296,472
Finance Department	527,400
Governing Body	190,534
Halifax Development Commission	320,285
Human Resources	252,846
Information Technology Services	814,802
Legal Department	274,760
Library	656,772
Natural Resources Conservation	181,411

Operations Department	1,807,718
Planning and Development Services	445,149
Register of Deeds	407,805
Tax Administration	1,414,424
Tax Revaluation	-
HUMAN SERVICES	\$ 8,275,783
Health Department	2,502,677
Cardinal Innovations	319,500
Cardinal Innovations ABC	42,000
Social Services	5,411,606
EDUCATION	\$ 11,221,152
Schools Current Expense	5,612,231
Schools Capital Outlay	4,166,043
Halifax Community College County Current Fund	1,112,851
Halifax Community College Other CE-Inst Support	75,000
Halifax Community College Plant Fund	255,027
PUBLIC SAFETY	\$ 12,565,439
Central Communications	889,124
Emergency Management	101,178
Emergency Medical Services	2,913,369
Jail Department	3,136,472
Sheriff's Department	5,381,137
Fire Departments Donations	79,000
Judicial Services	25,159
Medical Examiner	60,000
OTHER SERVICES	\$ 3,401,680
Student Incentive	90,788
Juvenile Crime Prevention	187,846
Boards and Commissions	7,348
Outside Funding Recipients	110,500

1/2 Cent Sales Tax (Art. 44*524)	530,000
Local 1/4 Cent Sales Tax (Art. 46)	1,300,000
Register of Deeds	278,500
ABC	292,000
Privilege Schedule B	3,200
Occupancy Taxes - Administration	800,000
Motor Vehicle Tax	2,815,000
INTERGOVERNMENTAL REVENUES	\$ 506,000
Facility Fees	65,000
Telecable Franchise Tax	85,000
Reimbursement from State-DWI	6,000
Municipal Tax and Fee Collections	350,000
PERMITS AND FEES	\$ 750,550
Building Inspection Fees	150,000
Credit Card Fees	13,000
Elections Revenue/Filing Fees	27,500
Sheriff's Fees	46,500
ID Card Replacement	50
Civil Fees	55,000
Jail Canteen	30,000
Inmate Sick Call Fees	-
Misdemeanor Program	9,000
Officer Fees	13,000
Fines & Forfeitures	175,000
Jail Fees	32,000
Tax Administration - Maps	1,600
Handgun Processing - Sheriff	22,000
Handgun Fingerprint Fees	2,400
Camp Fees	16,000
Attorney Fees	87,500
Tax Advertising Fees	70,000

Home & Community Care Block Grant	292,174
Economic Development Incentive Program	-
Tourism	3,600
Council on Aging	16,575
Aging Coordinator	75,460
Veterans	60,061
Farmers Market	4,500
Insurance	247,556
NC Forestry Service	100,000
Employee Bonus	181,510
Transfer/Support Services	2,023,762

Notwithstanding the appropriation for "Outside Funding Recipients", if it is determined that there is no statutory authority for the county to engage in the activity funded for the outside funding recipient, or that the funding of such activity is not authorized by law, then such appropriation shall be void. All outside funding recipients shall execute a grant agreement with the County before funding is received.

TOTAL APPROPRIATION **\$ 44,024,056**

Section 2. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

AD VALOREM TAXES	\$ 25,373,000
Taxes Ad Valorem	24,700,000
Prior Years Taxes	450,000
Late Payment Interest	195,000
Gross Tax Receipts	28,000
OTHER TAXES AND LICENSES	\$ 13,388,700
1 Cent Sales Tax	2,800,000
1/2 Cent Sales Tax (Art. 40)	2,570,000
1/2 Cent Sales Tax (Art. 42)	2,000,000

Attachment C

MISCELLANEOUS REVENUE	\$	1,771,605	TOTAL REVENUES	\$ 44,024,056
Concession Machines		50		
Magistrate Rent		2,100		
Other Rents		141,043		
Interest on Investments		300,000		
Library		108,223		
Economic/Physical Development		23,600		
Miscellaneous Revenue		144,650		
Jail Pay/Tel Communications		36,000		
Fire - Loan		6,000		
Social Services/Weldon Middle Sewer Pump		-		
Halifax County Schools SRO		301,084		
Weldon City Schools SRO		120,000		
Donations - Sheriff		1,500		
Public Utilities - Water Indirect Cost		123,680		
Public Utilities - Solid Waste Indirect Cost		131,130		
Public Utilities - Solid Waste Monofill Indirect Cost		5,385		
Tourism		3,600		
QSCB Debt Pmt Federal Reimbursement		116,160		
RVCC/EDC/TDA Maint Account		5,400		
Lottery Funds - Manning Elem Debt Pmt		200,000		
Meals on Wheels Donations		2,000		
HUMAN SERVICES	\$	2,000		
Veterans Administration		2,000		
GRANTS	\$	581,197		
Student Incentive		90,788		
Youth Services-DJDP		187,846		
Home & Community Care Block Grant		302,563		
TRANSFER FROM OTHER FUNDS	\$	375,000		
FUND BALANCE	\$	1,276,004		

Section 3. The following amounts are hereby appropriated in the **Reassessment Fund** for the future revaluation of property in Halifax County during the fiscal year beginning July 1, 2019 and ending June 30, 2020, in accordance with the chart of accounts heretofore established for this county:

TOTAL APPROPRIATIONS \$ 50,000

Section 4. It is estimated that the following revenues will be available to the **Reassessment Fund** for the fiscal year beginning July 1, 2019 and ending June 30, 2020:

Transfer General Fund \$ 50,000
Fund Balance

TOTAL ESTIMATED REVENUES \$ 50,000

Section 5. The following amounts are hereby appropriated for **Unemployment Insurance** for the fiscal year beginning July 1, 2019 and ending June 30, 2020, in accordance with the chart of accounts heretofore established for this county:

Expenses \$ 25,000
Transfer General Fund 375,000

TOTAL APPROPRIATIONS \$ 400,000

Section 6. It is estimated that the following revenues will be available for **Unemployment Insurance** for the fiscal year beginning July 1, 2019 and ending June 30, 2020:

Interest Earned \$ -
Transfer General Fund 244,825
Fund Balance 155,175

TOTAL ESTIMATED REVENUES \$ 400,000

Section 7. The following amounts are hereby appropriated for the **Drug Enforcement Fund** for the fiscal year beginning July 1, 2019 and ending June 30, 2020, in accordance with the chart of accounts heretofore established for this county:

Miscellaneous Expenditures \$ 200

TOTAL APPROPRIATIONS \$ 200

Section 8. It is estimated that the following revenues will be available for the **Drug Enforcement Fund** for the fiscal year beginning July 1, 2019 and ending June 30, 2020:

Fund Balance \$ 200

TOTAL ESTIMATED REVENUES \$ 200

Section 9. The following amounts are hereby appropriated for the **Drug Task Force Fund** for the fiscal year beginning July 1, 2019 and ending June 30, 2020, in accordance with the chart of accounts heretofore established by this county:

Supplies and Materials \$ 17,000
Tools and Equipment 1,000

TOTAL APPROPRIATIONS \$ 18,000

Section 10. It is estimated that the following revenues will be available for the **Drug Task Force Fund** for the fiscal year beginning July 1, 2019 and ending June 30, 2020:

Fund Balance \$ 18,000

TOTAL ESTIMATED REVENUES \$ 18,000

Section 11. The following amounts are hereby appropriated for the **Controlled Substance Tax Fund** for the fiscal year beginning July 1, 2019 and ending June 30, 2020, in accordance with the chart of accounts heretofore established for this county:

Supplies and Materials	\$ 5,000
Capital Outlay	20,000
Travel/Training	2,000
Other Expense	5,000

TOTAL APPROPRIATIONS

\$ 32,000

Section 12. It is estimated that the following revenues will be available for the **Controlled Substance Tax Fund** for the fiscal year beginning July 1, 2019 and ending June 30, 2020:

State Funds	\$ 7,000
Interest Earned	-
Fund Balance	25,000

TOTAL ESTIMATED REVENUE

\$ 32,000

Section 13. The following amounts are hereby appropriated for the **Federal Asset Forfeiture Fund** for the fiscal year beginning July 1, 2019 and ending June 30, 2020, in accordance with the chart of accounts heretofore established for this county:

Supplies	\$ 20,000
Capital Outlay	80,000

TOTAL APPROPRIATIONS

\$ 100,000

Section 14. It is estimated that the following revenues will be available for the **Federal Asset Forfeiture Fund** for the fiscal year beginning July 1, 2019 and ending June 30, 2020:

Federal Funds	\$ -
Fund Balance	100,000

TOTAL ESTIMATED REVENUES

\$ 100,000

Section 15. The following amounts are hereby appropriated for the **Emergency Telephone System** for the fiscal year beginning July 1, 2019 and ending June 30, 2020, in accordance with the chart of accounts heretofore established for this county:

Telephone Expenses	\$ 55,000
Service Contracts	155,000
Recurring Charges	-
Employee Training Expenses	35,000
Capital Outlay	10,000
	59,530

TOTAL APPROPRIATIONS

\$ 314,530

Section 16. It is estimated that the following revenues will be available for the **Emergency Telephone System** for the fiscal year beginning July 1, 2019 and ending June 30, 2020:

Wireless Funds	\$ 314,530
Fund Balance	-

TOTAL ESTIMATED REVENUES

\$ 314,530

Section 17. The following amounts are hereby appropriated for the **Health Insurance Fund** for the fiscal year beginning July 1, 2019 and ending

June 30, 2020, in accordance with the chart of accounts heretofore established for this county:

Expenses \$ 5,200,000
TOTAL APPROPRIATIONS \$ 5,200,000

Section 18. It is estimated that the following revenues will be available for the Health Insurance Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020:

Revenue \$ 5,200,000
Interest Earned -
Fund Balance -

TOTAL ESTIMATED REVENUE \$ 5,200,000

Section 19. The following amounts are hereby appropriated for the Solid Waste Collection Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020, in accordance with the chart of accounts heretofore established for this county:

Salaries and Benefits \$ 442,286
Supplies 2,292,253
Capital Outlay 74,100

TOTAL APPROPRIATIONS \$ 2,808,639

Section 20. It is estimated that the following revenues will be available for the Solid Waste Disposal Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020:

HH SW Fee \$ 1,796,982
Availability Fees 996,657

Other Revenues 15,000
Fund Balance -

TOTAL ESTIMATED REVENUES \$ 2,808,639

Section 21. The following amounts are hereby appropriated for the White Goods Disposal Fund operation for the fiscal year beginning July 1, 2019 and ending June 30, 2020, in accordance with the chart of accounts heretofore established for this county:

Engineering Services \$ 10,000
Fees -

TOTAL APPROPRIATIONS \$ 10,000

Section 22. It is estimated that the following revenues will be available for the White Goods Disposal Fund operations for the fiscal year beginning July 1, 2019 and ending June 30, 2020:

Privilege Tax \$ -
Fund Balance 10,000

TOTAL ESTIMATED REVENUES \$ 10,000

Section 23. The following amounts are hereby appropriated for the Solid Waste Disposal/Transfer Station Fund operation for the fiscal year beginning July 1, 2019 and ending June 30, 2020, in accordance with the chart of accounts heretofore established for this county:

Salaries and Benefits \$ 128,709
Supplies 239,084
Collection and Hauling 744,420
Debt Service 189,840
Ash Monofill Expense 32,685

SW Landfill Closure 50,000
Capital Outlay 122,000
TOTAL APPROPRIATIONS \$ 1,506,738

Section 24. It is estimated that the following revenues will be available for the
Solid Waste Disposal/Transfer Station Fund for the fiscal year beginning
July 1, 2019 and ending June 30, 2020:

SW Landfill Closure \$ 50,000
Tipping Fees 608,431
Int & SW Disposal Tax 50,000
Availability Fees 758,622
Fund Balance 39,685

TOTAL ESTIMATED REVENUE \$ 1,506,738

Section 25. The following amounts are hereby appropriated for the **Solid
Waste Electronics Management Fund** operations for the fiscal year beginning
July 1, 2019 and ending June 30, 2020, in accordance with the chart of accounts
heretofore established for this county:

Recycling Disposal Fee \$ 10,000

TOTAL APPROPRIATIONS \$ 10,000

Section 26. It is estimated that the following revenues will be available for the
Solid Waste Electronic Management Fund operations for the fiscal year
beginning July 1, 2019 and ending June 30, 2020:

SW Electronics Management \$ 3,000
Fund Balance 7,000

TOTAL ESTIMATED REVENUES \$ 10,000

Section 27. The following amounts are hereby appropriated for the **Tire
Disposal Fund** operations for the fiscal year beginning July 1, 2019 and
ending June 30, 2020, in accordance with the chart of accounts heretofore
established for this county:

Fees \$ 80,000

TOTAL APPROPRIATIONS \$ 80,000

Section 28. It is estimated that the following revenues will be available for the
Tire Disposal Fund operations for the fiscal year beginning July 1, 2019 and
ending June 30, 2020:

Sales Tax \$ 65,000
Scrap Tire Grant 15,000
Fund Balance -

TOTAL ESTIMATED REVENUES \$ 80,000

Section 29. The following amounts are hereby appropriated for the **Water
Department Fund** operations for the fiscal year beginning July 1, 2019 and
ending June 30, 2020, in accordance with the chart of accounts heretofore
established for this county:

Salaries and Benefits \$ 774,106
Supplies 501,280
Services 1,098,550
Water Purchases 2,160,688
Capital Outlay 158,400
Debt Service 1,610,842

TOTAL APPROPRIATIONS \$ 6,303,866

Section 30. It is estimated that the following revenues will be available for the Water Department Fund operations for the fiscal year beginning July 1, 2019 and ending June 30, 2020:

Other Operating Revenues	\$ 280,000
Water Sales	5,756,366
Fees	265,000
Interest	2,500
Fund Balance	-

TOTAL ESTIMATED REVENUE \$ 6,303,866

Section 31. The following amounts are hereby appropriated for the Phase XI Water Revenue Bonds - Debt Service Fund operations for the fiscal year beginning July 1, 2019 and ending June 30, 2020, in accordance with the chart of accounts heretofore established for this county:

Revenue Bonds	\$ 49,000
Revenue Bond Interest	49,080
Bank Service Charges	100

TOTAL APPROPRIATIONS \$ 98,180

Section 32. It is estimated that the following revenues will be available for the Phase XI Water Revenue Bonds - Debt Service Fund operations for the fiscal year beginning July 1, 2019 and ending June 30, 2020:

Transfer - Water and Sewer Fund	\$ 98,080
Interest Earned	100

TOTAL ESTIMATED REVENUES \$ 98,180

Section 33. The following amounts are hereby appropriated for the Law Enforcement Separation Fund for the fiscal year beginning July 1, 2019 and

ending June 30, 2020, in accordance with the chart of accounts heretofore established for this county:

Salaries and Benefits	\$ 130,000
TOTAL APPROPRIATIONS	\$ 130,000

Section 34. It is estimated that the following revenues will be available for the Law Enforcement Separation Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020:

Transfer General Fund	\$ 130,000
Interest Earned	-
Fund Balance	-

TOTAL ESTIMATED REVENUES \$ 130,000

Section 35. The following amounts are hereby appropriated for the Public School Building Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020, in accordance with the chart of accounts heretofore established for this county:

Expenses	\$ 87,000
TOTAL APPROPRIATIONS	\$ 87,000

Section 36. It is estimated that the following revenues will be available for the Public School Building Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020:

Interest Earned	\$ -
Fund Balance	87,000

TOTAL ESTIMATED REVENUES \$ 87,000

Section 37. The following amounts are hereby appropriated for the Health Department Fund operations for the fiscal year beginning July 1, 2019 and ending June 30, 2020, in accordance with the chart of accounts heretofore established for this county:

Salaries and Benefits	\$ 5,077,059
Operational Expenses	1,978,533
Capital Outlay	138,944

TOTAL APPROPRIATIONS \$ 7,194,536

Section 38. It is estimated that the following revenues will be available for the Health Department Fund operations for the fiscal year beginning July 1, 2019 and ending June 30, 2020:

County Appropriation	\$ 2,502,677
Home Health and Hospice Fund Balance	-
State Grants	1,410,921
Fees/Donations	282,564
Health Fund Balance	577,634
Home Health - Medicaid, Medicare Ins.	1,367,430
Hospice Donations - United Way/Private Ensure	23,513
Medicare, Medicaid	566,847
Other	462,950

TOTAL ESTIMATED REVENUES \$ 7,194,536

Section 39. The following amounts are hereby appropriated for the Department of Social Services Fund operations for the fiscal year beginning July 1, 2019 and ending June 30, 2020, in accordance with the chart of accounts heretofore established for this county:

General Administration	\$ 11,020,558
Purchased Services	2,805,842

Medicaid/Special Assistance	915,000
Foster Care/Adoption	449,222
Crisis	427,800
Blind Services	7,406
LIEAP Program	422,561

TOTAL APPROPRIATIONS \$ 16,048,389

Section 40. It is estimated that the following revenues will be available for the Department of Social Services Fund operations for the fiscal year beginning July 1, 2019 and ending June 30, 2020:

General Administration/Purchased Services	\$ 9,622,180
Foster Care/Adoption	138,085
IV-D Incentive Returns	78,039
CAP/Medicaid Case Management	364,050
Twin Co/Hospital	11,868
General Fund Appropriation	5,411,606
LIEAP Program	422,561

TOTAL ESTIMATED REVENUES \$ 16,048,389

Section 41. The following amounts are hereby appropriated for the Cooperative Extension Agent Program/County Extension/4-H Account for the fiscal year beginning July 1, 2019 and ending June 30, 2020, in accordance with the chart of accounts heretofore established for this county:

CoOp Agent Program Expenses	\$ 800
County Extension Expenses	1,000
4-H Account Expenses	1,500

TOTAL APPROPRIATIONS \$ 3,300

Section 42. It is estimated that the following revenues will be available for the Cooperative Extension Agent Program/County Extension/4-H Account for the fiscal year beginning July 1, 2019 and ending June 30, 2020:

Fees	\$ 1,300
Donations	500
4-H Livestock	1,000
Other Revenues	500

TOTAL ESTIMATED REVENUES \$ 3,300

Section 43. The following amounts are hereby appropriated for the Emergency Medical Services Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020, in accordance with the chart of accounts heretofore established for this county:

Salaries and Benefits	\$ 4,608,548
Operating Expenses	695,076
Debt Service	83,518
Transfer General Fund-Performance Evaluations	-
Capital Outlay	491,000

TOTAL APPROPRIATIONS \$ 5,878,142

Section 44. It is estimated that the following revenues will be available for the operations of Emergency Medical Services for the fiscal year beginning July 1, 2019 and ending June 30, 2020:

Emergency Medical Services	\$ 2,443,324
Cost Reporting Revenue	400,000
Warren County Appropriation	107,449
Transfer General Fund	2,913,369
Halifax Fire District Contract	4,000
Debt Setoff Collections	10,000

Fund Balance

TOTAL ESTIMATED REVENUES \$ 5,878,142

Section 45. The following amounts are hereby appropriated for the operations of Central Communications for the fiscal year beginning July 1, 2019 and ending June 30, 2020, in accordance with the chart of accounts heretofore established for this county:

Salaries and Benefits	\$ 1,264,137
Operating Expenses	121,934
Capital Outlay	6,400

TOTAL APPROPRIATIONS \$ 1,392,471

Section 46. It is estimated that the following revenues will be available for the operations of Central Communications for the fiscal year beginning July 1, 2019 and ending June 30, 2020:

City of Roanoke Rapids Contribution	\$ 345,186
Town of Scotland Neck Contribution	44,540
Town of Weldon Contribution	41,756
Town of Enfield Contribution	75,162
Town of Littleton Contribution	16,703
Town of Hobgood Contribution	-
Transfer General Fund	869,124

TOTAL ESTIMATED REVENUES \$ 1,392,471

Section 47. The following amounts are hereby appropriated for the Fire District Funds for the operation of fire protection services for the fiscal year beginning July 1, 2019 and ending June 30, 2020, in accordance with the chart of accounts heretofore established for this county:

Davie Fire District	\$ 406,500
Darlington Fire District	81,500
Rheasville Fire District	187,900
Thelma Fire District	15
Tillery Fire District	29,000
Littleton Fire District	258,600
Arcola Fire District	48,650
Enfield Fire District	255,200
Hallfax Fire District	106,250
Hobgood Fire District	26,400
Scotland Neck Fire District	106,150
Weldon Fire District	125,100
TOTAL APPROPRIATIONS	\$ 1,631,265

Section 48. It is estimated that the following revenues will be available for the Fire District Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020:

Tax Revenues	\$ 1,377,115
Sales Tax	254,150

TOTAL ESTIMATED REVENUES \$ 1,631,265

Section 49. The following amounts are hereby appropriated for the Tax Agency Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020, in accordance with the chart of accounts heretofore established for this county:

Town of Littleton Tax Payments	\$ 257,000
City of Roanoke Rapids Tax Payments	8,737,000
Town of Weldon Tax Payments	725,000
Town of Scotland Neck Tax Payments	600,000
Town of Enfield Tax Payments	558,000
Town of Hobgood Tax Payments	58,000

Town of Halifax Tax Payments	78,000
TOTAL APPROPRIATIONS	\$ 11,013,000

Section 50. It is estimated that the following revenues will be available for the Tax Agency Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020:

Town of Littleton Tax Collections	\$ 257,000
City of Roanoke Rapids Tax Collections	8,737,000
Town of Weldon Tax Collections	725,000
Town of Scotland Neck Tax Collections	600,000
Town of Enfield Tax Collections	558,000
Town of Hobgood Tax Collections	58,000
Town of Halifax Tax Collections	78,000

TOTAL ESTIMATED REVENUES \$ 11,013,000

Section 51. There is hereby levied a tax at the rate of seventy-two cents (\$0.72) per one hundred dollars (\$100) valuation of property listed as of January 1, 2019, for the purpose of raising revenue included in "Ad Valorem Taxes - Current Year" in the General Fund in Section 2 of this ordinance.

This rate of tax is based on the estimated total valuation of property for the purpose of taxation of \$3,293,624,396 with an estimated collection rate of 97.40%.

Section 52. Pursuant to G.S. 153A-149(b)(7), there is hereby levied a tax at the rate of five cents (\$0.05) per one hundred dollars (\$100) valuation of property listed as of January 1, 2019, for the purpose of raising revenue for the repayment of debt incurred by the County pursuant to an Installment Financing Contract dated May 25, 2016, to finance the construction of a new elementary school to replace Manning Elementary School. The County shall cause all such revenues received under this levy to be deposited to the credit of the General Fund of the County, but to be disbursed only for said debt repayment. The rate of tax is based on an estimated total valuation of property for the purpose of taxation of

\$3,293,624,396 with an estimated collection rate of 97.40%.

Section 53. Pursuant to G.S. 115C-511, there is hereby a levied tax at the rate of twenty cents (\$0.20) per one hundred dollars (\$100) valuation of property listed for the taxes as of January 1, 2019, located within the Weldon-Halifax Administrative School Unit for the purpose of supplementing the revenues of the Administration Unit. The rate of tax is based on an estimated total valuation of property for the purpose of taxation of \$623,211,925 and an estimated collection rate of 97.40%.

There is hereby appropriated to the Weldon-Halifax Administrative Unit the sum of \$1,214,017 from the proceeds of said tax plus any additional revenue accruing to the Weldon-Halifax Administrative Unit as required by law from Sales Taxes and other sources.

Section 54. Pursuant to G.S. 115C-511, there is hereby levied a tax at the rate of ten cents (\$0.10) per one hundred dollars (\$100) valuation of property listed for taxes as of January 1, 2019, located within the Halifax County Schools Administrative School Unit for the purpose of supplementing the revenues of the Administration Unit. The rate of tax is based on an estimated total valuation of property for the purpose of taxation of \$1,834,371,510 and an estimated collection rate of 97.40%.

There is hereby appropriated to the Halifax County Schools Administrative Unit the sum of \$1,786,678 from the proceeds of said tax plus any additional revenue accruing to the Halifax County Schools Administrative Unit as required by law from Sales Taxes and other sources.

Section 55. The following taxes are hereby levied for the Special Fire Districts shown below. Each rate is per one hundred dollars (\$100) valuation of property listed for taxes as of January 1, 2019, located within each Fire District. This rate of tax is based on an estimated total valuation of real and personal property for the purposes of taxation of \$1,731,965,383. The rates of tax are based on an estimated collection rate of 97.40%.

There is hereby appropriated to the Fire Districts the sum of \$1,271,764 from the proceeds of said tax plus any additional revenue accruing to the Special Fire Districts as required by law from Sales Taxes and other sources.

TAXING DISTRICT	PROPERTY VALUATION	TAX RATE	REVENUE
Davie	\$ 321,751,101	0.0945	\$ 296,149
Darlington	68,752,730	0.0890	59,599
Rheasville	195,743,986	0.0705	134,412
Tillery	47,606,632	0.0475	22,025
Littleton	390,729,345	0.0534	203,225
Arcola	51,424,934	0.0677	33,909
Enfield	279,909,667	0.0890	242,642
Halifax	117,835,810	0.0728	83,554
Hobgood	29,216,818	0.0685	19,493
Scotland Neck	113,952,594	0.0690	76,583
Weldon	115,041,767	0.0894	100,173

Section 56. In accordance with G.S. 115C-429(b) the following appropriations are made to the Halifax County, Weldon City and Roanoke Rapids City School Districts for Current Expenses. Per Pupil ADM allocations for Charter School students residing in Halifax County are included in the three school systems' Current Expense allocations. The budget resolution adopted by those School Districts shall conform to the appropriations set forth in the Budget Ordinance.

School Appropriations:

	Halifax County	Roanoke Rapids	Weldon
Total Current Expense	\$ 2,511,473	\$ 2,281,933	\$ 818,825
Total Capital Outlay	538,234	507,320	310,276

- The Capital Outlay amount listed for RRGSD includes the QZAB debt service payment of \$89,500. The Capital Outlay amount also includes QSCB Debt Service for Weldon City Schools of \$58,077 and QSCB Debt Service for RRGSD of \$107,857.
- Additional Capital Outlay items are as follows: Enfield School project

\$1,047,857 and Manning Elementary School project \$1,646,196.

Section 57. Additional sales tax revenues distributed to the County pursuant to G.S. 105-524 (Article 44*524) must be appropriated for economic development, public education or community college purposes. Each fiscal year, the Halifax County Board of Commissioners will determine whether and how to appropriate Article 44*524 funds that are actually held by the County at the time of adoption of the budget ordinance.

In this budget ordinance, the sum of \$726,000 is appropriated as follows:

Economic Development	\$ -
School Current Expense	-
School Capital Outlay	600,000
Halifax Community College County Current Fund	-
Halifax Community College Plant Fund	126,000
TOTAL APPROPRIATIONS	\$ 726,000

These appropriations are reflected in earlier sections of this budget ordinance.

Section 58. Pursuant to Chapter 54, Article III, of the Halifax County Code of Ordinances the collection fee assessed under Sections 54-29(a) shall be \$128.18 per year per dwelling unit, the disposal fee assessed under Section 54-30(a) shall be \$51.59 per year per dwelling unit, and the availability fee assessed under Section 54-31(a) shall be \$42.55 per year per dwelling unit.

Section 59. Funds collected from solid waste fees will be credited in accordance with the schedule adopted by the Board of Commissioners.

Section 60. The Budget Officer is hereby authorized to transfer appropriations as contained herein under the following conditions:

a. He/she may transfer amounts between line item expenditures within a department without limitation and without a report being required. These changes

should not result in increases in recurring obligations such as salaries.

b. He/she may transfer amounts up to \$1,000 between departments, including contingency appropriations, within the same fund. He/she must make an official report on such transfers at the next regular meeting of their Board of Commissioners.

c. He/she may neither transfer any amounts between funds nor from any contingency appropriation within any fund, except as approved by the Board of Commissioners in the Budget Ordinance as amended.

Section 61. The Budget Officer may make cash advances between funds for periods not to exceed 60 days without reporting to the Board of Commissioners. Any advances that extend beyond 60 days must be approved by the Board. All advances that will be outstanding at the end of any fiscal year must be approved by the Board.

Section 62. The County Manager is hereby authorized to execute contractual documents under the following conditions:

a. He/she may execute contracts for construction, repair projects or design services requiring the estimated expenditure of \$15,000 or less, provided the amounts are within budgeted appropriations.

b. He/she may execute contracts for 1) purchases of apparatus, supplies, materials, or equipment which are within budgeted appropriations; and 2) services which are within budgeted appropriations.

c. He/she may execute grant agreements to or from public and non-profit organizations which are within budgeted appropriations, unless a grantor organization requires execution by the Board of Commissioners.

Section 63. Capital Outlay purchases shall be defined as equipment and physical property, other than land or buildings, having a useful life of more than three (3) years and cost in excess of \$5,000.

Section 64. Copies of this Budget Ordinance shall be furnished to the Clerk to the Board of Commissioners, the Budget Officer, the Finance Officer, and the Tax Administrator to be kept on file by them for their direction in the disbursement of funds.

Section 65. This 2019-2020 budget includes a ceiling on the maximum number of funded positions by department.

a. This budget provides for the following full-time employee positions:

Board of Elections	2
Cooperative Extension Service	4
County Management	6
Economic Development	3
Emergency Services - Central Communications	21
Emergency Services - Emergency Management	1
Emergency Services - Emergency Medical Services	66
Finance	8
Human Resources Management	5
Information Technology	4
Legal	3
Library	10
Natural Resources Conservation Service	3
Operations	17
Planning and Development	5
Public Health	75
Public Utilities	22
Register of Deeds	6
Sheriff	73
Sheriff - Jail	32
Social Services	175
Tax Administration	20
Tax Revaluation	7
Total Full-Time Positions	568

b. Pursuant to G.S. 128-21(11d) and G.S. 143-166.50(a)(3), the number of full time paid personnel who receive service retirement benefits for law enforcement officers supplemental retirement benefits for law enforcement officers may not exceed the number of law enforcement positions approved by the Halifax County Board of Commissioners. The number of law enforcement positions approved by the Halifax County Board of Commissioners is 73. Eight of the law enforcement positions are school resource officers that are funded by outside sources. Subject only to this limitation, the Sheriff may employ such personnel in any position he deems advisable.

c. The County Manager will continue to enforce a hiring freeze as positions come vacant, but may use discretion if a vacant position will negatively impact the revenue generation, work efficiency, or public safety of the County.

Adopted this 17th day of June 2019.



Vernon J. Bryant, Chairman
Halifax County Board of Commissioners



Andra H. Wiggins
Clerk to the Board



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Mary W. Duncan, Finance Director

SUBJECT: Budget Amendments

DATE: August 12, 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 8-12-19
- ▢ BA List 8-12-19

TOTAL COST:\$0

COUNTY COST:\$0

REQUEST: Approve presented Budget Amendments

Budget Amendments	Fiscal Year 19 - 20	August 12, 2019
1	General Fund - Break out solar farm leases into specific agreements	\$ 9,978.00
2	General Fund - Appropriate Reassessment Fund Balance for FY 20 budget	51,477.17
3	General Fund - Reduce budgeted Indirect Cost to actual values per the finalized allocation plan	36,674.00
4	Historic Courthouse - Transfer funds from EMS to Operations for FY 20 postage expense	1,000.00
5	Historic Courthouse - Transfer funds from Solid Waste to Operations for FY 20 postage expense	250.00
6	Cooperative Extension - Operation Restart/Restitution - Reverse original grant budget for FY 19-20	80,175.00
7	Cooperative Extension - Operation Restart/Restitution - Set up revised grant budget for FY 19-20	82,246.00
8	Cooperative Extension - Operation Restart - Reverse original grant budget for FY 19-20	107,671.00
9	Cooperative Extension - Operation Restart - Set up revised grant budget for FY 19-20	92,660.00
10	Cooperative Extension - Student Incentive - Reverse original grant budget for FY 19-20	90,788.00
11	Cooperative Extension - Operation Restart - Set up actual revised grant budget for FY 19-20	98,333.00
12	Sheriff - Budget insurance claim reimbursement for a total loss due to fire	14,809.53
13	Sheriff - Budget additional revenue to the Drug Task Force	5,000.00
14	Reassessment Fund - Appropriate Fund Balance to the General Fund for FY 20 budget	51,477.17
15	EMS - Transfer funds to the General Fund - Operations for FY 20 postage expense	1,000.00
16	Public Utilities - Solid Waste - Transfer funds to the General Fund -Operations for FY 20 postage expense	250.00

Approved: August 12, 2019

Vernon J. Bryant
Chairman

BUDGET AMENDMENT

Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
110-4410-4860-25 / 220 Acre Solar Farm		825.00	General Fund
110-4410-4860-26 / 17 Acre Solar Center	9,978.00		Adjust solar farm rent to leases
110-4410-4860-29 / 14 Acre Solar Farm		1,804.00	
110-4410-4991-00 / Fund Balance		7,349.00	
TOTALS	9,978.00	9,978.00	

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

Approval for Performance Compensation	
Human Resources Director	Date

Program Director	Date
<i>Mary W. Duncan</i>	8-2-19
Department / Agency Head	Date
County Manager or Deputy County Manager or County Commissioner Chairman	Date

BUDGET AMENDMENT

Account Number / Name	Debit	Credit	Explanation
110-4410-4991-00 Fund Balance	51,477.17		GENERAL GOVERNMENT
110-4410-4986-70 T/F from Reassessment-Reva		51,477.17	APPROPRIATE FUNDS TO COVER REVALUATION BUDGET FOR FY19-20
	51,477.17	51,477.17	

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

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Approval for Performance Compensation

Human Resources Director Date

Program Director Date

Department / Agency Head Date

County Manager or Date
Deputy County Manager or
County Commissioner Chairman

BUDGET AMENDMENT

Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
110-4410-4310-75 / PU-Wtr Indirect Cost	10,210.00		General Fund
110-4410-4310-79 / PU-SW Disp Indirect Cost	26,464.00		Adjust indirect cost based on cost allocation plan
110-4410-4310-80 / PU-SW Mono Indirect Cost		314.00	
110-4410-4991-00 / Fund Balance		36,360.00	
TOTALS	36,674.00	36,674.00	

- * 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

	Date
	Date

County Manager or Deputy County Manager or County Commissioner Chairman	Date
---	------

BUDGET AMENDMENT

Account Number / Name	Debit	Credit	Explanation
110-5261-5325-00 / Postage	1,000.00		Historic Courthouse
110-4410-4991-00 / Fund Balance		1,000.00	Transfer funds to Operations for FY 20 postage usage from EMS
TOTALS	1,000.00	1,000.00	

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

Approval for Performance Compensation

Human Resources Director Date

Program Director

Date



Department / Agency Head

Date

 County Manager or
 Deputy County Manager or
 County Commissioner Chairman

Date

BUDGET AMENDMENT

Account Number / Name	Debit	Credit	Explanation
110-5261-5325-00 / Postage	250.00		Historic Courthouse
110-4410-4991-00 / Fund Balance		250.00	Transfer funds to Operations for FY 20 postage usage from Solid Waste
TOTALS	250.00	250.00	

- * 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

TM

7-11-19

Department / Agency Head
Date

County Manager or
Deputy County Manager or
County Commissioner Chairman
Date

BUDGET AMENDMENT


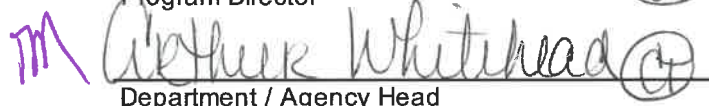
Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
110-4583-4330-50 - Operation Restart Revenue	80,175.00		Cooperative Extension - Operation Restart/Community Service -
110-6869-5121-00 - Salaries - Regular		34,965.00	Reversal of original 2020 Budget
110-6869-5126-00 - Salaries - PT & Temp		8,736.00	
110-6869-5127-00- Longevity		1,049.00	
110-6869-5138-00 - Performance Evaluation		842.00	
110-6869-5181-00 - Social Security		2,709.00	
110-6869-5181-01 - Medicare Tax		634.00	
110-6869-5182-00 - Retirement		3,129.00	
TOTALS			

- * 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 7/30/19
 Department / Agency Head Date 7/30/19

County Manager or
 Deputy County Manager or
 County Commissioner Chairman

Date

FIN BA 01

BUDGET AMENDMENT

pg 2

Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
110-6869-5183-00 - Medical Insurance		8,460.00	Cooperative Extension - Operation Restart/Community Service -
110-6869-5183-01 - Dental Insurance		420.00	Reversal of original 2020 Budget
110-6869-5184-02 - Life Insurance		36.00	
110-6869-5185-00 - Unemployment Insurance		874.00	
110-6869-5186-00 - Workmen's Comp		155.00	
110-6869-5189-00 - Employee Assistance Program		16.00	
110-6869-5220-00 - Food & Provisions		1,700.00	
110-6869-5250-00 - Vehicle Fuel		3,800.00	
TOTALS			

- * 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

<u>Michael Pittman</u>	<u>7/30/19</u>
Program Director	Date
<u>Arthur Whitehead</u>	<u>7/30/19</u>
Department / Agency Head	Date

County Manager or
Deputy County Manager or
County Commissioner Chairman

Date

FIN BA 01

BUDGET AMENDMENT

pg 3



Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
110-6869-5260-00 - Office Supplies		500.00	Cooperative Extension - Operation Restart/Community Service -
110-6869-5290-00 - Other Supplies & Materials		500.00	Reversal of original 2020 Budget
110-6869-5311-00 - Travel		2,200.00	
110-6869-5353-00 - Mntnc & Repair - Auto & Tire		1,500.00	
110-6869-5395-00 - Employee Training		1,200.00	
110-6869-5451-00 - General Liability Insurance		500.00	
110-6869-5495-01 - Restitution Bank		6,250.00	
TOTALS	80,175.00	80,175.00	

- * 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

Department / Agency Head

7/30/19

Date

7/30/19

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
110-6869-5121-00 - Salaries - Regular	34,965.00		Cooperative Extension - Operation Restart/Community Service -
110-6869-5126-00 - Salaries - PT & Temp	10,920.00		Budget Correct 2020 FY Budget
110-6869-5127-00 - Longevity	1,049.00		
110-6869-5138-00 - Performance Evaluation	842.00		
110-6869-5181-00 - Social Security	2,845.00		
110-6869-5181-01 - Medicare Tax	627.00		
110-6869-5182-00 - Retirement	3,129.00		
110-6869-5183-00 - Medical Insurance	8,520.00		
TOTALS		-	

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

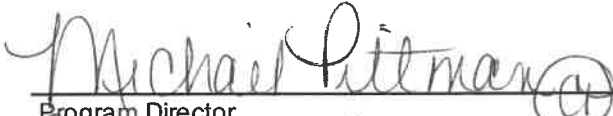
* To **increase** an **expense** line item, you debit - to decrease, you credit

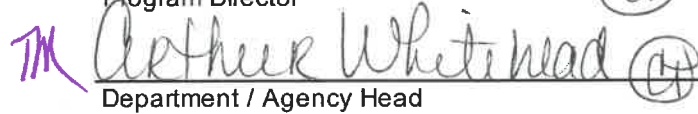
Approval for Performance Compensation

Human Resources Director

Date

revised 9/16/14

 7/30/19
 Program Director Date

 7/30/19
 Department / Agency Head Date

County Manager or
 Deputy County Manager or
 County Commissioner Chairman

Date

FIN BA 01

BUDGET AMENDMENT

pg 2

Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
110-6869-5183-01 - Dental Insurance	420.00		Cooperative Extension - Operation Restart/Community Service -
110-6869-5184-02 - Life Insurance	36.00		Budget Correct 2020 FY Budget
110-6869-5185-00 - Unemployment Insurance	874.00		
110-6869-5186-00 - Workmen's Comp	155.00		
110-6869-5189-00 - Employee Assistance Program	16.00		
110-6869-5220-00 - Food & Provisions	1,700.00		
110-6869-5250-00 - Vehicle Fuel	3,650.00		
110-6869-5260-00 - Office Supplies	473.00		
TOTALS		-	

- * 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

<u>Michael Pittman</u>	<u>7/30/19</u>
Program Director	Date
<u>Arthur Whitehead</u>	<u>7/30/19</u>
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
110-6869-5290-00 - Other Supplies & Materials	375.00		Cooperative Extension - Operation Restart/Community Service -
110-6869-5311-00 - Travel	2,200.00		Budget Correct 2020 FY Budget
110-6869-5353-00 - Mntnc & Repair - Auto & Tire	1,500.00		
110-6869-5395-00 - Employee Training	1,200.00		
110-6869-5451-00 - General Liability Insurance	500.00		
110-6869-5495-01 - Restitution Bank	6,250.00		
110-4583-4330-50 - Operation Restart Revenue		82,246.00	
TOTALS	82,246.00	82,246.00	

- * 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


 Department / Agency Head

7/30/19
 Date

7/30/19
 Date

County Manager or
 Deputy County Manager or
 County Commissioner Chairman

Date

BUDGET AMENDMENT

Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
110-4583-4330-50 - Operation Restart Revenue	107,671.00		Cooperative Extension - Operation Restart -
110-6870-5121-00 - Salaries - Regular		69,607.00	Reversal of original 2020 Budget
110-6870-5127-00 - Longevity		1,254.00	
110-6870-5138-00 - Performance Evaluation		1,684.00	
110-6870-5181-00 - Social Security		4,316.00	
110-6870-5181-01 - Medicare Tax		1,009.00	
110-6870-5182-00 - Retirement		6,230.00	
110-6870-5183-00 - Medical Insurance		8,460.00	
TOTALS			

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

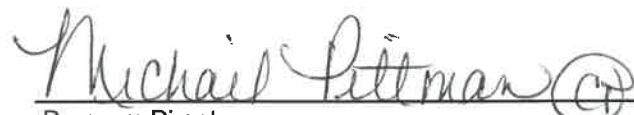
* To **increase** an **expense** line item, you debit - to decrease, you credit

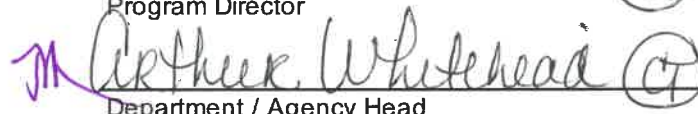
Approval for Performance Compensation

Human Resources Director

Date

revised 9/16/14


 Program Director


 Department / Agency Head

7/30/19
Date

7/30/19
Date

County Manager or
 Deputy County Manager or
 County Commissioner Chairman

Date

FIN BA 01

BUDGET AMENDMENT

pg 2

Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
110-6870-5183-01 - Dental Insurance		420.00	Cooperative Extension - Operation Restart -
110-6870-5184-02 - Life Insurance		72.00	Reversal of original 2020 Budget
110-6870-5185-00 - Unemployment Insurance		1,392.00	
110-6870-5186-00 - Workmen's Comp		246.00	
110-6870-5189-00 - Employee Assistance Program		31.00	
110-6870-5220-00 - Food & Provisions		1,500.00	
110-6870-5250-00 - Auto Supplies - GOT		3,500.00	
110-6870-5260-00 - Office Supplies		500.00	
TOTALS	-		

- * 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

<i>Michael Pittman</i> @	7/30/19
Program Director	Date
<i>Arthur Whitehead</i> @	7/30/19
Department / Agency Head	Date

County Manager or
Deputy County Manager or
County Commissioner Chairman

Date

BUDGET AMENDMENT

pg 3



Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
110-6870-5290-00 - Other Supplies & Materials		250.00	Cooperative Extension - Operation Restart -
110-6870-5311-00 - Travel		2,500.00	Reversal of original 2020 Budget
110-6870-5353-00 - Mntnc & Repair - Auto & tire		1,500.00	
110-6870-5371-14 - Client Activities		2,000.00	
110-6870-5395-00 - Employee Training		1,200.00	
TOTALS	107,671.00	107,671.00	

- * To **increase** a **revenue** line item, you credit - to decrease, you debit
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Approval for Performance Compensation

Human Resources Director Date

revised 9/16/14

 7/30/19
 Program Director Date
 7/30/19
 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
110-6870-5121-00 - Salaries - Regular	41,800.00		Cooperative Extension - Operation Restart -
110-6870-5126-01 -Salaries - PT w/Retirement	15,080.00		Budget Correct 2020 FY Budget
110-6870-5127-00 - Longevity	1,254.00		
110-6870-5138-00- Performance Evaluation	1,358.00		
110-6870-5181-00 - Social Security	3,527.00		
110-6870-5181-01 - Medicare Tax	796.00		
110-6870-5182-00 - Retirement	5,091.00		
110-6870-5183-00 - Medical Insurance	8,520.00		
TOTALS		-	


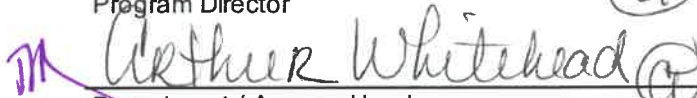
- * To **increase** a **revenue** line item, you credit - to decrease, you debit
- * To **increase** an **expense** line item, you debit - to decrease, you credit

Approval for Performance Compensation

Human Resources Director

Date

revised 9/16/14

 7/30/19
 Program Director Date
 7/30/19
 Department / Agency Head Date

County Manager or
 Deputy County Manager or
 County Commissioner Chairman

Date

FIN BA 01

BUDGET AMENDMENT

pg 2

Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
110-6870-5183-00 - Dental Insurance	420.00		Cooperative Extension - Operation Restart -
110-6870-5184-02 - Life Insurance	36.00		Budget Correct 2020 FY Budget
110-6870-5185-00 - Unemployment Insurance	1,136.00		
110-6870-5186-00 - Workmen's Comp	201.00		
110-6870-5189-00 - Employee Assistance Program	16.00		
110-6870-5220-00 - Food & Provisions	1,700.00		
110-6870-5250-00 - Auto Supplies - GOT	3,650.00		
110-6870-5260-00 - Office Supplies	500.00		
TOTALS		-	

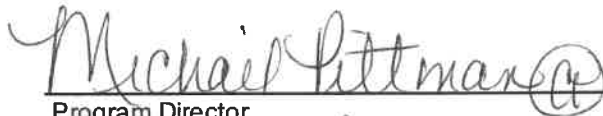

- * To **increase** a **revenue** line item, you credit - to decrease, you debit
- * To **increase** an **expense** line item, you debit - to decrease, you credit

Approval for Performance Compensation

Human Resources Director

Date

revised 9/16/14

 7/30/19
 Program Director Date
 7/30/19
 Department / Agency Head Date

County Manager or
 Deputy County Manager or
 County Commissioner Chairman

Date

FIN BA 01

BUDGET AMENDMENT

pg 3


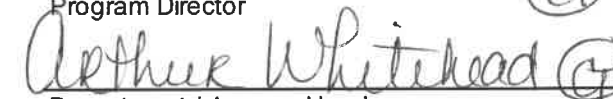
Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
110-6870-5290-00 - Other Supplies & Materials	375.00		Cooperative Extension - Operation Restart -
110-6870-5311-00 - Travel	2,500.00		Budget Correct 2020 FY Budget
110-6870-5353-00 - Mntnc & Repari - Auto & Tire	1,500.00		
110-6870-5371-14 - Client Activities	2,000.00		
110-6870-5395-00 - Employee Training	1,200.00		
110-4583-4330-50 - Operation Restart Revenue		92,660.00	
TOTALS	92,660.00	92,660.00	

- * 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 7/30/19

 Department / Agency Head 7/30/19

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
110-4589-4589-55 - Revenue Student Incentive	90,788.00		Cooperative Extension - Student Incentive -
110-6904-5121-00 - Salaries - Regular		46,178.00	Reversal of original 2020 budget
110-6904-5126-00 - Salaries - PT & Temp		12,800.00	
110-6904-5127-00 - Longevity		1,385.00	
110-6904-5138-00 - Performance Evaluation		882.00	
110-6904-5181900 - Social Security		3,657.00	
110-6904-5181-01 - Medicare Tax		855.00	
110-6904-5182-00 - Retirement		4,132.00	
TOTALS			

* 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


 Department / Agency Head

7/30/19
Date

7/30/19
Date

County Manager or
 Deputy County Manager or
 County Commissioner Chairman

Date

FIN BA 01

BUDGET AMENDMENT

pg 2

Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
110-6904-5183-00 - Medical Insurance		8,460.00	Cooperative Extension - Student Incentive -
110-6904-5183-01 - Dental Insurance		420.00	Reversal of original 2020 budget
110-6904-5184-02 - Life Insurance		36.00	
110-6904-5185-00 - Unemployment Insurance		1,171.00	
110-6904-5186-00 - Workmen's Comp		896.00	
110-6904-5189-00 - Employee Assistance Program		16.00	
110-6904-5250-00 - Vehicle Fuel		1,500.00	
110-6904-5290-00 - Other Supplies & Materials		200.00	
TOTALS			

- * 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 7/30/19


 Department / Agency Head
 Date 7/30/19

County Manager or
 Deputy County Manager or
 County Commissioner Chairman

Date

FIN BA 01

BUDGET AMENDMENT

pg 3

Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
110-6904-5311-00 - Travel		2,000.00	Cooperative Extension - Student Incentive -
110-6904-5311-08 - Temporary Shelter		2,000.00	Reversal of original 2020 budget
110-6904-5321-00 - Telephone		1,500.00	
110-6904-5353-00 - Mntnc & Repair - Auto & Tire		1,500.00	
110-6904-5395-00- Employee Training		1,200.00	
TOTALS	90,788.00	90,788.00	

* 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

Michael Pittman (C)
Program Director

7/30/19
Date

Arthur Whitehead (C)
Department / Agency Head

7/30/19
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
110-6904-5121-00 - Salaries - Regular	46,178.00		Cooperative Extension - Student Incentive -
110-6904-5126-00 - Salaries - PT & Temp	13,920.00		Budget correct 2020 FY Budget
110-6904-5127-00 - Longevity	1,385.00		
110-6940-5138-00 - Performance Evaluation	882.00		
110-6904-5181-00 - Social Security	3,657.00		
110-6904-5181-01 - Medicare Tax	855.00		
110-6904-5182-00 - Retirement	4,132.00		
110-6904-5183-00 - Medical Insurance	8,460.00		
TOTALS		-	

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

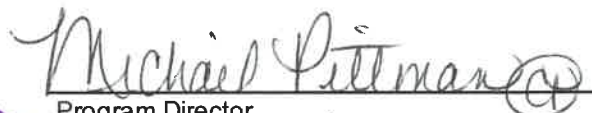
* To **increase** an **expense** line item, you debit - to decrease, you credit


Approval for Performance Compensation

Human Resources Director

Date

revised 9/16/14


 Program Director


 Department / Agency Head

7/30/19
 Date

7/30/19
 Date

County Manager or
 Deputy County Manager or
 County Commissioner Chairman

Date

FIN BA 01

BUDGET AMENDMENT

pg 2

Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
110-6904-5183-01 - Dental Insurance	420.00		Cooperative Extension - Student Incentive -
110-6904-5184-02 - Life Insurance	36.00		Budget Correct 2020 FY Budget
110-6904-5185-00 - Unemployment Insurance	924.00		
110-6904-5186-00 - Workmen's Comp	701.00		
110-6904-5189-00 - Employee Assistance Program	16.00		
110-6904-5250-00 - Vehicle Fuel	2,000.00		
110-6904-5290-00 - Other Supplies & Materials	900.00		
110-6904-5311-00 - Travel	3,100.00		
TOTALS		-	

* 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

Michael Pittman @ 7/30/19
 Program Director Date
Arthur Whitehead @ 7/30/19
 Department / Agency Head Date

County Manager or
 Deputy County Manager or
 County Commissioner Chairman

Date

FIN BA 01

BUDGET AMENDMENT

pg 3

Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
110-6904-5311-08 - Temporary Shelter	3,500.00		Cooperative Extension - Student Incentive -
110-6904-5321-00 - Telephone	1,800.00		Budget Correct 2020 FY Budget
110-6904-5353-00 - Mntnc & Repair - Auto & Tire	3,000.00		
110-6904-5395-00 - Employee Training	2,467.00		
TOTALS	98,333.00	98,333.00	

- * 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

<i>Michael Pittman</i> @	7/30/19
Program Director	Date
<i>Arthur Whitehead</i> @	7/30/19
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
110-9200-5697-04 / Vehicles Purchased-CA	10,000.00		Sheriff
110-9200-5550-01 / Tools & Equipment	2,809.53		To budget insurance claims reimbursement for a fire totalling vehicle
110-9200-5697-02 / Tech Purchased	2,000.00		
110-4410-4839-97 / Insurance Claims Reimb		14,809.53	
TOTALS	14,809.53	14,809.53	

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

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

Approval for Performance Compensation

Human Resources Director _____ Date _____

Program Director

Date

Wally W. Suran

7-25-19

Department / Agency Head

Date

County Manager or
Deputy County Manager or
County Commissioner Chairman

Date

BUDGET AMENDMENT

Account Number / Name	Debit	Credit	Explanation
118-5312-5499-57 Drug Buy Money	5,000.00		Sheriff
118-4431-4839-03 Misc Revenue		5,000.00	Drug Task Force
			Budget additional revenue
	5,000.00	5,000.00	

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

Approval for Performance Compensation	
Human Resources Director	Date

Program Director	Date
<i>W. W. Juma</i>	8-5-19
Department / Agency Head	Date

County Manager/Deputy Co. Manager or County Commissioner Chairman	Date
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BUDGET AMENDMENT

Account Number / Name	Debit	Credit	Explanation
220-5140-5980-69 T/F to Gen Fund-Revaluation	51,477.17		REASSESSMENT FUND
220-4414-4991-00 Fund Balance		51,477.17	APPROPRIATE FUNDS TO COVER REVALUATION BUDGET FOR FY19-20
	51,477.17	51,477.17	

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

Approval for Performance Compensation

Human Resources Director
Date

Program Director
Date

Department / Agency Head
Date

County Manager or
Deputy County Manager or
County Commissioner Chairman
Date

BUDGET AMENDMENT

Account Number / Name	Debit	Credit	Explanation
130-4439-4991-00 / EMS Fund Balance	1,000.00		EMS
130-5336-5325-00 / EMS Postage		1,000.00	Transfer funds to Operations for FY 20 postage usage
TOTALS	1,000.00	1,000.00	

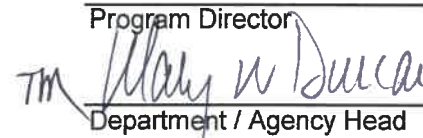
- * To **increase** a **revenue** line item, you credit - to decrease, you debit
 * To **increase** an **expense** line item, you debit - to decrease, you credit

Approval for Performance Compensation

Human Resources Director _____ Date _____

Program Director _____

Date _____



Department / Agency Head _____

Date _____

 County Manager or
 Deputy County Manager or
 County Commissioner Chairman

Date _____

BUDGET AMENDMENT

Account Number / Name	Debit	Credit	Explanation
666-4740-4991-00 / Fund Balance	250.00		Public Utilities - Solid Waste
666-8402-5325-00 / Postage		250.00	Transfer funds to Operations for FY 20 postage usage
TOTALS	250.00	250.00	

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

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

Approval for Performance Compensation

Human Resources Director Date

Program Director

Date

Department / Agency Head

Date

County Manager or

Date

Deputy County Manager or

County Commissioner Chairman



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Doris Hawkins, Halifax County Tax Collector

SUBJECT: Property Tax Refund and Releases - July 2019

DATE: August 12, 2019 Regular Meeting

SUPPORTING INFORMATION:

Anzell M. Davis & Valencia W. Davis; 204 Rollingwood Rd; Roanoke Rapids NC 27870

Parcel 0903737: corrected clerical error for dwelling's number of stories from 3 to 1

2018-Halifax County \$ 739.97

2018-City of R
Rapids \$ 625.61

2018-RR City
Schools \$ 216.23

2017-Halifax County \$ 749.58

2017-City of R
Rapids \$ 625.61

2017-RR City
Schools \$ 216.23

2016-Halifax County \$ 749.58

2016-City of R
Rapids \$ 625.61

2016-RR City
Schools \$ 216.22

2015-Halifax County \$ 701.53

2015-City of R
Rapids \$ 625.61

2015-RR City
Schools \$ 216.23

TOTALS 6,308.01

ATTACHMENTS:

Description

▣ Property Tax Releases

TOTAL COST:

COUNTY COST:

REQUEST: Approve the July 2019 property tax refund and releases. The releases report will be provided after the month-end process is completed on the last business day of the month.


Halifax County Tax Department

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

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

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

TO: Halifax County Commissioners

FROM: Doris Hawkins, Tax Coordinator/Collector 

Date: August 6, 2019

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

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

Number of accounts: 19
Tax year(s): 2019
Total County levy: \$2,820.04

Reason for Change	Real Property	Personal Property
Elderly/Disabled or Veterans Exclusions added (manual calculations)	17	0
Mobile home value reduced to storage only, not habitable	0	1
Reduced land value due to flooding issues	1	0
	18	1



Where the Spirit of Independence Was Born



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: August 12, 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: Cathy A. Scott, Economic Development Director

PRESENTER: Cathy A. Scott, Economic Development Director

SUBJECT: Proposed Economic Development Incentive Grant to Halifax Linen Service, Inc.

DATE: August 12, 2019 Regular Meeting

SUPPORTING INFORMATION:

Halifax Linen Service, Inc. (the Company) is considering an expansion of its operations in Halifax County. The Company has requested assistance with this expansion under the county's Economic Development Incentive Grant (EDIG) Program. Under consideration is a cash grant of \$89,000.00, payable in five annual installments of \$17,800.00. The Company must meet a minimum ad valorem taxable investment of \$5,470,000.00 and maintain that level of taxable investment (less depreciation) over the term of the grant agreement. In addition, the Company must maintain its current number of full time employees and maintain an average hourly wage that is at or greater than the average hourly wage in Halifax County. Appropriate forfeiture and clawback provisions apply if investment, job and wage levels are not met and maintained.

Pursuant to G.S. 158-7.1(c), a public hearing is required concerning the proposed incentive grant.

ATTACHMENTS:

Description

- ▢ Notice of Public Hearing
- ▢ Proposed EDIG Agreement_Halifax Linen

TOTAL COST:\$89,000.00

COUNTY COST:\$89,000.00

REQUEST: Conduct a public hearing pursuant to G.S. 158-7.1(c) concerning the proposed Economic Development Incentive Grant to Halifax Linen Services, Inc.

COUNTY OF HALIFAX

NOTICE OF PUBLIC HEARING

Pursuant to N. C. G S. 158-7.1(c), notice is given that the Halifax County Board of Commissioners will hold a public hearing during the meeting of the Board, which begins at 9:30 a.m., Monday, August 12, 2019, in the Commissioners' Meeting Room on the second floor of the Historic Courthouse, 10 N. King St., Halifax, NC.

Pursuant to GS 158-7.1(a) the commissioners intend to appropriate and expend county funds under a proposed economic development agreement with Halifax Linen Service, Inc. Under this agreement, annual grants would be paid to the company over a five-year period in the estimated total amount of \$89,000.00. The actual amount of each year's grant payment would be based upon the taxable investment made by the company in the form of machinery and equipment. Grant payments would also be contingent upon the retention of a specified number of jobs in the county, the establishment of certain wage levels for those jobs, and maintaining a specified level of taxable investments. The County will fund the grant payments from the County's general fund.

The Halifax County Board of Commissioners believes that this project will increase the population, taxable property, agricultural industries, employment, industrial output, or business prospects of the County.

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

Andrea H. Wiggins
Clerk to the Board
Halifax County Commissioners

August 2, 2019

NORTH CAROLINA

HALIFAX COUNTY

ECONOMIC DEVELOPMENT INCENTIVE GRANT AGREEMENT

THIS AGREEMENT, is made and entered into this _____ day of _____, 2019, by and between, Halifax County, a unit of local government and a political subdivision of the State of North Carolina, hereinafter referred to as the “County”, and Halifax Linen Service, Inc., a North Carolina Corporation, hereinafter referred to as the “Company”, with both parties being collectively referred to as the “Parties”;

W I T N E S S E T H:

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

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

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

WHEREAS, by resolution adopted on August 12, 2019, the county Board of Commissioners approved appropriation and expenditure of funds for an economic development incentive grant to the Company, conditioned upon certain job retention and ad valorem taxable investments by the Company within the county;

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

I. OBLIGATIONS OF THE PARTIES

A. County's Obligations

1. The County shall provide a cash incentive grant in the amount of \$89,000.00 to assist the company in the expansion of its manufacturing operations.

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

Payment of \$17,800.00 to be paid on January 15 following the end of Year 1

Payment of \$17,800.00 to be paid on January 15 following the end of Year 2

Payment of \$17,800.00 to be paid on January 15 following the end of Year 3

Payment of \$17,800.00 to be paid on January 15 following the end of Year 4

Payment of \$17,800.00 to be paid on January 15 following the end of Year 5

Total of Payments: \$89,000.00

It is understood and agreed that "Year 1" shall be the first calendar year in which the Company is liable for the payment of county property taxes on the additional \$5,470,000.00 *ad valorem* taxable investment in machinery and equipment resulting from the expansion of its manufacturing facility (the Project). Year 1 shall not be later than the calendar year 2021. Years 2 through 5 shall be the subsequent calendar years.

B. Company's Obligations:

1. The Company shall expand its manufacturing facility in the county resulting (the Project) resulting in an additional *ad valorem* taxable investment of at least \$5,470,000.00 in new machinery and equipment that will not be replacing other machinery and equipment in the Company's manufacturing facility.

2. The Company shall complete its expansion (the Project) within twelve (12) months from the execution of this Agreement. By mutual agreement this performance date may be extended for reasonable delays, but only so long as Year 1 is not later than calendar year 2021.

3. During the period of this Agreement covering Year 2 through Year 5, the Company will maintain the additional *ad valorem* taxable investment of \$5,470,000.00, less such depreciation for machinery and equipment as may be allowed by the county assessor.

4. The Company shall at all times pay an average hourly wage at its Halifax County facility that is at least at or above the average hourly wage paid in Halifax County from time to time. The term “average hourly wage” is defined as the average hourly wage for all insured industries in the County as computed by the N. C. Department of Commerce, Division of Employment Security, for the most recent period for which data is available. For information the Parties acknowledge that the current average hourly wage in Halifax County is \$15.49.

5. The Company has 97 full time employees as of the date of this Agreement, and the Company shall retain at least that number of full time employees throughout the term of this Agreement.

6. Throughout the term of this Agreement, the Company shall provide Halifax County with a copy of its Quarterly Tax and Wage Statement filed with the North Carolina Department of Commerce, Division of Employment Security (“DES”), for each calendar quarter ending on September 30. The submission of this September 30 quarterly report is a condition precedent to the payment of any grant payment.

II. FORFEITURE AND CLAWBACK PROVISIONS. The County and the Company further agree as follows:

A. If Year 1 is later than calendar Year 2021, all payments under this Agreement shall be entirely forfeited and this Agreement shall be terminated.

B. For any year after Year 1 in which the Company fails to retain the *ad valorem* taxable investment required under Paragraph I.B.3, the grant payment otherwise due to the Company on the following January 15 shall be forfeited. In addition, the County shall be entitled to recapture of a portion of the funds already paid under Paragraph I.A.2. The Company shall repay to the County an amount equal to the total amount of funds paid to date by the County, divided by the level of *ad valorem* taxable investment actually retained by the Company, times the amount by which the Company falls short of the required level of *ad valorem* taxable investment. No subsequent grant payment(s) shall be made to the Company for any remaining year(s) if the Company does not make the recapture payments required under this Paragraph.

C. If on September 30 of Year 1, or any subsequent calendar year during the term of this Agreement, the Company fails to maintain an average hourly wage that is at or above the county average hourly wage on that date, no grant payment made by the County to the Company on the following January 15th. Subsequent “catch-up” of the required average hourly wage shall not re-entitle the Company to a grant payment for any year(s) in which this wage level is not met. Further, the County shall be entitled to recapture of a portion of the funds already paid under Paragraph I.A.2, if any. The Company shall repay to the County an amount equal to the total amount of funds paid to date by the County, divided by the average hourly wage actually paid by the Company times the amount by which the Company falls short of the required hourly wage level. No subsequent grant payment(s) shall be made to the Company for any remaining year(s) if the Company does not make the recapture payments required under this Paragraph.

D. If on September 30 of Year 1, or any subsequent calendar year during the term of this Agreement, the Company fails to retain the number of full time employees in existence at the time this Agreement is executed, no grant payment made by the County to the Company on the following January 15th. Subsequent “catch-up” of the required number of full time employees shall not re-entitle the Company to a grant payment for any year(s) in which this job retention goal is not met. Further, the County shall be entitled to recapture of a portion of the funds already paid under Paragraph I.A.2, if any. The Company shall repay to the County an amount equal to the total amount of funds paid to date by the County, divided by the number of full time employees actually retained by the Company, times the number by which the Company falls short of the required number of full time employees. No subsequent grant payment(s) shall be made to the Company for any remaining year(s) if the Company does not make the recapture payments required under this Paragraph.

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

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

A. If to the Company:

Mr. Charles Preston McElheney, III
President
256 US Highway 158
Roanoke Rapids, North Carolina 27870

B. If to the County:

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

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

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

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

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

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

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

(This space is intentionally blank. Separate signatures follow)

County Signature Page
Economic Development Incentive Grant Agreement
Dated _____, 2019

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

HALIFAX COUNTY

By: _____
Tony N. Brown, County Manager

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

ATTEST:

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

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

Finance Officer

Approved as to Form and Legality

County Attorney

Company Signature Page
Economic Development Incentive Grant Agreement
Dated _____, 2019

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

Halifax Linen Service, Inc.

By: _____
Charles Preston McElheney, III, President



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Brent Lubbock, Sylvan Heights Bird Park Director of Operations

PRESENTER: Brent Lubbock, Sylvan Heights Bird Park Director of Operations

SUBJECT:
Sylvan Heights Bird Park Presentation

DATE: August 12, 2019 Regular Meeting

SUPPORTING INFORMATION:

Brent Lubbock, Sylvan Heights Bird Park Director of Operations, will provide a brief PowerPoint presentation regarding the Sylvan Heights Bird Park. Attached, please find the letter of request.

ATTACHMENTS:

Description

Letter of Request

TOTAL COST:

COUNTY COST:

REQUEST:



Dear Halifax Board of Commissioners,

I am requesting to appear before the Halifax County Board of Commissioners to give an update on Sylvan Heights Bird Park. The park is doing very well and we thought it was important to give a brief update on the work that park is currently doing and planning on doing in the future. We have added a pavilion with deck that will allow us to do more events and educational programs. A café is in the process of opening in the park to give visitors a wider selection of food options such as sandwiches and hotdogs. Visitation is now close to 60,000 visitors a year, and we expanded our gift shop last year to help with the increase of traffic. We have good relationship with East Carolina University, and Sylvan Heights is now considered a research facility for the university. We are working closely with Halifax County Public Schools, and offer specialized programs for middle school students called Soaring into Science.

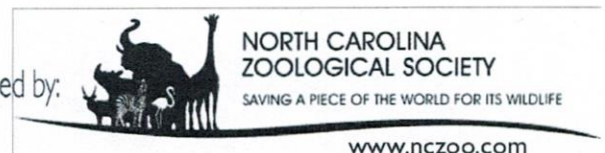
We updated our Wings of Tropics exhibit so it is now a greenhouse, allowing us to keep tropical birds and plants in it all year round. This update is also good for visitors coming to the park during the winter months. We are continually adding or improving bird exhibits for the benefit of birds and visitors. The next big project at Sylvan Heights will be our penguin exhibit, which will also include an education building. We realize that fundraising for this project will take some time, but that has never stopped Sylvan Heights from trying to improve what we already offer.

We appreciate the support of the Halifax County Board of Commissioners and the community, donors, volunteers and staff that have helped make Sylvan Heights Bird Park succeed.

Sincerely,

Brent Lubbock
Sylvan Heights Bird Park
Director of Operations

Sylvan Heights Waterfowl Park and Sylvan Heights Waterfowl Society are supported by:





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: Economic Development Incentive Grant to Halifax Linen Service, Inc.

DATE: August 12, 2019 Regular Meeting

SUPPORTING INFORMATION:

Halifax Linen Service, Inc. (the Company) is considering an expansion of its operations in Halifax County. The Company has requested assistance with this expansion under the county's Economic Development Incentive Grant (EDIG) Program. Under consideration is a cash grant of \$89,000.00, payable in five annual installments of \$17,800.00. The Company must meet a minimum ad valorem taxable investment of \$5,470,000.00 and maintain that level of taxable investment (less depreciation) over the term of the grant agreement. In addition, the Company must maintain its current number of full time employees and maintain an average hourly wage that is at or greater than the average hourly wage in Halifax County. Appropriate forfeiture and clawback provisions apply if the investment, job and wage levels are not met and maintained.

A proposed resolution for the approval of this Economic Development Incentive Grant is attached. The proposed EDIG Agreement is also attached.

ATTACHMENTS:

Description

- ▢ Resolution Authorizing EDIG to Halifax Linen
- ▢ Proposed EDIG Agreement with Halifax Linen

TOTAL COST:\$89,000.00

COUNTY COST:\$89,000.00

REQUEST: Consider adoption of the attached "Resolution Authorizing an Economic Development Incentive Grant (EDIG) to Halifax Linen Service, Inc."

RESOLUTION AUTHORIZING AN
ECONOMIC DEVELOPMENT INCENTIVE GRANT (EDIG)
TO HALIFAX LINEN SERVICE, INC.

WHEREAS, Halifax Linen Service, Inc. (the Company), is currently considering the expansion of its manufacturing operations in Halifax County; and

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

WHEREAS, the Halifax County Board of Commissioners held a public hearing to consider whether to offer certain incentives to the Company in the form of a cash incentive grant in the estimated amount of \$89,000.00 payable in annual installments over a five (5) year period of time; and

WHEREAS, it is anticipated that Company, as a result of anticipated expansion, will make a taxable investment including machinery and equipment within Halifax County of at least \$5,470,000 in Halifax County; and

WHEREAS, the expansion of Company in Halifax County will stimulate, diversify, and stabilize the local economy, promote business in Halifax County, and increase the population and taxable property in Halifax County; and

WHEREAS, the amount of any given annual installment payment under the proposed appropriation and expenditure shall be contingent upon the level of additional taxable investment made by the Company in the form of machinery and equipment, and maintaining a specified level of taxable investments, jobs and wages over the grant period, all being more particularly set out in the proposed form of Economic Development Incentive Grant (EDIG) Agreement presented to the Board and attached hereto; and

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

NOW, THEREFORE, BE IT RESOLVED THAT, subject to the decision of the Company to expand its operations in Halifax County, authorization is given to appropriate and expend up to \$89,000.00 of county funds, payable in annual installments over a period of five (5) years, as an incentive grant for the Company subject to the terms and conditions as substantially set forth in the form of EDIG Agreement attached to this resolution.

Adopted this 12th day of August, 2019.

Vernon J. Bryant Chairman
Halifax County Board of Commissioners

Andrea H. Wiggins, MMC
Clerk to the Board

NORTH CAROLINA

HALIFAX COUNTY

ECONOMIC DEVELOPMENT INCENTIVE GRANT AGREEMENT

THIS AGREEMENT, is made and entered into this _____ day of _____, 2019, by and between, Halifax County, a unit of local government and a political subdivision of the State of North Carolina, hereinafter referred to as the “County”, and Halifax Linen Service, Inc., a North Carolina Corporation, hereinafter referred to as the “Company”, with both parties being collectively referred to as the “Parties”;

W I T N E S S E T H:

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

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

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

WHEREAS, by resolution adopted on August 12, 2019, the county Board of Commissioners approved appropriation and expenditure of funds for an economic development incentive grant to the Company, conditioned upon certain job retention and ad valorem taxable investments by the Company within the county;

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

I. OBLIGATIONS OF THE PARTIES

A. County's Obligations

1. The County shall provide a cash incentive grant in the amount of \$89,000.00 to assist the company in the expansion of its manufacturing operations.

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

Payment of \$17,800.00 to be paid on January 15 following the end of Year 1

Payment of \$17,800.00 to be paid on January 15 following the end of Year 2

Payment of \$17,800.00 to be paid on January 15 following the end of Year 3

Payment of \$17,800.00 to be paid on January 15 following the end of Year 4

Payment of \$17,800.00 to be paid on January 15 following the end of Year 5

Total of Payments: \$89,000.00

It is understood and agreed that "Year 1" shall be the first calendar year in which the Company is liable for the payment of county property taxes on the additional \$5,470,000.00 *ad valorem* taxable investment in machinery and equipment resulting from the expansion of its manufacturing facility (the Project). Year 1 shall not be later than the calendar year 2021. Years 2 through 5 shall be the subsequent calendar years.

B. Company's Obligations:

1. The Company shall expand its manufacturing facility in the county resulting (the Project) resulting in an additional *ad valorem* taxable investment of at least \$5,470,000.00 in new machinery and equipment that will not be replacing other machinery and equipment in the Company's manufacturing facility.

2. The Company shall complete its expansion (the Project) within twelve (12) months from the execution of this Agreement. By mutual agreement this performance date may be extended for reasonable delays, but only so long as Year 1 is not later than calendar year 2021.

3. During the period of this Agreement covering Year 2 through Year 5, the Company will maintain the additional *ad valorem* taxable investment of \$5,470,000.00, less such depreciation for machinery and equipment as may be allowed by the county assessor.

4. The Company shall at all times pay an average hourly wage at its Halifax County facility that is at least at or above the average hourly wage paid in Halifax County from time to time. The term “average hourly wage” is defined as the average hourly wage for all insured industries in the County as computed by the N. C. Department of Commerce, Division of Employment Security, for the most recent period for which data is available. For information the Parties acknowledge that the current average hourly wage in Halifax County is \$15.49.

5. The Company has 97 full time employees as of the date of this Agreement, and the Company shall retain at least that number of full time employees throughout the term of this Agreement.

6. Throughout the term of this Agreement, the Company shall provide Halifax County with a copy of its Quarterly Tax and Wage Statement filed with the North Carolina Department of Commerce, Division of Employment Security (“DES”), for each calendar quarter ending on September 30. The submission of this September 30 quarterly report is a condition precedent to the payment of any grant payment.

II. FORFEITURE AND CLAWBACK PROVISIONS. The County and the Company further agree as follows:

A. If Year 1 is later than calendar Year 2021, all payments under this Agreement shall be entirely forfeited and this Agreement shall be terminated.

B. For any year after Year 1 in which the Company fails to retain the *ad valorem* taxable investment required under Paragraph I.B.3, the grant payment otherwise due to the Company on the following January 15 shall be forfeited. In addition, the County shall be entitled to recapture of a portion of the funds already paid under Paragraph I.A.2. The Company shall repay to the County an amount equal to the total amount of funds paid to date by the County, divided by the level of *ad valorem* taxable investment actually retained by the Company, times the amount by which the Company falls short of the required level of *ad valorem* taxable investment. No subsequent grant payment(s) shall be made to the Company for any remaining year(s) if the Company does not make the recapture payments required under this Paragraph.

C. If on September 30 of Year 1, or any subsequent calendar year during the term of this Agreement, the Company fails to maintain an average hourly wage that is at or above the county average hourly wage on that date, no grant payment made by the County to the Company on the following January 15th. Subsequent “catch-up” of the required average hourly wage shall not re-entitle the Company to a grant payment for any year(s) in which this wage level is not met. Further, the County shall be entitled to recapture of a portion of the funds already paid under Paragraph I.A.2, if any. The Company shall repay to the County an amount equal to the total amount of funds paid to date by the County, divided by the average hourly wage actually paid by the Company times the amount by which the Company falls short of the required hourly wage level. No subsequent grant payment(s) shall be made to the Company for any remaining year(s) if the Company does not make the recapture payments required under this Paragraph.

D. If on September 30 of Year 1, or any subsequent calendar year during the term of this Agreement, the Company fails to retain the number of full time employees in existence at the time this Agreement is executed, no grant payment made by the County to the Company on the following January 15th. Subsequent “catch-up” of the required number of full time employees shall not re-entitle the Company to a grant payment for any year(s) in which this job retention goal is not met. Further, the County shall be entitled to recapture of a portion of the funds already paid under Paragraph I.A.2, if any. The Company shall repay to the County an amount equal to the total amount of funds paid to date by the County, divided by the number of full time employees actually retained by the Company, times the number by which the Company falls short of the required number of full time employees. No subsequent grant payment(s) shall be made to the Company for any remaining year(s) if the Company does not make the recapture payments required under this Paragraph.

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

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

A. If to the Company:

Mr. Charles Preston McElheney, III
President
256 US Highway 158
Roanoke Rapids, North Carolina 27870

B. If to the County:

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

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

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

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

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

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

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

(This space is intentionally blank. Separate signatures follow)

County Signature Page
Economic Development Incentive Grant Agreement
Dated _____, 2019

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

HALIFAX COUNTY

By: _____
Tony N. Brown, County Manager

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

ATTEST:

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

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

Finance Officer

Approved as to Form and Legality

County Attorney

Company Signature Page
Economic Development Incentive Grant Agreement
Dated _____, 2019

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

Halifax Linen Service, Inc.

By: _____
Charles Preston McElheney, III, President



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Ian M. Bumgarner, Senior Management Analyst

PRESENTER: Craig Dobyns, Moseley Architects Project Manager

SUBJECT: Halifax County Jail Expansion Project Presentation

DATE: August 12, 2019 Regular Meeting

SUPPORTING INFORMATION:

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

ATTACHMENTS:

Description

▢ Jail Expansion Presentation

TOTAL COST:

COUNTY COST:

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



HALIFAX COUNTY, NORTH CAROLINA

Update on the Jail Upgrade Project

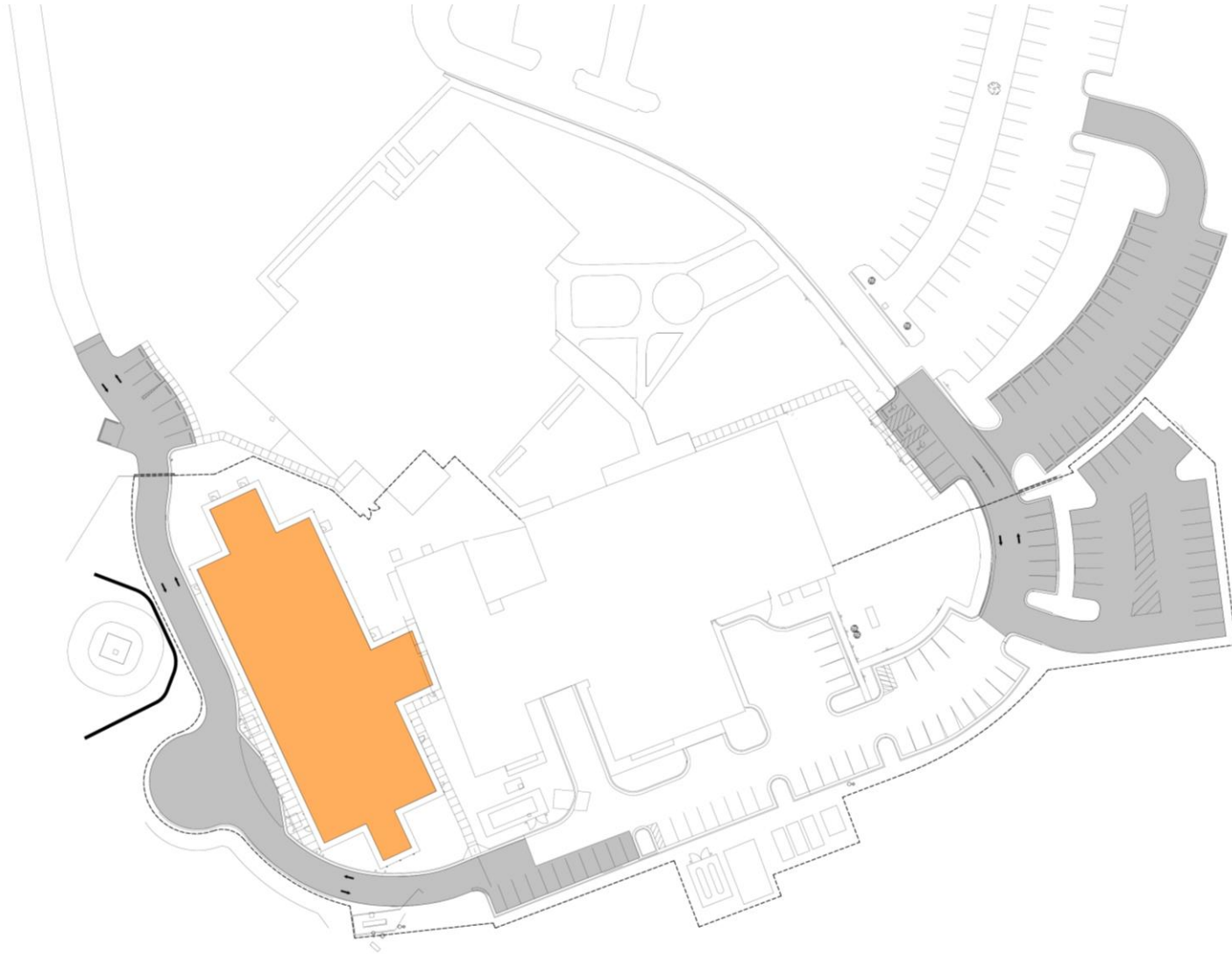
August 12, 2019

Board of Commissioners Meeting

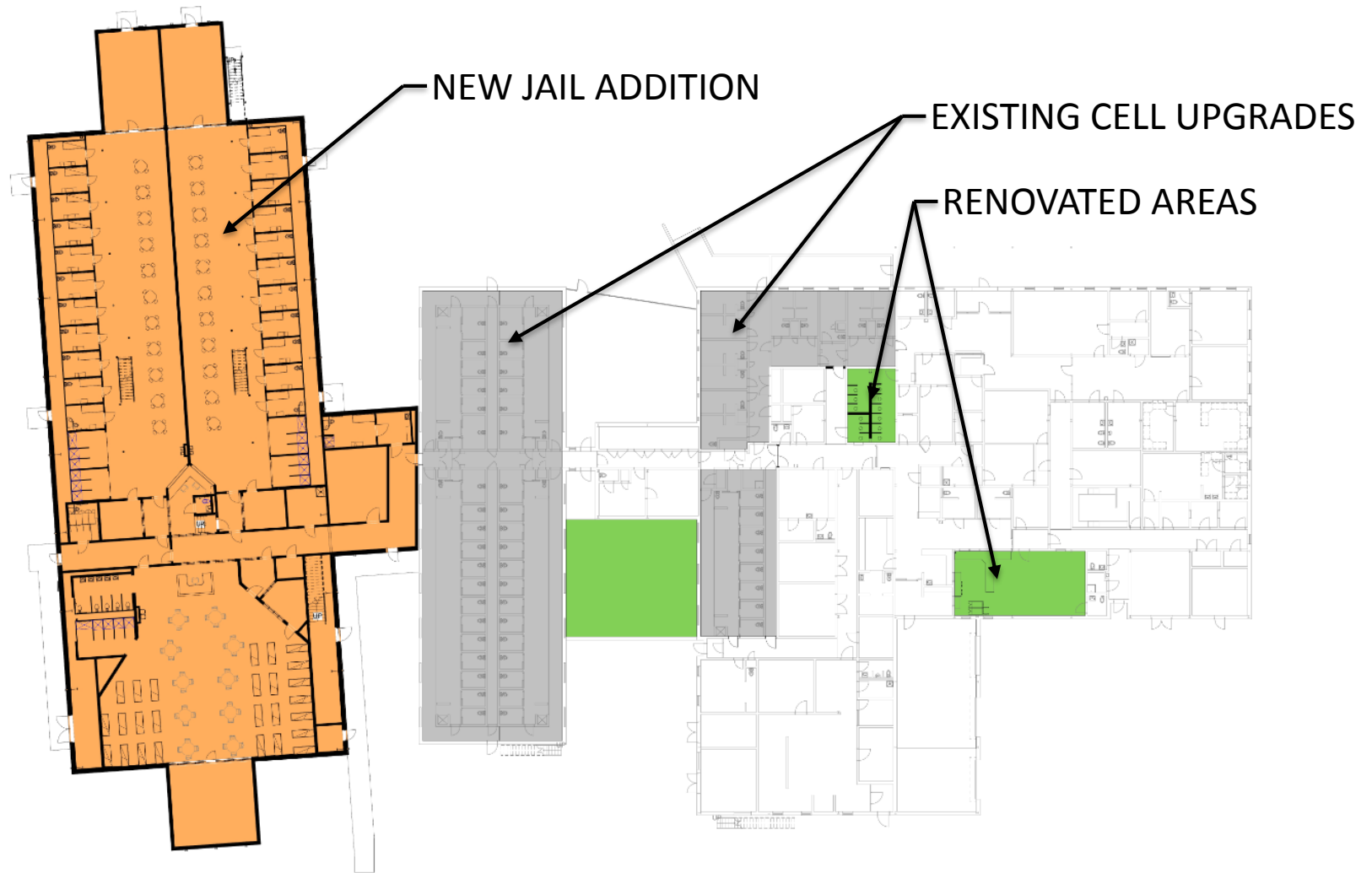
Update on the Project

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

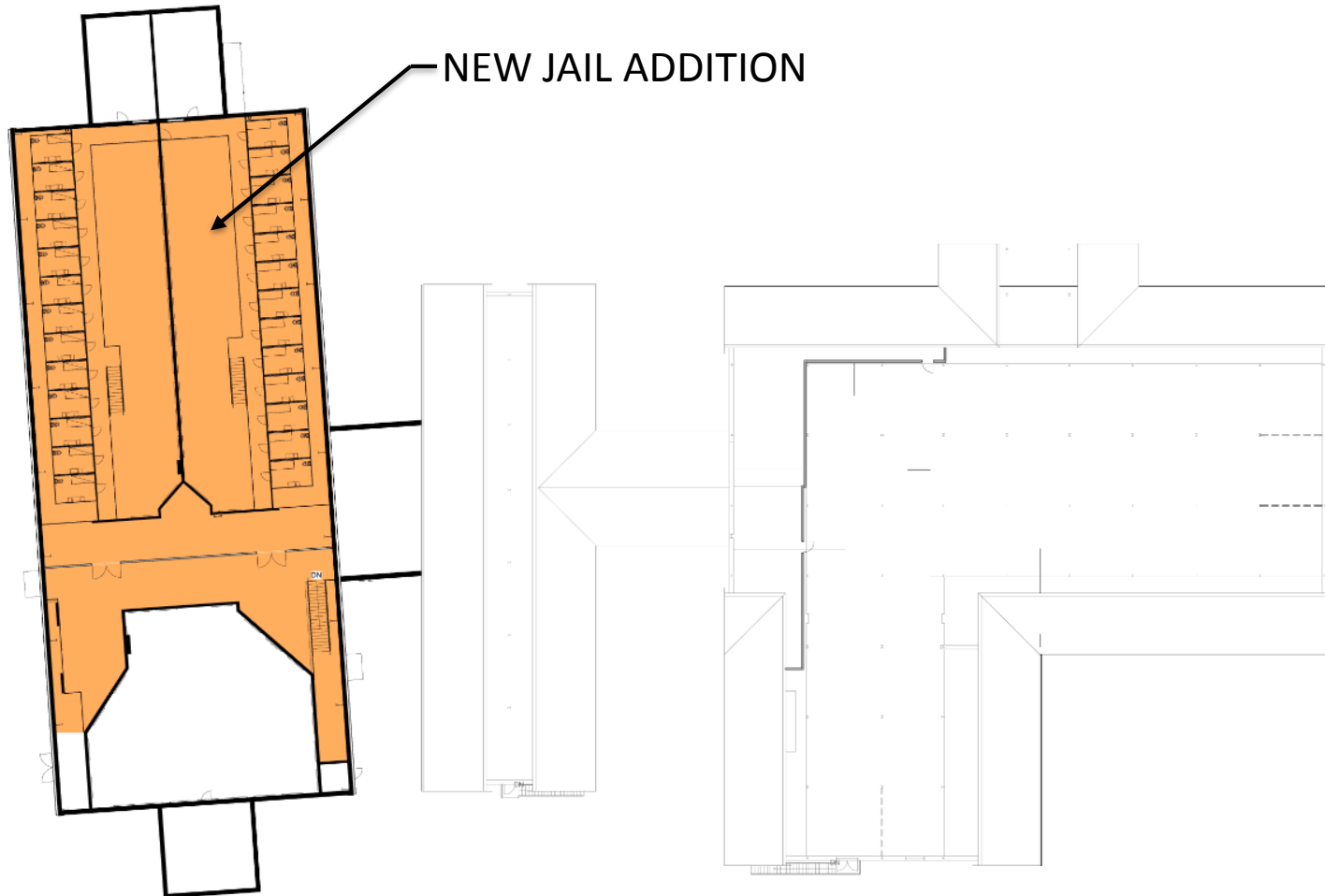
Site Plan



Jail Addition First Floor Plan



Jail Addition Second Floor Plan





MOSELEYARCHITECTS
A PROFESSIONAL CORPORATION

Date: June 26, 2019

Computed By: DRM

Checked By: DRM

Sheet Number: 1 of 1

[illegible]

Proposed Project Schedule

- **August 12, 2019 – Board of Commissioners Project Presentation**
- **September 26, 2019 – Submit to State**
- **November 12 – Ready for Bid**
- **December 17 – Receive Bids**

Thank You

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





AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Dia H. Denton, Deputy County Manager

PRESENTER: Dia H. Denton, Deputy County Manager

SUBJECT: Halifax County 911 Public Safety Answering Point and Regional Back-up Center Project Architect Contract Approval

DATE: August 12, 2019 Regular Meeting

SUPPORTING INFORMATION:

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

ATTACHMENTS:

Description

No Attachments Available

TOTAL COST:\$377,891

COUNTY COST:\$377,891

REQUEST: Authorize appropriate staff (County Manager, Finance Director, County Attorney) to execute contract documents with Stewart-Cooper-Newell to provide architectural and engineering services for the new 911 and regional back-up center.



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: E. Glenn Echerd, Easterseals Program Supervisor

PRESENTER: E. Glenn Echerd, Easterseals Program Supervisor

SUBJECT: Proposed Lease or Other Disposition of County Property - 1710 Watkins Drive, Weldon, NC

DATE: August 12, 2019 Regular Meeting

SUPPORTING INFORMATION:

Easter Seals UCP North Carolina & Virginia, Inc. has proposed a lease of county property located at 1710 Watkins Drive, Weldon, NC. Their last lease for this location terminated on June 30, 2008. Their lease payments were \$1.00 per month. They have been holdover tenants since July 1, 2008. You will recall that on May 7, 2019, we gave them notice to quit the holdover tenancy and vacate the property by June 30, 2019, unless they desired to make an offer to purchase the property or lease the property on new terms. We extended this deadline to August 31, 2019, to give us time to have an appraisal done on the property, and to give them time to propose a new lease. We now have our appraisal, and they have made a lease proposal. A copy of our appraisal and a copy of their lease proposal is attached. Glenn Echerd, Program Supervisor, wrote a letter to the county manager regarding the programs and services offered by Easter Seals at this site. He will be present today to address any questions you may have about those programs, services and activities.

Staff needs your direction on how you wish to proceed regarding this valuable county property.

ATTACHMENTS:

Description

- ▢ Letter from Glenn Echerd to County Manager
- ▢ Appraisal - 1710 Watkins Dr., Weldon, NC
- ▢ Lease Proposal - Easter Seals UCP

TOTAL COST:N/A

COUNTY COST:N/A

REQUEST: Please give staff your direction regarding the proposed lease or other disposition of this property.



RECEIVED

7-18-19

By Email

E. Glenn Echerd
1710 Watkins Drive
Weldon, NC 27890
July 15, 2019

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

Dear Tony,

This letter is in reference to the email that you sent me requesting information about the services that we provide at 1710 Watkins Dr. in Weldon. We have been serving individuals with developmental disabilities out of this facility for over 30 years. Easter Seals took over for RiverStone when RiverStone was part of the county. We serve between 120 and 150 different individuals within the community.

We provide the following services:

- **Day Supports Group/ Day Supports Individual** – this is a service that helps to teach self-help skills, socialization skills, prevocational skills and adaptive skills. The services are both facility and community based. It is provided both one on one and/or in a group setting. The goal is to assist individuals to live as independently as possible within our community.
- **Adult Day Vocational Services** – This service provides organized activities to help individuals prepare to live and work as independently as possible within our community.
- **Supported Employment** – This service assists individuals in choosing, acquiring and maintaining competitive employment. We provide assistance not only in locating employment opportunities but also throughout the entire process including ongoing supports or periodic checks while on the job.

Our goal is to provide the individuals we serve a meaningful day. This includes structured activities both inside the facility and within the community. All of our staff are highly trained to meet all Medicaid standards. This location is ideal for our unique transportation needs. Throughout the day, we have many individuals being picked-up, transported within the community and then dropped off by both public and private transportation. The individuals we support have fewer safety concerns due to not having to navigate busy commercial or retail areas.

I tell people that the best part about our program is that the individuals are happy, safe, enjoy time with their friends and leading a meaningful life and they do not want to go anywhere else. I also tell people the worst part about our program is that the individuals are happy, safe, enjoy time with their friends and leading a meaningful life and they do not want to go anywhere else. We are very appreciative for all that the county has done to help us to provide services to the individuals in our community over the past 30 years and my hope is that we can work something out so that we can continue to serve the people of Halifax County for years to come.

Sincerely,

A handwritten signature in black ink, appearing to read "E. Glenn Echerd".

E. Glenn Echerd
Program Supervisor



Appraisal Report of:
Halifax County Property
1710 Watkins Drive
Weldon, Halifax County, NC 27890



CLIENT INTENDED USER:
Halifax County
260 Premier Blvd.
Roanoke Rapids, NC 27870

EFFECTIVE DATE OF VALUATION:
June 17, 2019

DATE OF REPORT:
July 03, 2019

PREPARED BY:
Collice C. Moore, Jr., State Certified General Appraiser
Collice Moore Properties
4300 Sapphire Court, Suite 116
Greenville, NC 27834

info@collicemoore.com
252-364-2953



July 03, 2019

Halifax County
260 Premier Blvd.
Roanoke Rapids, NC 27870

RE: Appraisal Report of:
Halifax County Property
1710 Watkins Drive
Weldon, Halifax County, NC 27890

To Whom it May Concern:

As requested, I have performed a study of the above referenced property for the purpose of estimating the current market value of its' fee simple estate. I have prepared my findings within the attached Appraisal Report, in accordance with Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP), the Interagency Appraisal and Evaluation Guidelines, and the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) regulatory requirements. Furthermore, I have adhered to the Competency Provision of USPAP. A final inspection of the property was performed on June 17, 2019 and this is intended as the effective date of valuation. The date of the report is July 03, 2019.

The subject of this appraisal involves an approximate 2.1-acre parcel of land parcel of land located at 1710 Watkins Drive, in the Town of Weldon, Halifax County NC. The site is improved with an approximate 10,300-square foot pre-engineered steel (PES) building and related site improvements. The subject property is listed by the Halifax County Tax Assessor's Office under the ownership of Halifax County and is identified as Tax Parcel Number 1203289. The property is legally described at Deed Book 1440, Page 467 of the Halifax County Registry.

This appraisal makes no use of any extraordinary assumptions or hypothetical conditions; however, your attention is directed to the standard assumptions and limiting conditions contained on pages 7-9 in the attached report. After carefully considering all the information compiled in my investigations, it is my opinion that the current market value of the subject's fee simple estate as of June 17, 2019, is approximately:

**TWO HUNDRED TWENTY-SIX THOUSAND DOLLARS
(\$226000)**

I certify that I have no present or contemplated future interest in the property appraised. Furthermore, the estimate of market value reported herein is not predicated upon a minimum valuation, a specific valuation, or an amount that would favor the client.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "C.C. Moore, Jr.", with a stylized flourish at the end.

Collice C. Moore, Jr., State Certified General Appraiser

Attachment:



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QUALIFICATIONS OF THE APPRAISER

COLLICE MOORE, JR.

Certification	State Certified General Appraiser	
License	NC Real Estate Broker	
Employment	November 2016 – Present	Collice Moore Properties-Broker-in-Charge
	2000-2016	Moore & Piner, LLC
	1999-2000	Professional Engineers of NC
Education	North Carolina State University – BA – 1999	
Appraisal Courses	R-1; Introduction to Real Estate Appraisal R-2; Valuation Principles & Procedures R-3; Applied Residential Property Valuation Sponsored by NC Appraisal Board Basic Income Capitalization Advanced Income Capitalization General Highest and Best Use Business Practice & Ethics Subdivision Valuation Report Writing & Valuation Analysis Quantitative Analysis Sponsored by the Appraisal Institute	
List of Clients	Jim Hopf, Attorney - ECU	252-756-1883
	Select Bank & Trust -David Ivey	910-897-3613
	Union Bank – Matt Steed	252-917-5732
	Mr. Griff Garner - Financial Planner	252-355-4610
	USDA – Lisa Talley	919-850-2069
	BB&T – Bill Boswell	252-296-0824
	Mr. Micah Ball - Attorney	252-321-2020
	Mr. Garrett Blackwelder	252-258-0366
	Halifax Co. Econ. Development – Cathy Scott	252-519-2630
	City of Rocky Mount – John Jesso	252-972-1267
	City of Winston-Salem – Tasha Logan-Ford	336-747-7424

CERTIFICATION OF THE APPRAISER

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
- I have performed **no services**, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analysis, opinions, and conclusions were developed, and this report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I **have made** a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the Standards and Ethics Education Requirement for Candidates of the Appraisal Institute.


Collice C. Moore, Jr.

ASSUMPTIONS AND LIMITING CONDITIONS FOR SUMMARY REPORT

1. This is a Summary Report which is intended to comply with Standards Rule 2-2(b) of USPAP. The final conclusion of value expressed in this appraisal is the appraiser's opinion which is based upon careful investigation and analysis of all of the known facts and conditions which are believed to influence or affect the market value (as defined elsewhere in this report) of the property under appraisal. The market price of the property may differ from its market value dependent upon the motivations and the knowledge of the buyer and/or seller. The market value of the subject property expressed herein is the appraiser's opinion of the probable price at which it would sell in the open market free of abnormal conditions.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. No survey or analysis of sub-surface minerals and/or deposits has been made and, unless stated otherwise in the report, they have not been considered as a contributing factor to the market value of the property.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with properly written qualification and only in its entirety.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
19. The appraiser will not be required to give testimony or appear in court or before any other commission or body by reason of this appraisal unless arrangements are previously made.

20. The estimate of market value reported herein is not contingent upon the reporting of a predetermined value or a direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
21. No termite inspection has been provided to me or conducted by me of this property. This report and value estimate is based upon the assumption that the property has been inspected by a reputable, licensed exterminator and that there is no active termite infestation or hidden damage.

Summary of Pertinent Facts and Conclusions

Client / Intended User:	Halifax County
Property Identification:	Eastern Seals UCP
Location:	1710 Watkins Drive, Weldon, NC
Property Owner:	Halifax County
Property Rights Appraised:	Fee Simple
Report Date:	Monday, June 17, 2019
Effective Date of Valuation:	Wednesday, July 3, 2019
Land Area:	2.10-Acres
Improvements:	10,300-SF Light Industrial Building
Halifax County Tax Data:	
Parcel ID:	1203289
Assessed Value:	\$228,800
Current Tax Rate:	\$1.540
Annual Tax Burden:	\$3,523.52
Utilities:	Water, Electricity, Telephone, Sewer
Zoning:	HI - Heavy Industrial
Highest and Best Use:	Industrial as currently exists
Estimated Market Value:	\$226,000



IDENTITY OF THE CLIENT AND INTENDED USERS

This appraisal report is prepared for the sole and exclusive use of Halifax County and/or affiliates. The use of this report by others is not intended by the appraiser and I assume no responsibility for the unauthorized use of this report.

PURPOSE AND INTENDED USE OF THE APPRAISAL

The purpose of this appraisal is to estimate the current market value of the subject's fee simple estate. This report is not intended to be used for any other purpose.

IDENTIFICATION OF THE PROPERTY

The subject of this appraisal involves an approximate 2.1-acre parcel of land parcel of land located at 1710 Watkins Drive, in the Town of Weldon, Halifax County NC. The site is improved with an approximate 10,300-square foot pre-engineered steel (PES) building and related site improvements. The subject property is listed by the Halifax County Tax Assessor's Office under the ownership of Halifax County and is identified as Tax Parcel Number 1203289. The property is legally described at Deed Book 1440, Page 467 of the Halifax County Registry.

For a more complete and accurate identification of subject, copies of the tax card, legal description, etc. located throughout this report.

PROPERTY RIGHTS APPRAISED

The subject property is currently occupied by Easter Seals UCP, dba, EVCO but they pay no rent; therefore, my estimate of market value is of the fee simple estate. Fee simple estate is defined on Page 78 of *The Dictionary of Real Estate Appraisal, Sixth Edition* (Chicago: Appraisal Institute, 2015) as "*absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.*" I have not been provided a title opinion and I am unaware of any adverse easements or encumbrances affecting the use or marketability of the property.

I have not been provided a title opinion and I am unaware of any adverse easements or encumbrances affecting the use or marketability of the property. The estimate of market value reported herein is of subject's land and real property improvements only. Specifically excluded from this valuation are all tangible personal property and intangible property such as tenant fixtures, equipment, furnishings, goodwill, etc. The property is subject to all matters of public record.

DEFINITION OF MARKET VALUE

In the valuation of the subject, market value is defined on Page 59 of The Appraisal of Real Estate as published by The Appraisal Institute as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions⁵ granted by anyone associated with the sale.

1. International Valuation Standards Council, *International Valuation Standards 2011* (London: IVSC, 2011), 12.
2. The Appraisal Foundation, *Uniform Standards of Professional Appraisal Practice*, 2012-2013 ed., Definitions, U-3.
3. The definition of *market value* used by Fannie Mae and Freddie Mac includes additional discussion of financing and sales concessions:
Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Adjustments for special or creative financing can be made by comparing the financing terms of the comparable property to financing terms offered by a third-party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated based on a mechanical dollar-for-dollar comparison of the cost of the financing or concessions; rather, the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment. See Uniform Residential Appraisal Report Freddie Mac Form 70/Fannie Mae Form 1004, p. 4 (March 2005); also Fannie Mae Single Family 2007 Selling Guide, Part XI: Property and Appraisal Guidelines, 205: Definition of Market Value. The Fannie Mae/Freddie Mac definition requires that the effect on property value of any special or creative financing or sales concessions be determined and that the opinion of value reflect cash-equivalent terms. Special financing or sales concessions often characterize transactions in depressed markets.

Market value does not account for the unpredictable buyer who pays a price in excess of that which is reasonable and supported by market data, nor those transactions made under adverse conditions of sale.

DATE OF REPORT AND EFFECTIVE DATE OF VALUATION

June 17, 2019 is intended as the effective date of valuation which coincides with my final inspection date. The date of the report is July 03, 2019.

SCOPE OF THE APPRAISAL

According to USPAP, 2018-2019 Edition, the Scope of Work Rule is described as follows:

SCOPE OF WORK RULE ¹⁴	
338	For each appraisal and appraisal review assignment, an appraiser must:
339	1. identify the problem to be solved;
340	2. determine and perform the scope of work necessary to develop credible assignment
341	results; and
342	3. disclose the scope of work in the report.
343	An appraiser must properly identify the problem to be solved in order to determine the appropriate scope of
344	work. The appraiser must be prepared to demonstrate that the scope of work is sufficient to produce credible
345	assignment results.

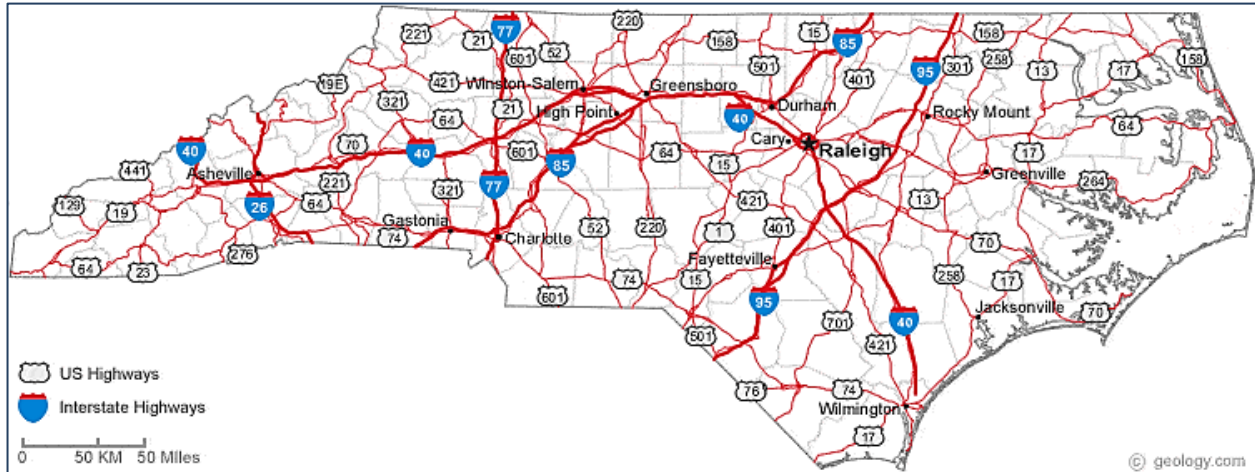
After accepting this appraisal assignment and defining the appraisal problem, an inspection of the subject site and the surrounding market area was made. Subsequently, I began my preliminary analysis and data collection for the subject property and the market data analyzed for comparative purposes. I have discussed the existing lease with Halifax County, but I have not been provided any historical operating income/expense data.

Information obtained for use in this appraisal was also gathered from the public records of Halifax County and the Town of Weldon, such as the Halifax County Tax Assessor, the Halifax County Register of Deeds, and the Town of Weldon Planning-Zoning Department. I have also obtained data from other local area real estate brokers and appraisers, general contractors, national and regional publications, as well as my office files and reference materials. I have used this information in the valuation of the subject property by the Sales Comparison Approach, and the Income Approach. These valuation methods are applicable in the valuation of this property type. I have presented my findings within the attached Appraisal Report, which has been prepared in accordance with Standards Rule 2-2 (a) of the Uniform Standards of Professional Appraisal Practice (USPAP), the Interagency Appraisal and Evaluation Guidelines, and the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) regulatory requirements. I have adhered to the Competency Provision of USPAP.

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is not predicated upon any *Extraordinary Assumptions* or *Hypothetical Conditions*. The reader's attention is directed to the detailed list of the standard assumptions and limiting conditions contained within the addenda.

MARKET AREA ANALYSIS



The subject property is located in the Town of Weldon in Halifax County, North Carolina. This area is locally referred to as the Roanoke Valley Area, which is comprised of Halifax County and Northampton County. The Roanoke Valley is located in the northeastern section of North Carolina on the North Carolina/Virginia boundary. Interstate 95 bisects the Valley and runs through the area's largest town, Roanoke Rapids. The county seat of Halifax County is Halifax, which is located approximately 10 miles southeast of Roanoke Rapids. Halifax County covers about 731 square miles and Northampton County covers about 550 square miles. Halifax County is situated approximately 90 miles northeast of Raleigh, the state capital of North Carolina, and about 90 miles south of Richmond, Virginia.

Weldon and Halifax County are located approximately midway between New York and Miami by Interstate 95. Halifax County has a population estimate of approximately 53,623 as compared to 54,691 by the 2010 Census. Furthermore, the population for Halifax County is projected to decrease to 51,332 by July 2020 and to 48,234 in July 2030 according to the North Carolina Office of State management and Budget. In comparison, the population for the State of North Carolina is projected to increase at .90 annually during this period.

As referenced, Halifax County is located approximately midway between New York and Miami via Interstate 95. As a result, there have been a number of commercial developments at the intersection of US Highway 158 and I-95. These developments have primarily been located west of I-95 in the neighboring City of Roanoke Rapids. The most significant new commercial development in this area involves the Premier Landing shopping center, which is located in the southwest quadrant of I-95 and US Hwy. 158. This development is identified as comprising approximately 130 acres along the western side of I-95, and features a Wal-Mart and Belk anchored strip retail center, with outparcels fronting along I-95 which have and/or are being improved with various restaurants, retail stores, etc. Some of these new outparcel developments include various restaurants

(Arby's, Chick-Fil-A, Starbucks, etc), retail stores, a Harley Davidson retail facility, and a Dunham's sporting goods store, etc.

Also, there are two lakes located nearby that offer recreational activities to the local population and tourists that visit the area. Roanoke Rapids Lake has 47 miles of shoreline, and Gaston Lake, situated about 9 miles west of Roanoke Rapids has about 350 miles of shoreline. These areas feature wildlife, public boat landings, camping areas, etc. Other recreational areas include the Roanoke River and Medoc Mountain State Park.

Overall, the local area has a high historical unemployment rate in relation to the state and national averages, but retail sales have remained fairly stable over the past few years. The Roanoke Rapids market area does cater to tourists traveling I-95 and visiting the recreational areas nearby and serves as the primary retail center for the Roanoke Valley.

Neighborhood Analysis:



Boundaries and Access – The subject's market area is located along the western side of the Town of Weldon and is generally bounded on the east by I-95, US 158 to the south, US 301 to the east and the Roanoke River to the north.

Homogeneous Uses – The primary developments in this area include Weldon Pallet, Kennametal, Patch Rubber, and Weldon Steel Corporation. There are a number of retail uses just south of the subject that include various restaurants, hotels-motels, c-stores/fuel outlet facilities, etc. The subject property conforms to the surrounding land use development pattern.

Market Area Trends - There is an apparent overall balance in the demand and supply of commercial property in the local market, although the demand is still somewhat limited as of the date of this report due to economic conditions. The typical commercial facility in this area consists of a one-story masonry building on a concrete slab foundation and a conventional roof structure. Considering all factors, the subject's immediate market area is anticipated to continue to remain fairly stable for the foreseeable future, with no new competitive development expected except for suburban growth.

PROPERTY DESCRIPTION

Site Data: As noted, the subject site comprises 2.10-acres of land area and is identified Deed Book 1440, Page 467 of the Halifax County Registry. A copy of the legal description is shown below:

That certain tract or parcel of land more particularly described as follows: BEGINNING at an iron stake in the eastern right of way of a 60 foot proposed street, said beginning point being N. 14° 42' 00" E. 858 feet from a iron pipe in the northern right of way of State Road 1710 and the eastern right of way of said proposed road, thence S. 83° 32' 00" E. 404.16 feet to an iron pipe; thence N. 14° 42' 00" E. 200 feet to an iron pipe in the line of property owned by Becker Farms, Inc.; thence N. 83° 32' 00" W. 404.17 feet to an iron pipe in the northern right of way of said proposed street; thence running along said right of way S. 14° 42' 00" W. 200 feet to the point of beginning, containing 1.48 acres and being designated "Reserved" on that certain map entitled "Preliminary Site Plan Roanoke Rapids Industrial & Economic Development Corporation", prepared by Burr & Associates, PA under date of August 29, 1988. Reference to said map being hereby made for greater certainty of description.

This is a basically rectangular shaped site featuring 200-feet of frontage/exposure along the eastern side of Watkins Drive as well as 400-feet of frontage/exposure along the southern side of Watkins Drive. Watkins Drive consists of a 60-foot public-right-of-way that is accessible via Grace Drive off of the north side of the Julian R. Allsbrook Highway (US 158).

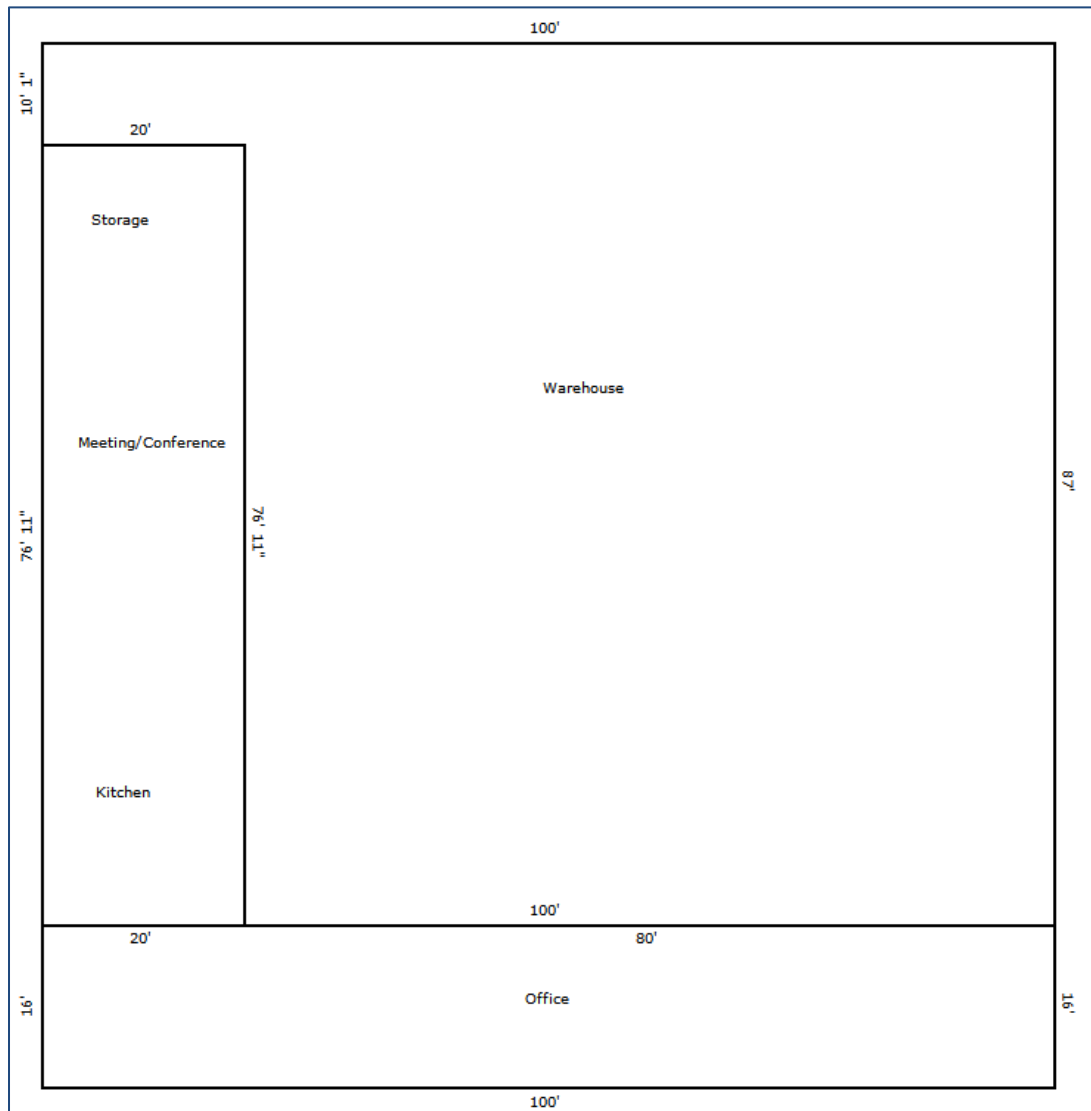
The subject property is generally level and at street grade. As identified on the aerial GIS map, the subject site is not identified as being within a flood hazard area. All public utilities are available to the site. Other than typical utility easements, drainage easements, cross access ingress-egress and drainage easements, public road right-of-way access regulations, etc., no apparent adverse easements or encroachments are noted.

No environmental, geo-technical or subsoils analyses have been performed or submitted for use with this report, and this is beyond the scope of the appraisal assignment and my level of expertise. No adverse conditions were immediately apparent upon inspection, and it is assumed none are present.

Improvement Data: The subject's primary improvement involves a 1-story, pre-engineered steel building, comprising approximately 10,300 square feet of gross building area. This is a typical steel frame structure on a concrete slab foundation, with a masonry front façade, aluminum exterior, and aluminum framed exterior windows and doors with tinted and insulated glass. There is one overhead door along the southern side of the building with a 4' drive-up dock. There is also a drive-on door along the western side of the building.

The interior is partitioned in approximately 7,162-square feet of open warehouse space, 1,600-square feet of office space, and 1,538-square feet of meeting/storage/break room area. The interior of the office and meeting/break room areas feature typical commercial grade finishes, such as tile floor coverings, Sheetrock walls with vinyl wall coverings and tile finishes, a dropped metal ceiling grid with acoustical ceiling tiles, fluorescent lights, etc. The warehouse area features exposed concrete floors, exposed steel beams, fluorescent lighting, air conditioning and ceiling mounted radiant heaters. Additional improvements include the miscellaneous related site improvements. These include the asphalt paved entrance drives and parking lot (approx. 20,000-SF), the concrete paved sidewalks along the front of the building, etc. These site improvements are typical of the local market area and complement the overall development.

The subject's improvements were constructed in 1990, reflecting a chronological age of 29 years. The improvements appear to be in overall average to good condition. All electrical, mechanical and structural systems are assumed to be functioning properly, and for their intended use; however, this is subject to more detailed inspections from a qualified general contractor. The subject's improvements appear functionally suited for their intended use. For a more complete and accurate description of the subject site and improvements, copies of the photographs, maps, etc are included in this report. A floor plan is shown below:



TAX DATA

The subject property is identified by the Halifax County Tax Assessor as Parcel Number 1203289. The current assessed value of subject is \$228,800. This is attributable to the land at \$15,100, and to the improvements at \$213,700.

The property is located within the Town Limits of Weldon and is therefore subject to both the Halifax County and Town of Weldon taxes. The combined Year 2018 tax rate for Weldon and Halifax County is \$1.54 per \$100 of assessed value which indicates an annual tax burden of \$3,523.52. **However, the subject is currently owned by Halifax County and is exempt from paying taxes.**

ZONING DATA/PUBLIC & PRIVATE RESTRICTIONS

The subject property is zoned Heavy Industrial by Halifax County. According to the Halifax County Code of Ordinances, the HI district is *"established as a manufacturing district in which outside storage of products is permitted."* There are a number of legally permissible uses including, but not limited to, assembly halls, banks, manufacturing, offices, etc. The minimum development requirements are:

Minimum Lot Width:	50'
Min. Front Yard Setback:	30'
Min. Side Yard Setback:	12'
Min. Rear Yard Setback:	10'
Maximum Height:	45'

Parking requirements vary depending upon the particular use. Based on my inspections of the property and review of the applicable zoning regulations, subject's existing development appears to be in accordance with local zoning regulations, as well as the surrounding land use development pattern.

In addition to local zoning, the property is subject to typical local and state building code ordinances, regulations regarding the treatment of water and sewer, soil and erosion control regulations, air emissions regulations, etc. The property is also subject to typical NC-DOT right of way regulations, utility easements, etc., identified on the attached surveys and site plan, and as previously mentioned in the site description section of this report. No title search or opinion of title has been performed or submitted for use with this report, and this is beyond the scope of the appraisal assignment and my level of expertise. I am unaware of any existing or proposed public or private restrictions which would adversely impact the use or marketability of subject, and it is assumed none are present. The property is not subject to any known restrictive covenants.

HISTORY OF THE PROPERTY

As mentioned earlier, the subject property involves Tax Parcel 1203289. The property was acquired by the current owner, Halifax County on December 28, 1986 from the Roanoke Rapids Industrial and Economic Development Corporation. This transaction is recorded at Deed Book 1440, Page 467 of the Halifax County Registry. There are no stamps affixed to the deed.

According to Halifax County, the subject property is currently occupied by Easter Seals USP, dba, EVCO as a holdover tenant from an old lease and that the current tenant pays no rent.

HIGHEST AND BEST USE

According to the *Dictionary of Real Estate Appraisal*, as published by the American Institute of Real Estate Appraisers, Highest and Best Use is defined as follows:

1. *The reasonable and probable use that supports the highest present value of vacant land or improved property, as defined, as of the date of appraisal.*
2. *The reasonably probable and legal use of land or sites as though vacant, found to be physically possible, appropriately supported, financially feasible, and that results in the highest land value.*
3. *The most profitable use.*

The definition of highest and best use is applicable to studies of vacant property as well as improved property. An appraiser forms an opinion of highest and best use for the land only, as if vacant and available for development. Having reached a conclusion of use for the vacant property, the existing improvements are then inspected and analyzed. It is then necessary to form an opinion as to whether the improvements are in keeping with the highest and best use which has been previously developed for the vacant site. If these improvements do not conform to such a use, it is then necessary to estimate what value, if any, the improvements in their misplaced contribute to the land.

The subject property is located along Watkins Drive in the Town of Weldon, Halifax County, North Carolina. Subject's immediately surrounding area is predominantly light industrial area within close proximity to I-95. The subject property involves a 2.1-acre site and the site is zoned HI, Heavy Industrial, which allows for a number of uses including industrial and commercial. All public utilities are available to the site, and the site is physically adaptable for industrial use and the predominant surrounding zoning to subject is industrial in nature. There appears to be adequate demand for commercial uses in this market area, and no apparent over-supply exists. However, as a result of current economic conditions, new commercial developments in the local market area are typically demand driven and/or owner-occupied facilities, with no new speculative development noted, and none anticipated for the foreseeable future. Therefore, considering all factors, it is my opinion that the highest and best use of the subject site as if vacant is for industrial development, as demand warrants, in accordance with local zoning and the surrounding land use development pattern.

The subject property is currently improved with a one-story, 10,300-square foot light industrial building, and related site improvements. The existing improvements were constructed in 1990 and are in average condition but are outdated. The existing improvements are typical of the local market area and appear functionally suited for their current intended use. Furthermore, the estimated value of the property as currently improved exceeds the estimated land value as if vacant, and demolition of the improvements for conversion to an alternative use is not considered likely or financially feasible at this time. In the near future, it may be prudent to demolish the improvements and redevelop the site. Therefore, considering all factors, it is my opinion that the highest

and best use of the subject property is for continued light industrial use as currently improved until the market warrants redevelopment. This use is legally permissible, compatible with the surrounding land use development pattern, etc.

VALUATION OF SUBJECT PROPERTY

The market value of a property is contingent upon all factors affecting real estate within a given area at a particular time. The techniques generally employed in real estate valuation include the Cost, Sales Comparison, and Income Capitalization Approaches. These approaches are based upon three (3) major facets of value:

1. the current cost of reproducing a property less loss in value from deterioration and functional and economic obsolescence (accrued depreciation);
2. the market value indicated by recent sales of comparable properties in the market; and
3. the investment value that a property's net earning power will support based upon capitalization of the income stream.

In the valuation of the subject, the Sales Comparison Approach and Income Capitalization Approach are considered the most applicable valuation methods. The Cost Approach is not considered applicable or necessary.

SALES COMPARISON APPROACH

In the Sales Comparison Approach, the subject property is compared to similar properties that have sold or for which offers to purchase have been made. A major premise of the Sales Comparison Approach is that the market value of a property is directly related to the prices of comparable, competitive properties. The real estate appraisal principle of substitution plays a significant factor in the Sales Comparison Approach in that the value of a property tends to be set by the price that would be paid to acquire a substitute property of similar utility or desirability without undue delay. To apply the Sales Comparison Approach, an appraiser follows a systematic procedure:

1. Research the competitive market for information on properties that are similar to the subject property and that have recently sold, are listed for sale, or are under contract.
2. Verify the information by confirming that the data obtained is factually accurate and that the transactions reflect arm's length market considerations.
3. Select relevant units of comparison (e.g. price per acre, price per square foot, or per front foot) and develop a comparative analysis for each unit.
4. Look for differences between the comparable sale properties and the subject property using all appropriate elements of comparisons. Then adjust the price of each sale property, reflecting how it differs, to equate it to the subject property or eliminate that property as a comparable.
5. Reconcile the various value indications produced from the analysis of comparables to a value bracket and then to a single value indication.¹

Based on my research and analysis of the local and surrounding market areas, the following improved sales are offered for comparison to subject and have been analyzed on an overall basis.

¹The Appraisal of Real Estate, 13th Edition, Page 301-302

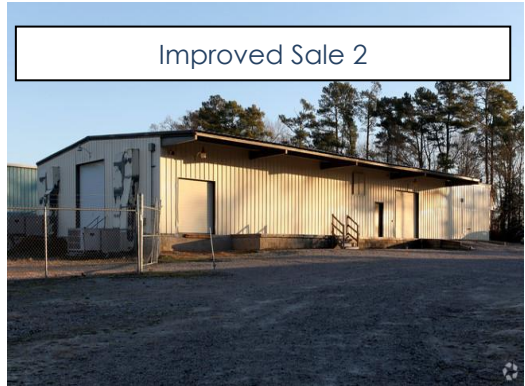
Improved Comparable Sales Chart						
Identity	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Location	1710 Watkins Dr.	3959 S. Highway 39	136 Full Circle Drive	230 Kamlar Drive	140 Commercial Rd.	100 Grace Drive
	Weldon, NC	Louisburg, NC	Battleboro, NC	Nashville, NC	Ahoskie, NC	Weldon, NC
Tax ID	1203289	2551	3862-50-3382	3810-08-99-6142	5982-38-6129	12-00002
Deed Reference	1440 / 467	2169 / 1693	1682 / 1078	2940 / 523	793 / 754	2581 / 719
Grantor/Grantee	NA	Pyrtiz/Q-Power Inc.	Full Circle/Central E.	RM Warehouse/Rhodes	Mizelle / Brabble	Flambeau/JBB
Date	6/24/2019	02/0/2019	8/16/2018	6/20/2018	8/10/2017	2/8/2019
Land Area (Acres)	2.10	4.15	20.73	1.00	1.97	36.71
Building Data						
Size (SF)	10,300	23,500	24,690	5,800	5,600	125,471
Year Built	1990	1985	2009	1915	1995	1974
Sales Price	NA	\$600,000	\$450,000	\$175,000	\$150,000	\$1,850,000
Unit Price	NA	\$25.53	\$18.23	\$30.17	\$26.79	\$14.74
Adjustments						
Property Rights	Fee Simple	0	0	0	0	0
Sale Conditions	Arms Length	0	0	0	0	0
Financing	Conventional	0	0	0	0	0
Market Conditions	Current	0	0	0	0	0
Location / Site	Good	0	0	0	0	0
Physical	Good	10%-	0	20%-	20%-	30%+
Net Adjustment	NA	10%-	0	20%-	20%-	30%+
Adjusted Unit Price	NA	\$22.98	\$18.23	\$24.14	\$21.43	\$19.17

Photographs of Improved Sales

Improved Sale 1



Improved Sale 2



Improved Sale 3



Improved Sale 4



Improved Sale 5



Analysis of Improved Sales:

The preceding pages involve five of the most recent improved sales which have been analyzed for comparison to subject. Each of these sales involve a similar facility to the subject, and no adjustments are required to either of the sales for financing conditions, sale conditions, property rights, or market conditions. These sales are located in various areas throughout eastern and northeastern North Carolina. There are few sales in the subject's immediate market area and therefore I have expanded my search area to include other similar properties in similar market areas. Comparable 5 is much larger than the subject but is located within close proximity to the subject in same immediate market area.

Improved Sale 1 involves an approximate 23,500-square foot food processing facility located in Louisburg, NC. This sale is similar to the subject regarding size, location, etc. This sale is considered to be superior to the subject regarding overall upfit for food processing and has been adjusted downward 10%. The adjusted unit sales price is \$22.98 / SF.

Improved Sale 2 involves an approximate 24,690-square foot warehouse building situated on 20.73-acres of land area. This sale is inferior to the subject regarding overall upfit and condition but superior regarding land value contribution. Therefore, these differences are considered to offset. The adjusted unit sales price is \$18.23 / SF.

Improved Sales 3 & 4 are both smaller than the subject and have been adjusted upward for size since smaller properties typically sell at higher per unit prices. The adjusted unit sales prices are \$24.14 / SF and \$21.43 / SF, respectively.

Improved Sale 5 is the most similar to the subject regarding location in Weldon, NC. This building is much larger than the subject and has been adjusted upward for size. The adjusted unit sales price is \$19.17 / SF.

After applying the appropriate adjustments, these five sales reflect a range in adjusted sales prices from \$18.23 / SF to \$24.14 / SF. These sales reflect an average adjusted sales price of \$21.19 / SF and a median adjusted sales price of \$21.43 / SF. Therefore, based on my analysis of these, as well as other sales and listing data available, and considering current market conditions and the subject's physical and financial characteristics, it is my opinion that the market would support a value to the subject property of about \$22.00 / SF. The estimated market value of the subject by the Sales Comparison Approach is therefore summarized as follows:

Gross Building Area: 10,300 SF @ \$22.00 / SF		\$226,600
Estimated Value by Sales Comparison Approach:	[R]	\$227,000

INCOME APPROACH

The Income Approach is a method of converting economic benefits of owning a property into a value estimate through capitalization of the net income. The principle of “anticipation” underlying this approach is that prudent investors recognize a relationship between income and assets. In order to value the anticipated economic benefits of a particular property, potential income and expense must be estimated and the most appropriate capitalization method selected. The two most common methods of converting net income into value are Direct Capitalization and Discounted Cash Flow Analysis. In Direct Capitalization, net operating income is divided by an overall rate extracted from the market to indicate a value. In the Discounted Cash Flow Method, anticipated future net income streams and a reversionary value are discounted into an estimate of present value. For purposes of this appraisal study, direct capitalization will be utilized to estimate subject's fee simple value estimate.

Estimate of Contract Rent:

According to the property owner, the current tenant pays no rent.

Estimate of Economic (Market) Rent:

In analyzing the market rental for this property type, various rentals have been analyzed for comparative purposes. Five market rentals are offered for comparative purposes and are summarized for the reader's attention as follows:

Rent Summary - Survey Date: July 2019

ID	Tenant	Address	Size	Annual Rent	Rent/SF Net	Start Date	End Date	Duration
1	Gillam - Ivey	138 Lam Plant Road Windsor, NC	18,000 SF	\$ 32,400.00	\$ 1.80	7/1/14	6/30/24	10 Years
2	Planned Pkg.	7015 Stanley road Rocky Mount, NC	10,000 SF	\$ 35,000.00	\$ 3.50	11/1/18	10/30/28	5 Years
3	Creative Salvage	402 Chestnut St. Tarboro, NC	5,802 SF	\$ 12,000.00	\$ 2.07	11/1/18	10/30/19	1 Year
4	Hickory Springs	996 NC 111, South Pinetops, NC	38,742 SF	\$ 90,269.00	\$ 2.33	6/1/13	5/30/23	10 Years
5	Vacant	100 Grace Drive Weldon, NC	55,000 SF	\$247,500	\$4.50	NA	NA	NA

Photographs of Improved Rentals

Rental 1



Rental 2



Rental 3



Rental 4



Rental 5



Rental Comparables Map

SUBJECT

1710 Watkins Dr
Weldon, NC 27890

COMPARABLE No. 5

100 Grace Dr
Weldon, NC 27890
0.35 miles SW

COMPARABLE No. 2

7015 Stanley Park Dr
Rocky Mount, NC 27804
36.14 miles SW

COMPARABLE No. 1

138 Lam Plant Rd
Windsor, NC 27983
48.94 miles SE

COMPARABLE No. 3

402 Chestnut St
Tarboro, NC 27886
37.03 miles S

COMPARABLE No. 4

996 NC 111 S
Pinetops, NC 27864
43.35 miles S

Analysis of Rentals:

Rental 1 involves an approximate 18,000-square foot industrial building reportedly built in 1970 and located in Windsor, NC. This building is inferior to the subject regarding interior upfit and condition. This lease reflects a rental rate of \$1.80 / SF.

Rental 2 an approximate 10,000-square foot industrial building located in Rocky Mount, NC. This building is very similar to the subject but is somewhat inferior regarding amount of office and interior upfit. This lease reflects a rental rate of \$3.50 / SF.

Rental 3 involves an approximate 5,802-square foot industrial building located in Tarboro, NC. This building is overall inferior to the subject. Based on information provided by the landlord, the rental rate is \$2.07 / SF.

Rental 4 involves an approximate 38,742-square foot manufacturing building located in Pinetops, NC. This building is much larger than the subject. Based on information provided by the landlord, the rental rate is \$2.33 / SF.

Rental 5 is also Improved Comparable 5 from the Sales Comparison Approach. As mentioned earlier, this building is a large 125,471-square foot facility. This building has overhead cranes, rail frontage, sprinklers and is more designed for heavy industrial uses. The asking rent is \$4.50 / SF.

The rental rates above reflect a range from \$1.80 / SF to \$4.50 / SF(Listing). These rental comparables include a combination of gross and net rental rates. In my judgment, as of the effective date of valuation, **a GROSS rental rate of \$4.00 / SF** is reasonable for the subject. This would indicate potential gross annual income for subject, at 100% occupancy, at \$41,200, GROSS.

Estimate of Vacancies and Collection Losses:

With any income producing property, vacancies occur with tenants exchanging headquarters, failing to pay rent and paying rent late. Currently, the local market area is stable but does not have a history of rapid growth. However, the demand is limited given overall market conditions. The property is in good condition and is functionally suited for restaurant use. Also, the property is compatible to the surrounding land use development pattern. CoStar reports vacancy rates, rental rates, marketing time, etc. for the subject's market area as follows:

AVAILABILITY	MARKET	NATIONAL INDEX
Market Rent/SF	\$15.50 ↑	\$33.14 ↑
Vacancy Rate	9.9% ↓	9.7% ↓
Vacant SF	287 K ↓	769 M ↓
Availability Rate	11.5% ↓	13.2% ↓
Available SF	331 K ↓	1.1 B ↓
Sublet SF	0 ↓	103 M ↑
Months on Market	24.6	10.9

The overall vacancy rate and rental rate above includes for office, retail, and industrial. Industrial vacancy rates in the area typically higher and industrial rental rates are typically lower. For purposes of this appraisal, I am utilizing a vacancy rate of 15%. This reveals and effective gross income for the subject of \$35,020.

Estimate of Operating Expenses:

These comparable rentals reflect typical operating expenses for these property types. Based on my analysis of the market for this property type, the following summary of operating expense estimates are presented for subject:

Real Estate Taxes - In the previous Tax Data section of this report, the current annual tax burden for the subject property is \$3,524 which is about \$0.34 / SF.

Real Property Insurance – Based on my study of the market, an annual insurance estimate is \$3,000.

Management - Based on my analysis of the local market, a management fee of 6 percent of effective gross income is typical for property types such as subject. This includes for rent collection, supervision, budget preparation, and leasing commissions. Typically, if leasing commissions are paid, the base rental rates are increased by the amount of the expense over the base lease term.

Miscellaneous - Miscellaneous expenses are estimated at 0.25 / SF of gross building area and consider various miscellaneous expenses that are incurred during the ownership period. These expenses include, but may not be limited to, legal and accounting costs, utilities during periods of vacancies, etc.

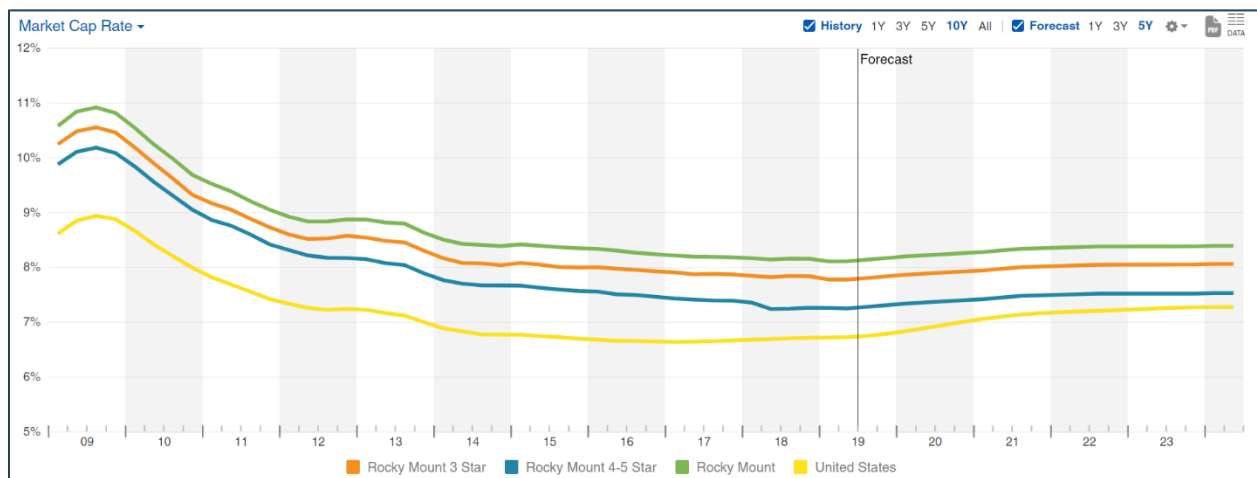
Maintenance/Reserves for Replacement – Typically, property types of this nature are leased with the Lessor only responsible for major structural maintenance, such as roof, exterior walls, and HVAC replacement. An allowance should be included for reserves, which represent funds set aside for the periodic replacement of major capital items such as the parking lot and roof cover. An allowance of \$0.35 / SF of gross building area is believed reasonable for maintenance and reserves as summarized as follows:

Total operating expenses for subject are estimated at \$14,805 per year, which is equivalent to approximately \$1.44 per square foot of gross building area, or 42 percent of effective gross income. This estimate is reasonable after reviewing the expense comparables and considers management expenses and reserves. Deducting operating expenses from effective gross income reveals net operating income before recapture at \$20,215. This reveals a NET rental rate to the subject of \$1.96 / SF which falls in line with the market rental rate comparables. The rental comparables range from \$1.80 / SF to \$4.50 / SF.

Selection of Overall Capitalization Rate:

In Direct Capitalization, an overall capitalization rate is derived from the sale of income producing properties. The overall capitalization rate is simply the ratio of the sale properties net operating income to sales price. The overall capitalization rate would reflect the physical and financial characteristics of the property.

Over the past 10 years, overall capitalization rates in this market area have ranged from 10.9% in 2009 to 8.1% in 2019 as shown below:



Also, the RealtyRates.com Investor Survey reveals national market indicators for various property types. For the 2nd Quarter 2019, regarding industrial properties, overall capitalization rates ranged from 9.23% to 8.94% over the past year. These rates reflect a “weighted methodology: Band-of-Investment, DCR Technique, Sales Survey” and are shown below highlighted in red:

RealtyRates.com INVESTOR SURVEY - 2nd Quarter 2019*																								
CURRENT & HISTORICAL CAP RATE INDICES																								
Method-Weighted* Property Category Indices																								
Year	Apts		Golf		Healthcare Senior Housing		Industrial		Lodging		MHRV Park		Office		Retail		Restaurant		Self Storage		Special Purpose		Weighted* Composite Indices	
	Rate	Chg	Rate	Chg	Rate	Chg	Rate	Chg	Rate	Chg	Rate	Chg	Rate	Chg	Rate	Chg	Rate	Chg	Rate	Chg	Rate	Chg	Rate	Chg
2019	8.18	-24	11.79	-23	8.78	-21	8.94	-25	10.18	-35	9.32	-24	8.78	-26	9.15	-23	11.36	-21	9.61	-26	11.44	-21	9.39	-25
1st Qtr	8.18	-28	11.79	-29	8.78	-21	8.94	-29	10.18	-35	9.32	-30	8.78	-30	9.15	-29	11.36	-26	9.61	-31	11.44	-27	9.39	-29
2018	8.42	26	12.02	30	9.01	14	9.19	23	10.53	25	9.56	30	9.04	10	9.38	20	11.57	15	9.86	29	11.64	40	9.64	22
4th Qtr	8.46	8	12.08	11	9.07	1	9.23	7	10.53	1	9.62	13	9.08	13	9.44	10	11.62	11	9.92	13	11.71	11	9.68	9
2017	8.16	4	11.73	-2	8.87	-6	8.96	-12	10.28	5	9.26	11	8.94	-22	9.19	-8	11.42	-15	9.57	-9	11.25	4	9.42	-6
2016	8.13	-2	11.75	6	8.92	12	9.08	15	10.22	0	9.15	15	9.16	16	9.27	12	11.57	-10	9.67	14	11.21	10	9.48	9
2015	8.15	-9	11.69	-14	8.80	-9	8.93	-10	10.22	-20	8.99	-18	9.00	-6	9.15	-11	11.66	-13	9.52	-22	11.11	-12	9.40	-12
2014	8.24	-15	11.83	-9	8.89	-1	9.03	-4	10.43	-17	9.17	-5	9.06	-22	9.26	15	11.79	-6	9.75	-20	11.24	14	9.52	-7
2013	8.39	14	11.92	-14	8.90	5	9.07	-2	10.60	3	9.22	14	9.28	-19	9.11	-4	11.86	9	9.95	-24	11.10	1	9.58	-2
2012	8.25	-35	12.07	6	8.85	-36	9.09	-40	10.57	-24	9.08	-39	9.47	3	9.15	-13	11.77	6	10.19	-49	11.09	-4	9.60	-21
2011	8.60	-29	12.00	-22	9.21	-40	9.49	-11	10.81	-24	9.48	-8	9.44	-10	9.28	-26	11.70	-14	10.69	-3	11.12	-17	9.81	-19
2010	8.89	4	12.22	5	9.62	15	9.60	12	11.05	7	9.55	22	9.54	16	9.54	25	11.84	12	10.72	21	11.30	0	10.00	13
2009	8.85	8	12.17	16	9.47	10	9.48	10	10.98	-7	9.33	1	9.38	29	9.29	20	11.72	15	10.50	37	11.30	8	9.87	14
2008	8.77	-4	12.01	29	9.37	-16	9.38	-14	11.05	56	9.32	-5	9.09	-16	9.09	-11	11.57	-28	10.13	20	11.22	-7	9.74	-1
2007	8.81	-45	11.72	-21	9.53	-65	9.52	-25	10.49	-28	9.37	-26	9.25	-47	9.20	-12	11.85	61	9.93	-38	11.29	-24	9.75	-28
2006	9.26	12	11.93	47	10.18	15	9.77	35	10.77	27	9.63	41	9.72	26	9.32	30	11.24	18	10.31	27	11.53	9	10.03	26
2005	9.14	14	11.46	80	10.03	-16	9.42	-30	10.50	-21	9.22	19	9.46	6	9.02	16	11.06	5	10.04	13	11.44	-30	9.77	2
2004	9.00	-19	10.66	28	10.19	-37	9.72	19	10.71	-98	9.03	-48	9.40	-4	8.86	-19	11.01	-15	9.91	-13	11.74	-30	9.75	-19
2003	9.19	-2	10.38	-32	10.56	64	9.53	33	11.69	56	9.51	-11	9.44	1	9.05	-18	11.16	8	10.04	-53	12.04	105	9.94	12
2002	9.21	-40	10.70	18	9.92	-39	9.20	-61	11.13	26	9.62	-60	9.43	-35	9.23	-62	11.08	-3	10.57	-12	10.99	-177	9.82	-41
2001	9.61	64	10.52	133	10.31	90	9.81	16	10.87	98	10.22	-68	9.78	-35	9.85	-53	11.11	47	10.69	13	12.76	32	10.23	21
2000	8.97		9.19		9.41		9.65		9.89		10.90		10.13		10.38		10.64		10.56		12.44		10.01	
* Weighted by methodology: Band-of-Investment, DCR Technique, Sales Survey																								
* Further weighted by property category																								
*1st Quarter 2019 Data												Copyright 2019 RealtyRates.com™												

It is my judgment that an overall capitalization rate of 9.0% is appropriate and is well supported by the data analyzed for comparative purposes. Based upon this reasoning and analysis, the following value summary is offered via the Income Approach:

Income Approach Summary						
Estimated Potential Gross Income @ 100% Occupancy:						
Lease Rate	10,300 SF	@	\$41,200	per year		
Less Vacancy & Collection Loss @ 15% , or \$6,180						
Estimated Effective Gross Income:						\$35,020
Less Operating Expenses:						
Real Estate Tax @	Actual					(\$3,524)
Insurance @	Estimate					(\$3,000)
Management @	Estimate	6%				(\$2,101)
Miscellaneous @	Estimate	\$0.25	per SF			(\$2,575)
Maint/Reserves @	Estimate	\$0.35	per SF			(\$3,605)
Total Estimated Operating Expenses:						(\$14,805)
Estimated Net Operating Income:						\$20,215
CAPITALIZATION:						
NOI:	\$20,215	/	0.09	=		\$224,609
Estimated Market Value by Income Approach:				[R]		\$225,000

RECONCILIATION AND FINAL VALUE CONCLUSION

In final analysis, the preceding market data has supported current value estimates for the subject property as follows:

Cost Approach:	NA
Sales Comparison Approach:	\$227,000
Income Capitalization Approach:	\$225,000

The purpose of this appraisal study is to estimate the current fair market of subject's fee simple estate. The two valuation methods reflect a fairly close range in value, and each valuation method utilizes the best data available.

The greatest strength of the Sales Comparison Approach is that it reflects the attitudes of market buyers and sellers. The greatest weakness is that no two properties are exactly alike. In my market analysis, however, I have attempted to identify comparable sales and/or listings involving similar restaurant facilities like subject. Where applicable, adjustments for differences between the subject and sale properties have been made. Considering the quantity and quality of market data available, equal weight and consideration is given to each of the valuation methods.

The Income Capitalization Approach has also been utilized to and reflects the income characteristics of the subject. Therefore, after considering all factors of my investigations it is my opinion that the present fair market value of subject's **fee simple estate**, as of June 17, 2019, is approximately:

TWO HUNDRED TWENTY-SIX THOUSAND DOLLARS
(\$226,000)

ESTIMATED EXPOSURE TIME

In *The Dictionary of Real Estate Appraisal, Sixth Edition* as published by the Appraisal Institute, **exposure time** and **marketing time** are identified as follows:

Exposure Time:

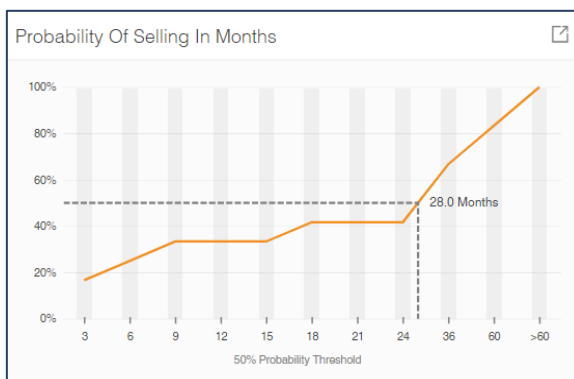
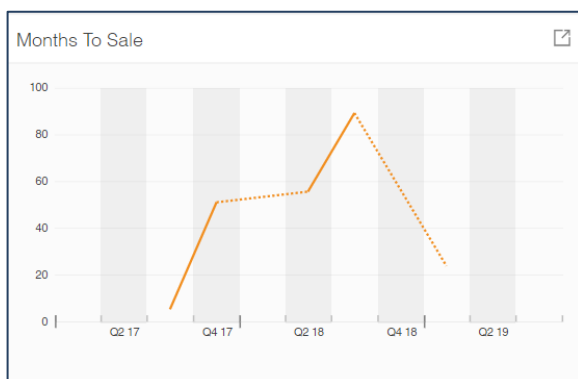
exposure time

- 1 The time a property remains on the market.
2. [The] estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. (USPAP, 2016-2017 ed.) *See also marketing time.*

Marketing Time:

marketing time. An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.) *See also exposure time.*

As with any property, the exposure or marketing time is a function of asking price, property type, and marketing techniques. As shown below, from June 2017 to June 2019, CoStar reports 25 sales of commercial related properties in the surrounding market area which revealed a median-months on the market ranging from 5 months to 89 months. CoStar also reports that retail properties in this market area have an 42% chance of selling within 24 months.



There is no oversupply of this property type in the local market and overall occupancies are stabilized between 85% to 90% and this is an established market area. There is an ample supply of loan money available at competitive rates. Based on my research and analysis of the local market, it is my opinion that a combined marketing/ exposure period would be about 18 - 24 months. This assumes that the property is actively marketed for sale with typical marketing techniques, and within a typical range of market value.

ADDENDA

Photographs of Subject Property



Front View of Subject



Rear View of Subject

Photographs of Subject Property



Street Scene



Side View Showing Drive-up Dock

Photographs of Subject Property



Side View Showing Overhead Door



Interior View of Warehouse Area

Photographs of Subject Property



Interior View of Warehouse Area



Interior View of Breakroom Area

Photographs of Subject Property



Interior View of Kitchen Area



Typical Office

Photographs of Subject Property



Conference Room



View of Typical Interior Finishes

GIS Aerial



Halifax County Tax Card



qPublic.net™ Halifax County, NC

Summary

Parcel Number 1203289
Location Address 1710 WATKINS DR
Legal Description HITE & GRANT/WATKINS DR
Property Class E - EXEMPT
Neighborhood C105
Land Use Code (640) E - EXEMPT PROPERTY OWNED BY MUNICIPALS
Township WELDON Township
Acres 2.1
Subdivision
PIN (ALT-ID) 4908-19-51-5581
Topography LEVEL
Street Type PAVED
Utilities ALL PUBLIC
Deed Book 1440
Page 467

[View Map](#)

Owner

Halifax County (12),
10 N KING STREET
HALIFAX NC 27839

Owner Info Last Updated 3/7/2019

Valuation

	2019	2018	2017	2016	2015
+ Appraised Land	\$15,100	\$10,700	\$10,700	\$10,700	\$10,700
- Land Deferment	\$0	\$0	\$0	\$0	\$0
= Total Assessed Land	\$0	\$0	\$0	\$0	\$0
+ Assessed Building	\$213,700	\$213,700	\$213,700	\$213,700	\$213,700
= Total Assessed Value	\$228,800	\$224,400	\$224,400	\$224,400	\$224,400

Deed

<p>Excise Tax <u>NO RS</u></p>	<p style="text-align: right;">BOOK 1440 PAGE 467</p> <div style="border: 1px solid black; padding: 5px; margin: 5px auto; width: fit-content;"><p style="text-align: center; font-size: small;">FILED FOR REGISTRATION AND RECORDED</p><p style="text-align: center;">11:48 O'CLOCK AM</p><p style="text-align: center;">Jan 4 1990 IN 87 BY BOOK</p><p style="text-align: center;">PAGE 467</p><p style="text-align: center;">TS Haggard</p><p style="text-align: center; font-size: x-small;">Register of Deeds, Halifax County</p></div> <p style="text-align: right;">Recording Time, Book and Page RE 10.5*</p>				
<p>Tax Lot No. _____ Parcel Identifier No. _____</p> <p>Verified by _____ County on the _____ day of _____, 19____</p> <p>by _____</p>					
<p>Mail after recording to JAMES, GODWIN, WELLMAN & STEPHENSON</p> <p style="text-align: center;">P. O. Box 429, Roanoke Rapids, N. C. 27870</p> <p>This instrument was prepared by W. Turner Stephenson, III, Attorney</p> <p>Brief description for the Index 2.10 Ac., Halifax County, NC</p>					
<p style="font-size: small;">CORRECTION</p> <h2 style="margin: 0;">NORTH CAROLINA GENERAL WARRANTY DEED</h2>					
<p>THIS DEED made this <u>28th</u> day of <u>December</u>, 19<u>88</u>, by and between</p> <table style="width: 100%;"><tr><td style="width: 50%; text-align: center; border-bottom: 1px solid black;">GRANTOR</td><td style="width: 50%; text-align: center; border-bottom: 1px solid black;">GRANTEE</td></tr><tr><td style="padding-top: 20px; text-align: center;">Roanoke Rapids Industrial and Economic Development Corporation</td><td style="padding-top: 20px; text-align: center;">Halifax County, North Carolina</td></tr></table>		GRANTOR	GRANTEE	Roanoke Rapids Industrial and Economic Development Corporation	Halifax County, North Carolina
GRANTOR	GRANTEE				
Roanoke Rapids Industrial and Economic Development Corporation	Halifax County, North Carolina				
<p style="font-size: x-small;">Enter in appropriate block for each party, name, address, and, if appropriate, character of entity, e.g. corporation or partnership.</p> <p style="font-size: x-small;">The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.</p> <p>WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all the certain lot or parcel of land situated in the City of _____ Township,</p> <p style="text-align: center;">_____ County, North Carolina and more particularly described as follows:</p> <p style="text-align: center;">That certain tract or parcel of land more particularly described as follows: BEGINNING at an iron stake in the eastern right of way of a 60 foot proposed street, said beginning point being N. 14° 42' 00" E. 858 feet from an iron pipe in the northern right of way of State Road 1710 and the eastern right of way of said proposed road, thence S. 83° 32' 00" E. 404.16 feet to a point; thence N. 14° 42' 00" E. 257.88 feet to a point in the line of property owned by Becker Farms, Inc.; thence N. 75° 18' 00" W. 400.00 feet to an iron pipe in the northern right of way of said proposed street; thence running along said right of way S. 14° 42' 00" W. 200 feet to the point of beginning, containing 2.10 acres and being designated "Reserved" on that certain map entitled "Preliminary Site Plan Roanoke Rapids Industrial & Economic Development Corporation", prepared by Burr & Associates, PA under date of February 5, 1988. Reference to said map being hereby made for greater certainty of description.</p>					

Halifax County NC Purchase Order for Appraisal



Purchase
Order 00001580-00 FY 2019
Acct No: 1105920-569300
The Above Purchase Order Number Must Appear
On All Correspondence - Packing Sheets And
Bills Of Lading

ORIGINAL

Page 1

Vendor
COLLICE C MOORE JR
dba COLLICE MOORE PROPERTIES
4300 SAPPHIRE COURT SUITE 116
GREENVILLE, NC
27834
Tel 252-231-2588

Ship To
HALIFAX DEVELOPMENT COMMISSION
260 PREMIER BLVD
ROANOKE RAPIDS, NC
27870

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/07/19	056220	05/07/19			

N	Description / Account	Unit	Qty	Unit Price	Net Price
1	1105920-569300 EDC/APPRaisal FOR REAL ESTATE	EACH	1.00	1800.00000	1800.00
PO Total					1800.00

THIS INSTRUMENT HAS BEEN PREAUDITED IN
THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CONTROL
ACT.

mwd/tm 5/8/19
Chief Procurement Officer



COMMERCIAL LEASE AGREEMENT
(Single Tenant Facility)

(Note: This form is not intended to be used as a Sublease and SHOULD NOT be used in Sublease circumstances)

THIS COMMERCIAL LEASE AGREEMENT, including any and all addenda attached hereto ("Lease"), is by and between

a(n) Halifax County ("Landlord"),
(individual or State of formation and type of entity)

whose address is Halifax County PO Box 38 Halifax, NC 27839, and

a(n) Federsco's LP NC, LLC ("Tenant"),
(individual or State of formation and type of entity)

whose address is 5771 Glenwood Ave Suite 211 Raleigh, NC 27612

☐ If this box is checked, the obligations of Tenant under this Lease are secured by the guaranty of _____
(name (s) of guarantor(s)) attached hereto and incorporated herein by reference.

(Note: Any guaranty should be prepared by an attorney at law.)

For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

PREMISES

1. Landlord leases unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property, including any improvements located thereon (hereinafter called the "Premises"), to wit:

(Address): 1710 Watkins Drive Weldon, NC 27890

☐ All ☐ A portion of the property in Deed Reference: Book _____, Page No. _____, _____ County;
consisting of approximately _____ acres.

Plat Reference: Lot(s) _____, Block or Section _____, as shown on Plat Book or Slide
_____ at Page(s) _____, Halifax County, consisting of _____ acres.

☐ If this box is checked, Premises shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference.

(For information purposes only, the tax parcel number of the Premises is: _____)

TERM

2. The term of this Lease shall commence on July 1st, 2019 ("Lease Commencement Date"), and shall end at 11:59 p.m. (based upon the time at the locale of the Premises) on June 30th, 2024, unless sooner terminated as herein provided. The first Lease Year Anniversary shall be the date twelve (12) calendar months after the first day of the first full month immediately following the Lease Commencement Date and successive Lease Year Anniversaries shall be the date twelve (12) calendar months from the previous Lease Year Anniversary.

☐ If this box is checked, Tenant shall have the option of renewing this Lease, upon written notice given to Landlord at least 120 days prior to the end of the then expiring term of this Lease, for 1 additional term(s) of 5 years each.

Page 1 of 12



North Carolina Association of REALTORS®, Inc.

Tenant Initials _____ Landlord Initials _____

STANDARD FORM 592-T

Revised 7/2015

© 7/2015

☐ **Option to Lease-** If this box is checked, Tenant, upon the payment of the sum of \$ _____ (which sum is not rental or security deposit hereunder, but is consideration for this Option to Lease and is non-refundable under any circumstances) shall have a period of _____ days prior to the Lease Commencement Date ("Option Period") in which to inspect the Premises and make inquiry regarding such sign regulations, zoning regulations, utility availability, private restrictions or permits or other regulatory requirements as Tenant may deem appropriate to satisfy itself as to the use of the Premises for Tenant's intended purposes. Tenant shall conduct all such on-site inspections, examinations, inquiries and other review of the Premises in a good and workmanlike manner, shall repair any damage to the Premises caused by Tenant's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Landlord's or any tenant's use and enjoyment of the Premises. In that respect, Tenant shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to any tenants of any entry onto any tenant's portion of the Premises for the purpose of conducting inspections. Upon Landlord's request, Tenant shall provide to Landlord evidence of general liability insurance. Tenant shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Premises and shall be entitled to review such books and records of Landlord that relate directly to the operation and maintenance of the Premises, provided, however, that Tenant shall not disclose any information regarding the Premises (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Tenant shall obtain their agreement to maintain such confidentiality. Tenant assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Option to Lease and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Tenant shall survive the termination of this Option to Lease or this Lease. Tenant shall, at Tenant's expense, promptly repair any damage to the Premises caused by Tenant's entry and on-site inspections. **IF TENANT CHOOSES NOT TO LEASE THE PREMISES, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO LANDLORD THEREOF PRIOR TO THE EXPIRATION OF THE OPTION PERIOD, THEN THIS LEASE SHALL TERMINATE AND NEITHER PARTY SHALL HAVE ANY FURTHER OBLIGATIONS HEREUNDER AND LANDLORD SHALL RETURN TO TENANT ANY RENTAL OR SECURITY DEPOSIT PAID TO LANDLORD HEREUNDER.** Tenant shall be deemed to have exercised its Option to Lease and to be bound under the terms of this Lease if (i) Tenant shall occupy the Premises prior to the expiration of the Option Period, whereupon the date of occupancy shall be deemed the Lease Commencement Date, or (ii) Tenant shall not provide written notice to Landlord of its termination of this Lease prior to the expiration of the Option Period.

RENTAL

3. Beginning on July 15 2019 ("Rent Commencement Date"), Tenant agrees to pay Landlord (or its Agent as directed by Landlord), without notice, demand, deduction or set off, an annual rental of \$ 24,000, payable in equal monthly installments of \$ 1800, in advance on the first day of each calendar month during the term hereof. Upon execution of this Lease, Tenant shall pay to Landlord the first monthly installment of rent due hereunder. Rental for any period during the term hereof which is less than one month shall be the pro-rated portion of the monthly installment of rental due, based upon a 30 day month.

☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every _____ Lease Year Anniversary by _____% over the amount then payable hereunder. In the event renewal of this Lease is provided for in paragraph 2 hereof and effectively exercised by Tenant, the rental adjustments provided herein shall apply to the term of the Lease so renewed, or

☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every _____ Lease Year Anniversary by the greater of: (i) _____ percent (_____%) over the amount then payable hereunder, or, (ii) the percentage increase (but not any decrease) in the numerical index of the "Consumer Price Index for All Urban Consumers" (1982-84 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor ("CPI") for the immediately preceding twelve (12) month period over the amount then payable hereunder.

☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every _____ Lease Year Anniversary by \$ _____ over the amount then payable hereunder. In the event renewal of this Lease is provided for in paragraph 2 hereof and effectively exercised by Tenant, the rental adjustments provided herein shall apply to the term of the Lease so renewed,

☐ If this box is checked, Tenant shall pay all rental to Landlord's Agent at the following address:

Tenant Initials _____ Landlord Initials _____

LATE CHARGES

4. If Landlord fails to receive full rental payment within _____ days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to _____ percent _____ (%) of the overdue amount or \$ _____ whichever is greater, plus any actual bank fees incurred for dishonored payments. The parties agree that such a late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment.

SECURITY DEPOSIT

5. Upon the execution of this Lease, Tenant shall deposit with Landlord the sum of \$ _____ as a security deposit which shall be held by Landlord as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease. The security deposit does not represent payment of and Tenant shall not presume application of same as payment of the last monthly installment of rental due under this Lease. Landlord shall have no obligation to segregate or otherwise account for the security deposit except as provided in this paragraph 5. If any of the rental or other charges or sums payable by Tenant shall be over-due and unpaid or should payments be made by Landlord on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary, to compensate toward the payment of the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of the Tenant; and in such event Tenant upon demand shall restore the security deposit to the amount set forth above in this paragraph 5. In the event Tenant furnishes Landlord with proof that all utility bills and other bills of Tenant related to the Premises have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the security deposit shall be returned to Tenant within sixty (60) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease.

☐ If this box is checked, Agent shall hold the security deposit in trust and shall be entitled to the interest, if any, thereon.

UTILITY BILLS/SERVICE CONTRACTS

6. Landlord and Tenant agree that utility bills and service contracts ("Service Obligations") for the Premises shall be paid by the party indicated below as to each Service Obligation. In each instance, the party undertaking responsibility for payment of a Service Obligation covenants that they will pay the applicable Service Obligations prior to delinquency. The responsibility to pay for a Service Obligation shall include all metering, hook-up fees or other miscellaneous charges associated with establishing, installing and maintaining such utility or contract in said party's name. Within thirty (30) days of the Lease Commencement Date, Tenant shall provide Landlord with a copy of any requested Tenant Service Obligation information.

<u>Service Obligation</u>	<u>Landlord</u>	<u>Tenant</u>	<u>Not Applicable</u>
Sewer/Septic	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electric	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Telephone	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
HVAC (maintenance/service contract)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Elevator (including phone line)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Security System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fiber Optic	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Janitor/Cleaning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Trash/Dumpster	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Landscaping/Maintenance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sprinkler System (including phone line)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pest Control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Landlord shall not be liable for injury to Tenant's business or loss of income therefrom or for damage that may be sustained by the person, merchandise or personal property of Tenant, its employees, agents, invitees or contractors or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of any utility installations, air conditioning system or other components of the Premises, except to the extent that such damage or loss is caused by Landlord's gross negligence or willful misconduct. Landlord makes no representations or warranties with respect to the heating, ventilation and air conditioning system(s) or utility installations existing as of the date hereof or in the future. Subject to the provisions of this paragraph 6, Landlord shall not be liable in damages or otherwise for any discontinuance, failure or interruption of service to the Premises of utilities or the heating, ventilation and air conditioning system(s) and Tenant shall have no right to terminate this Lease or withhold rental because of the same.

RULES AND REGULATIONS

7. The rules and regulations, if any, attached hereto ("Rules and Regulations") are made a part of this Lease. Tenant agrees to comply with any Rules and Regulations of Landlord in connection with the Premises which are in effect at the time of the execution of the Lease or which may be from time to time promulgated by Landlord in its reasonable discretion, provided such Rules and Regulations are in writing and are not in conflict with the terms and conditions of the Lease.

PERMITTED USES

8. The permitted use of the Premises shall be: General Office and Training Class Rooms ("Permitted Use"). The Premises shall be used and wholly occupied by Tenant solely for the purposes of conducting the Permitted Use, and the Premises shall not be used for any other purposes unless Tenant obtains Landlord's prior written approval of any change in use. Landlord makes no representation or warranty regarding the suitability of the Premises for or the legality (under zoning or other applicable ordinances) of the Permitted Use for the Premises, provided however, that Landlord does represent that it has no contractual obligations with other parties which will materially interfere with or prohibit the Permitted Use of Tenant at the Premises. At Tenant's sole expense, Tenant shall procure, maintain and make available for Landlord's inspection from time to time any governmental license(s) or permit(s) required for the proper and lawful conduct of Tenant's business in the Premises. Tenant shall not cause or permit any waste to occur in the Premises and shall not overload the floor, or any mechanical, electrical, plumbing or utility systems serving the Premises. Tenant shall keep the Premises, and every part thereof, in a clean and wholesome condition, free from any objectionable noises, loud music, objectionable odors or nuisances.

TAXES AND INSURANCE

9. Landlord shall pay all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises and shall procure and pay for such commercial general liability, broad form fire and extended and special perils insurance with respect to the Premises as Landlord in its reasonable discretion may deem appropriate. Tenant shall reimburse Landlord for all taxes and insurance as provided herein within fifteen (15) days after receipt of notice from Landlord as to the amount due. Tenant shall be solely responsible for insuring Tenant's personal and business property and for paying any taxes or governmental assessments levied thereon. Tenant shall reimburse Landlord for taxes and insurance during the term of this Lease, and any extension or renewal thereof. **If boxes are checked below, the manner of reimbursement shall be as indicated:**

Taxes

☐ The amount by which all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises for each tax year exceed all taxes on the Premises for the tax year _____; or

☐ All taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises for each tax year.

If the final Lease Year of the term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the Lease term. If such taxes for the year in which the Lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against the Premises for the previous tax year shall be used as a basis for determining the pro rata share, if any, to be paid by Tenant for that portion of the last Lease Year.

☐ If this box is checked, Tenant shall reimburse Landlord for taxes by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, an amount equal to one-twelfth (1/12) of the then current tax payments for the Premises. Upon receipt of bills, statements or other evidence of taxes due, Landlord shall pay or cause to be paid the taxes. If at any time the reimbursement payments by Tenant hereunder do not equal the amount of taxes paid by Landlord, Tenant shall upon demand pay to Landlord an amount equal to the deficiency or Landlord shall refund to Tenant any overpayment (as applicable) as documented by

Tenant Initials _____ Landlord Initials _____

Landlord. Landlord shall have no obligation to segregate or otherwise account for the tax reimbursements paid hereunder except as provided in this paragraph 9.

Insurance

☐ the excess cost of commercial general liability, broad form fire and extended and special perils insurance with respect to the Premises over the cost of the first year of the Lease term for each subsequent year during the term of this Lease; or

☐ the cost of all commercial general liability, broad form fire and extended and special perils insurance with respect to the Premises.

☐ If this box is checked, Tenant shall reimburse Landlord for insurance by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, an amount equal to one-twelfth (1/12) of the then current insurance premiums for the Premises. Upon receipt of bills, statements or other evidence of insurance premiums due, Landlord shall pay or cause to be paid the insurance premiums. If at any time the reimbursement payments by Tenant hereunder do not equal the amount of insurance premiums paid by Landlord, Tenant shall upon demand pay to Landlord an amount equal to the deficiency or Landlord shall refund to Tenant any overpayment (as applicable) as documented by Landlord. Landlord shall have no obligation to segregate or otherwise account for the insurance premium reimbursements paid hereunder except as provided in this paragraph 9.

(Note: The following box should only be checked if there are no boxes checked above in this paragraph 9.)

☒ If this box is checked, Tenant shall have no responsibility to reimburse Landlord for taxes or insurance.

Provided however, notwithstanding any provision of the foregoing, that in the event Tenant's use of the Premises results in an increase in the rate of insurance on the Premises, Tenant shall pay to Landlord, upon demand and as additional rental, the amount of any such increase.

INSURANCE; WAIVER; INDEMNITY

10. (a) During the term of this Lease, Tenant shall maintain commercial general liability insurance coverage (occurrence coverage) with broad form contractual liability coverage and with coverage limits of not less than \$1,000,000 combined single limit, per occurrence, specifically including liquor liability insurance covering consumption of alcoholic beverages by customers of Tenant should Tenant choose to sell alcoholic beverages. Such policy shall insure Tenant's performance of the indemnity provisions of this Lease, but the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder. All policies of insurance provided for herein shall name as "additional insureds" Landlord, Landlord's Agent, all mortgagees of Landlord and such other individuals or entities as Landlord may from time to time designate upon written notice to Tenant. Tenant shall provide to Landlord, at least thirty (30) days prior to expiration, certificates of insurance to evidence any renewal or additional insurance procured by Tenant. Tenant shall provide evidence of all insurance required under this Lease to Landlord prior to the Lease Commencement Date.

(b) Landlord (for itself and its insurer) waives any rights, including rights of subrogation, and Tenant (for itself and its insurer) waives any rights, including rights of subrogation, each may have against the other for compensation of any loss or damage occasioned to Landlord or Tenant arising from any risk generally covered by the "all risks" insurance required to be carried by Landlord and Tenant. The foregoing waivers of subrogation shall be operative only so long as available in the State of North Carolina. The foregoing waivers shall be effective whether or not the parties maintain the insurance required to be carried pursuant to this Lease.

(c) Except as otherwise provided in paragraph 10(b), Tenant indemnifies Landlord for damages proximately caused by the negligence or wrongful conduct of Tenant and Tenant's employees, agents, invitees or contractors. Except as otherwise provided in paragraph 10(b), Landlord indemnifies Tenant for damages proximately caused by the negligence or wrongful conduct of Landlord and Landlord's employees, agents, invitees or contractors. The indemnity provisions in this paragraph 10 cover personal injury and property damage and shall bind the employees, agents, invitees or contractors of Landlord and Tenant (as the case may be). The indemnity obligations in this paragraph 10 shall survive the expiration or earlier termination of this Lease.

REPAIRS BY LANDLORD

11. Landlord agrees to keep in good repair the roof, foundation, structural supports and exterior walls of the buildings located on the Premises (exclusive of all glass and exclusive of all exterior doors) and, except as may be specifically allocated to Tenant in paragraph 12 herein, Landlord agrees to be responsible for capital repairs and replacements on the Premises; provided that Landlord shall not be responsible for repairs or capital repairs or replacements rendered necessary by the negligence or intentional wrongful acts of Tenant, its employees, agents, invitees or contractors. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair or replace and failure to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

(Note: Should Landlord and Tenant need to further detail the allocation of responsibility hereunder, the Special Stipulations box at the end of the Lease should be checked and such allocation should be specified on an Exhibit B.)

REPAIRS BY TENANT

12. (a) Tenant accepts the Premises in their present condition and as suited for the Permitted Use and Tenant's intended purposes. Tenant, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, shall maintain in good order and repair the Premises, (except those repairs expressly required to be made by Landlord hereunder), specifically including but not limited to any building and other improvements located thereon, all light bulb and ballast replacements, plumbing fixtures and systems repairs within the Premises and water heater repairs. Tenant further agrees to care for the grounds around the building, including the mowing of grass, care of shrubs and general landscaping. Tenant shall use only licensed contractors for repairs where such license is required. Landlord shall have the right to approve the contractor as to any repairs in excess of \$_____.

☐ If this box is checked, Tenant, at its expense, shall maintain the heating, ventilation and air conditioning system(s) in good order and repair, including but not limited to replacement of parts, compressors, air handling units and heating units. Provided that Tenant shall have obtained Landlord's prior written approval of the contractor and the repair or replacement expenses for heating, ventilation and air conditioning equipment, Tenant shall not be liable for more than \$_____ (per occurrence) or \$_____ (annually), and Landlord shall reimburse Tenant for the amount in excess of the stated amount upon the written request of Tenant.

☒ If this box is checked, Landlord, at its expense, shall maintain the heating, ventilation and air conditioning system(s) in good order and repair, including but not limited to replacement of parts, compressors, air handling units and heating units. Provided that, Tenant shall reimburse Landlord an amount up to \$_____ (per occurrence) or \$_____ (annually), and Landlord be responsible for the amount in excess of the stated amount. Tenant shall reimburse Landlord for the amount in excess of the stated amount upon the written request of Landlord.

(b) Tenant agrees to return the Premises to Landlord at the expiration or prior termination of this Lease, in as good condition and repair as on the Lease Commencement Date, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Tenant, Tenant's employees, agents, invitees or contractor shall take no action which may void any manufacturers or installers warranty with relation to the Premises. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach of the provisions of this paragraph 12.

ALTERATIONS

13. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph 13 upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) at the termination of the Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery, equipment or trade fixtures which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery, equipment or trade fixtures.

DESTRUCTION OF OR DAMAGE TO PREMISES

14. (a) If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, Landlord shall have the right to terminate this Lease on written notice to Tenant within thirty (30) days after such destruction and this Lease shall terminate as of the

date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date.

(b) If the Premises are damaged but not wholly destroyed by any such casualties or if the Landlord does not elect to terminate the Lease under paragraph 14(a) above, Landlord shall commence (or shall cause to be commenced) reconstruction of the Premises within one hundred twenty (120) days after such occurrence and prosecute the same diligently to completion, not to exceed two hundred seventy (270) days from the date upon which Landlord receives applicable permits and insurance proceeds. In the event Landlord shall fail to substantially complete reconstruction of the Premises within said two hundred seventy (270) day period, Tenant's sole remedy shall be to terminate this Lease.

(c) In the event of any casualty at the Premises during the last one (1) year of the Lease Term, Landlord and Tenant each shall have the option to terminate this Lease on written notice to the other of exercise thereof within sixty (60) days after such occurrence.

(d) In the event of reconstruction of the Premises, Tenant shall continue the operation of its business in the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay annual rental and any other sums due under this Lease shall remain in full force and effect during the period of reconstruction. The annual rental and other sums due under this Lease shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired, commencing from the date of destruction and continuing during the period of such reconstruction. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises, Tenant's personal property, or any inconvenience or annoyance occasioned by such damage, reconstruction or replacement.

(e) In the event of the termination of this Lease under any of the provisions of this paragraph 14, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

GOVERNMENTAL ORDERS

15. Tenant, at its own expense, agrees to comply with: (a) any law, statute, ordinance, regulation, rule, requirement, order, court decision or procedural requirement of any governmental or quasi-governmental authority having jurisdiction over the Premises; (b) the rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Premises and Tenant's activities therein; (c) provisions of or rules enacted pursuant to any private use restrictions, as the same may be amended from time to time and (d) the Americans with Disabilities Act (42 U.S.C.S. §12101, et seq.) and the regulations and accessibility guidelines enacted pursuant thereto, as the same may be amended from time to time. Landlord and Tenant agree, however, that if in order to comply with such requirements the cost to Tenant shall exceed a sum equal to one (1) year's rent, then Tenant may terminate this Lease by giving written notice of termination to Landlord in accordance with the terms of this Lease, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements, unless, within thirty (30) days of receiving such notice, Landlord agrees in writing to be responsible for such compliance, at its own expense, and commences compliance activity, in which case Tenant's notice given hereunder shall not terminate this Lease.

CONDEMNATION

16. (a) If the entire Premises shall be appropriated or taken under the power of eminent domain by any governmental or quasi-governmental authority or under threat of and in lieu of condemnation (hereinafter, "taken" or "taking"), this Lease shall terminate as of the date of such taking, and Landlord and Tenant shall have no further liability or obligation arising under this Lease after such date, except as otherwise provided for in this Lease.

(b) If more than twenty-five percent (25%) of the floor area of any building of the Premises is taken, or if by reason of any taking, regardless of the amount so taken, the remainder of the Premises is not one undivided space or is rendered unusable for the Permitted Use, either Landlord or Tenant shall have the right to terminate this Lease as of the date Tenant is required to vacate the portion of the Premises taken, upon giving notice of such election within thirty (30) days after receipt by Tenant from Landlord of written notice that said Premises have been or will be so taken. In the event of such termination, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

(c) Landlord and Tenant, immediately after learning of any taking, shall give notice thereof to each other.

(d) If this Lease is not terminated on account of a taking as provided herein above, then Tenant shall continue to occupy that portion of the Premises not taken and the parties shall proceed as follows: (i) at Landlord's cost and expense and as soon as reasonably possible, Landlord shall restore (or shall cause to be restored) the Premises remaining to a complete unit of like quality and character as existed prior to such appropriation or taking, and (ii) the annual rent provided for in paragraph 3 and other sums due under the Lease shall be reduced on an equitable basis, taking into account the relative values of the portion taken as compared to the portion remaining. Tenant waives any statutory rights of termination that may arise because of any partial taking of the Premises.

(e) Landlord shall be entitled to the entire condemnation award for any taking of the Premises or any part thereof. Tenant's right to receive any amounts separately awarded to Tenant directly from the condemning authority for the taking of its merchandise, personal property, relocation expenses and/or interests in other than the real property taken shall not be affected in any manner by the provisions of this paragraph 16, provided Tenant's award does not reduce or affect Landlord's award and provided further, Tenant shall have no claim for the loss of its leasehold estate.

ASSIGNMENT AND SUBLETTING

17. Tenant shall not assign this Lease or any interest hereunder or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. No sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

EVENTS OF DEFAULT

18. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant fails to pay when due the rental or any other monetary obligation as provided for herein; (b) Tenant abandons or vacates the Premises; (c) Tenant fails to comply with or abide by and perform any non-monetary obligation imposed upon Tenant under this Lease within thirty (30) days after written notice of such breach; (d) Tenant is adjudicated bankrupt; (e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred and such proceeding is not dismissed within sixty (60) days of the filing thereof; (g) Tenant makes an assignment for benefit of creditors; or (h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

REMEDIES UPON DEFAULT

19. Upon the occurrence of Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: (a) Landlord may terminate this Lease by giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; or (b) Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) Landlord, as Tenant's agent, without terminating this Lease, may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting, provided however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default and expressly shall have no duty to mitigate Tenant's damages. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

EXTERIOR SIGNS

20. Tenant shall place no signs upon the outside walls, doors or roof of the Premises, except with the express written consent of the Landlord in Landlord's sole discretion. Any consent given by Landlord shall expressly not be a representation of or warranty of any legal entitlement to signage at the Premises. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

LANDLORD'S ENTRY OF PREMISES

21. Landlord may advertise the Premises "For Rent" or "For Sale" 90 days before the termination of this Lease. Landlord may enter the Premises upon prior notice at reasonable hours to exhibit same to prospective purchasers or tenants, to make repairs required of Landlord under the terms hereof, for reasonable business purposes and otherwise as may be agreed by Landlord and Tenant. Landlord may enter the Premises at any time without prior notice, in the event of an emergency or to make emergency

repairs to the Premises. Upon request of Landlord, Tenant shall provide Landlord with a functioning key to the Premises and shall replace such key if the locks to the Premises are changed.

QUIET ENJOYMENT

22. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, subject to the terms hereof.

HOLDING OVER

23. If Tenant remains in possession of the Premises after expiration of the term hereof, Tenant shall be a tenant at sufferance and there shall be no renewal of this Lease by operation of law. In such event, commencing on the date following the date of expiration of the term, the monthly rental payable under Paragraph 3 above shall for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be **twice** the monthly rental otherwise payable under Paragraph 3 above.

ENVIRONMENTAL LAWS

24. (a) Tenant covenants that with respect to any Hazardous Materials (as defined below) it will comply with any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing (collectively, all such matters being "Hazardous Materials Requirements"). Tenant shall remove all Hazardous Materials from the Premises, either after their use by Tenant or upon the expiration or earlier termination of this Lease, in compliance with all Hazardous Materials Requirements.

(b) Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide Landlord with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any Hazardous Materials Requirements by Tenant, or related in any manner to Hazardous Materials. In addition, Tenant shall provide Landlord with copies of all responses to such correspondence at the time of the response.

(c) Tenant hereby indemnifies and holds harmless Landlord, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs) paid, incurred or suffered by, or asserted against Landlord as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Materials caused by Tenant or Tenant's employees, agents, invitees or contractors. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the premises if such Hazardous Materials were stored on the Premises by Tenant, its agents, employees, invitees or successors in interest.

(d) For purposes of this Lease, "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (i) is defined as a hazardous substance, hazardous material or waste, or toxic substance pursuant to any Hazardous Materials Requirements, (ii) is regulated, controlled or governed by any Hazardous Materials Requirements, (iii) is petroleum or a petroleum product, or (iv) is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

(e) The warranties and indemnities contained in this paragraph 24 shall survive the termination of this Lease.

SUBORDINATION; ATTORNMENT; ESTOPPEL

25. (a) This Lease and all of Tenant's rights hereunder are and shall be subject and subordinate to all currently existing and future mortgages affecting the Premises. Within ten (10) days after the receipt of a written request from Landlord or any Landlord mortgagee, Tenant shall confirm such subordination by executing and delivering Landlord and Landlord's mortgagee a recordable subordination agreement and such other documents as may be reasonably requested, in form and content satisfactory to Landlord and Landlord's mortgagee. Provided, however, as a condition to Tenant's obligation to execute and deliver any such subordination agreement, the applicable mortgagee must agree that mortgagee shall not unilaterally, materially alter this Lease and this Lease shall

not be divested by foreclosure or other default proceedings thereunder so long as Tenant shall not be in default under the terms of this Lease beyond any applicable cure period set forth herein. Tenant acknowledges that any Landlord mortgagee has the right to subordinate at any time its interest in this Lease and the leasehold estate to that of Tenant, without Tenant's consent.

(b) If Landlord sells, transfers, or conveys its interest in the Premises or this Lease, or if the same is foreclosed judicially or nonjudicially, or otherwise acquired, by a Landlord mortgagee, upon the request of Landlord or Landlord's successor, Tenant shall attorn to said successor, provided said successor accepts the Premises subject to this Lease. Tenant shall, upon the request of Landlord or Landlord's successor, execute an attornment agreement confirming the same, in form and substance acceptable to Landlord or Landlord's successor and Landlord shall thereupon be released and discharged from all its covenants and obligations under this Lease, except those obligations that have accrued prior to such sale, transfer or conveyance; and Tenant agrees to look solely to the successor in interest of Landlord for the performance of those covenants accruing after such sale, transfer or conveyance. Such agreement shall provide, among other things, that said successor shall not be bound by (a) any prepayment of more than one (1) month's rental (except the Security Deposit) or (b) any material amendment of this Lease made after the later of the Lease Commencement Date or the date that such successor's lien or interest first arose, unless said successor shall have consented to such amendment.

(c) Within ten (10) days after request from Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate (to be prepared by Landlord and delivered to Tenant) with appropriate facts then in existence concerning the status of this Lease and Tenant's occupancy, and with any exceptions thereto noted in writing by Tenant. Tenant's failure to execute and deliver the Estoppel Certificate within said ten (10) day period shall be deemed to make conclusive and binding upon Tenant in favor of Landlord and any potential mortgagee or transferee the statements contained in such estoppel certificate without exception.

ABANDONMENT

26. Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the Premises or be dispossessed by process of law, any personal property belonging to Tenant and left on the Premises, at the option of Landlord, shall be deemed abandoned, and available to Landlord to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

NOTICES

27. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the address shown at the beginning of this Lease, except that upon Tenant taking possession of the Premises, then the Premises shall be Tenant's address for such purposes. Notices to Landlord shall be delivered or sent to the address shown at the beginning of this Lease and notices to Agent, if any, shall be delivered or sent to the address set forth in Paragraph 3 hereof. All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

BROKERS

28. Except as expressly provided herein, Tenant and Landlord agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the lease of the Property to Tenant. Tenant and Landlord represent and warrant to each other that: (i) except as to the brokers designated below ("Brokers"), they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Tenant and/or the Landlord.

_____, ("Listing Agency"),
_____, ("Listing Agent" - License # _____)
Acting as: ☐ Landlord's Agent; ☐ Dual Agent
and _____, ("Leasing Agency"),
_____, ("Leasing Agent" - License # _____)
Acting as: ☐ Tenant's Agent; ☐ Landlord's (Sub)Agent; ☐ Dual Agent

GENERAL TERMS

29. (a) "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean the party designated as same in Paragraph 3, its heirs, representatives, assigns and successors. "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees as to the Premises covered by such assignment or sublease. "Landlord", "Tenant", and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

(b) No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

(c) **Time is of the essence in this Lease.**

(d) This Lease may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Lease may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Lease constitutes the sole and entire agreement among the parties hereto and no modification of this Lease shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Lease shall not affect the validity of any other provisions hereof and this Lease shall be construed and enforced as if such invalid provisions were not included.

(e) Each signatory to this Lease represents and warrants that he or she has full authority to sign this Lease and such instruments as may be necessary to effectuate any transaction contemplated by this Lease on behalf of the party for whom he or she signs and that his or her signature binds such party. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Lease are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Lease.

(f) Upon request by either Landlord or Tenant, the parties hereto shall execute a short form lease (memorandum of lease) in recordable form, setting forth such provisions hereof (other than the amount of annual rental and other sums due) as either party may wish to incorporate. The cost of recording such memorandum of lease shall be borne by the party requesting execution of same.

(g) If legal proceedings are instituted to enforce any provision of this Lease, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

SPECIAL STIPULATIONS

☒ If this box is checked, additional terms of this Lease are set forth on **Exhibit B** attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft lease provisions.)

Tenant Initials _____ Landlord Initials _____

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. THE NORTH CAROLINA ASSOCIATION OF REALTORS® MAKES NO REPRESENTATIONS CONCERNING THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION TO WHICH IT RELATES AND RECOMMENDS THAT YOU CONSULT YOUR ATTORNEY.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Lease to be duly executed.

LANDLORD:

Individual

Date: _____

Date: _____

Business Entity

(Name of Firm)

By: _____

Title: _____

Date: _____

TENANT:

Individual

Date: _____

Date: _____

Business Entity

Faerber's UCP NC & VA Inc.
(Name of Firm)

By: _____

Title: _____

Date: _____

Exhibit B

Halifax County And

EasterSeals UCP NC & VA, Inc.

- EasterSeals UCP NC & VA, Inc. shall have the right to terminate this lease agreement after 36 months if funding sources terminate.



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

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

PRESENTER: Sheriff S. Wes Tripp, Sheriff's Office

SUBJECT: Sheriff Office's Budget Donation Line Creation and Acceptance of Donations

DATE: August 12, 2019 Regular Meeting

SUPPORTING INFORMATION:

We are requesting the creation of a new donation line for the purchases of K9 ballistic vests. These funds will carry-forward through fiscal years and be used when our K9s need new vests. At this time, all six of our K9s have ballistic vests. The average life-expectancy of these vests are three to five years.

We are also requesting the acceptance of \$425 in donations to our agency in memory of Robert Graydon Morris for the purpose of K9 ballistic vest purchases.

ATTACHMENTS:

Description

▣ Morris obit

TOTAL COST:0

COUNTY COST:0

REQUEST: We are requesting the creation of a new donation line for the purchases of K9 ballistic vests. These funds will carry-forward through fiscal years and be used when our K9s need new vests. At this time, all six of our K9s have ballistic vests. The average life-expectancy of these vests are three to five years.

We are also requesting the acceptance of \$425 in donations to our agency in memory of Robert Graydon Morris for the purpose of K9 ballistic vest purchases.

Robert Graydon Morris

Lance Martin

Askew Funeral Service

08 July 2019

Robert Graydon Morris, 86, of Roanoke Rapids, North Carolina was welcomed into his heavenly home on July 6, 2019.

Robert was born on October 11, 1932 in Newport News, Virginia to the late Willard Charles Morris and Virgie Davis Morris.

In 1950 at the beginning of the Korean War, Robert at age 17 joined the Virginia National Guard. In 1954, at the Altar of Liberty Baptist Church in Hampton, Virginia he began his life with his mate Joann Catherine Dula, a journey of 65 years.

In 1967 Joann and Robert opened the door to parenthood with the birth of their son, Graydon David Morris.

In 2005, Robert had the privilege to go with his Church, Rosemary Baptist Church and the Baptist men to help rebuild a home in Gulfport, Mississippi that had been destroyed by hurricane Katrina.

Another Highlight of Robert's life was that he had the privilege on a Cruise to meet General Chuck Yeager who broke the sound Barrier along with other notable men who honored our country.

Robert Retired in 1992 from Dominion Power Company. He was a member of Rosemary Baptist Church and the Lions Club.

Left to cherish his memory are his wife of 65 years, Joann Dula Morris; his son, Graydon David of Roanoke Rapids, North Carolina and his sister Merle Ann Waldron and her husband, James of Richmond, Virginia.

A Service to celebrate Robert's life will be held at 2pm on Tuesday July 9, 2019 in the Chapel of Askew Funeral & Cremation Services 731 Roanoke Ave. Roanoke Rapids, North Carolina. A visitation will be held immediately following the service at the funeral home.

A Graveside service will be held on Wednesday, July 10, 2019 at 3pm at Peninsula Memorial Park in Newport News, Virginia with Military Honors.

In lieu of flowers, memorial donations may be made to the Halifax County Sheriff's K9 Vest Support at, ATTN K9 Vest, PO Box 467 Halifax, NC 27839.



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Mary W. Duncan, Finance Director

PRESENTER: Mary W. Duncan, Finance Director

SUBJECT: Sheriff's Office Cell Reception Booster Lease

DATE: August 12, 2019 Regular Meeting

SUPPORTING INFORMATION:

US Cellular has offered to install equipment inside the Sheriff's Office at No Cost for a period of 5 years with the agreement to maintain our current service contract with the company. The equipment will remain the property of USC with installation and maintenance being performed by USC. Since the lease exceeds 12 months, Board of Commissioner approval is needed.

ATTACHMENTS:

Description

- ▢ USC Equipment Lease for Sheriff

TOTAL COST:\$0

COUNTY COST:\$0

REQUEST: Approve the lease for five (5) years with US Cellular for improved wireless phone service.

IN-BUILDING LEASE AND AGREEMENT

This In-Building Lease and Agreement (the "In-Building Agreement") by and between Halifax County ("Landlord"), and USCOC of Greater North Carolina, LLC, a Delaware limited liability company, Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631 ("Tenant"). In this In-Building Agreement, the parties are sometimes collectively referred to as the "Parties" and singly as a "Party".

Whereas, Landlord owns and uses as one of its primary business location that certain building located at 355 Ferrell Lane, Halifax County, Halifax, North Carolina 27839 (the "Building"); and

Whereas, Landlord wishes to obtain, and Tenant wishes to provide, improved wireless communication service in the Building; and

Whereas, Tenant is able to provide improved in-building wireless communication service by installing certain wireless telecommunications repeater(s) and related equipment (the "In-Building System") within the Building.

Now, therefore, in consideration of mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. System Design, Approval and Installation. Tenant, at its expense, shall design and install the In-Building System, subject to Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed.
2. Demise of Premises. Landlord hereby lets and demises unto Tenant, and Tenant hereby accepts from Landlord the following described premises located within the Building:
 - a. Space in the building for up to six (6) antennas and the In-Building System at locations determined upon mutual agreement of the Parties.
 - b. Space located in the "Building" to mount Tenant's repeater equipment and appurtenances.
 - c. Space on the roof or side of the Building for certain In-Building System components, including but not limited to one (1) donor antenna, as specified in Exhibit A.

- d. Space in the Building to extend and connect telecommunications lines for signal carriage within the In-Building System, as more fully set forth in Exhibit A.
- e. Space in the building to extend and connect electric utility service lines between the In-Building System and utility company service connection points.
- f. The approximate size, shape and description of the in-building equipment, antenna and telecommunications lines shall be included as Exhibit A to this In-Building Agreement.

3. Grant of Easement; Non-Interference with Business Operations. To effect the purposes of this In-Building Agreement, Landlord hereby grants to Tenant a non-exclusive Easement appurtenant to the Building to enter the Building and so much of Landlord's business premises as Tenant, in its discretion, deems reasonably necessary; during normal business hours; for the purpose of installing and maintaining the In-Building System; provided, however, that Tenant shall not unreasonably interfere with Landlord's business operations. If, in Tenant's opinion, installation and/or maintenance of the In-Building System is reasonably likely to interfere with Landlord's business operations, then Tenant shall provide Landlord with reasonable advance notice of the anticipated interference, and obtain Landlord's prior consent; provided, further, that Landlord's consent shall not be unreasonably withheld, conditioned, or delayed.

4. Use of the Building. Tenant shall be entitled to non-exclusive use of the Building to install, operate, modify as necessary and maintain its In-Building System, together with any and all necessary lines, anchors, connections, devices, and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy.

5. Term and Termination. The initial lease term will be five (5) years (the "Initial Term"), commencing on the full execution of this Agreement. This Agreement automatically renew for up to three (3) additional terms of five (5) years each, unless Tenant notifies Landlord that it will not renew the Agreement prior to the expiration of the term then present at the time of such notice.

6. Option to Terminate. In the event that Tenant determines, in its reasonable opinion, that the In-Building System is no longer necessary for the provision of Service to Landlord, then Tenant shall have the right to terminate this In-Building Agreement and to remove the In-Building System, provided that such removal shall not unreasonably interfere with Landlord's business operations; and, further, that if interference is reasonably anticipated, then the provisions of Section 3, above, shall apply.

7. Utilities. At Landlord's expense, Tenant shall be entitled to connect to and receive unmetered electricity for the In-Building System from a suitable electric service outlet.

8. Repairs. Tenant, at its expense, shall be responsible for all repairs to the In-Building System and Tenant, at its expense and in its discretion, may replace and substitute the In-Building System components in order to achieve the purposes of this Agreement.

9. Mutual Indemnification. Tenant shall indemnify and hold Landlord harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Tenant, or in any way resulting from Tenant's presence upon Landlord's business premises. Landlord shall indemnify and hold Tenant harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Landlord. Nothing in this Article shall require a party to indemnify the other party against such other party's own willful or negligent misconduct.

10. Limitation of Liability. Tenant's liability regarding Landlord's use of the In-Building System or related equipment, or any failure of or inability to use the Service or Equipment, is limited to the charges Landlord incurs for the applicable Service or Equipment during the affected period. This means Tenant is not liable for any incidental, indirect or consequential damages (including, without limitation, lost profits or lost business opportunities), punitive or exemplary damages, or attorneys' fees.

11. Disclaimer of Warranties. Tenant makes no warranty regarding the In-Building System, including but not limited to its equipment or software components; and Tenant disclaims any implied warranty, including any warranties of merchantability, non-infringement or fitness for a particular purpose. Tenant is not responsible for circumstances beyond its control, including without limitation, acts or omissions of others, atmospheric conditions, or acts of God. Tenant does not manufacture the In-Building System, including but not limited to its equipment or software components, and Landlord's only warranties and representations with respect to equipment or software are those provided by the manufacturers, if any (with respect to which Tenant has no liability whatsoever).

TENANT SHALL HAVE NO LIABILITY TO LANDLORD OR ANY END USER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION WITH RESPECT TO ANY ELEMENT OF THE IN-BUILDING SYSTEM. IN ADDITION, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TENANT SPECIFICALLY DISCLAIMS THE SUITABILITY OF THE IN-BUILDING SYSTEM FOR USE IN MISSION CRITICAL APPLICATIONS OR IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL AND LIFE SUPPORT OR WEAPONS SYSTEMS.

12. Insurance. Tenant shall continuously maintain in full force and effect its customary policy of commercial general liability insurance with limits of no less than One Million Dollars.

13. Assignment of In-Building Agreement by Tenant. Tenant's interest under this In-Building Agreement may be freely assigned in connection with the transfer of Tenant's FCC authorization to operate a commercial mobile radio base station at the Site, so that the name and identity of the holder of Tenant's interest hereunder can be consistent with the name and identity of the holder of said FCC authorization. Any other assignment of this In-Building Agreement by Tenant shall require Landlord's prior written consent, which shall not unreasonably be withheld, conditioned or delayed.

14. Removal of In-Building System. Landlord agrees and acknowledges that the In-Building System is Tenant's personal property and shall never be considered fixtures to Building or Landlord's business premises. Tenant shall at all times be authorized to remove Tenant's In-Building System from the Building. Within thirty (30) days after any termination of the In-Building Agreement, Tenant shall remove all of its equipment from the Building and restore the Building to its original condition, reasonable wear and tear excepted. Landlord acknowledges that if, at any time, Landlord discontinues being a U. S. Cellular customer; then Tenant will terminate this In-Building Agreement and remove Tenant's equipment from Landlord's Building.

15. Binding Effect. All of the covenants, conditions, and provisions of this In-Building Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16. Modifications. This In-Building Agreement may not be modified, except in writing, by the parties' duly authorized representatives, or their successors, who executed this In-Building Agreement Agreement.

[END OF AGREEMENT – SIGNATURE PAGE TO FOLLOW]

Site Name: Halifax Co Sheriff BDA

Site Number: 556986

IN WITNESS WHEREOF, the parties hereto bind themselves to this In-Building Agreement as of the day and year first above written.

Landlord:
Halifax County

Tenant:
USCOC of Greater North Carolina, LLC

By: 

By: _____

Printed: _____

Printed: _____

Title: _____


Title: Manager


Date: _____

Date: _____

Phone: _____

This instrument has been pre-audited in the Manner
Approved as to Form and Legality required by the
Local Government Budget and Fiscal Control Act


Finance Officer


County Attorney

STATE OF _____)
)
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, known to me to be the same person whose name is subscribed to the foregoing In-Building Lease and Agreement, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said In-Building Lease and Agreement as his free and voluntary act on behalf of _____, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

Notary Public

My commission expires _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Manager for USCOC of Greater North Carolina, LLC, known to me to be the same person whose name is subscribed to the foregoing In-Building Lease and Agreement, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said In-Building Lease and Agreement as his free and voluntary act on behalf of the named Tenant for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

Notary Public

My commission expires _____.

CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
HALIFAX COUNTY GOVERNMENT

CONTRACTOR: USCC

SUBJECT OF CONTRACT: In-building Wireless Communication Equipment

DATE/TERM OF CONTRACT: 6-26-19 DEPARTMENT: Sheriff

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

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

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

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

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

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

Compliance with E-Verify requirements: The Contractor and any of its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

Iran Divestment Act Certification. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. Contractor shall not utilize any subcontractor that is identified on the List.

For the CONTRACTOR: _____ Title: _____

For HALIFAX COUNTY: _____ Title: _____

Revised 3-2-16

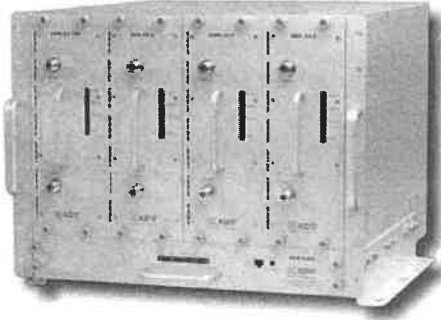
hsc sheriff

PS 19

EXHIBIT A
In-Building System Equipment

ADRF SDR Repeater

Wall Mounted – Full module example



Indoor antennas

Up to 6 Omni In-Bldg Antennas (as needed)



Outdoor donor antenna

Yagi Antenna



Cabling

1/2" Coax Cable





AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Mary W. Duncan, Finance Director

PRESENTER: Mary W. Duncan, Finance Director

SUBJECT: Waiver of Occupancy Tax Penalty by Red Roof Inn

DATE: August 12, 2019 Regular Meeting

SUPPORTING INFORMATION:

Red Roof Inn has requested a waiver of the assessed 10% penalty, \$573.90, related to their June 2019 Occupancy Tax return. The penalty would be collected and disbursed to the three school districts per state statute. The return and payment were received by the due date but the check was written off a closed account; once called to the hotel's attention, a valid replacement check was issued. Mr. Patel's request letter is attached. Statute allows the abatement of this type of penalty when approved by the governing body

ATTACHMENTS:

Description

▣ Occupancy Tax Penalty Waiver

TOTAL COST:\$573.90

COUNTY COST:\$0

REQUEST: Authorization to waive the assessed penalty.

Halifax County Finance Office

P.O. Box 38

Halifax NC, 27839

RE: Request abatement of penalties and interest for late filing of sales tax report and payments (EIN: 82-2957245, Sales Tax ID: 601132409)

Dear Sir/Madam,

Thanks for your correspondence on sales tax reports and payment for the period of MAY 2019 for 1911 Rapids Inc. We would like to request abatement of late filing penalty for these period. We as a tax payer always had intentions to file and pay the sales tax. Due to clerical mistake the check sent was made from wrong bank account

We have always done our best to comply with all the IRS, State and County regulations and have been filing and paying all type of taxes on time. Due to clerical mistake we sent you a check from bank account.

We appreciate your help on this matter. This abatement of penalties will help us to run our daily operations smoothly. We are small business and this penalties will put undue hardship on us. Please accept our request to waive these penalties and we assure you that it will never happen again.

Thanks,

Hitesh Patel,

Partner

1911 Rapids INC



Halifax County Finance Department

10 North King Street

PO Box 38

Halifax, North Carolina 27839

Phone: 252-583-3771

Fax: 252-583-2882

Mary W. Duncan
Finance Director

June 26, 2019

Hitesh Patel
1911 Rapids Inc. dba Red Roof Inn
14-A Oak Branch Drive
Greensboro, NC 27407

RE: Returned Occupancy Check

Dear M/M Patel:

Attached is a copy of the returned check for May, 2019 Transient Occupancy Tax which Halifax County received on June 17, 2019.

Please remit within 10 days the balance due of \$6,337.93 which should be in separate payments of \$25 for the returned check fee and \$6,312.93 (\$5,739.03 tax due and \$573.90 penalty); both of which are made payable to Halifax County. I have included the general statute which lists the penalty as 10% of the late payment.

§ 105-236. Penalties; situs of violations; penalty disposition.

- (a)(4) Failure to Pay Tax When Due. – In the case of failure to pay any tax when due, without intent to evade the tax, the Secretary shall assess a penalty equal to ten percent (10%) of the tax.

Feel free to contact me should you have any concerns.

Sincerely,

Mary W. Duncan
Finance Director

Enclosure

§ 153A-155. Uniform provisions for room occupancy taxes.

(a) Scope. – This section applies only to counties the General Assembly has authorized to levy room occupancy taxes.

(b) Levy. – A room occupancy tax may be levied only by resolution, after not less than 10 days' public notice and after a public hearing held pursuant thereto. A room occupancy tax shall become effective on the date specified in the resolution levying the tax. That date must be the first day of a calendar month, however, and may not be earlier than the first day of the second month after the date the resolution is adopted.

(c) Collection. – A retailer who is required to remit to the Department of Revenue the State sales tax imposed by G.S. 105-164.4(a)(3) on accommodations is required to remit a room occupancy tax to the taxing county on and after the effective date of the levy of the room occupancy tax. The room occupancy tax applies to the same gross receipts as the State sales tax on accommodations and is calculated in the same manner as that tax. A rental agent or a facilitator, as defined in G.S. 105-164.4F, has the same responsibility and liability under the room occupancy tax as the rental agent or facilitator has under the State sales tax on accommodations.

If a taxable accommodation is furnished as part of a package, the bundled transaction provisions in G.S. 105-164.4D apply in determining the sales price of the taxable accommodation. If those provisions do not address the type of package offered, the person offering the package may determine an allocated price for each item in the package based on a reasonable allocation of revenue that is supported by the person's business records kept in the ordinary course of business and calculate tax on the allocated price of the taxable accommodation.

A retailer must separately state the room occupancy tax. Room occupancy taxes paid to a retailer are held in trust for and on account of the taxing county.

The taxing county shall design and furnish to all appropriate businesses and persons in the county the necessary forms for filing returns and instructions to ensure the full collection of the tax. A retailer who collects a room occupancy tax may deduct from the amount remitted to the taxing county a discount equal to the discount the State allows the retailer for State sales and use tax.

(d) Administration. – The taxing county shall administer a room occupancy tax it levies. A room occupancy tax is due and payable to the county finance officer in monthly installments on or before the 20th day of the month following the month in which the tax accrues. Every person, firm, corporation, or association liable for the tax shall, on or before the 20th day of each month, prepare and render a return on a form prescribed by the taxing county. The return shall state the total gross receipts derived in the preceding month from rentals upon which the tax is levied. A room occupancy tax return filed with the county finance officer is not a public record and may not be disclosed except in accordance with G.S. 153A-148.1 or G.S. 160A-208.1.

(e) Penalties. – A person, firm, corporation, or association who fails or refuses to file a room occupancy tax return or pay a room occupancy tax as required by law is subject to the civil and criminal penalties set by G.S. 105-236 for failure to pay or file a return for State sales and use taxes. The governing board of the taxing county has the same authority to waive the penalties for a room occupancy tax that the Secretary of Revenue has to waive the penalties for State sales and use taxes.

(f) Repeal or Reduction. – A room occupancy tax levied by a county may be repealed or reduced by a resolution adopted by the governing body of the county. Repeal or reduction of a room occupancy tax shall become effective on the first day of a month and may not become effective until the end of the fiscal year in which the resolution was adopted. Repeal or reduction of a room occupancy tax does not affect a liability for a tax that was attached before the effective date of the repeal or reduction, nor does it affect a right to a refund of a tax that accrued before the effective date of the repeal or reduction.



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Chris D. Rountree, Planning and Development Services

PRESENTER: Chris D. Rountree, Planning and Development Services

SUBJECT: Hazard Mitigation Grant Program Design and Engineering Services Contract

DATE: August 12, 2019 Regular Meeting

SUPPORTING INFORMATION:

1. Halifax County advertised Request for Qualifications for Design / Engineering Services for the elevation project feasibility in connection with the Hazard Mitigation Grant Program. The bid date was July 17th, 2019. Requests were mailed to eight (8) firms. We received one (1) response from the following firm. See attached tabulation.

A. Appian Consulting Engineers, PA

2. Halifax County applied for and received grant funding through the Hazard Mitigation Grant Program -DR 4285 (Hurricane Matthew) in 2018 for the elevation of one (1) dwelling. All funding for this project is being provided by FEMA (75%) and the State (25%).

3. Halifax County requests the firm to perform a feasibility study to determine if the dwelling is structurally sound and capable of being elevated safely, including but not limited to, an evaluation of the existing septic system on the property.

ATTACHMENTS:

Description

- ☐ RFQ procurement
- ☐ RFQ tabulation
- ☐ Appian Consulting Eng proposal

TOTAL COST:TBD

COUNTY COST:0

REQUEST: Recommend Board allow the necessary County staff to negotiate a contract with the selected firm to provide design / engineering services for a feasibility study in connection with the Hazard Mitigation Grant Program.

HALIFAX COUNTY
PROCUREMENT OF DESIGN / ENGINEERING SERVICES

The Request for Qualifications from a design/engineering firm for professional design services in connection with an elevation project through the Hazard Mitigation Grant Program (HMGP) were mailed on ____July 3____, 2019, to the following firms:

Ken Weeden & Associates
P. O. Box 3113
Wilmington, NC 28406

PBS&J
1616 E. Millbrook Road, Suite 310
Raleigh, NC 27609-4968

McDavid Associates, Inc.
P. O. Drawer 49
Farmville, NC 27828

Holland Consulting Planners, Inc.
3329 Wrightsville Avenue, Suite F
Wilmington, NC 28403

S&ME, Inc.
3201 Spring Forest Road
Raleigh, NC 27616

McKim & Creed
1730 Varsity Drive – Suite 500
Raleigh, NC 27606

Kimley-Horn & Assoc, Inc.
333 Fayetteville Street – Suite 600
Raleigh, NC 27601

Appian Consulting Engineers, PA
PO Box 7966
Rocky Mount, NC 27804



Halifax County Planning & Development Services

PO Box 69 - 15 W. Pittsylvania Street, Halifax, NC 27839

(252) 583-1082 Planning & Zoning

(252) 583-4891 Building Inspections

(252) 583-2288 E911 Addressing

(252) 583-2735 Fax

RFQ TABULATION

Project: Halifax County

Project Description: Halifax County Hazard Mitigation Grant Program (HMGP)

Date: July 17, 2019

RFQ Description:

Halifax County announced its intent to secure the services of a qualified design / engineering firm for professional design services in connection with an elevation project through the Hazard Mitigation Grant Program (HMGP). Halifax County is requesting services to determine if the dwelling is structurally sound and capable of being elevated safely, including but not limited to, an evaluation of the existing septic system on the property.

Appian Consulting Engineers - Rocky Mount, NC

Staff (7)

Ave. \$97.00 / hr

Appian Consulting Engineers best met the requirements and criteria set in the evaluation process, which included Work Plan, Experience of Firm and qualifications of personnel.



CONSULTING ENGINEERS, PA
CIVIL, MUNICIPAL & STRUCTURAL ENGINEERS
COMPREHENSIVE ENVIRONMENTAL SERVICES

July 8, 2019

Halifax County Planning & Development Services
Attn: Chris D. Rountree, Planning Development
15 W. Pittsylvania Street
Halifax, NC 27839

RE: Halifax County Hazard Mitigation Grant Program (HMGP)
Engineering Services Proposal
Request for Proposals for Engineering Services

Dear Mr. Rountree:

Appian Consulting Engineers, PA, is pleased to submit the attached proposal for the requested services for the work related to the Halifax County Hazard Mitigation Grant Program (HMGP).

Our team is eager to provide engineering, inspection and surveying services for this project and is looking forward to working with Halifax County. Thank you for allowing us the opportunity to submit this proposal. Please let me know if you have any questions or would like additional information about our team.

Respectfully,

Appian Consulting Engineers, P.A.

Bobby L. Joyner, P.E.
President



Appian Consulting Engineers, PA

Post Office Box 7966

154 Roundabout Court

Rocky Mount, NC 27084

www.AppianEngineers.com

Bobby L. Joyner, PE, President

252.972.7703, phone

252.972.7638, fax

bjoyner@appianengineers.com

Appian Consulting Engineers, P.A. is an engineering design firm structured to serve North Carolina and southeastern Virginia with our office located in Rocky Mount, North Carolina. Appian has been a reliable presence in eastern North Carolina since its inception in 1986 by its owner and President Bobby L. Joyner, PE. Mr. Joyner's experience is extensive in the area of municipal engineering and design as he worked for the City of Rocky Mount for more than 18 years, with the last four years as the **City of Rocky Mount City Engineer**.

Having worked with municipalities, both on staff and on the supporting consultant basis, we have substantial understanding of the workings of government entities, their needs, and the degree of information exchange that is needed between the private engineering, development, contractor and the public.

Our team's extensive multi-disciplinary experience will ensure that all construction work is performed in conformance with safety requirements, contract requirements, and quality control/ quality assurance practices. Appian will work closely with all parties involved to ensure that a superior construction product is delivered on time and within budget. Hourly rates are attached.

The Appian Team

The Appian Team will consist of the following personnel providing exceptional expertise:

Bobby L. Joyner, P.E., President: Mr. Joyner obtained his Civil Engineering Diploma in 1972 and became a professional engineer in 1978. He has extensive experience in municipal engineering and planning as he worked for the City of Rocky Mount as the **Rocky Mount City Engineer** (1982-1986) and in the engineering department for more than 18 years. Mr. Joyner has more than *three decades* of experience in design for FMA, HGMP, SRL, CDBG, municipal, industrial, commercial and residential projects including structural and retrofit design, water system distribution, drainage improvements, sewer rehabilitation and sewage pump station design, pier and bridge design, wave modeling, and flood studies. Mr. Joyner provides forensic studies on both mold and crawl space moisture control in commercial and residential buildings. Recognized as an expert in NC and VA, consultants and attorneys frequently refer their clients to Appian for investigations, design and expert testimony in court cases. In addition to acquiring three patents, he has authored a state of the art *Manual of Specifications, Standards and Design*, which Appian has developed for numerous cities in Virginia and North Carolina. He was involved in *all* of Appian's projects listed below. Mr. Joyner will be the Project Engineer and Inspector (as needed) for the project.

David C. Revoir, P.E.: Bringing experience from Maryland State Highway Administration and Greenhorne & O'Mara, Mr. Revoir has a broad range of experience in CDBG, municipal, industrial, commercial and residential projects including water distribution analysis, street design, stormwater modeling, sewer design, and erosion control. Mr. Revoir routinely leads

"The construction drawings and specifications that your firm produces are *detailed* and *comprehensive* and portray a *thorough understanding* of the construction process. As a matter of fact, the U.S. Department of Commerce Economic Development Administration will be using your firm's specifications and contract documents as *the model* for other engineering firms to follow..."

Milton Cochran, Sr.
US Department of Commerce
Economic Development Administration



projects through conceptual layout, detailed design, permitting, contract bidding, construction administration and as-built certification. He is adept at providing railroad design, no-net rise flood studies, SWPPP/SPCC Plans, and swimming pool compliance for the Virginia-Graeme Baker Pool and Spa Safety Act. Contributing author for Stormwater Design for the *Manual of Specifications, Standards and Design*, Mr. Revoir is the engineer for Franklin County Stormwater Review. He has extensive experience with stormwater modeling, stormwater BMP design and writing municipal stormwater ordinances. He is a LEED Accredited Professional (*LEED AP Building Design + Construction*) with the U.S. Green Building Council. Mr. Revoir's responsibility on this project will be that of project manager.

Michael Gallina, Jr., CAD Manager: Mr. Gallina has been with Appian for more than 27 years and has extensive experience in creating master plans, site plans, street plans, and profiles, water and sewer lines, grading, and erosion sedimentation control, construction plans, utility plans and staking plans. He has also developed both 3D and isometric details on all our plans to clearly convey the intent of the detail to those in the trenches. As a result, Appian developed catalogues for a number of national precast manufacturers, including: *NC Precast* (Hanson, Needville, TX), *Frato Plastics* (Syracuse, NY), *Dellinger* (Mecklenburg County, NC), *Mack Industries* (Sharpsburg, NC and Valley City, OH), *Albuquerque Vault* (Albuquerque, NM) and *Ideal Precast* (Raleigh, NC).

Non-Discrimination DBE'S:

Appian Consulting Engineers does not discriminate in any of its projects and activities. No person is denied employment or fair treatment, or is in any way discriminated against, on the basis of race, gender, religion, age, national origin or disability.

Appian will strive to maintain equal participation of *Disadvantaged Business Enterprises (DBEs)* and to utilize DBE's to the maximum extent as possible. Appian will use Small Business Administration (SBA) information and other agencies to determine and develop a list of local DBE's qualified for this project. We are committed to advancing the *Historically Underutilized Business* community.

Engineering & Project Experience

Appian has extensive experience with many municipalities ranging from small to large projects, involving a full range of engineering services. As you can see below, Appian has been involved in a plethora of similar projects in eastern North Carolina for the past three decades:

APPIAN'S FLOOD MITIGATION WORK INCLUDES:

Some of the Most Recent Projects:

Town of Tarboro Hurricane Matthew FY16 HMGP
Town of Windsor 2016 HMGP
Pamlico County FMA16 and Rescopement
Craven County (FY16) FMA
Beaufort County FY16 FMA & FY15 FMA
Carolina Beach FY13-15 FMA
Catawba County FY 2016 HMGP
Hyde County FY 16/14/13 HMGP
Pender/ Onslow County House Raising and Foundation Plans (2013)
Beaufort County FY 14/13 HMGP

RELATED STRUCTURAL WORK INCLUDES:

1. Residential & Commercial Forensic Investigations:
 - Mr. Joyner has performed over 2500+ residential structural inspections; many of which related to foundation problems. His charge was to determine cause and provide recommendations and/or design documents for foundation stabilization/repair.
 - Design pre- and post-construction helical piling plans for both residential and commercial buildings throughout NC & VA. This particularly includes HMGP elevation raisings in high wind zones.
 - Mr. Joyner has extensive soils experience having managed and overseen soils testing services while employed with the City of Rocky Mount and as a branch of Appian Consulting Engineers.
2. Examples of other types of foundation design include:
 - Building & Foundation design for Engineered Metal buildings for Industrial, Commercial, Churches, Municipal and Private companies/individuals.
 - Asphalt Batch Plants Foundations
 - Drying Towers Foundations
 - Microwave Antenna Guy foundations (using helical piers)
 - Drying Pits
 - Rail loading facilities (dump pits, push walls, etc.)
 - Conveyor trusses and foundations for same
 - Grain Silo foundations
3. Design, Contract Documents, Specifications & Project Management Examples:
 - Tarboro Commerce Center
 - Town of Tarboro Swimming Pools
 - Edgecombe County Farm Bureau (Tarboro)
 - Edgecombe County Public Schools: Stocks Elementary School Bus Parking, 2011
 - Edgecombe County IDF Grant 2007 – Fountain Industrial Park
 - Edgecombe County Housing & Recovery, 2002
 - Craven County CDBG Contingency Infrastructure
 - Craven County CDBG-CR
 - Craven County Stormwater Ordinance
 - Site Drainage Mitigation Plan 2013 for QVC Distribution warehouse, Florence, SC,
 - Nash County CDBG 2010: Drake Community Center
 - Town of Wake Forest Street Paving Program 2009-2011
 - Town of Wake Forest Street Paving Program 2012/2013
 - Textilease/ Daley
 - Glenoit Mills, Tarboro
 - Continental Grain Company, Tarboro
 - Parkway Ag Center, Tarboro
 - City of Rocky Mount Judicial Center Reroofing (19,600 sf), 2018
 - City of Rocky Mount Tar River Dam Bascule Gate Hydraulic Cylinder Replacement, 2017
 - City of Rocky Mount WWTP Building Repairs 2013
 - City of Rocky Mount Railroad Tobacco Loading Platform Inspection, 2013
 - City of Wilson Lake Wilson Bikeway/ Pedestrian Bridge Design crossing Lake (900LF), 2018
 - City of Wilson WWTP Improvements, Structural Design 2016/17
 - City of Wilson Fire Stations – Air Quality and Envelope Evaluation and Design, 2011
 - Waste Industries Maintenance Facility Expansion, Structural and Site Design, 2018
 - City of Rocky Mount Wastewater Treatment Plant Sludge Pumping Station (2 stations) 2013
 - City of Rocky Mount Fleet Maintenance Tire Repair Facility 2013
 - City of Raleigh WWTP Maintenance Facility 2013
 - City of Henderson CDBG-HD 2007

4. Related Contract Document Experience: Appian authored & copyrighted a Public Facilities Manual developed specifically for Engineering & Public Works Departments. Some of the municipalities that have our manuals include:
- City of Wilson Manual of Specifications, Standards and Design 2008 with annual updates
 - Town of Clayton Manual of Specifications, Standards and Design
 - City of Greenville Manual of Specifications, Standards and Design 2010
 - City of Durham Manual of Specifications, Standards and Design 2012
 - Town of Wake Forest Manual of Specifications, Standards, and Design 2000 & 2012 updates
 - OWASA W&S Manual of Specifications, Standards and Design

OTHER ENGINEERING PROJECTS PERFORMED BY APPIAN:

- Triangle Tyre (2.3 million SF/400 acre Manufacturing Facility)
- Sylvan Heights Water Fowl Visitor Center
- Josey Lumber Co. (Scotland Neck)
- Inborden Elementary School
- Tarboro FEMA Temporary Mobile Home Park Hurricane Floyd
- Edgecombe County Industrial Incubator and Conference Center
- Edgecombe County Public Schools: Stocks Elementary Bus Parking
- Sara Lee Plant
- Rocky Mount Judicial Center, Reroofing
- South Rocky Mount Community Center
- Edwards Crane Steel Fabrication Complex
- Crossing @ 64: Mixed Use Development
- QVC Distribution Center (Rocky Mount, NC. Norfolk, VA. Florence, SC)
- Town of Tarboro, Softball Park US 64 Alternate
- Edgecombe County IDF Grant 2007
- Golden East Mall Expansion
- Braswell Milling Company (Tarboro)
- Terminix Conference Center
- Smith Creek Wastewater Treatment Plant Maintenance Building 2013 (City of Raleigh)
- Whitakers Business Center Shell Building
- OIC for the City of Rocky Mount
- Universal Leaf (13 million SF Manufacturing Facility)
- Bertie County Middle School
- Neuse Sports Shop (Cedar Point, NC)
- City of Rocky Mount L&M Stemmary Building (SSMR Roof repair)
- Nash Community College Maintenance Facility Expansion.
- Nash Community College Culinary Arts Shelter

Appian has extensive experience in elevation raising projects; Appian performed a pre-elevation inspection of each structure, provided a technical feasibility analysis for structures requiring design modifications, developed foundation drawings and specifications based on the NC Residential Building Code and provided on-site inspections and review of the contractor's work as needed. Appian engaged in similar with **8 coastal counties; designing elevations for more than 500 homes and small business houses.** Elevations include both AE and VE zones (the latter being Ocean Hazard). In addition, we assisted in repairs, recovery and elevation raisings for projects relating to *Hurricane Fran, Floyd, Isabel, Irene and Matthew.*



Elevation Raising
Belhaven, NC



PROPOSED SCOPE OF SERVICES: Obtain elevation certificates from licensed surveyors and determined the final finished floor elevation based on the BFE plus the applicable locally required freeboard.

- Compile an engineering report on each structure and make recommendations to the program administrator as to whether or not the structure could either economically or structurally be elevated. Detailed photographic survey of structure will be made logging locations and types of existing distress observed during the initial inspection.
- Inspect each house (attic framing, interior, exterior and crawl space). If areas of the crawl space are inaccessible, we can send in our "Spiderbot" camera to inspect the inaccessible areas (photo at right).

Scanning Technology Saves Time and Improves Accuracy

- Each house will be scanned by a Lidar 3D Geospatial Scanner. This machine captures its environment in more than 43,000 points a second within a full horizontal and vertical range of sight. The processing software aligns the captured data to formulate a 3D point cloud. Once the imagery is mapped, the area can be viewed in 2D and 3D. Measurements can be extracted from the data and a floor plan can be developed.
- Obtain field measurements of the interior, exterior and crawl space of each house. After a comprehensive load analysis (wind and gravity loads), and using field notes and inspection findings, develop new foundation plans. From the engineered drawings, prepare construction documents which include:
 - Existing and proposed foundation plan, foundation and floor framing notes, and construction details (connecting existing wall to the new floor, piling/ floor framing connection, cross bracing, etc.).

Construction Phase:

- Appian will provide limited on-site inspection and review of Contractor's work at the request of the County, including written documentation that the completed foundation and accesses were properly constructed.
- Depending on the conditions exposed during demolition, modify plans as needed to adapt to latent field discoveries. In most cases Appian's engineers are able to evaluate the soils and render an opinion as to suitability or recommend subgrade improvements necessary to stabilize a weak subgrade. For difficult projects, we call in a Geotechnical Engineer.

Sample plan excerpts from both previous *Craven County*, *Beaufort County* and *Carolina Beach* elevation projects are included in this proposal.



Elevation Raising
Carolina Beach HMGP 2009



Featured Projects Overview

Triangle Tyre – Kingsboro Industrial Park (2018):

Carolinas Gateway Partnership and Edgecombe County engaged Appian to conduct due diligence and respond to RFI's from Triangle Tyre (Project Diamond). Appian presented the site and guided the site consultants and Triangle Tyre representatives through their due diligence process; attending all meetings and responded to follow up RFI's. Subsequent to Triangle Tyre selecting Kingsboro Industrial Park as their first new US manufacturing facility. Due to the new unique method of incentivizing the project, Appian provided project administration as the Engineering and project management representative for Edgecombe County. Tasks provided by Appian included, but were not limited to:

1. Filing for infrastructure grants (GoldenLEAF and IDF).
2. Worked with CGP, Edgecombe County and their attorneys in the development of the Incentive Agreement.
3. Provided design services for the NCDOT for Phase I Pad Ready Site Design and Specs for a 2.3 million square foot manufacturing facility comprising 225 acres of disturbed area. Work involved incorporating rail, power, gas, water and sewer and site hardscape elements furnished by Triangle Tyre into the pad grading and drainage design. Developed geometric site transportation elements.
4. Assisted the NCDOT's Environmental Consultants in filing Wetland permits and Tar-Pam Buffer permits.
5. Appian developed Marketing literature/products consisting of
 - a. A 11x14 hardbound book that contained Geospatial mapping and reports completed for prospective clients.
 - b. A 2-minute video/3D fly around model of the proposed facility
 - c. A 5-minute video of the site developed by Appian from aerial photos and videos taken from both helicopters and in-house drones. The movie has been shown to prospective industrial clients in Europe, India, and China; the later translated to Mandarin.
6. Design and permitting for Erosion and Sedimentation control plans for site and Stormwater Management.
7. Liaison between Triangle Tyre, their Site Consultants, Engineers, NCDOT, Barnhill Contracting, and Edgecombe County, the Wooten Company (W&S Infrastructure Engineering Consultant), coordination and tracking of project, etc.
8. Wholly looking after the County and CGP's interest in the project.



The passenger line facility is scheduled to be complete and operational by late 2019.

Status: Construction in Progress	Project Cost: \$26.3 million site package \$ 650 million total facility projected	Mr. Norris Tolson, President Carolinas Gateway Partnership 252.442.6120
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Structural/ Helical Pier/Pressure Grouting Projects

Appian has provided structural inspections, evaluations and recommendations for several thousand structural projects. A few projects similar in scope are listed below.

- 5516 Colonial Drive (Residence), Charlotte, NC: 2-story home on fill had substantial subsidence due to consolidation of fill. Entire home was wrought with foundation subsidence and associated cracking in floor and walls. Designed a system to shore/stabilize entire foundation. Replaced first floor concrete floors with a reinforced concrete floor tied to reinforced grade beams with new post-construction helical piers. Pressure grouting voids in blind areas also employed. Provided construction inspection.
- Two-story Brick Veneer Home in Lake Point Subdivision (Belmont/Rocky Mount): 1-year old home had excessive foundation subsidence in the alluvial soil subgrade which caused severe cracking of the brick veneer exterior and associated settlement of the interior of the whole home. Appian designed a helical pier system comprised of 56 post-construction helical piers to shore/stabilize the foundation and interior pier system. Contractor repaired brick veneer and interior cracks after shoring system installed.
- Roomstore Distribution Whse, Tanner Road (Rocky Mount): In 2012, Appian provided structural inspection, evaluation and engineering analysis of an industrial floor slab that had heaved and settled as a result of the blowout of an 8" fireline beneath the floor slab. Coring, sounding and topographical survey of the post-settled floor was employed to determine the extent of floor movement, rebound and voids left below the floor. Investigation/analysis also included verifying whether or not columns footings had settled (which could have translated into potential roof ponding). Recommendations and estimates provided for remedial repairs. Repairs involved floor removal replacement at heaved/suspended sections and pressure grouting some slabs to both lift slab and fill voids.
- Station Square Elevator Shaft (Rocky Mount): Exterior elevator shaft with hydraulic piston lift system had settled and leaned to the exterior. Water was entering pit and creating hazards for maintenance personnel. Appian provided design/construction recommendations and oversaw remedial repairs for both lifting/stabilizing/realigning the shaft and waterproofing to stop groundwater infiltration in the pit.
- Golden Leaf Crossing Fire Line Blowout (Rocky Mount): Provided inspection and recommendations for remedial repairs to subgrade and slab from fireline blowout (services provided were similar to Roomstore in scope). Pressure grouting and piling employed.

City of Wilson Emergency Services Equipment Bldg. Elevation:

After Hurricane Matthew, sensitive electronic and servers vital to the 911 call center flooded. The City of Wilson contacted Appian to and requested we provide recommendations for a new elevated equipment building. Appian produced a concept in which a new 16' x 20' x 8' high prefabricated reinforced concrete building would be placed on top of a new 26' x 28' cast-in-place reinforced concrete platform. The platform will be supported by reinforced concrete columns which in turn rest upon a reinforced concrete grade beam supported by augured helical piers. Appian providing design, contract administration, construction inspections and processed payment requests.

Status: Design Phase	Project Est. Cost: \$170,000	Mr. Linwood Tyndall Headend Technician City of Wilson, NC Greenlight Engineering 252.399.2189
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Ocean Ridge Village: Appian provided complete structural design for a number of new single family beachfront dwellings in *North Topsail Island* (135 mph wind zone design speed, a finished floor elevation two feet above the 100 BFE, knock out panels, flood vents, deck assemblies isolated from the main structure, corrosion resistant fasteners, and bracing/reinforcing for pilings, tall walls, window jack studs, headers, etc.).



Manuals of Specifications, Standards and Design

With user-friendly isometric and exploded views of each detail, City staff and Contractors know exactly what's expected... at a glance. Appian has partnered with numerous municipalities to provide the technical expertise to a public facilities manual using our Copyrighted MuniSpec® data base. We provide: standard details and specifications, design modules (streets, water, sewer, storm drainage, flexible pavement, etc.), and policies. The City-specific Manual of Specifications, Standard Details and Design is developed *by* former city engineers *for* city engineers and public works officials.

Typical Features of Manuals we Provide:

1. User friendly
2. Contains latest ASTM, AASHTO and AWWA Specification
3. Searchable (in editable and uneditable versions), iPad friendly version
4. FREE Web Hosting of Manual
5. Isometric and Exploded views on all details
6. Details are hyperlinked to Specs
7. Table of Contents is hyperlinked to text
8. Optional update service.
9. Specifications are detailed in execution and product description
10. Pre-approved product list

"None of the other firms we talked to had a Municipal Manual that was as **comprehensive, detailed** and easily **customized to our needs**. The standard details are great."

Tom Wilson, PE
Director of Streets
City of Lynchburg, VA



Municipalities to whom we have provided a copyrighted Manual of Specifications, Standards and Design include:

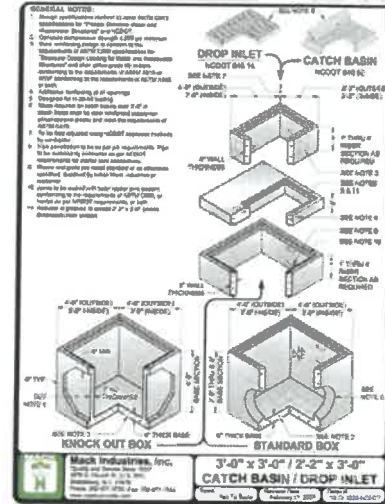
- ***City of Greenville***
- ***City of Durham***
- ***City of Wilson***
- ***Fairfax, VA***
- ***Lynchburg, VA***
- ***City of Jacksonville***
- ***Town of Wake Forest***
- ***Town of Clayton***
- ***Franklin County Stormwater***
- ***Orange County Water and Sewer Authority (OWASA)***, serving Orange County, Carrboro, Chapel Hill and UNC at Chapel Hill

Details for Pre-Cast Manufacturers

For the past 15 years, Appian has provided isometric and exploded view details on our construction drawings and Public Facilities Manuals; the purpose being to clearly convey the intent of the detail to those in the trenches. Two-dimensional details can often be confusing. As a result of precast manufacturers using our drawings to prepare takeoffs for the contractor, the clarity and simplicity of the details caught the eye of management. Appian was asked to develop catalogues for a number of precasters on a national basis... *order their catalogue and you'll see Appian's name in the border of every detail!*

National Precast Manufacturer Catalogues Include:

- Carolina Precast (Hanson)
- Fralo Plastics/ Roth Global (NY)
- Dellinger (NC)
- Mack Industries (NC, OH)
- NC Pipe (TX)
- Albuquerque Vault Company (NM)
- Ideal Precast (NC)



Patents and Copyrights

Appian's extraordinary breadth and depth of expertise is demonstrated by the fact that our company president has three (3) patents with the United States Patent Office. The "Downspout Energy Dissipater Splash Pad with Spillway" is an industrial sized splash pad on large industrial buildings with large roof areas that has been used on several Appian projects. The "Method of Treating Stormwater Runoff and Domestic Waste with Coal Ash" is a "green" BMP that treats stormwater runoff and domestic sewage using recycled high carbon coal ash (research conducted and confirmed by Virginia Tech). Appian has been designing site with recycled coal ash for more than 20 years, saving clients great expense while protecting the environment. In addition to the copyrighted Public Works Manual of Specification Standards and Design (MSSD), Mr. Joyner has also authored: "10 Successful Steps to Successfully Developing a Public Facilities Manual" and "A Design Manual for Boardwalk and Footbridge Design"

"After 25 years of... construction, I can genuinely say that I have never seen a more **complete, detailed, accurate** and generally professional set of civil documents... Working with your firm has been one of those experiences I will remember for the rest of my career, and will set my future **standard for judging excellence** in civil engineering consultants. It has truly been a pleasure."

Thomas R. Gilcrest
Director, Design Build Services
Butler Construction



Current HMGP Workload

Beaufort County FY16 FMA Elevation Project:

Appian was again selected by Beaufort County for the Hazard Mitigation Grant Program (HMGP) for the elevation of three residential structures. The houses selected in this portion of the contract are the largest houses in the Beaufort County FY16 contract. The field work for the project has been finished and design is nearly complete.

Town of Windsor 2016 HMGP Elevation Project:

The Town of Windsor selected Appian for the Hazard Mitigation Grant Program (HMGP) for the elevation of four residential structures. Field work and design is complete and the projects have been bid and are under construction. The current contract also contains four more homes to inspect and design within the near future.

Hyde County FY15 & FY16 Elevation Project:

Hyde County recently selected Appian for the Hazard Mitigation Grant Program (HMGP) for the demolition and development of three house. Design is complete, the projects have been bid and the houses are under construction.

Current Non HMGP Workload

- CSX - City of Rocky Mount Utility Encroachments for CCX Intermodal Terminal (Under Construction)
- Triangle Tyre Site Design and Project Administration (90% of Phase 1 complete)
- City of Rocky Mount L&M Stemmary Building (10% complete)

References

Mr. Dale Holland, AICP, President

Holland Consulting Planners
3329 Wrightsville Avenue, Suite F Wilmington, NC 28403
910.392.0060/ dholland@hcpplanning.com

Mr. Robert (Bobby) W. Lewis, PE

Chief Operating Officer, NCDOT
1501 Mail Service Center
Raleigh, NC 27699-1501
919.707.2820/ rwlewis@ncdot.gov

Norris Tolson, President

Carolinas Gateway Partnership
Vice President
427 Falls Road Rocky Mount, NC 27804
252.442.6224/ ntolson@econdev.org

Mr. Eric Evans, County Manager

Edgecombe County, NC
252.641.5775/ ericevans@co.edgecombe.nc.us



Miscellaneous

Appian is on the *NCDOT Prequalification Register* of Hydraulic Design Studies and is regularly referred to for industrial rail spur design by *CSX Railroad*.

Appian has FAA Licensed FAA Drone Pilots on staff.

Appian maintains a certificate of insurance for worker's compensation and professional liability (errors and omissions) of at least \$1,000,000.

As an aside, there are no lawsuits, Federal, State or local tax liens, or any potential claims or liabilities pending against Appian or any of the officers of our firm. In fact, in the past three decades of the company's existence, there has never been a lawsuit filed against our firm for any reason.

Poised to Proceed

We look forward to serving Halifax County on this project.

END OF RFP



CONSULTING ENGINEERS, PA
CIVIL, MUNICIPAL & STRUCTURAL ENGINEERS
COMPREHENSIVE ENVIRONMENTAL SERVICES
P.O. Box 7966, Rocky Mount, N.C. 27804
Phone: (252) 972-7703
Fax: (252) 972-7638
www.appianengineers.com
BLN = C0562



CONSULTING ENGINEERS, PA
CIVIL, MUNICIPAL & STRUCTURAL ENGINEERS
COMPREHENSIVE ENVIRONMENTAL SERVICES

Schedule of Reimbursables/ Hourly Rates

2019 Unit Rate Fee Schedule

Schedule of Reimbursables

Mileage	\$ 0.61/mile
Prints	\$ 1.15/sheet
Copies	\$ 0.15/sheet
Plan submission fees, permits, etc.	At cost
Mailings	At cost

It is Appian's practice to try to absorb all reasonable "reimbursable" expenses with the exception of mileage, and advertising and permit fees. If absorbing such expenses becomes overly burdensome, we will advise and request consideration for remuneration for overly burdensome reimbursable expenses.

Schedule of Hourly Rates

Percentage of
Total Work
(estimated)

Engineering Staff (Appian):

Administrative Staff	\$ 59.00	5%
Field Technician (Tech 1)	\$ 59.00	-
Construction Inspector/Project Manager	\$ 69.00	20%
Drafting, CADD Technician	\$ 83.00	5%
Senior CADD Manager	\$ 106.00	10%
Project Engineer (NC PE)	\$ 137.00	15%
Principal/ President (NC PE)	\$ 165.00	45%

These rates are subject to revision in accordance with our firm's review process and may result in changes to the hourly rates listed above. Any changes shall be considered an amendment to and part of the original contract or proposal.

[illegible]

CONSULTING ENGINEERS, P.A.,
CIVIL, MUNICIPAL &
STRUCTURAL ENGINEERS
COMPREHENSIVE
ENVIRONMENTAL SERVICES
BLN = C0552

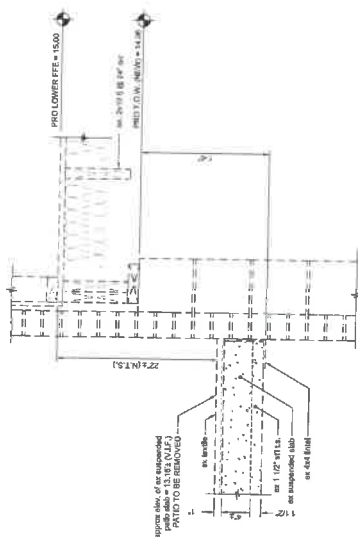
154 Roundabout Ct.
Rocky Mount, N.C. 27804
Phone: (252) 872-7703
Fax: (252) 872-7638
www.apploneng.com
mailto:applonengineers.com

**Final Drawings
Review Purposes ONLY**

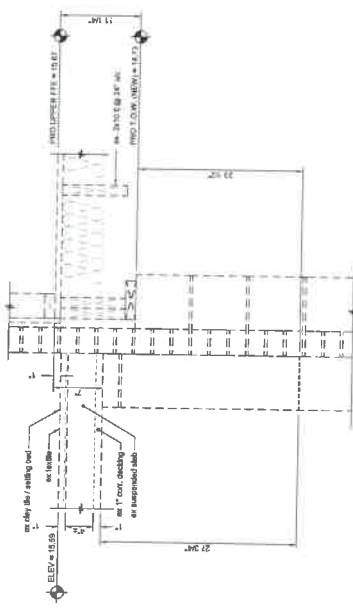
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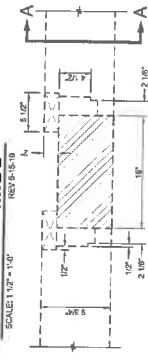
F-F SECTION at SUSPENDED PATIO SLAB (EAST END of HOUSE)



G-G WEST SCREENED PORCH at KITCHEN
SCALE: 1 1/2" = 1'-0"
REV: 4-13-01



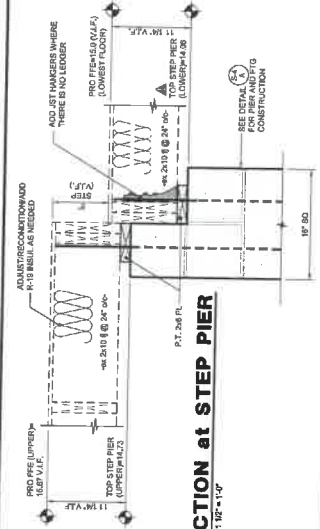
**1-1 EX PLAN VIEW of GARAGE
DOOR ISTHMUS**



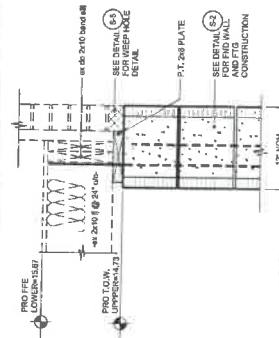
A-A SECTION A-A
SCALE: 1 1/2" = 1'-0"
REV 5-15-10



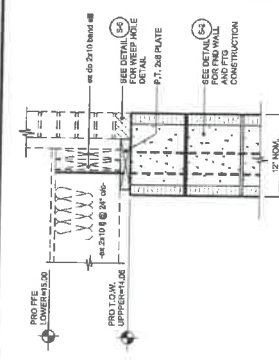
101 SECTION at STEP PIER
SCALE: 1/2" = 1'-0"



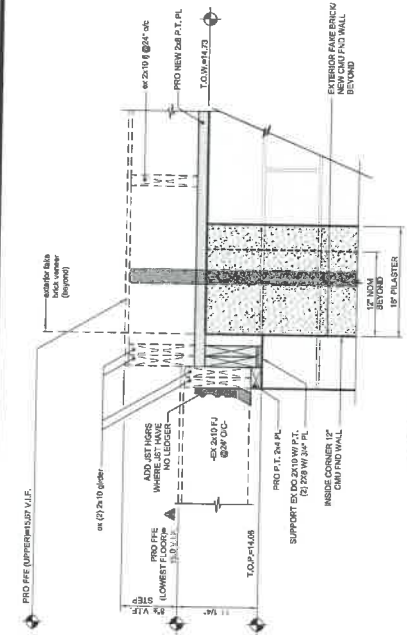
102 SECTION at UPPER FOUNDATION WALL
SCALE: 1 1/2" = 1'-0"

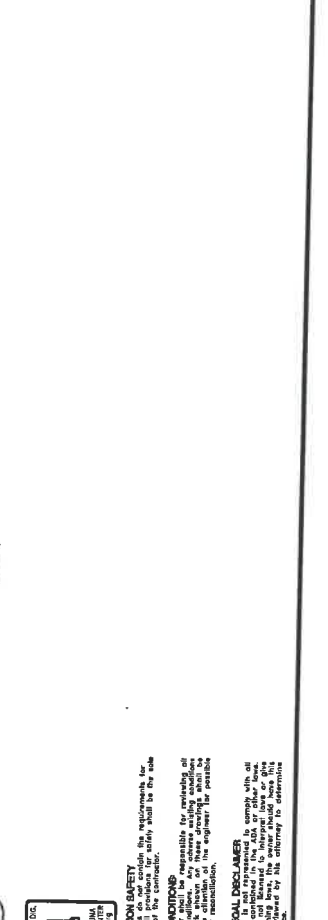
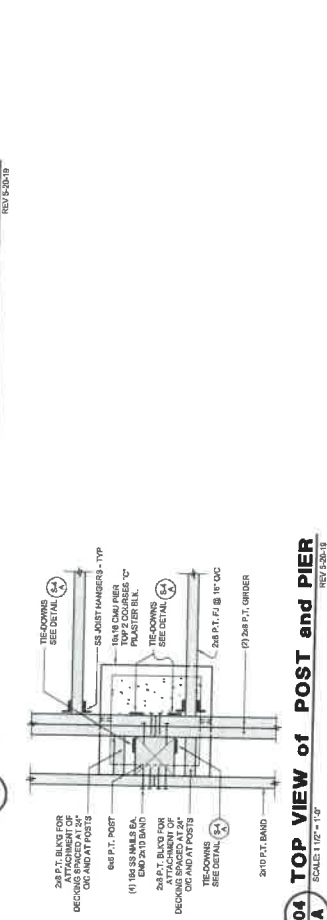
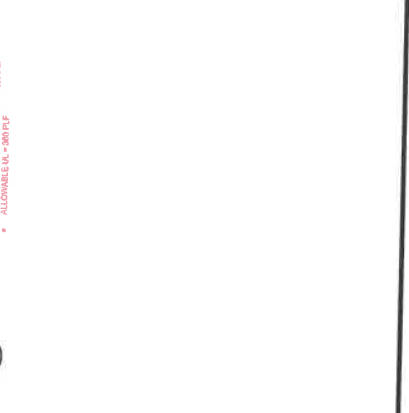


103 SECTION at LOWER FOUNDATION WALL



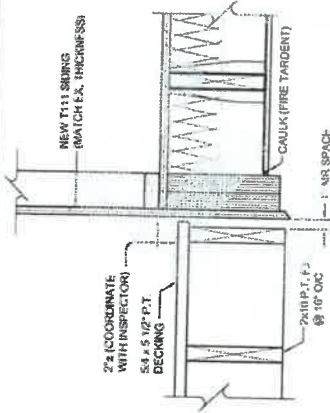
100 SECTION at STEP CORNER
SCALE: 1/16" = 1'-0"





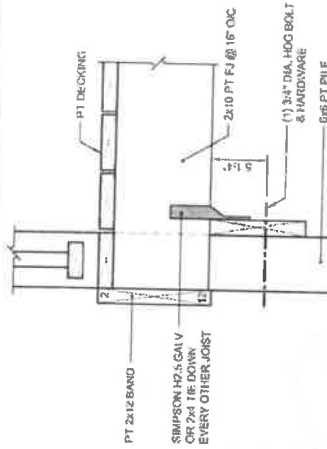
ADA AND LEGAL DISCLAIMER

This document is not intended to comply with all requirements contained in the ADA or other laws. Engineers are not licensed to interpret laws or give advice concerning laws. The user should have this document reviewed by his attorney to determine legal implications.



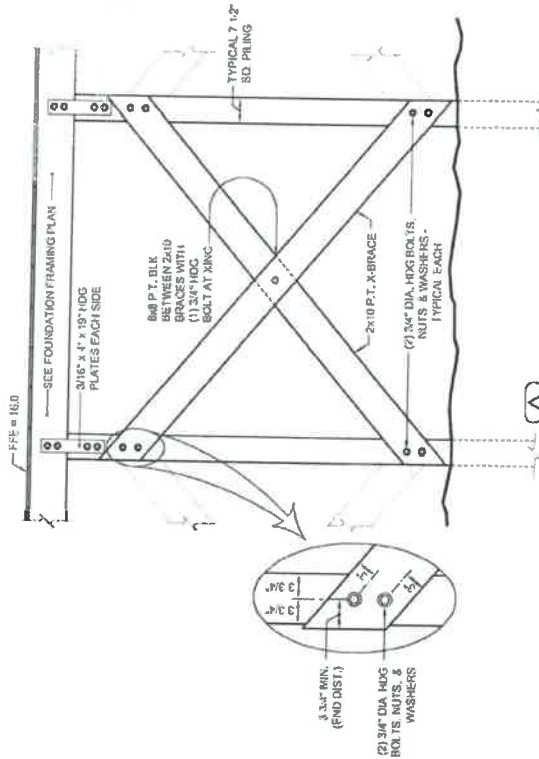
102 SECTION AT PORCH
SCALE: 1/2" = 1'-0"

NOTE: IF ANY MATERIAL ABUTTS
T111 SIDING, FLASHING
TO BE PROVIDED

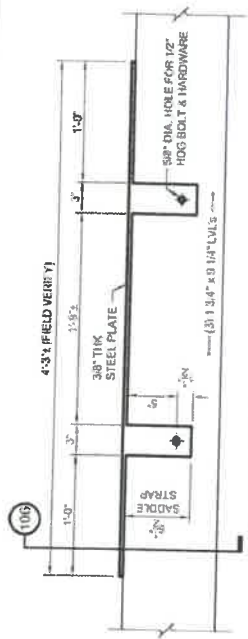


104 DECK FLOOR FRAMING
SCALE: 1/2" = 1'-0"

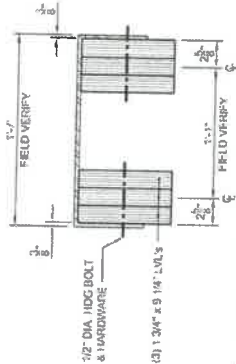
AT END OF JOIST



103 TYPICAL X-BRACING DETAIL
SCALE: 1/2" = 1'-0"



105 ELEVATION OF CHIMNEY BRG PLATE
SCALE: 1/2" = 1'-0"



106 SECTION OF CHIMNEY BRG PLATE
SCALE: 1/2" = 1'-0"

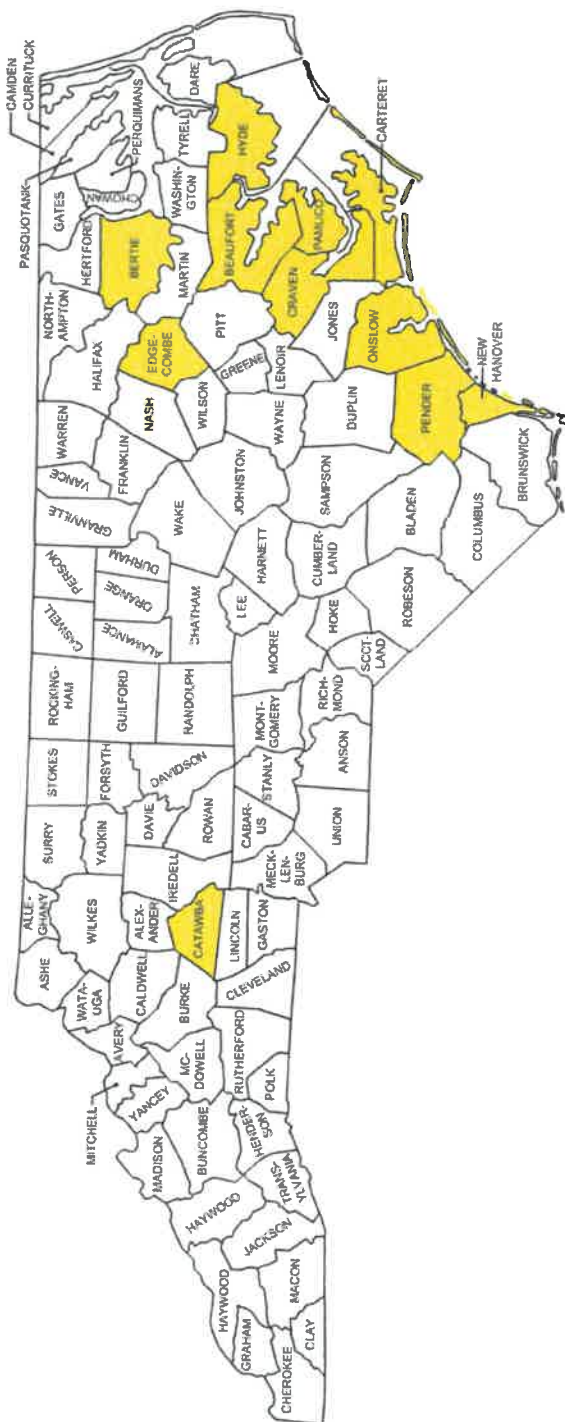
CONSTRUCTION DETAILS & NOTES for

06-143
D-0002
S-4

Appian
CONSULTING ENGINEERS, P.A.
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STRUCTURAL ENGINEERS
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Fax: (252) 972-7838
www.appianengineers.com
admin@appianengineers.com

REVISIONS

NO.	DATE	DESCRIPTION
1	06/14/09	BLD
2	06/14/09	AS NOTED
3	06/14/09	AS NOTED



**CLIENTS/ COUNTIES WHERE WE ARE
CURRENTLY OR HAVE RECENTLY
WORKED ON HMGP OR FMA PROJECTS**

DATE:
REV. 9-17-18

SHEET #
1 OF 1

SCALE: 1 1/2" = 1'

J.N.

APPIAN CONSULTING ENGINEERS, P.A.
CIVIL, MUNICIPAL & STRUCTURAL ENGINEERS
COMPREHENSIVE ENVIRONMENTAL SERVICES

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BOUNDARY DESCRIPTION SHOWN IS NOT FOR RECORDATION



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

FROM: Buddy Wrenn, Emergency Management Coordinator

PRESENTER: Buddy Wrenn, Emergency Management Coordinator

SUBJECT: Repeal and Replacement, Chapter 26, Civil Emergencies, Halifax County Code of Ordinances

DATE: August 12, 2019 Regular Meeting

SUPPORTING INFORMATION:

During its 2012 legislative session the N.C. General Assembly enacted S.L. 2012-12, known as the "Modernize NC Emergency Management Act", effective October 1, 2012. As a result of the adoption of this legislation it is apparent that numerous county ordinances set forth in Chapter 26 of the Halifax County Code of Ordinances either are or may be inconsistent with the provisions of state law. The Emergency Management Coordinator and the County Attorney propose a complete re-write of our county ordinances dealing with emergency management to comply with technical and substantive provisions of state law. A resolution to repeal the old ordinance and adopt the new ordinance is attached.

ATTACHMENTS:

Description

- ▢ Resolution to Repeal Ch 26_Adopt Chap 26A_Civil Emergencies
- ▢ Old_Chapter_26_Civil_Emergencies

TOTAL COST:\$0

COUNTY COST:\$0

REQUEST: Adopt the attached resolution entitled Resolution to Repeal Chapter 26 of the Halifax County Code of Ordinances Entitled "Civil Emergencies" and Replace It With a New Ordinance Enumerated as Chapter 26A and Entitled "Civil Emergencies".

**RESOLUTION TO REPEAL CHAPTER 26 OF THE HALIFAX COUNTY CODE OF ORDINANCES
ENTITLED "CIVIL EMERGENCIES" AND REPLACE IT WITH A NEW ORDINANCE
ENUMERATED AS CHAPTER 26A AND ENTITLED "CIVIL EMERGENCIES"**

WHEREAS, during its 2012 legislative session the N.C. General Assembly enacted S.L. 2012-12, known as the "Modernize NC Emergency Management Act", effective October 1, 2012 (the Act); and

WHEREAS, as a result of the adoption of the Act it is apparent that numerous county ordinances set forth in Chapter 26 of the Halifax County Code of Ordinances, entitled "Civil Emergencies" are inconsistent with the provisions of the Act; and

WHEREAS, county staff have proposed a complete re-write of county ordinances dealing with emergency management to comply with technical and substantive provisions of the Act;

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDAINED that Chapter 26 of the Halifax County Code of Ordinances, entitled "Civil Emergencies", is REPEALED, and in its place there is hereby adopted a new Chapter 26A, also to be entitled "Civil Emergencies", which reads as follows:

CHAPTER 26A - CIVIL EMERGENCIES

Article I In General

Sections 26.1-26.25. Reserved.

Article II Emergency Management

Section 26.26. Authority and Short Title.

This ordinance is adopted pursuant to Chapters 153A and 166A of the North Carolina General Statutes and shall be known and may be cited and referred to as the Halifax County Emergency Management Ordinance.

Section 26.27. Intent and Purpose.

- (1) It is the intent and purpose of this ordinance to establish an emergency management agency under the Halifax County Emergency Services Department (the "Halifax County Emergency Management Agency") that will ensure the efficient utilization of all Halifax County resources to respond to emergencies resulting from enemy actions or other emergencies as defined herein. The purposes of the Halifax County Emergency Management Agency shall be to reduce vulnerability of people and property of Halifax County to damage, injury, and loss of life and property; to prepare for prompt and efficient rescue, care and treatment of threatened or affected persons; to provide for the rapid and orderly rehabilitation of persons and restoration of property; and to provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response and recovery among agencies and officials of Halifax County and with similar agencies and officials of other counties and municipalities and with other private and quasi-official organizations.

- (2) The Halifax County Emergency Management Agency will be the coordinating agency for all activity in connection with Emergency Management in Halifax County and will be the instrument through which the Halifax County Board of Commissioners may exercise the authority to discharge the responsibilities vested in them during emergencies.
- (3) This ordinance will not abrogate the authority or responsibilities of the Chairman of the Halifax County Board of Commissioners or other County departments operating pursuant to applicable law, nor will it adversely affect the work of any volunteer agency organized for relief in emergencies.

Section 26.28. Definitions.

- (1) The following definitions shall apply in the interpretation of this ordinance:
 - (a) "Attack" shall mean direct or indirect assault against Halifax County, its government, environs, or of the nations, by the forces of a hostile nation or the agents thereof, including assault by bombing, conventional or nuclear, chemical or biological warfare, terrorism or sabotage.
 - (b) "Coordinator" shall mean the Coordinator of the Halifax County Emergency Management Agency, appointed as prescribed in this ordinance.
 - (c) "Emergency" shall mean an occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made accidental, military, paramilitary, weather-related, or riot-related cause. It shall include but not be limited to actual or threatened enemy attack, sabotage, extraordinary fire, flood, storm, epidemic, accident, chemical spill or other impending or actual calamity endangering or threatening to endanger health, life or property of constituted government.
 - (d) "Emergency Management" shall mean those measures taken by the populace and government of Halifax County to minimize the adverse effect of any type of emergency, which include the never-ending preparedness cycle of prevention, mitigation, warning, movement, shelter, emergency assistance and recovery. Emergency management shall include the basic government functions of maintaining the public peace, health and safety during an emergency. This term shall include plans and preparations for protection and relief, recovery and rehabilitation from effects of an attack by the forces of an enemy nation or the agents thereof, or an emergency as defined herein. It shall not, however, include any activity that is the primary responsibility of the military forces of the United States.
 - (e) "Emergency Management Forces" shall mean employees, equipment and facilities of all county departments, boards, councils, institutions and commissions; and in addition, it shall include all volunteer personnel, equipment and facilities contributed by, or obtained from, volunteer persons or agencies.
 - (f) "Emergency Management Volunteer" shall mean any person duly registered, identified and appointed by the Coordinator or the Halifax County Emergency Management Agency and assigned to participate in the emergency management activity.

- (g) "Regulations" shall mean plans, programs and other emergency procedures deemed essential to emergency management, including any rules, regulations, procedures or forms promulgated under Section 26.77 of this ordinance.
- (h) "Volunteer" shall mean contributing a service, equipment or facilities to the Emergency Management Agency without remuneration.

Section 26.29. Organization and Appointments.

- (1) The organization shall consist of the following:
 - (a) The Halifax County Emergency Management Agency, a division of Halifax County Emergency Services within Halifax County government. The head of the Halifax County Emergency Management Agency shall be known as the Coordinator. Such assistants and other employees deemed necessary from time to time for the proper functioning of the agency may be appointed subject to approval of such additional positions by the Board of Commissioners.
 - (b) The employees and resources of all Halifax County departments, boards, institutions, and councils which shall participate in emergency management activities. Duties assigned to County departments shall be the same as or similar to the normal duties of the department, where possible.
 - (c) Volunteer personnel and agencies offering service to, and accepted by, the County.
- (2) The Halifax County Manager, with input of the Halifax County Emergency Services Director, shall appoint a Coordinator of the Halifax Emergency Management Agency who shall be a person well versed and trained in planning operations involving the activities of many different agencies which will operated to protect the public health, safety and welfare in the event of danger from emergency as defined in this ordinance.
- (3) The Coordinator shall designate and appoint Assistant Coordinators to assume the emergency duties of the Coordinator in the event of her or his absence or inability to act.

Section 26.30. Day to Day Duties and Responsibilities of the Coordinator.

- (1) The Coordinator shall be responsible to the Halifax County Board of Commissioners in regard to all phases of emergency management activity and shall be responsible for the planning, coordination, and operation of the emergency management activities in Halifax County. The Coordinator shall maintain liaison with the State and Federal authorities and the authorities of nearby political subdivisions so as to ensure the most effective operation of the emergency management plans. The Coordinator's duties shall include, but not limited to, the following:
 - (a) Coordinating the recruitment of volunteer personnel and agencies to augment the personnel and facilities of the county for emergency management purposes.
 - (b) Development and coordination of plans for the immediate use of all facilities, equipment, manpower and other resources of the County for the purpose of minimizing or preventing damage to persons and property; and protecting and restoring to usefulness governmental services and public utilities necessary for the public health, safety and welfare.

- (c) Negotiating agreements with the owners or persons in control of buildings or other property for the use of such building or other property for the emergency management purposes and designating suitable buildings as public shelters.
- (d) Through public informational programs, educating the populace as to actions necessary and required for the protection of their persons and property in case of emergency, either impending or present.
- (e) Conducting public practice alerts to ensure the efficient operation of the emergency management forces and to familiarize residents with emergency management regulations, procedures and operations.
- (f) Coordinating the activity of all other public and private agencies engaged in any emergency management activities.

Section 26.31. Emergency Management Plans.

- (1) Comprehensive emergency management plans shall be prepared by the Coordinator and adopted by resolution of the Halifax County Board of Commissioners. In the preparation of these plans as they pertain to county organization, it is intended that the services, equipment, facilities and personnel of all existing departments and agencies shall be utilized to the fullest extent. When approved, it shall be the duty of all departments and agencies to perform the functions assigned by these plans and to maintain their portions of the plans in a current state of readiness at all times. These plans shall have the effect of law whenever a State of Emergency has been declared.
- (2) The Coordinator shall prescribe in the emergency plans those positions within the emergency organization, in addition to his own, for which lines of succession are necessary. In each instance, the responsible person will designate and keep on file with the Coordinator a current list of three (3) persons as successors to his position. The list will be in order of succession and will nearly as possible designate persons best capable of carrying out all assigned duties and functions.
- (3) Each service chief and department head assigned responsibility in the plans shall be responsible for carrying out all duties and functions assigned therein. Duties will include the organization and training of assigned employees and volunteers where needed. Each chief shall formulate the Standard Operating Procedure to implement the plans for his service.
- (4) Amendments to these Plans shall be submitted to the Coordinator. If approved, the Coordinator will then submit the amendments to the Halifax County Board of Commissioners with the Coordinator's recommendation for their approval.
- (5) When a required competency or skill for an emergency function is not available within county government, the Coordinator is authorized to seek assistance from persons outside of county government. The assignment of duties, when of a supervisory nature, shall also include granting of authority for the persons so assigned to carry out such duties prior to, during, and after the occurrence of an emergency. Such services from persons outside of government may be accepted by Halifax County on a volunteer basis. Such citizens shall be enrolled as emergency management volunteers.

Section 26.32. Violations.

Any person who violates any of the provisions of this ordinance or plans issued pursuant to the authority contained herein, or who willfully obstructs, hinders or delays any member of the emergency management organization as herein defined in the enforcement of the provisions of this ordinance or any plan issued thereunder shall be guilty of a misdemeanor punishable by a fine of five hundred dollars (\$500) and/or imprisonment of not more than thirty (30) days, as provided by G.S. 14-4.

Section 26.33. Severability.

Should any provision of this ordinance be declared invalid for any reason, such declaration shall not affect the validity of other provisions of this ordinance, as a whole, it being the legislative intent that the provisions of this ordinance shall be severable and remain valid notwithstanding such declaration.

Section 26.34. Repeal of Prior Chapter; Conflicting Ordinances, Orders, Rules and Regulations Suspended.

- (1) Chapter 26 of the Halifax County Code of Ordinances, also entitled "Civil Emergencies", is hereby repealed.
- (2) At all times when the orders, rules and regulations made and promulgated pursuant to this ordinance shall be in effect, they shall supersede all existing ordinances, orders, rules and regulations insofar as the latter may be inconsistent therewith.

Section 26.35-26.60. Reserved

Article III State of Emergency

Section 26.61. Restrictions Authorized.

- (1) A State of Emergency shall be deemed to exist whenever the Chairman of the Halifax County Board of Commissioners makes a finding and declaration that an Emergency exists.
"Emergency" is defined to mean an occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made accidental, military, paramilitary, weather-related, or riot related cause.
- (2) In the event of an existing or threatened State of Emergency endangering the lives, safety, health and welfare of the people within the county or any part thereof, or threatening damages to or destruction of property, the Chairman of the Halifax County Board of Commissioners is hereby authorized and empowered under G.S. 166A-19.22 and 166A-19.31 to make a finding of an Emergency and to issue a public declaration declaring to all persons the existence of such a State of Emergency, and, in order to more effectively protect the lives and property of people within the County, to place in effect any or all of the restrictions hereinafter authorized.
- (3) The Chairman is hereby authorized and empowered to limit by the declaration the application of all or part of such restrictions to any area specifically designated or described within the county and to specific hours of the day or night; and to exempt from all or any part of such restrictions, while acting in the line of and within the scope of their respective

duties, law enforcement officers, firemen and other public employees, rescue squad members, doctors, nurses, employees of hospitals and other medical facilities; on-duty military personnel, whether state or federal; on-duty employees of public utilities, public transportation companies and newspaper, magazine, radio broadcasting, and television broadcasting corporations operated for profit; and such other classes of persons as may be essential to the preservation of public order and immediately necessary to serve the safety, health, and welfare needs of people within the county.

Section 26.62. Declaration Imposing Prohibitions and Restrictions.

- (1) The Chairman of the Halifax County Board of Commissioners by declaration may impose the prohibitions and restrictions specified in Sections 26.63 through 26.68 of this ordinance in the manner described in those sections. The Chairman may impose as many of those specified prohibitions and restrictions as he finds are necessary or suitable, because of an emergency, to maintain an acceptable level of public order and services, and to protect lives, safety, and property. The Chairman shall recite his findings in the declaration.
- (2) The declaration shall be in writing. The Chairman shall take reasonable steps to give notice of the terms of the declaration to those affected by it and shall post a copy of it in the county courthouse. The Chairman shall send reports of the substance of the declaration to the mass communications media which serves the affected area. The Chairman shall retain a text of the declaration and furnish upon request certified copies of it.

Section 26.63. Evacuation.

The Chairman may direct and compel the voluntary or mandatory evacuation of all or part of the population of Halifax County; prescribe routes, modes of transportation, and destination in connection with evacuation; and control ingress and egress of an emergency area, the movement of persons within the area, and the occupancy of premises therein. Details of the evacuation may be set forth or amended in a subsequent declaration which shall be well publicized.

Section 26.64. Curfew.

- (1) The declaration may impose a curfew prohibiting in certain areas and during certain periods the appearance in public of anyone who is not a member of an exempted class. The declaration shall specify the geographical area or areas and the period during each 24-hour day to which the curfew applies. The Chairman may exempt from some or all of the curfew restrictions classes of people whose exemption the Chairman finds necessary for the preservation of the public health, safety, and welfare. The declaration shall state the exempted classes and the restrictions from which each is exempted.
- (2) Unless otherwise specified in the proclamation, the curfew shall apply during the specified period each day until the Chairman by declaration removes the curfew.

Section 26.65 Restrictions on Possession, Consumption, or Transfer of Alcoholic Beverages

The declaration may prohibit the possession or consumption of any alcoholic beverage; including beer, wine, and spirituous liquor other than on one's own premises, and may prohibit the transfer, transportation, sale or purchase of any alcoholic beverage within the area of the

county described in the declaration. The prohibition, if imposed, may apply to transfers of alcoholic beverages by employees of Alcoholic Beverage Control stores as well as anyone else within the geographical area described.

Section 26.66 Restrictions on Possession, Transportation, and Transfer of Dangerous Weapons and Substances

- (1) The declaration may prohibit the transportation or possession off one's own premises, or the sale or purchase of any dangerous weapon or substance. The Chairman may exempt from some or all of the restrictions classes of people whose possession, transfer, or transportation of certain dangerous weapons or substances is necessary to the preservation of the public health, safety, or welfare. The declaration shall state the exempted classes and the restrictions from which each is exempted. Notwithstanding any language herein to the contrary, this article does not authorize prohibitions or restrictions on lawfully possessed firearms or ammunition. As used in this article, "firearm" has the same meaning as it does under G.S. 14-409.39(2).
- (2) "Dangerous weapon or substance means:
 - (a) Any item described as a "Dangerous weapon or substance" as defined in G.S. 14-288.1.
 - (b) Any other instrument or substance that is capable of being used to inflict serious bodily injury or destruction of property, when the circumstances indicate that there is some probability that such instrument or substance will be so used.
 - (c) Any part or ingredient in any instrument or substance included above when the circumstances indicate a probability that such a part or ingredient will be so used.
- (3) If imposed, the restrictions shall apply throughout the jurisdiction of the county or such part thereof as designated in the declaration.

Section 26.67 Restrictions on Access to Areas

- (1) The declaration may prohibit obtaining access or attempting to obtain access to any area, designated in the manner described in this section, in violation of any order, clearly posted notice, or barricade indicating that access is denied or restricted.
- (2) Areas to which access is denied or restricted shall be designated by the Sheriff and his subordinates or other law enforcement officer when directed in the declaration to do so by the Chairman. When acting under this authority, the Sheriff and his subordinates may restrict or deny access to any area, street, highway, or location within the county if that restriction or denial of access or use is reasonably necessary to promote efforts being made to overcome the emergency or to prevent further aggravation of the emergency.

Section 26.68 Activities, etc., prohibited or restricted

- (1) The following activities or conditions may be prohibited or restricted:
 - (a) Movements of people in public places;
 - (b) The operation of offices, business establishments, and other places to or from which people may travel or at which they may congregate; and

- (c) Other activities or conditions the control of which may be reasonably necessary to maintain order and protect lives or property during the state of emergency, within the area designated in the declaration.

Section 26.69 Removal of Prohibitions and Restrictions

The Chairman shall by declaration terminate the entire declaration of emergency or remove any of the prohibitions and restrictions when the emergency no longer requires them, or when directed to do so by the Board of Commissioners.

Section 26.70 Superseding and Amendatory declaration

The Chairman, in his discretion, may invoke the restrictions authorized by this ordinance in separate declaration, and may amend any declaration by means of superseding declaration in accordance with the procedures set forth in Section 26.62.

Section 26.71 Termination of Declaration

Any declaration of a State of Emergency issued under this ordinance shall expire when it is terminated by the Chairman. Prohibitions and restrictions imposed pursuant to the authority granted by this ordinance shall expire upon the earliest occurrence of either of the following: (1) The prohibition or restriction is terminated by the Chairman; (2) The State of Emergency is terminated.

Section 26.72 In Case of Absence or Disability of Chairman

In case of the absence or disability of the Chairman, the Vice Chairman of the Board of Commissioners, or such other person as may be designated by the Board of Commissioners, shall have and exercise all of the powers herein given to the Chairman.

ARTICLE IV Penalty; Conflict With Other Ordinances; Applicability; Validity; Administrative Authority; Effective Date

Section 26.73 Penalty for Violation

Any person violating any prohibition or restriction imposed by this ordinance or a declaration authorized by this ordinance shall be guilty of a Class 2 misdemeanor, as provided by G.S. 166A-19.31 and G.S. 14-288.20A.

Section 26.74 Conflict with Other Ordinances

Whenever the provisions of this Ordinance conflict with other Ordinances of Halifax County, this Ordinance shall govern to the extent permitted by law.

Section 26.75 Territorial Applicability

This ordinance shall not apply within the corporate limits of any municipality, or within any area of the county over which the municipality has jurisdiction to enact general police-power ordinances, unless the municipality's governing body or mayor consents to or requests its application. Such consent or request may be with respect to one or more of the prohibitions and restrictions imposed by the declaration, and need not be with respect to all prohibitions and

restrictions imposed by the declaration. The application of this ordinance and any declaration adapted thereto to the corporate limits of any municipality or any area of the county over which the municipality has jurisdiction to enact general police-power ordinances shall be limited in scope to that consented to or requested by the municipality's governing body or mayor.

Section 26.76 Validity

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Commissioners hereby declares that it would have passed this ordinance and each section, subsection, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 26.77. Administration; Rules; Regulations; Procedures; Forms.

The Coordinator, with the concurrence of the County Manager and the County Emergency Services Director, is authorized to promulgate rules, regulations, procedures and forms for the efficient implementation, administration and enforcement of this Chapter, provided such rules, procedures and forms are consistent with the substantive provisions of this Chapter. All rules, procedures and forms shall be maintained in written form, readily available to the public, except for those related to emergency response plans, public security plans and arrangements, or plans to prevent or respond to terrorist activity to the extent allowed by public records law. The rules, procedures and forms promulgated under this authority shall be subject to the same procedures allowed for the enforcement of ordinances.

Section 26.78 Effective Date of Ordinance

This Ordinance shall become effective upon adoption by the Board of Commissioners.

Adopted this 12th day of August, 2019.

Vernon J. Bryant, Chairman

Attest:

Andrea H. Wiggins, Clerk to the Board

Chapter 26 - CIVIL EMERGENCIES^[1]

Footnotes:

--- (1) ---

Cross reference— Administration, ch. 2; aviation, ch. 18; emergency services, ch. 28; floods, ch. 34.

State Law reference— States of emergency, G.S. 14-288.13 et seq.; emergency management, G.S. ch. 166A.

ARTICLE I. - IN GENERAL

Secs. 26-1—26-25. - Reserved.

ARTICLE II. - STATE OF EMERGENCY

Sec. 26-26. - Restrictions authorized.

- (a) A state of emergency shall be deemed to exist whenever, during times of public crisis, disaster, rioting, catastrophe, or similar public emergency, for any reason, public safety authorities are unable to maintain public order or afford adequate protection for lives, safety or property, or whenever the occurrence of any such condition is imminent.
- (b) In the event of an existing or threatened state of emergency endangering the lives, safety, health and welfare of the people within the county or any part thereof, or threatening damages to or destruction of property, the chairperson of the board of commissioners is hereby authorized and empowered under G.S. 14-288.13 and 166A-8 to issue a public proclamation declaring to all persons the existence of such a state of emergency and, in order to more effectively protect the lives and property of people within the county, to place in effect any or all of the restrictions authorized in this article.
- (c) The chairperson is hereby authorized and empowered to limit by the proclamation authorized by subsection (b) of this section the application of all or any part of such restrictions to any area specifically designated or described within the county and to specific hours of the day or night; and to exempt from all or any part of such restrictions, while acting in the line of and within the scope of their respective duties, law enforcement officers, firefighters, and other public employees, rescue squad members, doctors, nurses, employees of hospitals and other medical facilities; on-duty military personnel, whether state or federal; on-duty employees of public utilities, public transportation companies, and newspaper, magazine, radio broadcasting, and television broadcasting corporations operated for profit; and such other classes of persons as may be essential to the preservation of public order and immediately necessary to serve the safety, health and welfare needs of the people within the county.

(Ord. of 10-5-87, § 1)

Sec. 26-27. - Proclamation imposing prohibitions and restrictions.

- (a) The chairperson of the board of commissioners, by proclamation, may impose the prohibitions and restrictions specified in sections 26-29 through 26-34, in the manner described in those sections. The chairperson may impose as many of those specified prohibitions and restrictions as he finds are necessary, because of an emergency, to maintain an acceptable level of public order and services, and to protect lives, safety and property. The chairperson shall recite his findings in the proclamation.
- (b) The proclamation shall be in writing. The chairperson shall take reasonable steps to give notice of the terms of the proclamation to those affected by it and shall post a copy of it in the county

courthouse. The chairperson shall send reports of the substance of the proclamation to the mass communications media which serves the affected area. The chairperson shall retain a text of the proclamation and furnish, upon request, certified copies of it for use as evidence.

(Ord. of 10-5-87, § 2)

Sec. 26-28. - Alternate authority.

In case of the absence or disability of the chairperson, the vice-chairperson of the board of commissioners, or such other person as may be designated by the board of commissioners, shall have and exercise all of the powers given in this article to the chairperson.

(Ord. of 10-5-87, § 12)

Sec. 26-29. - Evacuation.

The chairperson may direct and compel the evacuation of all or part of the population of the county to prescribed routes, modes of transportation, and destination, in connection with such evacuation; and to control ingress and egress of a disaster area, the movement of persons within the area, and the occupancy of premises therein. Details of the evacuation may be set forth in the proclamation or amended in a subsequent proclamation which shall be well publicized.

(Ord. of 10-5-87, § 3)

Sec. 26-30. - Curfew.

- (a) The proclamation may impose a curfew prohibiting in certain areas and during certain periods the appearance in public of anyone who is not a member of an exempted class. The proclamation shall specify the geographical area and the period during each 24-hour day to which the curfew applies. The chairperson may exempt from some or all of the curfew restrictions classes of people whose exemption the chairperson finds necessary for the preservation of the public health, safety and welfare. The proclamation shall state the exempted classes and the restrictions from which each is exempted.
- (b) Unless otherwise specified in the proclamation, the curfew shall apply during the specified period each day until the chairperson by proclamation removes the curfew.

(Ord. of 10-5-87, § 4)

Sec. 26-31. - Activities prohibited or restricted generally.

The proclamation may prohibit or restrict:

- (1) Movements of people in public places;
- (2) The operation of offices, business establishments, and other places to or from which people may travel or at which they may congregate; and
- (3) Other activities or conditions, the control of which may be reasonably necessary to maintain order and protect lives or property during the state of emergency, within the area designated in the proclamation.

(Ord. of 10-5-87, § 8)

Sec. 26-32. - Restrictions on possession, consumption, or transfer of alcoholic beverages.

The proclamation may prohibit the possession or consumption of any alcoholic beverage, including malt beverages, wine, and spirituous liquor, other than on one's own premises, and may prohibit the transfer, transportation, sale or purchase of any alcoholic beverage within the area of the county described in the proclamation. The prohibition, if imposed, may apply to transfers of alcoholic beverages by employees of alcoholic beverage control stores as well as by anyone else within the geographical area described.

(Ord. of 10-5-87, § 5)

Cross reference— Alcoholic beverages, ch. 6.

Sec. 26-33. - Restriction on possession, transportation, and transfer of dangerous weapons and substances.

- (a) The proclamation may prohibit the transportation or possession, off one's own premises, or the sale or purchase, of any dangerous weapon or substance. The chairperson may exempt from some or all of the restrictions classes of people whose possession, transfer or transportation of certain dangerous weapons or substances is necessary to the preservation of the public's health, safety or welfare. The proclamation shall state the exempted classes and the restrictions from which each is exempted.
- (b) As used in this section, "dangerous weapon or substance" means:
 - (1) Any deadly weapon, ammunition, explosive, incendiary device, radioactive material or device as defined in G.S. 14-288.8(c)(5), gasoline, or other instrument or substance designed for a use that carries a threat of serious bodily injury or destruction of property.
 - (2) Any other instrument or substance that is capable of being used to inflict serious bodily injury or destruction of property, when the circumstances indicate that there is some probability that such instrument or substance will be so used.
 - (3) Any part or ingredient in any instrument or substance included in subsection (b)(1) or (2) of this section when the circumstances indicate a probability that such a part or ingredient will be so used.
- (c) If imposed, the restrictions shall apply throughout the jurisdiction of the county, or such part thereof as may be designated in the proclamation.

(Ord. of 10-5-87, § 6)

Sec. 26-34. - Restrictions on access to designated areas.

- (a) The proclamation may prohibit obtaining access, or attempting to obtain access, to any area designated in the manner described in this section, in violation of any order, clearly posted notice, or barricade indicating that access is denied or restricted.
- (b) Areas to which access is denied or restricted shall be designated by the sheriff and his subordinates when directed in the proclamation to do so by the chairperson. When acting under this authority, the sheriff and his subordinates may restrict or deny access to any area, street, highway or location within the county if that restriction or denial of access or use is reasonably necessary to promote efforts being made to overcome the emergency or to prevent further aggravation of the emergency.

(Ord. of 10-5-87, § 7)

Sec. 26-35. - Removal of prohibitions and restrictions.

The chairperson shall, by proclamation, terminate the entire declaration of emergency or remove the prohibitions and restrictions as the emergency no longer requires them, or when directed to do so by the board of commissioners.

(Ord. of 10-5-87, § 9)

Sec. 26-36. - Superseding and amendatory proclamations.

The chairperson, in his discretion, may invoke the restrictions authorized by this article in separate proclamations, and may amend any proclamation by means of a superseding proclamation, in accordance with the procedures set forth in section 26-27.

(Ord. of 10-5-87, § 10)

Sec. 26-37. - Termination of proclamation.

Any proclamation issued under this article shall expire five days after its last imposition, unless sooner terminated in writing under the same procedures set forth in section 26-27 for proclamations.

(Ord. of 10-5-87, § 11)

Sec. 26-38. - Penalty for violation of article.

Any person violating any prohibition or restriction imposed by a proclamation authorized by this article shall be guilty of a misdemeanor, punishable upon conviction as provided in section 1-11.

(Ord. of 10-5-87, § 13)

Sec. 26-39. - Territorial applicability.

This article shall not apply within the corporate limits of any municipality, or within any area of the county over which a municipality has jurisdiction to enact general police-power ordinances, unless the municipality by resolution consents to its application, in which event this article shall apply to such areas as fully and to the same extent as elsewhere in the county.

(Ord. of 10-5-87, § 15)

Secs. 26-40—26-60. - Reserved.

ARTICLE III. - EMERGENCY MANAGEMENT

Sec. 26-61. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Attack means direct or indirect assault against the county, its government, its environs, or the nation by the forces of a hostile nation or the agents thereof, including assault by bombing, conventional or nuclear, chemical or biological warfare, or sabotage.

Coordinator shall mean the coordinator of the county emergency management agency, appointed as prescribed in this article.

Disaster means an occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or manmade accidental, military or paramilitary cause.

Emergency management in its broad meaning means to carry out the basic government functions of maintaining the public peace, health and safety during an emergency. This shall include plans and preparations for protection from, and relief, recovery and rehabilitation from, effects of an attack by the forces of an enemy nation or the agents thereof, and it shall also include such activities in connection with disaster, which include the neverending preparedness cycle of prevention, mitigation, warning, movement, shelter, emergency assistance and recovery. "Emergency management" shall not, however, include any activity that is the primary responsibility of the military forces of the United States.

Emergency management forces means the employees, equipment and facilities of all county departments, boards, councils, institutions and commissions; and, in addition, it shall include all volunteer personnel, equipment and facilities contributed by, or obtained from, volunteer persons or agencies.

Emergency management volunteer means any person duly registered, identified and appointed by the coordinator of the county emergency management agency and assigned to participate in the emergency management activity.

Regulations means and includes plans, programs and other emergency procedures deemed essential to emergency management.

Volunteer means contributing a service, equipment or facilities to the emergency management agency without remuneration.

(Ord. of 11-1-76, § 3)

Cross reference— Definitions and rules of construction generally, § 1-2.

Sec. 26-62. - Intent and purpose.

- (a) It is the intent and purpose of this article to establish an office that will ensure the complete and efficient utilization of all of the county's resources to combat disaster resulting from enemy actions or other disasters.
- (b) The county office of emergency management will be the coordinating agency for all activity in connection with emergency management; it will be the instrument through which the board of commissioners may exercise the authority and discharge the responsibilities vested in them during disaster emergencies.
- (c) This article will not relieve any county department of the moral responsibilities or authority given to it by local ordinance, nor will it adversely affect the work of any volunteer agency organized for relief in disaster emergencies.

(Ord. of 11-1-76, § 2)

Sec. 26-63. - Organization and appointments.

- (a) The organization shall consist of the following:
 - (1) An agency of emergency management within the executive department of the county government under the direction of the board of commissioners. The agency head of the emergency management agency shall be known as the coordinator, and such assistants and other employees as are deemed necessary for the proper functioning of the agency will be appointed.

- (2) The employees and resources of all county departments, boards, institutions, and councils will participate in the emergency management activities. Duties assigned to county departments shall be the same or similar to the normal duties of the department, where possible.
- (3) Volunteer personnel and agencies offering service to and accepted by the county.
- (b) The board of commissioners shall appoint a coordinator of the emergency management agency who shall be a person well versed and trained in planning operations involving the activities of many different agencies which will operate to protect the public health, safety and welfare in the event of danger from enemy action or disaster.
- (c) The coordinator shall designate and appoint deputy coordinators to assume the emergency duties of the coordinator in the event of his absence or inability to act.

(Ord. of 11-1-76, § 4)

Sec. 26-64. - Coordinator—Emergency powers and duties.

- (a) During any period when the county has been struck by disaster, the emergency management coordinator may promulgate such regulations as he deems necessary to protect life and property and preserve critical resources. This promulgation of regulations solely by the coordinator will be only when immediacy of necessary action precludes contact and discussion with the county commissioners. Such regulations may include, but shall not be limited to, the following:
 - (1) Regulations prohibiting or restricting the movement of vehicles in order to facilitate the work of emergency management forces, or to facilitate the mass movement of persons from critical areas within the county.
 - (2) Regulations pertaining to the movement of persons from areas deemed to be hazardous or vulnerable to disaster.
 - (3) Such other regulations as are necessary to preserve public peace, health and safety.
- (b) Regulations promulgated in accordance with the authority provided in this section will be given widespread circulation through all avenues of the news media.

(Ord. of 11-1-76, § 5)

Cross reference— Administration, ch. 2.

Sec. 26-65. - Same—Day-to-day duties and responsibilities.

The coordinator shall be responsible to the board of commissioners in regard to all phases of the emergency management activity. The coordinator shall be responsible for the planning, coordination and operation of the emergency management activities in the county. The coordinator shall maintain liaison with the state and federal authorities and the authorities of nearby political subdivision so as to ensure the most effective operation of the emergency management plans. The coordinator's duties shall include, but not be limited to, the following:

- (1) Coordinating the recruitment of volunteer personnel and agencies to augment the personnel and facilities of the county for emergency management purposes.
- (2) Development and coordination of plans for the immediate use of all facilities, equipment, personnel and other resources of the county for the purpose of minimizing or preventing damage to persons and property, and for protecting and restoring to usefulness governmental services and public utilities necessary for the public health, safety and welfare.

- (3) Negotiating and concluding agreements with owners or persons in control of building or other property for the use of such building or other property for emergency management purposes and designating suitable buildings as public shelters.
- (4) Through public informational programs, educating the populace as to actions necessary and required for the protection of their persons and property in case of enemy attack or disaster, either impending or present.
- (5) Conducting public practice alerts to ensure the efficient operation of the forces and to familiarize residents with emergency management regulations, procedures and operations.
- (6) Coordinating the activity of all other public and private agencies engaged in any emergency management activities.

(Ord. of 11-1-76, § 6)

Sec. 26-66. - Emergency management plans.

- (a) Comprehensive emergency management plans shall be adopted and maintained by resolution of the board of commissioners. In the preparations of these plans as it pertains to city and county organization, it is intended that the services, equipment and facilities, and personnel of all existing departments and agencies shall be utilized to the fullest extent. When approved, it shall be the duty of all county departments and agencies to perform the functions assigned by these plans and to maintain their portions of the plans in a current state of readiness at all times. The basic emergency operations plan and disaster operations plan shall have the effect of law whenever a disaster has been proclaimed.
- (b) The coordinator shall prescribe in the emergency plans those positions within the disaster organization, in addition to his own, for which lines of succession are necessary. In each instance, the responsible person will designate and keep on file with the coordinator a current list of three persons as successors to his position. The list will be in order of succession and will as nearly as possible designate persons best capable of carrying out all assigned duties and functions.
- (c) Each service chief and department head assigned responsibility in the basic plan shall be responsible for carrying out all duties and functions assigned therein. Duties will include the organization and training of assigned employees and, where needed, volunteers. Each chief shall formulate the operational plan for his service which, when approved, shall be an annex to and a part of the basic plan.
- (d) Amendments to the basic plan shall be submitted to the coordinator. If approved, the coordinator will then submit the amendments to the board of commissioners with his recommendation for their approval. Such amendments shall take effect 30 days from the date of approval.
- (e) When a required competency or skill for a disaster function is not available within local government, the coordinator is authorized to seek assistance from persons outside of government. The assignment of duties, when of a supervisory nature, shall also grant authority for the persons so assigned to carry out such duties prior, during and after the occurrence of a disaster. Such services from persons outside of government may be accepted by local government on a volunteer basis. Such citizens shall be enrolled as emergency management volunteers in cooperation with the heads of the local government departments affected.

(Ord. of 11-1-76, § 7)

Sec. 26-67. - No county or private liability.

- (a) This article is an exercise by the county of its governmental functions for the protection of the public peace, health and safety, and neither the county nor its agents and representatives, or any individual, receiver, firm, partnership, corporation, association, or trustee, or any of the agents

thereof, in good faith carrying out, complying with or attempting to comply with any order, rule or regulation promulgated pursuant to the provisions of this article shall be liable for any damage sustained to persons or property as the result of such activity.

- (b) Any person owning or controlling real estate or other premises or personal property who voluntarily and without compensation grants the county the right to inspect, designate and use the whole or any part of such real estate or premises or personal property for the purpose of sheltering persons during an actual, impending or practice disaster situation shall not be civilly liable for the death of, or injury to, any persons on or about such real estate or premises or personal property under such license, privilege or other permission; or for loss of, or damage to, the property of such person.

(Ord. of 11-1-76, § 8)

Sec. 26-68. - Conflicting regulations suspended.

At all times when the orders, rules and regulations made and promulgated pursuant to this article shall be in effect, they shall supersede all existing ordinances, orders, rules and regulations insofar as the latter may be inconsistent therewith.

(Ord. of 11-1-76, § 11)

Sec. 26-69. - Violation of regulations.

It shall be unlawful for any person to violate any of the provisions of this article or of the regulations or plans issued pursuant to the authority contained in this article, or to willfully obstruct, hinder or delay any member of the emergency management organization in the enforcement of the provisions of this article or any regulation or plan issued thereunder.

(Ord. of 11-1-76, § 9)



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: August 12, 2019 Regular Meeting

SUPPORTING INFORMATION:

Attached, please find the Board Appointments.

ATTACHMENTS:

Description

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

TOTAL COST:

COUNTY COST:

REQUEST: Approve the Board Appointments that require action.

BOARD APPOINTMENTS

- A. Voluntary Agriculture District Board
- B. Board Vacancies Without Recommendations
- C. September 2019 Board Appointments

MEMORANDUM

TO: HALIFAX COUNTY COMMISSIONERS

FROM: ANDREA H. WIGGINS, CLERK TO THE BOARD

SUBJECT: VOLUNTARY AGRICULTURE DISTRICT BOARD

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

Troy Fulkerson and Mike Hale

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

- Receive nominations to waive the term limits and reappoint Troy Fulkerson and Mike Hale

Voluntary Agriculture District Board

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

MEMORANDUM

TO: HALIFAX COUNTY COMMISSIONERS

FROM: ANDREA H. WIGGINS, CLERK TO THE BOARD

SUBJECT: BOARD VACANCIES WITHOUT RECOMMENDATIONS

For Information Only – No Action Required

No action is necessary at this time unless a member of the Board has a recommendation for an appointment.

According to our records, the **Adult Care Home Advisory Committee** has one position that is appointed by the Board of Commissioners that is vacant:

Fred Brown

According to our records, the **Community Child Protection Team** has two positions that are appointed by the Board of Commissioners that are vacant:

Susan Horrell and Lakeshia Jones

According to our records, the **EMS Advisory Committee** has eight positions that are appointed by the Board of Commissioners that are vacant:

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

According to our records, the **Five County Community Operations Center Oversight Board** has one position that is appointed by the Board of Commissioners that is vacant:

Dean Smith

According to our records, the **Halifax County Board of Adjustment** has one position that is appointed by the Board of Commissioners that is vacant:

Thomas Myrick, Jr.

Continued

According to our records, the **Halifax County Council on Aging** has one position that is appointed by the Board of Commissioners that is vacant:

Jennifer Cooper

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

George Branch, Jr. and Doris Richardson

According to our records, the **Halifax County Joseph Montfort Amphitheater Advisory Board** has one position that is appointed by the Board of Commissioners that is vacant:

Christopher Mayo

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

Edward Lee Clements and Alternates

According to our records, the **Industrial Facilities and Pollution Control Financing Authority** has one position that is appointed by the Board of Commissioners that is vacant:

Rick Gilstrap

According to our records, the **Juvenile Crime Prevention Council** has nine positions that are appointed by the Board of Commissioners that are vacant:

Diane Pridgen, Fred Draper, Ronna Graham, Linda Vaughan, Janyah Alston, Niasia Anthony,
Bettina Flood, Levi Scott, and Clarette Glenn

According to our records, the **Nursing Home Community Advisory Committee** has three positions that are appointed by the Board of Commissioners that are vacant:

Delores McGriff, Nannie Lynch, and Hattie Squire

According to our records, the **Roanoke Rapids Board of Adjustment** has one position that is appointed by the Board of Commissioners that is vacant:

Tillman Long

Continued

According to our records, the **Roanoke Rapids Planning Board** has two positions that are appointed by the Board of Commissioners that are vacant:

Tillman Long and Robert Moore, Jr.

According to our records, the **Solid Waste Advisory Board** has two positions that are appointed by the Board of Commissioners that are vacant:

Bill Dickens and John Lovett

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>

EMS Advisory Committee

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

Five County Community Oper. Center Oversight Board

1	Dean Smith (vacant) <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	Black Female	3/18/2019	through 1/31/2020	Appointed by: Northampton County Commissioners	
				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 Margaretsville	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	Edward Lee Halifax	Clements (Vacant)	Member White Male	2/1/2019	through 1/31/2022	Appointed by: Halifax County Commissioners	
				Term Number: 3		Eligible for reappointment?	No
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 ol <i>Black Female</i>	3/10/2014 through 1/31/2016 Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
5	Niasia Anthony (Vacant) <i>Scotland Neck</i>	Representative under 18 years ol <i>Black Female</i>	2/1/2014 through 1/31/2016 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
1	Bettina Flood (Vacant) <i>Halifax</i>	Juvenile Defense Attorney <i>Black Female</i>	2/1/2014 through 1/31/2016 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
26	Levi Scott (Vacant) <i>Enfield</i>	Business Community Member <i>Black Male</i>	8/3/2015 through 1/31/2016 Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
12	Clarette Glenn (Vacant) <i>Henderson</i>	Mental Health Representative <i>Black Female</i>	2/1/2017 through 1/31/2019 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
3	Ellen Burnette <i>Roanoke Rapids</i>	At-Large Member <i>White Female</i>	2/1/2018 through 1/31/2020 Term Number: 6	Appointed by: Halifax County Commissioners Eligible for reappointment? No
6	Anzell Harris <i>Halifax</i>	Halifax Sheriff Office <i>Black Male</i>	2/1/2018 through 1/31/2020 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
8	Joe Long <i>Halifax</i>	Parks & Recreation Representati <i>White Male</i>	2/1/2018 through 1/31/2020 Term Number: 11	Appointed by: Halifax County Commissioners Eligible for reappointment? No
4	Joseph Sandoval <i>Weldon</i>	Faith Community Representative <i>White Male</i>	2/1/2018 through 1/31/2020 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
14	Valerie Asbell <i>Halifax</i>	District Attorney <i>White Female</i>	2/1/2019 through 1/31/2021 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
20	Brenda Branch <i>Roanoke Rapids</i>	District Court Judge <i>Black Female</i>	2/1/2019 through 1/31/2021 Term Number: 6	Appointed by: Halifax County Commissioners Eligible for reappointment? No
13	Tony N. Brown <i>Halifax</i>	County Manager <i>Black Male</i>	2/1/2019 through 1/31/2021 Term Number: 6	Appointed by: Halifax County Commissioners Eligible for reappointment? No

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

Nursing Home Advisory Committee

5	Carolyn Littleton	Johnson	Ex-Officio Black Female		through Term Number:	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
3	Delores Enfield	McGriff (vacant)	Member Other Female	9/3/2013	through 6/30/2014 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
1	Nannie Hollister	Lynch (vacant)	Member Black Female	7/1/2012	through 6/30/2015 Term Number: 4	Appointed by: Halifax County Commissioners Eligible for reappointment? No
7	Hattie Roanoke Rapids	Squire (Vacant)	Member Black Female	7/1/2012	through 6/30/2015 Term Number: 4	Appointed by: Halifax County Commissioners Eligible for reappointment? No
6	Prudence Littleton	Boseman	Member White Female	2/1/2016	through 6/30/2018 Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
2	Clarence Scotland Neck	Pender	Member Black Male	7/1/2017	through 6/30/2020 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
4	Isabelle Scotland Neck	Pender	Member Black Female	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 Enfield	Dickens (vacant)	Enfield White Male	2/1/2011 through 1/31/2014 Term Number: 4	Appointed by: Halifax County Commissioners Eligible for reappointment? No
11	John Halifax	Lovett (vacant)	Member White Male	2/1/2011 through 1/31/2014 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? No
2	Danny Roanoke Rapids	Acree	Roanoke Rapids White Male	2/1/2017 through 1/31/2020 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
6	Jeffrey Weldon	Elks	Weldon White Male	2/1/2017 through 1/31/2020 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
8	Gregory Enfield	Griffin	Ex-Officio White Male	2/1/2017 through 1/31/2020 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
3	James Scotland Neck	Gunnells	Scotland Neck White Male	2/1/2017 through 1/31/2020 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
7	Al Littleton	Haskins	At-Large Member White Male	2/1/2017 through 1/31/2020 Term Number: 4	Appointed by: Halifax County Commissioners Eligible for reappointment? No
1	Ann Littleton	Jackson	At-Large Member White Female	2/1/2017 through 1/31/2020 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
9	John Scotland Neck	Smith	At-Large Member Black Male	2/1/2017 through 1/31/2020 Term Number: 7	Appointed by: Halifax County Commissioners Eligible for reappointment? No
4	Robert Hobgood	Sykes, Jr.	Hobgood White Male	2/1/2017 through 1/31/2020 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
10	Betty Littleton	Willis	Littleton White Female	2/1/2017 through 1/31/2020 Term Number: 5	Appointed by: Halifax County Commissioners Eligible for reappointment? No

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

MEMORANDUM

TO: HALIFAX COUNTY COMMISSIONERS

FROM: ANDREA H. WIGGINS, CLERK TO THE BOARD

SUBJECT: SEPTEMBER 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 Parks and Recreation Advisory Board has two members that are appointed by the Board of Commissioners with terms that will expire on September 30, 2019:

Delores Amason and Jennifer Fields

According to our records, the Scotland Neck Planning Board has one member that is appointed by the Board of Commissioners with a term that will expire on September 30, 2019:

Linda Clark

Parks and Recreation Advisory Board

6	Delores <i>Halifax</i>	Amason	Member <i>Black Female</i>	10/1/2016 through 9/30/2019 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
8	Jennifer <i>Hobgood</i>	Fields	Member <i>Black Female</i>	10/1/2016 through 9/30/2019 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
5	Audrey <i>Roanoke Rapids</i>	Hardy	Member <i>Black Female</i>	10/1/2017 through 9/30/2020 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
10	Lavern <i>Weldon</i>	Harris	Member <i>Black Female</i>	10/1/2017 through 9/30/2020 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
4	Bettie <i>Halifax</i>	Moore	Member <i>Black Female</i>	10/1/2017 through 9/30/2020 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
1	Regina <i>Roanoke Rapids</i>	Reaves	Member <i>White Female</i>	10/1/2017 through 9/30/2020 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
9	Willis <i>Enfield</i>	Richardson	Member <i>Black Male</i>	11/6/2017 through 9/30/2020 <i>Term Number: 0</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
7	Carolyn <i>Roanoke Rapids</i>	Battle	Member <i>Black Female</i>	11/5/2018 through 9/30/2021 <i>Term Number: 0</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
3	Hattie <i>Scotland Neck</i>	Staton	Member <i>Black Female</i>	12/3/2018 through 9/30/2021 <i>Term Number: 0</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
2	Paul <i>Halifax</i>	Walden	Member <i>Black Male</i>	10/1/2018 through 9/30/2021 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>

Scotland Neck Planning Board

1	Linda Clark <i>Scotland Neck</i>	ETJ Member <i>White Female</i>	10/1/2016 through 9/30/2019 <i>Term Number: 6</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
2	Larry Pendleton <i>Scotland Neck</i>	ETJ Member <i>White Male</i>	10/1/2017 through 9/30/2020 <i>Term Number: 7</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
3	Joey Josey <i>Scotland Neck</i>	ETJ Member <i>White Male</i>	10/1/2018 through 9/30/2021 <i>Term Number: 8</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
4	James Wiggins <i>Scotland Neck</i>	ETJ Member <i>Black Male</i>	10/1/2018 through 9/30/2021 <i>Term Number: 6</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>



AGENDA
Halifax County Board of Commissioners
Regular Meeting

TO: Halifax County Board of Commissioners

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

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

SUBJECT: Ratification of Resolution Related to CDBG Application Related to JBB Packaging LLC

DATE: August 12, 2019 Regular Meeting

SUPPORTING INFORMATION:

Prior to their execution by Chairman Bryant I reviewed a number of documents related to our application to the NC Dept. of Commerce for approval of a Community Development Block Grant to benefit JBB Packaging LLC. One of the documents I approved for execution by Chairman Bryant was the attached resolution. Unfortunately I misread the resolution to be a certification that the board of commissioners had conducted the appropriate public hearings (held on September 4, 2018, and April 29, 2019) and authorized application for the grant (on April 29, 2019), and further certifying that the county would comply with all grant requirements. Based upon my review and approval of the application documents as a whole, Chairman Bryant signed this document. However, as you can see, this document is actually a resolution which required your formal approval. It has already been submitted with the grant application. I am requesting that you ratify and affirm the resolution as board action effective June 3, 2019.

ATTACHMENTS:

Description

- ▢ June 3, 2019 Resolution
- ▢ Resolution to Ratify and Affirm the June 3, 2019 resolution

TOTAL COST:NA

COUNTY COST:NA

REQUEST: Adopt the attached "Resolution to Ratify and Affirm Prior Resolution Related to Application to N.C. Dept. of Commerce for CDBG Funding to Benefit JBB Packaging LLC."

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

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

RESOLUTION FOR HALIFAX COUNTY APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR THE JBB PACKAGING BUILDING RENOVATION PROJECT

WHEREAS, the Halifax County Board of Commissioners has previously indicated its desire to assist in economic development efforts within the County; and

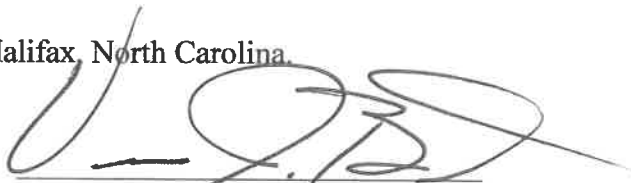
WHEREAS, the Halifax County Board of Commissioners has held two public hearings concerning the proposed application for Community Development Block Grant funding to benefit JBB Packaging LLC; and

WHEREAS, the Halifax County Board of Commissioners will pursue a formal application for Community Development Block Grant funding to benefit JBB Packaging LLC; and

WHEREAS, the Halifax County Board of Commissioners certifies it will meet all federal regulatory and statutory requirements of the Small Cities Community Development Block Grant Program.

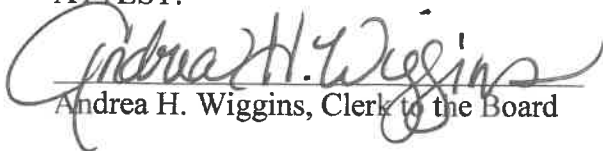
NOW, THEREFORE BE IT RESOLVED, by the Halifax County Board of Commissioners that Halifax County has authorized the submission of a formal application to the North Carolina Department of Commerce for approval of a Community Development Block Grant for Economic Development to benefit JBB Packaging LLC.

Adopted this the 3rd day of June, 2019 in Halifax, North Carolina.



Vernon J. Bryant, Chairman

ATTEST:



Andrea H. Wiggins, Clerk to the Board

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.

In God We Trust

RESOLUTION TO RATIFY AND AFFIRM
PRIOR RESOLUTION RELATED TO APPLICATION TO N.C. DEPT. OF COMMERCE
FOR CDBG FUNDING TO BENEFIT JBB PACKAGING LLC

WHEREAS, on September 4, 2018, the Halifax County Board of Commissioners (the Board) conducted a public hearing related to the 2018 Community Development Block Grant Program; and

WHEREAS, on April 29, 2019, the Board conducted a public hearing on a proposed application to the N. C. Department of Commerce, Rural Division, for approval of a Community Development Block Grant Building Reuse Grant (CDBG Building Reuse Grant) for the benefit of JBB Packaging LLC in the amount of \$750,000; and

WHEREAS, on April 29, 2019, the Board authorized application for the CDBG Building Reuse Grant; and

WHEREAS, among numerous documents submitted with the CDBG Building Reuse Grant application was a particular document entitled "Resolution for Halifax County Application For Community Development Block Grant Funding for the JBB Packaging Building Renovation Project", a copy of which, dated June 3, 2019, is attached to this resolution; and

WHEREAS, through inadvertence the June 3, 2019 resolution was not formally presented to the Board for adoption; and

WHEREAS, the Board desires to ratify and affirm the June 3, 2019 resolution as its official act effective as of June 3, 2019;

NOW, THEREFORE, the Halifax County Board of Commissioners does hereby ratify and affirm the resolution attached hereto entitled "Resolution for Halifax County Application for Community Development Block Grant Funding for the JBB Packaging Building Renovation Project", dated June 3, 2019, as an official action of the Board relating back to and effective as of June 3, 2019.

Adopted this 12th day of August, 2019.

Vernon J. Bryant, Chairman
Halifax County Board of Commissioners

Attest:

Andrea H. Wiggins, Clerk to the Board

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

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

RESOLUTION FOR HALIFAX COUNTY APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR THE JBB PACKAGING BUILDING RENOVATION PROJECT

WHEREAS, the Halifax County Board of Commissioners has previously indicated its desire to assist in economic development efforts within the County; and

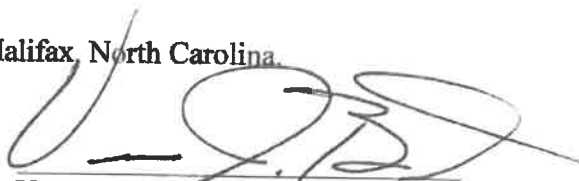
WHEREAS, the Halifax County Board of Commissioners has held two public hearings concerning the proposed application for Community Development Block Grant funding to benefit JBB Packaging LLC; and

WHEREAS, the Halifax County Board of Commissioners will pursue a formal application for Community Development Block Grant funding to benefit JBB Packaging LLC; and

WHEREAS, the Halifax County Board of Commissioners certifies it will meet all federal regulatory and statutory requirements of the Small Cities Community Development Block Grant Program.

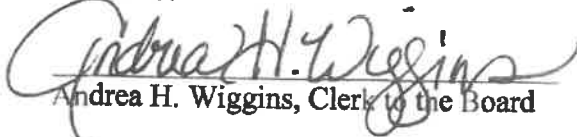
NOW, THEREFORE BE IT RESOLVED, by the Halifax County Board of Commissioners that Halifax County has authorized the submission of a formal application to the North Carolina Department of Commerce for approval of a Community Development Block Grant for Economic Development to benefit JBB Packaging LLC.

Adopted this the 3rd day of June, 2019 in Halifax, North Carolina.



Vernon J. Bryant, Chairman

ATTEST:



Andrea H. Wiggins, Clerk to the Board

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.

In God We Trust



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: August 12, 2019 Regular Meeting

SUPPORTING INFORMATION:

The draft minutes of the May 6, 2019 and June 3, 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 minutes of the May 6, 2019 and June 3, 2019 Closed Session Meetings.