

# 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

## Tuesday September 3, 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](http://www.halifaxnc.com)

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

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### Call to Order

**Chairman Vernon J. Bryant**

### Invocation and Pledge of Allegiance

### Adoption of the Agenda

### Conflict of Interest

**Chairman Vernon J. Bryant**

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

### Statement From The Chairman

#### 1. Consent Agenda

**County Commissioners**

- A. Approval of Minutes
- B. Property Tax Refunds and Releases - August 2019
- C. Acceptance of Technology Grant
- D. Budget Amendments

#### 2. Special Recognition

- A. Retirement Resolution - Sadie D. Batts, Information Technology Services Department
- B. Retirement Resolution - Bernard R. Manley

**County Commissioners**

**County Commissioners**

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

- A. Public Comment Period

#### 4. Agenda Items

- A. Approval of Asset Purchase Agreement Related to Home Health and Hospice of Halifax **M. Glynn Rollins, Jr., County Attorney**
- B. HCC - Community Education Centers **Dr. Michael A. Elam, President/CEO**
- C. Surplus Vehicle Donation to HCC **Dia H. Denton, Deputy County**

**5. Board Appointments**

- A. Board Appointments

**County Commissioners**

**6. Economic Development Report**

**7. County Manager's Report**

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

**8. County Attorney's Report**

**9. Other Business**

**County Commissioners**

**10. Closed Session**

**County Commissioners**

- A. Approval of Closed Session Minutes

**11. Adjourn**

**County Commissioners**

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

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

**TO:** Halifax County Board of Commissioners

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

**SUBJECT:** Approval of Minutes

**DATE:** September 3, 2019 Regular Meeting

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**SUPPORTING INFORMATION:**

Attached, please find draft minutes for your review.

**ATTACHMENTS:**

Description

- ▢ June 25, 2019 Special Meeting
- ▢ July 8, 2019 Regular Meeting
- ▢ July 23, 2019 Regular Meeting

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**TOTAL COST:**

**COUNTY COST:**

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**REQUEST:** Approve the draft minutes.

**MINUTES  
HALIFAX COUNTY  
BOARD OF COMMISSIONERS  
SPECIAL MEETING  
JUNE 25, 2019**

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

The Halifax County Board of Commissioners held a Special Meeting on Tuesday, June 25, 2019, at 5:30 P. M. in the Historic Courthouse, Halifax, North Carolina.

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

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

**ABSENT:** Dia H. Denton, Deputy County Manager

**Call to Order**

Chairman Bryant called the meeting to order.

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

Chairman Bryant stated that the Special Meeting was called Pursuant to N. C. G. S. §153A-40(b). He requested that each member of the Board sign the Certification of Receipt of Notice of Special Meeting Pursuant to N. C. G. S. §153A-40(b), which is attached to these minutes as Attachment A.



**Invocation and Pledge of Allegiance**

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

**Adoption of the Agenda**

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

**Conflict of Interest**

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

**1. Agenda Item**

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

Tony N. Brown, County Manager, addressed the Board stating that the purpose of the special meeting was to alleviate confusion and receive clarification regarding the intent of the Board to include in the adopted FY 2019-2020 Budget Ordinance an increase in the tax percentage in the six-mile fire tax district served by the Enfield Fire Department, Inc. Ronnie Locke, Chief of Operations, and William Crickmore, Captain and Training Officer, Enfield Fire Department, Inc., addressed the Board during the April 16, 2019 Regular Meeting and the April 29, 2019 Regular Meeting requesting 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 that was included in the adopted FY 2019-2020 Budget Ordinance during the June 17, 2019 Regular Meeting. The 8.9¢ per \$100 increase was being requested in order to provide the following: 1. Provide two on-duty personnel to service the citizens and community in regards to fire and EMS first responder incidents. 2. Improve the insurance rating of the fire district. 3. Provide on-duty personnel to maintain the facility and equipment.

A brief discussion was held by the Board regarding the clear direction provided to the County Manager and Management Team during the April 29, 2019 Regular Meeting as it was the consensus of the Board to deny the request for an increase in the tax percentage in the six-mile fire tax district served by the Enfield Fire Department, Inc. Mr. Brown responded that the direction from the Board was not clear during discussions with Management Team; therefore, he advised the Board during the June 17, 2019 Regular Meeting that the request of the Enfield Fire Department was included in the FY 2019-2020 Budget Ordinance, which was subsequently adopted by the Board. Members of the Board expressed responsibility in regards to adopting the FY 2019-2020 Budget Ordinance and not questioning Mr. Brown's statement regarding the inclusion of the Enfield Fire Department request. It was suggested that if there was some ambiguity regarding the direction of the Board that the County Manager and Management Team had the ability to listen to the electronic recording of the meeting.

Chairman Bryant requested the pleasure of the Board regarding this matter. Attorney Rollins stated that if the Board anticipated taking some action other than discussing the request of the Enfield Fire Department and intended to amend the adopted FY 2019-2020 Budget Ordinance, a motion would be needed to amend the agenda to include other business. Ronnie Locke, Chief of Operations, Enfield Fire Department, requested an opportunity to address the Board. It was the consensus of the Board to allow Mr. Locke to address the Board.

Ronnie Locke, Chief of Operations, Enfield Fire Department, addressed the Board and stated that he was present during the June 17, 2019 Regular Meeting when the County Manager advise that the Enfield Fire Department, Inc., Six Mile Fire Tax District was included in the Budget Ordinance and the Budget Ordinance was adopted. Mr. Locke advised that the Board could not rescind its motion to amend the FY 2019-2020 Budget Ordinance to exclude the Enfield Fire Department, Inc., Six Mile Fire Tax District increase. He then read the following: N. C. G. S. §159-15. Amendments to the Budget Ordinance. Except as otherwise restricted by law, the governing board may amend the budget ordinance at any time after the ordinance's adoption in any manner, so long as the ordinance, as amended, continues to satisfy the requirements of N. C. G. S. § 159-8 and N. C. G. S. §159-13. However, except as otherwise provided in this section, no amendment may increase or reduce a property tax levy or in any manner alter a property taxpayer's liability, unless the board is ordered to do so by a court of competent jurisdiction, or by a State agency having the power to compel the levy of taxes by the board. He requested that before the Board take action on this matter that the County Attorney review the North Carolina General Statute. Montrè Freeman, Town of Enfield Administrator, and Wayne Anderson, Town of Enfield Mayor, concurred with Mr. Locke.

After a brief recess, M. Glynn Rollins, Jr., County Attorney, read the following three statutes: N. C. G. S. §105-347 Levy of Taxes and Presumption of Notice. Each year, not later than the date prescribed by applicable law or in the absence of specific statutory provisions, not later than the first day of August, the tax levying authorities of counties and municipalities shall levy on property rates of taxes, not exceeding any constitutional or statutory limits, necessary to meet the general and other legally authorized expenses of the taxing units. N. C. G. S. §159-13 The budget ordinance form, adoption, limitations, tax levy, filing. (a) Not earlier than 10 days after the day the budget is presented to the board and not later than July 1, the governing board shall adopt a budget ordinance making appropriations and levying taxes for the budget year in such sums as the board may consider sufficient and proper, whether greater or less than the sums recommended in the budget. N. C. G. S. §159-15. Amendments to the budget ordinance. Except as otherwise restricted by law, the governing board may amend the budget ordinance at any time after the ordinance's adoption in any manner, so long as the ordinance, as amended, continues to satisfy the requirements of N. C. G. S. §159-8 and N. C. G. S. §159-13. However, except as otherwise provided in this section, no amendment may increase or reduce a property tax levy or in any manner alter a property taxpayer's liability, unless the board is ordered to do so by a court of competent jurisdiction, or by a State agency having the power to compel the levy of taxes by the board.

Attorney Rollins stated that during the June 17, 2019 Regular Meeting, the Board adopted the FY 2019-2020 Budget Ordinance which included an increase in the tax percentage in the six-mile fire tax district served by the Enfield Fire Department, Inc., that could not be

amended during the current fiscal year. A brief discussion was held regarding this matter.

**2. Adjourn until July 8, 2019 Regular Meeting**

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

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Vernon J. Bryant, Chairman  
Halifax County Board of Commissioners

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

Attachment A

## Halifax County Board of Commissioners



### CERTIFICATION OF RECEIPT OF NOTICE OF SPECIAL MEETING PURSUANT TO G.S. 153A-40(b)

Date of Meeting: 6/25/19 Time of Meeting: 5:30 o'clock P. M.  
Place of Meeting: Commission Meeting Room  
10 N King St

#### Certification of Receipt [please check one of the two boxes below]:

I certify that

- ☒ a hard copy of the Notice of Special Meeting was personally delivered to me not less than 48 hours before the meeting.
- ☐ a hard copy of the Notice of Special Meeting was left at my usual dwelling place not less than 48 hours before the meeting.

#### Certification of Non-Receipt [if applicable, please check one of the two boxes below]:

- ☐ I did not receive a hard copy of the Notice of Special Meeting 48 hours before the meeting but I waive any further notice.
- ☐ I did not receive a hard copy of the Notice of Special Meeting 48 hours before the meeting and I do not waive my right to notice.

#### IN ADDITION, if you will be unable to attend the special meeting, please consider the following:

- ☐ Although I received or waived notice of the special meeting, I am unable to attend. However, pursuant to G.S. 153A-40(b), in order that the Board may consider business other than that specified in the Notice of Special Meeting, I waive any objection I may have to the consideration of such other business.

Signed: [Signature]  
Print Name: J. Rives Manning Jr

Date: 6/25/19

Attachment A

## Halifax County Board of Commissioners



### CERTIFICATION OF RECEIPT OF NOTICE OF SPECIAL MEETING PURSUANT TO G.S. 153A-40(b)

Date of Meeting: 6-25-19 Time of Meeting: 5:30 o'clock        M.

Place of Meeting: Old Court House

**Certification of Receipt** [please check one of the two boxes below]:

I certify that

- ☒ a hard copy of the Notice of Special Meeting was personally delivered to me not less than 48 hours before the meeting.
- ☐ a hard copy of the Notice of Special Meeting was left at my usual dwelling place not less than 48 hours before the meeting.

**Certification of Non-Receipt** [if applicable, please check one of the two boxes below]:

- ☐ I did not receive a hard copy of the Notice of Special Meeting 48 hours before the meeting but **I waive any further notice.**
- ☐ I did not receive a hard copy of the Notice of Special Meeting 48 hours before the meeting and **I do not waive my right to notice.**

**IN ADDITION, if you will be unable to attend the special meeting, please consider the following:**

- ☐ Although I received or waived notice of the special meeting, I am unable to attend. However, pursuant to G.S. 153A-40(b), in order that the Board may consider business other than that specified in the Notice of Special Meeting, I waive any objection I may have to the consideration of such other business.

Signed: [Signature]

Date: 6-25-19

Print Name: Carolyn C. Johnson

Attachment A

## Halifax County Board of Commissioners



### CERTIFICATION OF RECEIPT OF NOTICE OF SPECIAL MEETING PURSUANT TO G.S. 153A-40(b)

Date of Meeting: 6/25/19 Time of Meeting: 5:30 o'clock P. M.  
Place of Meeting: Halifax County Historic Courthouse  
Halifax, NC

**Certification of Receipt** [please check one of the two boxes below]:

I certify that

- ☐ a hard copy of the Notice of Special Meeting was personally delivered to me not less than 48 hours before the meeting.
- ☒ a hard copy of the Notice of Special Meeting was left at my usual dwelling place not less than 48 hours before the meeting. (Office) MS.

**Certification of Non-Receipt** [if applicable, please check one of the two boxes below]:

- ☐ I did not receive a hard copy of the Notice of Special Meeting 48 hours before the meeting but **I waive any further notice.**
- ☐ I did not receive a hard copy of the Notice of Special Meeting 48 hours before the meeting and **I do not waive my right to notice.**

**IN ADDITION**, if you will be unable to attend the special meeting, please consider the following:

- ☐ Although I received or waived notice of the special meeting, I am unable to attend. However, pursuant to G.S. 153A-40(b), in order that the Board may consider business other than that specified in the Notice of Special Meeting, I waive any objection I may have to the consideration of such other business.

Signed: Marcelle O. Smith  
Print Name: Marcelle O. Smith

Date: 6/25/19



Attachment A

## Halifax County Board of Commissioners



### CERTIFICATION OF RECEIPT OF NOTICE OF SPECIAL MEETING PURSUANT TO G.S. 153A-40(b)

Date of Meeting: 6-25-19 Time of Meeting: 5 o'clock 30 . M.

Place of Meeting: Historic Courthouse

**Certification of Receipt** [please check one of the two boxes below]:

I certify that

- ☒ a hard copy of the Notice of Special Meeting was personally delivered to me not less than 48 hours before the meeting.
- ☒ a hard copy of the Notice of Special Meeting was left at my usual dwelling place not less than 48 hours before the meeting.

**Certification of Non-Receipt** [if applicable, please check one of the two boxes below]:

- ☐ I did not receive a hard copy of the Notice of Special Meeting 48 hours before the meeting but **I waive any further notice.**
- ☐ I did not receive a hard copy of the Notice of Special Meeting 48 hours before the meeting and **I do not waive my right to notice.**

**IN ADDITION**, if you will be unable to attend the special meeting, please consider the following:

- ☐ Although I received or waived notice of the special meeting, I am unable to attend. However, pursuant to G.S. 153A-40(b), in order that the Board may consider business other than that specified in the Notice of Special Meeting, I waive any objection I may have to the consideration of such other business.

Signed: T. Patrick Qualls

Date: 6-25-19

Print Name: T. Patrick Qualls

Attachment A

## Halifax County Board of Commissioners



### CERTIFICATION OF RECEIPT OF NOTICE OF SPECIAL MEETING PURSUANT TO G.S. 153A-40(b)

Date of Meeting: 6/25/19 Time of Meeting: 5:30 o'clock P. M.  
Place of Meeting: Halifax County Historic Courthouse,  
Halifax NC

**Certification of Receipt** [please check one of the two boxes below]:

I certify that

- ☐ a hard copy of the Notice of Special Meeting was personally delivered to me not less than 48 hours before the meeting.
- ☒ a hard copy of the Notice of Special Meeting was left at my usual dwelling place not less than 48 hours before the meeting.

**Certification of Non-Receipt** [if applicable, please check one of the two boxes below]:

- ☐ I did not receive a hard copy of the Notice of Special Meeting 48 hours before the meeting but **I waive any further notice.**
- ☐ I did not receive a hard copy of the Notice of Special Meeting 48 hours before the meeting and **I do not waive my right to notice.**

**IN ADDITION, if you will be unable to attend the special meeting, please consider the following:**

- ☐ Although I received or waived notice of the special meeting, I am unable to attend. However, pursuant to G.S. 153A-40(b), in order that the Board may consider business other than that specified in the Notice of Special Meeting, I waive any objection I may have to the consideration of such other business.

Signed: Linda A. Brewer  
Print Name: Linda A. Brewer

Date: 6/25/19



**MINUTES  
HALIFAX COUNTY  
BOARD OF COMMISSIONERS  
REGULAR MEETING  
July 8, 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, July 8, 2019, at 9:30 A. M. in the Historic Courthouse, Halifax, North Carolina.

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

**Call to Order**

Vice Chairman Manning called the meeting to order.

**Invocation and Pledge of Allegiance**

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

**Adoption of the Agenda**

Commissioner Brewer moved that Item 4G. Architect Contract Approval - New 911 and Regional Back-up Center be removed from the agenda. Commissioner Qualls seconded the motion, which passed unanimously by voice vote.

Vice Chairman Manning requested that Item 4.A. Jail Expansion Report Presentation be removed from the agenda.

Commissioner Brewer moved to remove Item 4.A. Jail Expansion Report Presentation from the agenda. Commissioner Qualls seconded the motion, which passed unanimously by voice vote.

Commissioner Smith moved to approve the agenda as amended. Commissioner Qualls 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 Smith 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 April 29, 2019 Regular Meeting.

#### **B. Property Tax Refunds and Releases - June 2019**

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

#### **C. 2020 Holiday Schedule**

Renee Perry, Human Resources Management Director, requested that the Board approve the 2020 Holiday Schedule.

### **2. Special Recognitions**

#### **A. Retirement Resolution – Virginia N. Orvedahl, Library Director**

Commissioner Smith read a retirement resolution in honor of Virginia N. Orvedahl, Library Director, which is attached to these minutes as Attachment A.

Commissioner Smith moved to adopt the retirement resolution honoring Virginia N. Orvedahl, Library Director. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

B. Retirement Resolution - Carmella Martin, Public Health

Commissioner Brewer read a retirement resolution in honor of Carmella Martin, Public Health, which is attached to these minutes as Attachment B.

Commissioner Brewer moved to adopt the retirement resolution honoring Carmella Martin, Public Health. Commissioner Smith seconded the motion, which passed unanimously by voice vote.

C. Retirement Resolution - Barbara C. Boone, Department of Social Services

Commissioner Brewer read a retirement resolution in honor of Barbara C. Boone, Department of Social Services, which is attached to these minutes as Attachment C.

Commissioner Brewer moved to adopt the retirement resolution honoring Barbara C. Boone, Department of Social Services. Commissioner Qualls seconded the motion, which passed unanimously by voice vote.

D. Retirement Resolution - Rose A. Whitaker, Department of Social Services

Commissioner Manning read a retirement resolution in honor of Rose A. Whitaker, Department of Social Services, which is attached to these minutes as Attachment D.

Commissioner Manning moved to adopt the retirement resolution honoring Rose A. Whitaker, Department of Social Services. Commissioner Smith seconded the motion, which passed unanimously by voice vote.

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

Commissioner Qualls read a retirement resolution in honor of Gurmeet S. Suri, Sheriff's Office, which is attached to these minutes as Attachment E.

Commissioner Qualls moved to adopt the retirement resolution honoring Gurmeet S. Suri, Sheriff's Office. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

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

There were no public comments.

**4. Agenda Items**

**A. 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 \$150,000 to renovate the athletic track at Northwest Collegiate and Technical Academy.

Commissioner Smith moved to approve the Halifax County Schools lottery funds request in the amount of \$150,000 to renovate the athletic track at Northwest Collegiate and Technical Academy. Commissioner Qualls seconded the motion, which passed unanimously by voice vote.

**B. 2018 Property Tax Settlement, Report of Insolvents, and Order for the Tax Collector to Collect Property Taxes**

Doris B. Hawkins, Tax Collector, addressed the Board and requested approval of the 2018 Property Tax Settlement, Report of Insolvents, and to charge the Tax Collector with collection responsibility for the next fiscal year. A brief PowerPoint presentation and a spreadsheet that documented the FY 2018-2019 levy from beginning levy to year-end was provided. The levy by property category for FY 2018-2019 was as follows: real property \$22,073,842.56, 87%, and personal property \$3,366,756.98, 13%. The collection percentage by category was as follows: real property levy 97.79%, personal property levy 98.93%, and the total combined levy 97.94%.

Commissioner Brewer moved to approve the Report of Insolvents. Commissioner Qualls seconded the motion, which passed unanimously by voice vote.

Commissioner Smith moved to approve the 2018 Property Tax Settlement and to charge the Tax Collector with collection responsibility for the next fiscal year. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

**C. Halifax County Solar Energy Systems Ordinance**

Chris D. Rountree, Planning and Development Services Director, addressed the Board stating that during the June 3, 2019 Regular Meeting, the Board of Commissioners held a public hearing on the Halifax County Solar Energy Systems Ordinance, which was recommended by the Halifax County Planning Board. At that time, the Board of Commissioners deferred action on the Halifax County Solar Energy Systems Ordinance until the June 17, 2019 Regular Meeting to allow an opportunity for further review by the Board. After a brief discussion was held during the June 17, 2019 Regular Meeting 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. A redlined copy of the amendments to the ordinance was provided for the Board's review. It was requested that the Board approve a resolution to adopt the Halifax County Solar Energy Systems Ordinance and to repeal a prior moratorium ordinance, which is attached to these minutes as Attachment F.

Commissioner Qualls moved to approve a resolution to adopt the Halifax County Solar Energy Systems Ordinance and to repeal a prior moratorium ordinance. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

D. 2020 Census and Complete Count Committee Resolution

Chris D. Rountree, Planning and Development Services Director, addressed the Board stating that the County was forming a Complete Count Committee for the upcoming Census to help raise public awareness for participation in and responses to the 2020 Census. Each uncounted resident equated to a loss of economic dollars for the respective communities in which they live. The participation rate for Halifax County in the 2010 Census was 75%, which was very good. It was requested that the Board adopt the resolution of the Halifax County Board of Commissioners to support the 2020 United States Decennial Census and the Halifax County Complete Count Committee, which is attached to these minutes as Attachment G.

Commissioner Qualls moved to adopt the resolution of the Halifax County Board of Commissioners to support the 2020 United States Decennial Census and the Halifax County Complete Count Committee. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

E. FY 2019-2020 Home and Community Care Block Grant

Rose B. Lewis, Human Resources Management, Aging Services, addressed the Board stating that the Halifax County Council on Aging had received notice that the FY 2019-2020 Home and Community Care Block Grant was in the amount of \$633,278, which was \$3,465 less than last year. The Home and Community Care Block Grant Advisory Committee met and agreed to fund six of the current providers. The County provided a 10% cash match for the Council on Aging in the amount of \$8,691 and a 10% in-kind match for the Council on Aging in the amount of \$10,352. The Halifax County Department of Social Services required a 10% in-kind match in the amount of \$42,953. The funds for the Home and Community Care Block Grant County Funding Plan were contingent upon the balancing of the State budget. Once the Home and Community Care Block Grant County Funding Plan and Grant Agreement were in place, any changes to the grant would be made known to the Board through the County Manager's Weekly Update.

Commissioner Brewer moved to approve the submission of the FY 2019-2020 Home and Community Care Block Grant, Home and Community Care Block Grant for Older Adults Agreement, the receipt of funds if awarded, and authorize the appropriate staff to execute the documents. Commissioner Qualls seconded the motion, which passed unanimously by voice vote.

**5. Board Appointments**

Economic Development Board

Commissioner Brewer moved to appoint Kris Neal to replace Jeff Peedin to serve on the Economic Development Board, terms expiring June 30, 2022. Commissioner Qualls seconded the motion, which passed unanimously by voice vote.

Halifax-Northampton Regional Airport Authority

It was the consensus of the Board to defer action on the Halifax-Northampton Regional Airport Authority.

Tourism Authority

Commissioner Manning moved to reappoint Curtis Wynn to serve on the Tourism Authority, term expiring February 28, 2022. Commissioner Qualls seconded the motion, which passed unanimously by voice vote.

Commissioner Qualls moved to waive the term limit and reappoint Yvonne Thompson to serve on the Tourism Authority, term expiring July 31, 2022. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

Upper Coastal Plain Board of Directors

It was the consensus of the Board to defer action on the Upper Coastal Plain Board of Directors.

**6. Economic Development Report**

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

**7. County Manager's Report**

A. Town of Halifax Fireworks Display

Tony N. Brown, County Manager, addressed the Board stating that during the June 3, 2019 Regular Meeting, 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, 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. Due to the weather, the Town of Halifax was unable to display fireworks on July 4, 2019 and was requesting that the Board approve rescheduling the fireworks display to July 27, 2019 and a rain date of July 28, 2019.

Commissioner Brewer moved to approve rescheduling the Town of Halifax fireworks display to July 27, 2019 and a rain date of July 28, 2019. Commissioner Qualls seconded the motion, which passed unanimously by voice vote.

B. NCACC Annual Conference - Designation of Voting Delegate

Tony N. Brown, County Manager, addressed the Board requesting that the Commissioners designate a member to serve as voting delegate at the North Carolina Association of County Commissioners 112<sup>th</sup> Annual Conference that would be held in Guilford County on August 22-24, 2019.

Commissioner Qualls moved to designate J. Rives Manning, Jr. to serve as the County's voting delegate at the North Carolina Association of County Commissioners 112<sup>th</sup> Annual Conference. Commissioner Brewer seconded the motion, which passed unanimously by voice vote.

C. Home Health and Hospice of Halifax Special Meeting

Tony N. Brown, County Manager, addressed the Board stating that in order to meet the completion timeline by the end of August, the Board would need to conduct a public hearing on the proposals that will be received for the purchase of Home Health and Hospice of Halifax. The proposals would be available for public review ten days prior to the public hearing. Because there was no scheduled Regular Meeting until August 12, 2019, the Board would need to schedule a Special Meeting. It was requested that the Board schedule a Special Meeting at 5:30 P. M. on July 22, 2019, July 23, 2019 or July 25, 2019.

It was the consensus of the Board that a Special Meeting be held on July 23, 2019 at 5:30 P. M. in order to conduct a public hearing regarding proposals for the purchase of Home Health and Hospice of Halifax.

D. Easter Seals, dba EVCO, 1710 Watkins Drive

Tony N. Brown, County Manager, addressed the Board stating that the County owned property located at 1710 Watkins Drive, Weldon, which was currently used by Easter Seals, dba EVCO, to provide work for clients with limited educational capacities such as simple assembly tasks. The property was a carryover from when the County provided mental health services at RiverStone and to this day continued to provide mental health services at the facility rent free. An appraisal had been received from Collice C. Moore, Jr., Collice Moore Properties, which valued the property in the amount of \$226,000 and the gross rental rate in the amount of \$4.00 per square foot which equated to \$41,200 annually and \$3,433 monthly. EVCO had offered a five-year lease amount, plus one renewal term for an additional five-year lease, in the amount of \$21,600 annually, \$1,800 monthly. He requested that Board provide direction regarding the property.

After a brief discussion was held, it was requested that the County Manager provide further information regarding the services provided at 1710 Watkins Drive, Weldon, by Easter Seals, dba EVCO, in order to determine what would be best for the County.

**8. County Attorney's Report**

A. Consent to Assignment of Lease from Geenex, LLC, to The Center for Energy Education

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

James H. Pierce, Vice Chairman, The Center for Energy Education Board of Directors, addressed the Board stating that it was the intent of the Board of Directors to have a facility that would educate the community on solar and renewable energy and to have the facility in possession of the locally controlled Board, as Georg Veit, Chairman, resided in Germany.

Commissioner Qualls moved to approve the proposed assignment of the Geenex Solar Center Lease to The Center for Energy Education. Commissioner Smith seconded the motion, which passed unanimously by voice vote.

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

M. Glynn Rollins, Jr., County Attorney, addressed the Board regarding an amendment to the Economic Development Incentive Grant Agreement with Carolina Chips, Inc. The County had an Economic Development Incentive Grant Agreement with Carolina Chips, Inc., dated August 9, 2016. The total incentive grant commitment was in the amount of \$700,000, five annual payments in the amount of \$140,000. The company received its first Economic Development Incentive Grant Agreement payment on January 15, 2018. However, we denied the January 15, 2019, payment due to what was then perceived as a failure by the company to meet its ad valorem taxable investment goal for tax year 2018. The company disputed the County's action, and retained the services of in-state counsel, not for litigation purposes, but merely to review and discuss the terms of the Economic Development Incentive Grant Agreement. Following those discussions, errors were discovered in the table of ad valorem taxable investment levels on the Economic Development Incentive Grant Agreement, which had been corrected. The company had met all of its ad valorem taxable investment commitments to



date. The amendment provided to the Board contained the corrected table and also clarified the company's obligation to continue to meet certain ad valorem taxable investment goals through January 1, 2023, with appropriate claw backs of previously paid incentive grant funds if those targets were not met.

Commissioner Brewer moved to approve the proposed amendments to the Economic Development Incentive Grant Agreement with Carolina Chips, Inc. Commissioner Qualls seconded the motion, which passed unanimously by voice vote.

**9. Other Business**

There was no other business for discussion.

**10. Closed Session**

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

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

**11. Adjourn until the July 23, 2019 Special Meeting**

With there being no further matters to come before the Board, Commissioner Manning moved to adjourn the meeting until the July 23, 2019 Special Meeting at 5:30 P. M. in the Historic Courthouse. Commissioner Smith seconded the motion, which passed unanimously by voice vote.

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J. Rives Manning, Jr., Vice Chairman  
Halifax County Board of Commissioners

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

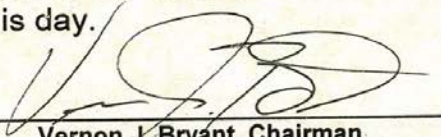
# Resolution

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

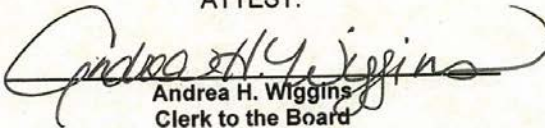
✧ **WHEREAS**, she has spent Twenty-Nine years with local government; Virginia has also served in many positions of honor in the community and State, as well as being a dedicated public servant to the citizens of Halifax County.

✧ **NOW THEREFORE BE IT RESOLVED** that on this day, Monday, July Eighth of the Year Two Thousand and Nineteen, the Halifax County Board of Commissioners did honor Virginia N. Orvedahl with formal adoption of this resolution, to be recorded in the minutes of the meeting of this day.



  
Vernon J. Bryant, Chairman  
Halifax County Board of Commissioners

ATTEST:

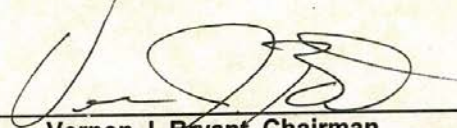
  
Andrea H. Wiggins  
Clerk to the Board

# Resolution

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

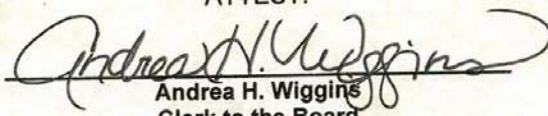
✧ **WHEREAS**, she has spent Twenty-Four years with local government; Carmella has also served in many positions of honor in the community and State, as well as being a dedicated public servant to the citizens of Halifax County.

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

  
Vernon J. Bryant, Chairman  
Halifax County Board of Commissioners



ATTEST:

  
Andrea H. Wiggins  
Clerk to the Board

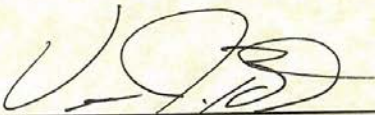


# Resolution

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

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

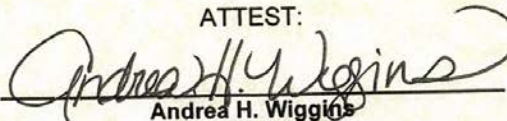
☞ **NOW THEREFORE BE IT RESOLVED** that on this day, Monday, July Eighth of the Year Two Thousand and Nineteen, the Halifax County Board of Commissioners did honor Barbara C. Boone with formal adoption of this resolution, to be recorded in the minutes of the meeting of this day.



Vernon J. Bryant, Chairman  
Halifax County Board of Commissioners



ATTEST:



Andrea H. Wiggins  
Clerk to the Board



# Resolution

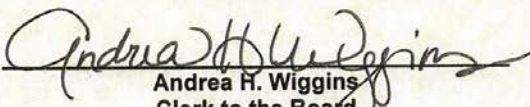
✧ **WHEREAS, ROSE A. WHITAKER**, decided to retire as a Social Worker II with the Halifax County Department of Social Services effective June Thirtieth of the Year Two Thousand and Nineteen; and

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

✧ **NOW THEREFORE BE IT RESOLVED** that on this day, Monday, July Eighth of the Year Two Thousand and Nineteen, the Halifax County Board of Commissioners did honor Rose A. Whitaker with formal adoption of this resolution, to be recorded in the minutes of the meeting of this day.

  
Vernon J. Bryant, Chairman  
Halifax County Board of Commissioners



ATTEST:  
  
Andrea H. Wiggins  
Clerk to the Board



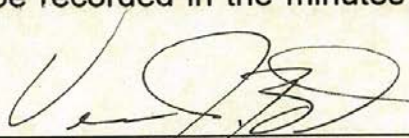
# Resolution

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

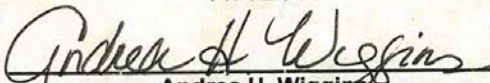
✧ **WHEREAS**, he has spent Eight years with local government; Gurmeet has also served in many positions of honor in the community and State, as well as being a dedicated public servant to the citizens of Halifax County.

✧ **NOW THEREFORE BE IT RESOLVED** that on this day, Monday, July Eighth of the Year Two Thousand and Nineteen, the Halifax County Board of Commissioners did honor Gurmeet S. Suri with formal adoption of this resolution, to be recorded in the minutes of the meeting of this day.



  
Vernon J. Bryant, Chairman  
Halifax County Board of Commissioners

ATTEST:

  
Andrea H. Wiggins  
Clerk to the Board

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

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

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

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

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

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

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

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

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

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

Attachment F

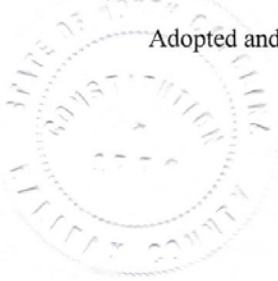
WHEREAS, the Board has considered the Halifax County Comprehensive Development Plan and finds that the proposed solar energy systems ordinance is consistent with the following policies of the Plan, to wit: Policy ED-1 and Policy PC-1; and

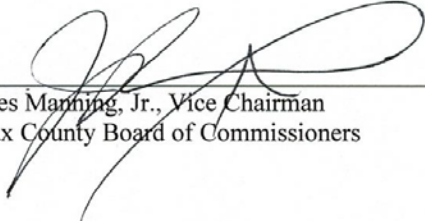
WHEREAS, the Board desires to adopt the proposed and attached solar energy systems ordinance;

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

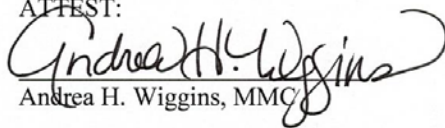
1. The Halifax County Board of Commissioners does here by adopt the attached "Halifax County Solar Energy Systems Ordinance", to be codified as Article III, Solar Energy Systems, under Chapter 46 - Planning, in the Code of Ordinances of Halifax County, North Carolina;
2. This ordinance shall be effective immediately upon adoption of this resolution; and
3. The moratorium ordinance adopted by the Board pursuant to G.S. 153A-430(h) on May 6, 2019, is hereby repealed.

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



  
J. Rives Manning, Jr., Vice Chairman  
Halifax County Board of Commissioners

ATTEST:

  
Andrea H. Wiggins, MMC



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

July 8, 2019

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

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

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

Sec. 46-35. - Purpose.

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

Sec. 46-36. - Definitions.

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

Attachment F

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

Sec. 46-37. - Applicability

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

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

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

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

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

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

**Sec. 46-39. - Zoning Permits Required.**

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

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

Attachment F

**Table 1: Permit Requirements**

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



Sec. 46-40. - Parcel Line Setbacks.

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

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

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

Sec. 46-41. - Height Limitations.

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

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

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

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

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

Attachment F

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

e. Decommissioning.

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



Attachment F

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

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

f. Abandonment.

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



Attachment F

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

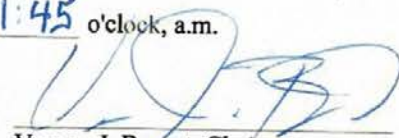
**V. *IMPOSITION OF MORATORIUM***

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

Attachment F

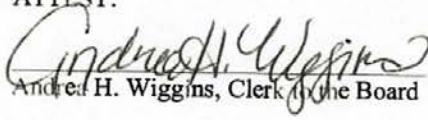
land within the county for a solar energy system.

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)





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

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

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

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


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

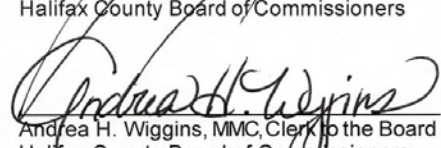
**WHEREAS**, the goal of the 2020 U.S. Decennial Census is to count everyone once, only once, and in the right place; and

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

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

Adopted this the 8<sup>th</sup> day of July, 2019.

  
J. Rives Manning, Jr., Vice Chairman  
Halifax County Board of Commissioners

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

**MINUTES  
HALIFAX COUNTY  
BOARD OF COMMISSIONERS  
SPECIAL MEETING  
JULY 23, 2019**

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

The Halifax County Board of Commissioners held a Special Meeting on Tuesday, July 23, 2019, at 5:30 P. M. in the Historic Courthouse, Halifax, North Carolina.

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

**OTHERS:** Tony N. Brown, County Manager  
Andrea H. Wiggins, MMC, Clerk to the Board/Assistant to the County Manager  
M. Glynn Rollins, Jr., County Attorney  
Dia H. Denton, Deputy County Manager  
Renee Perry, Human Resources Management Director  
Michelle F. Moseley, Paralegal

**ABSENT:** Mary W. Duncan, Finance Director  
Ian M. Bumgarner, Senior Management Analyst

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

**Conflict of Interest**

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

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

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

**2. Public Hearing**

A. Proposals for the Sale of Home Health and Hospice of Halifax

M. Glynn Rollins, Jr., County Attorney, addressed the Board stating that a public hearing must be conducted pursuant to N. C. G. S. §131E-13(d)(5) regarding the proposals to purchase the assets of Home Health and Hospice of Halifax. Pursuant to N. C. G. S. 131E-13(d)(6), copies of the proposals had been available for public inspection for at least ten days prior to the public hearing. The purpose of the public hearing was to provide an opportunity for the public to comment on the proposals and the entities making the proposals. Attorney Rollins provided the Board with a copy of N. C. G. S. 131E-13(d)(5) and (6) along with proposals received from Carolina RehabWorks, HealthView Capital Partners, LLC, and Home Care Management Services, LLC, on behalf of Liberty Home Care VI, LLC.

With there being no questions from the Board, Commissioner Qualls moved to declare the public hearing open. Commissioner Manning 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 proposals for the sale of 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 Item**

A. Grievance Committee Appointment

M. Glynn Rollins, Jr., County Attorney, addressed the Board stating that Ginny Orvedahl was a member of the Grievance Committee and had retired effective June 30, 2019. Ms. Orvedahl was appointed by the Board pursuant to Sec. 1-1.5 of the Halifax County Personnel Policy, as amended on February 2, 2000. It was requested that the Board appoint Doris Hawkins, Tax Collector, to fill the unexpired term of Ms. Orvedahl, former Library Director,

term ending January 31, 2021.

Commissioner Qualls moved to appoint Doris Hawkins to fill the unexpired term of Ginny Orvedahl, term expiring January 31, 2021. Commissioner Manning seconded the motion, which passed unanimously by voice vote.

**4. Adjourn until the August 12, 2019 Regular Meeting**

Commissioner Brewer moved to adjourn the meeting until the August 12, 2019 Regular Meeting. Commissioner Johnson seconded the motion, which passed unanimously by voice vote.

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Vernon J. Bryant, Chairman  
Halifax County Board of Commissioners

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





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

**TO:** Halifax County Board of Commissioners

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

**SUBJECT:** Property Tax Refunds and Releases - August 2019

**DATE:** September 3, 2019 Regular Meeting

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**SUPPORTING INFORMATION:**

**Littleton Pharmacy Inc; PO Box 607; Littleton NC 27850**

*Parcel 0700150: deactivated - acreage included in parcel 0700149 per deed and plat*

2018-Halifax County	\$ 57.75
2018-Town of Littleton	\$ 60.00
2018-Halifax Co Schools	\$ 7.50
2017-Halifax County	\$ 58.50
2017-Town of Littleton	\$ 60.00
2017-Halifax Co Schools	\$ 7.50
2016-Halifax County	\$ 58.50
2016-Town of Littleton	\$ 60.00
2015-Halifax County	\$ 54.75
2015-Town of Littleton	\$ 60.00
2014-Halifax County	\$ 51.00
2014-Town of Littleton	\$ 52.50

**TOTAL: \$ 588.00**

**Roanoke Rapids Housing Authority; PO Box 1195; Roanoke Rapids NC 27870**

*Parcel 0902356: exempt property billed in error*

2018-Halifax Co Schools	\$36.40
2017-Halifax Co Schools	\$36.40

**TOTAL: \$72.80**

**ATTACHMENTS:**

Description

No Attachments Available

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**TOTAL COST:**

**COUNTY COST:**

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



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

**TO:** Halifax County Board of Commissioners

**FROM:** Wes Tripp, Sheriff

**SUBJECT:** Acceptance of Technology Grant

**DATE:** September 3, 2019 Regular Meeting

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**SUPPORTING INFORMATION:**

Requesting acceptance of \$5,000 technology grant from Pay Tel Communications, Inc as part of a renewed contract for inmate services including video visitation and telephone communications. The awards will be payable as follows: \$2,500 payable 30 days following execution of agreement and the remaining \$2,500 payable in one year. The renewal will proceed through the contract process pursuant to county policy after this approval.

**ATTACHMENTS:**

Description

▣ Renewal Proposal

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**TOTAL COST:**0

**COUNTY COST:**0

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**REQUEST:** Requesting acceptance of \$5,000 technology grant from Pay Tel Communications, Inc as part of a renewed contract for inmate services including video visitation and telephone communications. The awards will be payable as follows: \$2,500 payable 30 days following execution of agreement and the remaining \$2,500 payable in one year. The renewal will proceed through the contract process pursuant to county policy after this approval.

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Video Visitation and Tablet Proposal  
Presented to  
Halifax County, North Carolina

August 14, 2019



Pay Tel Communications, Inc.  
4230 Beechwood Drive  
Greensboro, NC 27410

Megan Hurley, Regional Account Manager  
(866) 729-8352 x334

Rick Lubbehusen, Vice President Sales & Marketing  
(866) 729-8352 x325

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## SERVICES AND TECHNOLOGY PROPOSED

- Continuation of Inmate Telephone Service using Pay Tel's **CenturionITS™** Platform
  - Collect, Prepaid Collect and Debit Calling
  - Reasonably priced, commissionable single call option
  - PIN feature and Debit calling option made possible through integration with JMS and Commissary vendors
  - Growing list of Investigative Tools, including **inteleTRACK™** Alerts, **inteleLINKS™** dynamic data mining tool, and more
  - Scheduled User Interface Upgrade planned later this year
- Guaranteed upgrades as new features are released.
- **Pay Tel's inteleVISIT™** Video Visitation Solution provided for on-site and remote visitation.
  - Inmate access to video visitation to be provided on 7 wall-mounted kiosks
  - Free Video Visitation for on-site visitors from 3 lobby kiosks (2 Visitor + 1 Attorney)
  - No cost to County provided that remote visitation is activated
  - Affordable per minute rates for remote visits: \$.30 per minute
  - Inmate kiosks will be configured to block the background behind the inmate during visits.
  - Pay Tel will provide necessary wiring, installation and broadband services necessary to support the proposed service.
  - Pay Tel will provide training and information for Jail Staff

## RATES & COMMISSIONS

The contract term will remain unchanged, expiring January 24, 2024.

Product	Rates		
Inmate Telephone Service (Current Rates, Commission)	<b>Type</b>	<b>Rate/ Minute</b>	<b>Commission</b>
	<b>Local</b>	<b>\$.17</b>	<b>40%</b>
	<b>Intrastate LD</b>	<b>\$.21</b>	<b>40%</b>
	<b>Interstate LD</b>	<b>\$.21</b>	<b>N/A</b>
<p align="center"><b>Technology Grant – Total Value: \$5,000</b></p> <p align="center"><i>\$2,500 Payable 30 days following execution of agreement</i></p> <p align="center">+</p> <p align="center"><i>\$,2500 payable in one year</i></p>			
inteleVISIT™ Video Visitation – Current HomeWAV Solution	<b>Description</b>	<b>Rate</b>	<b>Commission</b>
	<b>On-site Visit</b>	<b>Free</b>	<b>N/A</b>
	<b>Remote Visit</b>	<b>\$.30 per minute</b>	<b>0% for 24 months</b>  <b>20% beginning in Month 25</b>

## VIDEO VISITATION



Pay Tel offers a robust video visitation solution through our technology partner, HomeWAV. This effective product offers proven technology, time-saving benefits, and security. The proposed technology provides free on-site visits through a small number of lobby kiosks and remote paid visits as well. Remote visits are conducted with the inmates visiting via in-pod units and visitors calling from the comfort of their own homes, or via a convenient app which can be used on most cell phones and tablets. Remote visits are offered at a reasonable cost to the consumer based on the duration of the visit.



- Convenient visitation payment processing through PayPal.
- Free app for Android and Apple mobile devices
- No rigid visitation schedule to maintain
- Option to use kiosks to share inmate handbook, rules, etc.
- Remote visitation reduces the need to move inmates for visits
- Remote visits provide improved environment for visitation with children

**inteleVISIT™** also provides the following important management features:

- Recording of Video Visits
- Ability to Monitor Visits in Progress
- Visit Search and Playback
- Downloadable Recordings
- Recording Exception for Professional Visits
- Usage Statistics
- Flexible Reporting Options
- Option to Pre-approve Visits/Visitors
- Password Protected Administrative Access



## Product Sheet

### HomePAS™ 20 Kiosk (POE+)

The *NEW* HomePAS™ Kiosk (POE+) will be the last touch point system you will ever need. The removable insert design allows for easy equipment upgrade without ever having to replace the enclosure. It features a unique ability to have a plus sized, HD monitor, while still offering the option of power over ethernet to save project costs.

#### Hardware

- 19.5-inch HD+ (1600 x 900) Truelife LED-Backlit Touch Display
- HD Webcam
- 14 Gauge Detention Grade Steel w/ Glossed Powder Coat
- Tamper Proof Inset Front Face Plate
- Sloped Top
- Supports Dual Handsets
- Stainless Steel Cable
- Steel lanyards with Polycarbonate coating for extra protection
- 65 Watt AC Adaptor (POE+ Compatible)
- 17.646 in (H) x 24.0 in (W) x 6.1 in (D)
- 33.52 lb

#### Software

- **Platform:** MasterPAS™
- **Browser:** Google™ Chrome 48
- **Lockdown:** Kioware™ 8.3
- **Remote Desktop:** TeamViewer™ 10





## HomeWAV Difference

HomeWAV's unique, patent pending, visitation system provides Internet-based video visitation adapted for use in the context of a Detention Facility. So what is the difference between HomeWAV's system and those of competitors?

HomeWAV Visitation System	Alternatives
Inmate initiates visit <b>direct</b> with approved visitor – <b>no operator assistance required</b>	Other internet visitation systems require detention facility personnel to act as "operator" to connect the visit and to ensure inmate is placed at correct inmate station
Inmate and visitor schedule visits <b>directly</b> – <b>no operator assistance required</b>	Other internet visitation systems require detention facility personnel to coordinate scheduling
Visits take place as soon as both parties desire	Other visitation systems require minimum 24 hour (up to 2 weeks) advanced scheduling
No more missed visits because of rigid pre-set schedule	Advanced scheduling demands lead to missed visits due to intervening events causing frustration to all concerned
Detention facility owns equipment from day one	Competitors retain ownership of their equipment
System usage revenue shared with facility monthly – starting first month	Other visitation systems either generate no revenue, less revenue, or revenue sharing is deferred
HomeWAV inmate stations placed in common area/day rooms	Face-to-face visits require detention facility personnel to frisk inmates as they are transported between cell block and visitation room
No minimum length visit – can be as short as one minute	Competitors internet visitation systems require minimum visit length
All payments process through PayPal/third party ecommerce	Detention facility personnel required to collect and administer funds
Internet visitation reduces number of visitors entering your facility (experience shows 75% reduction)	Visitors entering facilities generate tremendous demands on detention facility personnel for processing
HomeWAV system maintained free of charge for term of contract – 5 years	Competitors charge to maintain their systems



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

**TO:** Halifax County Board of Commissioners

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

**SUBJECT:** Budget Amendments

**DATE:** September 3, 2019 Regular Meeting

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**SUPPORTING INFORMATION:**

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

**ATTACHMENTS:**

Description

- ▢ BA Coversheet
- ▢ BA 9-3-19

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**TOTAL COST:**

**COUNTY COST:**

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**REQUEST:** Approve the budget amendments

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

Approved: September 3, 2019

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**Vernon J. Bryant**  
Chairman

## BUDGET AMENDMENT

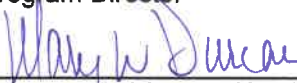
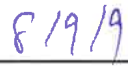
Account Number / Name	Debit (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
110-5276-5498-20 / OPEB Employees	300,000.00		OPEB Employees
110-4428-4330-76 / OPEB Employees		300,000.00	To budget for health insurance for retirees
<b>TOTALS</b>	<b>300,000.00</b>	<b>300,000.00</b>	

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

Approval for Performance Compensation

Human Resources Director
Date

Program Director	Date
	
Department / Agency Head	Date

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

Account Number / Name	Debit	Credit	Explanation
110-6830-5290-00 Other Supplies & Materials	770.00		NRCS-SOIL HEALTH MANAGEMENT GRANT
110-6830-5311-00 Travel	8,000.00		APPROPRIATE BUDGET FOR SOIL HEALTH MGMT GRANT BY IMPLEMENTATION,
110-6830-5395-00 Employee Training	16,500.00		TRAINING AND EDUCATION MATERIAL DEVELOPMENT
110-6830-5693-00 Contracted Services	20,000.00		
110-4589-4589-06 Soil Health Mgmt Grant		45,270.00	
	45,270.00	45,270.00	

- \* 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



## BUDGET AMENDMENT

Account Number / Name	Debit	Credit	Explanation
110-4586-4330-53 Home & Comm Care Blk Grt	302,563.00		HOME AND COMMUNITY CARE BLOCK GRANT
110-4410-4991-00 Fund Balance	6,186.00		Reverse estimated budget FY19-20
110-6876-5699-17 Enf MOW/Home Del		19,362.00	
110-6876-5699-18 SN Home Del Meals		10,028.00	
110-6876-5699-20 City of RR/Gen Transp		19,528.00	
110-6876-5699-27 Info/Case Assist		15,192.00	
110-6876-5699-55 Hal Sap Tribe/Cong		21,471.00	
110-6876-5699-56 Hal Sap Tribe/Home Del		8,500.00	
110-6876-5699-59 Town of SN/Cong		15,614.00	

\* 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

## BUDGET AMENDMENT

Account Number / Name	Debit	Credit	Explanation
110-6876-5699-65 COA Transportation		46,667.00	HOME AND COMMUNITY CARE BLOCK GRANT
110-6876-5699-66 COA Congregate		30,876.00	Reverse estimated budget FY19-20
110-6876-5699-76 City of RR/Sr Ctr Oper		20,291.00	
110-6876-5699-77 Town of SN/Sr Ctr		16,700.00	
110-6876-5699-78 Hal Sap Tribe/Transp		20,200.00	
110-6876-5699-82 Lgrvf Hlpfl Hands		5,000.00	
110-6876-5699-84 COA-Home Del Meals		42,745.00	
110-6877-5699-38 NSIP Enf Home Del Meals		1,891.00	
110-6877-5699-39 NSIP SN Home Del Meals		1,395.00	

\* 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
	8/8/19
Department / Agency Head	Date

County Manager or Deputy County Manager or County Commissioner Chairman	Date
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p2 of 3


## BUDGET AMENDMENT

Account Number / Name	Debit	Credit	Explanation
110-6877-5699-60 NSIP Hal Sap Tribe/Cong		2,447.00	HOME AND COMMUNITY CARE BLOCK GRANT
110-6877-5699-61 NSIP Hal Sap Tribe/Home De		752.00	Reverse estimated budget FY19-20
110-6877-5699-63 NSIP Town of SN		2,232.00	
110-6877-5699-85 NSIP COA Cong		2,636.00	
110-6877-5699-86 NSIP COA Home Del Meals		5,222.00	
	308,749.00	308,749.00	

- \* 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

p 383

Program Director	Date
	8/8/9
Department / Agency Head	Date
County Manager or Deputy County Manager or County Commissioner Chairman	Date

## BUDGET AMENDMENT

Account Number / Name	Debit	Credit	Explanation
110-6876-5699-20 City of RR/Gen Transp	9,115.00		<b>HOME AND COMMUNITY CARE BLOCK GRANT</b>
110-6876-5699-76 City of RR/Sr Ctr Oper	20,291.00		Post actual budget for FY19-20
110-6876-5699-18 Town of SN/Home Del	21,907.00		
110-6876-5699-59 Town of SN/Congregate	19,258.00		
110-6876-5699-77 Town of SN/Sr Ctr Oper	20,291.00		
110-6876-5699-13 Town of SN/Gen Transp	30,917.00		
110-6876-5699-55 Hal Sap Tribe/Congregate	21,565.00		
110-6876-5699-56 Hal Sap Tribe/Home Del	8,528.00		
110-6876-5699-78 Hal Sap Tribe/Gen Transp	9,115.00		

- \* 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 <i>Wayne W. Duncan</i>	Date <i>8/8/19</i>
Department / Agency Head	Date
County Manager or Deputy County Manager or County Commissioner Chairman	Date

p 10/3

## BUDGET AMENDMENT

Account Number / Name	Debit	Credit	Explanation
110-6876-5699-27 Info/Case Assist	31,047.00		HOME AND COMMUNITY CARE BLOCK GRANT
110-6876-5699-65 COA Transportation	16,667.00		Post actual budget for FY19-20
110-6876-5699-16 COA Med Transp	39,188.00		
110-6876-5699-66 COA Congregate	46,362.00		
110-6876-5699-84 COA Home Del Meals	46,809.00		
110-6876-5699-19 Hlpfl Hds/HHI	7,000.00		
110-6876-5699-24 Hlpfl Hds/Gen Transportation	250.00		
110-6876-5699-25 Hlpfl Hds/Med Transportation	250.00		
110-6877-5699-39 NSIP Town of SN/Hm Del	3,012.00		

- \* 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

1213

Program Director

Date

*Way W. Duncan*

8/8/19

Department / Agency Head

Date

County Manager or  
 Deputy County Manager or  
 County Commissioner Chairman

Date



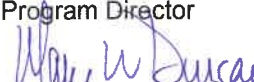

## BUDGET AMENDMENT

Account Number / Name	Debit	Credit	Explanation
110-6877-5699-63 NSIP Town of SN/Cong	2,824.00		HOME AND COMMUNITY CARE BLOCK GRANT
110-6877-5699-60 NSIP Hal Sap Tribe/Cong	3,560.00		Post actual budget for FY19-20
110-6877-5699-61 NSIP Hal Sap Tribe/Hm Del	735.00		
110-6877-5699-85 NSIP COA Congregate	5,271.00		
110-6877-5699-86 NSIP COA Home Del Meals	5,271.00		
110-4586-4330-53 Home & Comm Care Blk Grt		360,542.00	
110-4410-4991-00 Fund Balance		8,691.00	
	369,233.00	369,233.00	

- \* 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

p. 3 of 3

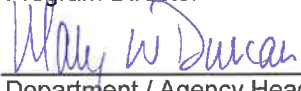

Program Director	Date
	
Department / Agency Head	Date
County Manager or Deputy County Manager or County Commissioner Chairman	Date

## BUDGET AMENDMENT

Account Number / Name	Debit	Credit	Explanation
110-9155-5550-00 Inventory Equipment-CA	8,000.00		<b>ITS-CAPITAL OUTLAY</b>
110-4410-4991-00 Fund Balance		8,000.00	Carry forward available balance from FY 18-19 to FY19-20 for voip phone system in Library
	8,000.00	8,000.00	

- \* 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	
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Human Resources Director	Date

Program Director	Date
	
Department / Agency Head	Date

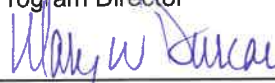
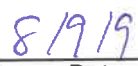
County Manager or Deputy County Manager or County Commissioner Chairman	Date
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## BUDGET AMENDMENT

Account Number / Name	Debit	Credit	Explanation
110-9700-5697-02 Technology-Purchase	2,442.66		<b>CAPITAL OUTLAY-LIBRARY</b>
110-4410-4991-00 Fund Balance		2,442.66	CARRY FORWARD AVAILABLE BALANCE FROM FY18-19 TO PURCHASE LAPTOP/SCANNER FOR NEW DIRECTOR
	2,442.66	2,442.66	

- \* 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
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## BUDGET AMENDMENT

Account Number / Name	Debit	Credit	Explanation
113-5394-5321-00 Telephone	86,000.00		<b>EMERGENCY TELEPHONE SYSTEM</b>
113-5394-5693-00 Contracted Services	25,000.00		Carry forward available balance from FY18-19 to FY19-20
113-9450-5352-00 Maint & Rep-Equipment	72,501.11		
113-4444-4991-00 Fund Balance		183,501.11	
	183,501.11	183,501.11	

\* 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

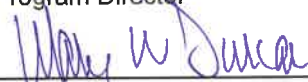

Date

## BUDGET AMENDMENT

Account Number / Name	Debit	Credit	Explanation
119-4442-4991-00 Fund Balance	1,400.00		<b>DTF-CONTROLLED SUBSTANCE TAX PROGRAM</b>
119-5392-5311-00 Travel		1,000.00	REDUCE BUDGET TO ACTUAL FOR FY19-20
119-5392-5395-00 Employee Training		400.00	
	1,400.00	1,400.00	

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

Approval for Performance Compensation	
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Human Resources Director	Date

Program Director	Date
	
Department / Agency Head	Date

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

Account Number / Name	Debit	Credit	Explanation
125-4555-4330-89 In Home Services	215,999.00		<b>DSS-HOME AND COMMUNITY CARE BLOCK GRANT</b>
125-4555-4330-90 Adult DC/Health	68,124.00		Reverse estimated budget for FY19-20
125-6550-5698-01 In Home Svcs Level 2		187,277.00	
125-6550-5698-02 In Home Svcs Level 3		28,722.00	
125-6550-5698-03 Adult Day Care		35,724.00	
125-6550-5698-04 Adult Day Health		32,400.00	
	284,123.00	284,123.00	

- \* 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
125-6550-5698-01 In Home Svcs Level 2	213,000.00		<b>DSS-HOME AND COMMUNITY CARE BLOCK GRANT</b>
125-6550-5698-02 In Home Svcs Level 3	19,425.00		Post actual budget for FY19-20
125-6550-5698-03 Adult Day Care	26,784.00		
125-6550-5698-04 Adult Day Health	34,200.00		
125-4555-4330-89 In Home Svcs		232,425.00	
125-4555-4330-90 Adult DC/Health		60,984.00	
	293,409.00	293,409.00	

- \* 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 (Expense Increase) (Revenue Decrease)	Credit (Expense Decrease) (Revenue Increase)	Explanation
125-6311- 5499-05 Miscellaneous Expense	1,000.00		DSS
125-4531-4839-03 Miscellaneous Revenue		1,000.00	Transfer donated funds to the appropriate expense line
<b>TOTALS</b>	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

Sherronda L. Edwards

8/22/2019

Program Director

Date

DM Dina A. Carter

8/22/2019

Department / Agency Head

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
			DSS
125-4531-4210-09 Independent Living		10,000.00	Funding for Independent Living expenses, must pay up front to receive reimbursement
125-6430-5435-01 Special Independent Living	10,000.00		
<b>TOTALS</b>	10,000.00	10,000.00	

- \* 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

*Shewanda L. Edwards* 8/19/2019  
Program Director

*Dona A. Carter* 8/19/2019  
Department / Agency Head Date

County Manager or Deputy County Manager or County Commissioner Chairman Date  
FIN BA 01

## BUDGET AMENDMENT

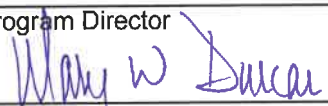
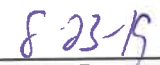
Account Number / Name	Debit	Credit	Explanation
661-4714-4991-00 Fund Balance	1,721.00		<b>SOLID WASTE ELECTRONIC MANAGEMENT PROGRAM</b>
661-8100-5498-15 Recycling Disposal Fee		1,721.00	REDUCE BUDGET TO ACTUAL FOR FY19-20
	1,721.00	1,721.00	

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

**TO:** Halifax County Board of Commissioners

**FROM:** Renee Perry, HR Management Director

**PRESENTER:** County Commissioners

**SUBJECT:** Retirement Resolution - Sadie D. Batts, Information Technology Services Department

**DATE:** September 3, 2019 Regular Meeting

---

**SUPPORTING INFORMATION:**

Please adopt the retirement resolution and recognize Sadie D. Batts for her service to the county. Attached is the retirement resolution.

**ATTACHMENTS:**

Description

- ▢ Retirement Resolution - Sadie D. Batts

---

**TOTAL COST:**

**COUNTY COST:**

---

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



# Resolution

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

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

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

---

Vernon J. Bryant, Chairman  
Halifax County Board of Commissioners

ATTEST:

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Andrea H. Wiggins  
Clerk to the Board



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

**TO:** Halifax County Board of Commissioners

**FROM:** Renee Perry, HR Management Director

**PRESENTER:** County Commissioners

**SUBJECT:** Retirement Resolution - Bernard R. Manley

**DATE:** September 3, 2019 Regular Meeting

---

**SUPPORTING INFORMATION:**

Please adopt the retirement resolution and recognize Bernard R. Manley for his service to the county. Attached is the retirement resolution.

**ATTACHMENTS:**

Description

- ▢ Retirement Resolution - Bernard R. Manley

---

**TOTAL COST:**

**COUNTY COST:**

---

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

# Resolution

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

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

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

---

Vernon J. Bryant, Chairman  
Halifax County Board of Commissioners

ATTEST:

---

Andrea H. Wiggins  
Clerk to the Board



**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:** September 3, 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:** M. Glynn Rollins, Jr., County Attorney

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

**SUBJECT:** Approval of Asset Purchase Agreement Related to Home Health and Hospice of Halifax

**DATE:** September 3, 2019 Regular Meeting

---

**SUPPORTING INFORMATION:**

With regard to the sale of Home Health and Hospice of Halifax, the Board has substantially complied with the requirements of N.C. Gen. Stat. §131E-13(d), by (1) adopting a resolution declaring the intent of the County to sell the agency; (2) requesting proposals for the sale of the agency by direct solicitation of at least five prospective purchasers; (3) conducting a public hearing on the resolution of intent; (4) requiring information on charges, services, and indigent care at similar facilities owned and operated by each proponent; (5) conducting a public hearing on the proposals to purchase the agency; and (6) making copies of the proposals with respect to the purchase of the agency available to the public at least ten (10) days before the public hearing on those proposals.

The County has negotiated an Asset Purchase Agreement with Liberty Home Care VI, LLC. At least ten (10) days before this meeting, the County made copies of the Asset Purchase Agreement available to the public in accordance with the requirements of N.C. Gen. Stat. §131E-13(d)(8). A legal notice of this regular meeting of the Board was published in accordance with the requirements of N.C. Gen. Stat. §131E-13(d)(7).

A copy of the proposed Asset Purchase Agreement is attached.

**ATTACHMENTS:**

Description

- ☐ Resolution
- ☐ Asset Purchase Agreement

---

**TOTAL COST:**n/a

**COUNTY COST:**n/a

---

**REQUEST:** Consider the adoption of the attached Resolution to:

1. Authorize the Chairman of the Board and the County Manager to execute the Asset Purchase Agreement and any other agreements, certificates, documents, and instruments in connection with the Asset Purchase Agreement;
2. Authorize the Finance Director to establish a restricted fund within the general fund balance for the purpose of setting aside funds to secure the indemnification obligations of the County pursuant to the terms of



the Asset Purchase Agreement; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This the 3<sup>rd</sup> day of September, 2019.

HALIFAX COUNTY BOARD OF  
COMMISSIONERS

ATTEST:

\_\_\_\_\_  
Vernon J. Bryant, Chairman

\_\_\_\_\_  
Mary Anderson-Faison  
Deputy Clerk to the Board of Commissioners

**EXHIBIT A**

**ASSET PURCHASE AGREEMENT**

## ASSET PURCHASE AGREEMENT

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

### BACKGROUND AND PURPOSE

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

### AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

### **3. Reversion Procedures.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **6. Purchase Price; Closing.**

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

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

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

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

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

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

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

(b) an executed Assignment and Assumption Agreement;

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

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

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

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

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

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

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

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

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

10. **Additional Action.**

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

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

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



(a) Any liability arising out of or relating to Services provided by, or on behalf of, Seller;

(b) Any liability arising out of the employment of or arising out of any employment, severance, retention or termination agreement with any employee, including, without limitation, wages or any other compensation accrued prior to the Effective Time or COBRA, or any “parachute payment” to a “disqualified individual” (as each term is defined in Section 280G of the Internal Revenue Code) as a result of the transaction;

(c) Any liability arising out of or related to an employee grievance related to periods prior to the Effective Time;

(d) Any liability arising out of any workers’ compensation claims made or related to periods prior to the Effective Time;

(e) Any liability arising out of any proceeding relating to any act or omission of Seller;

(f) Any claims, potential claims or liability arising out of any claims, causes of action or other litigation matters arising from events that occurred prior to the Effective Time;

(g) Any liability arising out of or resulting from Seller’s noncompliance with any law, rule or regulation;

(h) Any liability arising out of or relating to any appeals, audits, adjustments, or recoupments made by a Governmental Program (defined below) or a third-party payor for Services rendered by or on behalf of Seller prior to the Effective Time;

(i) Any liability of Seller under this Agreement or any other document executed in connection with the transactions contemplated hereby; or

(j) Any liability relating to operations of the Business prior to the Effective Time.

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

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

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

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

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

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

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

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

**14. Employees.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**(m) Health Care Compliance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **22. Termination.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Any Retained Liabilities; and

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

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

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

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

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

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

**30. Restrictive Covenant.**

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

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

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

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

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

### **31. Miscellaneous Provisions.**

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

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

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

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

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

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



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

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

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

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

**[SIGNATURE PAGE FOLLOWS]**

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

**SELLER:**

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

By: \_\_\_\_\_  
Name: Vernon J. Bryant  
Title: Chairman

**ATTESTED TO:**

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

**PURCHASER:**

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

By: \_\_\_\_\_  
Name:  
Title:

## **List of Exhibits and Schedules**

### **Exhibits**

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

### **Schedules**

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

**EXHIBIT A**

**RESTRICTED FUND AGREEMENT**

**EXHIBIT B**

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

**EXHIBIT C**

**BILL OF SALE AND ASSIGNMENT**

**EXHIBIT D**

**LEASE AGREEMENT**

## **SCHEDULE 1A**

### **EXCLUDED ASSETS**

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



## **SCHEDULE 7**

### **ASSUMED CONTRACTS**

Agreements with the following entities shall be assigned to Assignee:

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

Bryan Health and Rehab

Isaac H. Miller: Hospice Medical Director

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

Halifax Regional Medical Center, Inc.

**SCHEDULE 18(c)**

**NOTICES AND CONSENTS**

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

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

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

**SCHEDULE 18(f)**

**HEALTHCARE LICENSES**

North Carolina Home Health License: HC0765

Medicare Provider Number (Home Health): 34-7004

NPI (Home Health): 1720080518

Medicare Provider Number (Hospice): 34-1583

NPI (Hospice): 1275750598



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

**TO:** Halifax County Board of Commissioners

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

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

**SUBJECT:** HCC - Community Education Centers

**DATE:** September 3, 2019 Regular Meeting

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**SUPPORTING INFORMATION:**

Dr. Elam will be sharing the progress of HCC's countywide partnership to create Community Education Centers. The project is funded by Golden Leaf in the amount of \$582,000. The grand opening of the Community Education Centers in Halifax County will be September 26th at 4:30 p.m. at three (3) locations: Hollister, Weldon, and Scotland Neck.

**ATTACHMENTS:**

Description

▣ HCC - CEC Presentation

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**TOTAL COST:**n/a

**COUNTY COST:**n/a

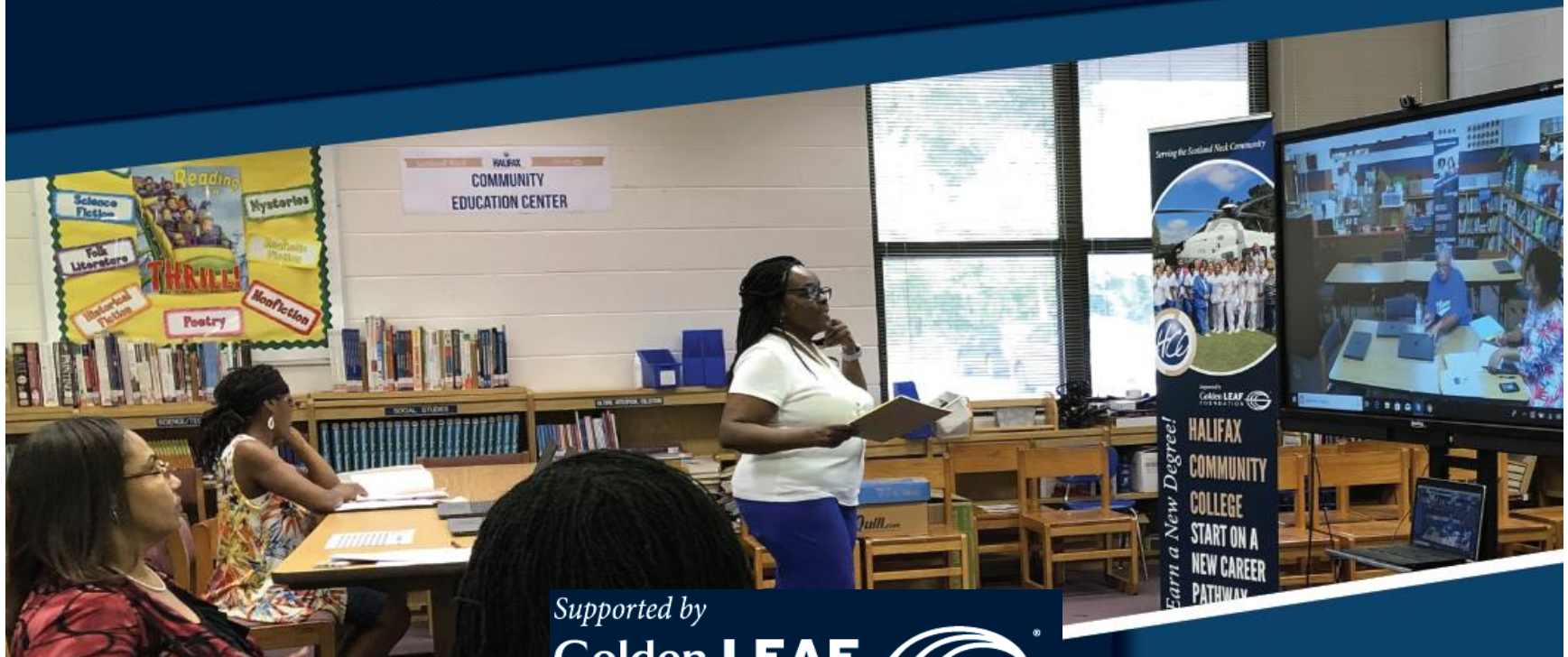
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**REQUEST:** No action needed.



# HALIFAX COMMUNITY COLLEGE

## *Community Education Centers*



Supported by

**Golden LEAF**  
FOUNDATION





# Locations:

## **Scotland Neck Elementary School**

901 Junior High School Road, Scotland Neck, NC 27874

## **Hollister Elementary School**

37432 NC-561

Hollister, NC 27844

## **HCC Campus**

Dr. Elton Newbern Jr. Education Center

100 College Drive, Weldon, NC 27890



# Preparing for Future Careers with Short-term Training for Long Term Goals

- Online and evening classes available
- 3 and 16 week classes available
- Flexible schedule
- Academic Advising provided
- Training offered at one site
- Opportunity to earn Career Readiness Certification
- Employability Skills Training
- Courses and training continuously added to increase opportunities
- Career advising available

**NO COST TO YOU!!**



# CLASS SCHEDULE:

### CNA I

Scotland Neck - August 16th - December 16th Online and Fridays 9:00 AM-3:00 PM

HCC Campus - August 19th – October 31st Mondays, Tuesdays, Thursdays, and Fridays 8:00 AM-4:00 PM

### Technology Awareness

Scotland Neck- August 19- September 30 Mondays and Wednesdays 5:30 PM-8:30 PM

Hollister - August 20- September 26 Tuesdays and Thursdays 5:30 PM-8:30 PM

### Career Planning/Assessment

HCC Campus - September 10 - October 1 Tuesdays 5:30 PM-8:30 PM







# RAMP EAST

**REGIONAL ADVANCED MANUFACTURING PIPELINE  
FOR EASTERN NORTH CAROLINA  
August 29, 2019 – October 12, 2019**

**THE ADVANCED MANUFACTURING INSTITUTE** is a 96 hour curriculum, requiring an industry-recognized Career Readiness Certification, servicing Edgecombe, Halifax, Nash, Northampton and Wilson counties created to prepare students for a career in the manufacturing sector. Participants will be exposed to typical problems and challenges encountered in a modern manufacturing environment and gain first-hand experience in addressing them.

### **INTRODUCTION TO MANUFACTURING (15 HRS)**

Thursday, August 29, 2019, 5:30 PM – 9:00 PM (3.5hrs)

Friday, August 30, 2019, 5:30 PM – 9:00 PM (3.5hrs)

Saturday, August 31, 2019, 8:30 AM – 5:00 PM (8hrs)

### **WORKING SMART (33 hrs)**

Thursday, September 5, 2019, 5:00 PM – 9:00 PM (4hrs)

Friday, September 6, 2019, 5:00 PM – 9:00 PM (4hrs)

Saturday, September 7, 2019, 8:00 AM – 5:00 PM (8.5hrs)

Thursday, September 12, 2019, 5:00 PM – 9:00 PM (4hrs)

Friday, September 13, 2019, 5:00 PM – 9:00 PM (4hrs)

Saturday, September 14, 2019, 8:00 AM – 5:00 PM (8.5 hrs)

### **MATH FOR MEASUREMENT FOR INDUSTRY WORKERS (12 hrs)**

Thursday, September 19, 2019, 5:30 PM – 8:30 PM (3hrs)

Friday, September 20, 2019, 5:30 PM – 8:30 PM (3hrs)

Saturday, September 21, 2019, 9:00 AM – 4:00 PM (6hrs)

### **GENERAL INDUSTRY OSHA-10 (12 hrs)**

Thursday, September 26, 2019, 5:30 PM – 8:30 PM (3hrs)

Friday, September 27, 2019, 5:30 PM – 8:30 PM (3hrs)

Saturday, September 28, 2019, 9:00 AM – 4:00 PM (6hrs)

### **LEAN SIX SIGMA – YELLOW BELT (12 hrs)**

Thursday, October 3, 2019, 5:30 PM – 8:30 PM (3hrs)

Friday, October 4, 2019, 5:30 PM – 8:30 PM (3hrs)

Saturday, October 5, 2019, 9:00 AM – 4:00 PM (6hrs)

### **PROBLEM SOLVING (12 hrs)**

Thursday, October 10, 2019, 5:30 PM – 8:30 PM (3hrs)

Friday, October 11, 2019, 5:30 PM – 8:30 PM (3hrs)

Saturday, October 12, 2019, 9:00 AM – 4:00 PM (6hrs)

## INTERESTED IN A CAREER CHANGE?

*For information on how to register,  
send an email to:  
[customizedtraining@halifaxcc.edu](mailto:customizedtraining@halifaxcc.edu)*



# COMMUNITY EDUCATION CENTERS GRAND OPENING!

SEPTEMBER 26, 2019 AT 4:30 P.M.

SIMULTANEOUS CELEBRATIONS AT ALL  
3 LOCATIONS!

**Scotland Neck Elementary School**  
901 Jr High School Rd, Scotland Neck, NC 27874

**Hollister Elementary School**  
37432 NC-561, Hollister, NC 27844

**HCC Campus**  
Dr. Elton Newbern Jr. Education Center  
100 College Dr, Weldon, NC 27890

Contact Dr. Jeffery Fields at 252.536.7289 or  
[jfields@halifaxcc.edu](mailto:jfields@halifaxcc.edu) for more information!

Supported by  
**Golden LEAF**  
FOUNDATION 



# A special thanks goes to the following partners:

- Golden LEAF Foundation
- Halifax County Government
- Halifax Community College
- Halifax County Schools
- Halifax County Economic Development Commission
- Roanoke-Chowan Community College
- Northampton County Government
- Northampton County Economic Development Commission
- The Roanoke Center (Roanoke Electric Membership Corporation)
- North Carolina Rural Center
- Choanoke Area Development Association (CADA)
- NCWorks Career Center for Halifax and Northampton Counties
- Town of Scotland Neck, North Carolina
- Haliwa-Saponi Indian Tribe
- Town of Weldon, North Carolina
- HCC TechHire Program
- HCC WIOA Program
- HCC RAMP EAST Program
- Upper Coastal Plain Council of Governments

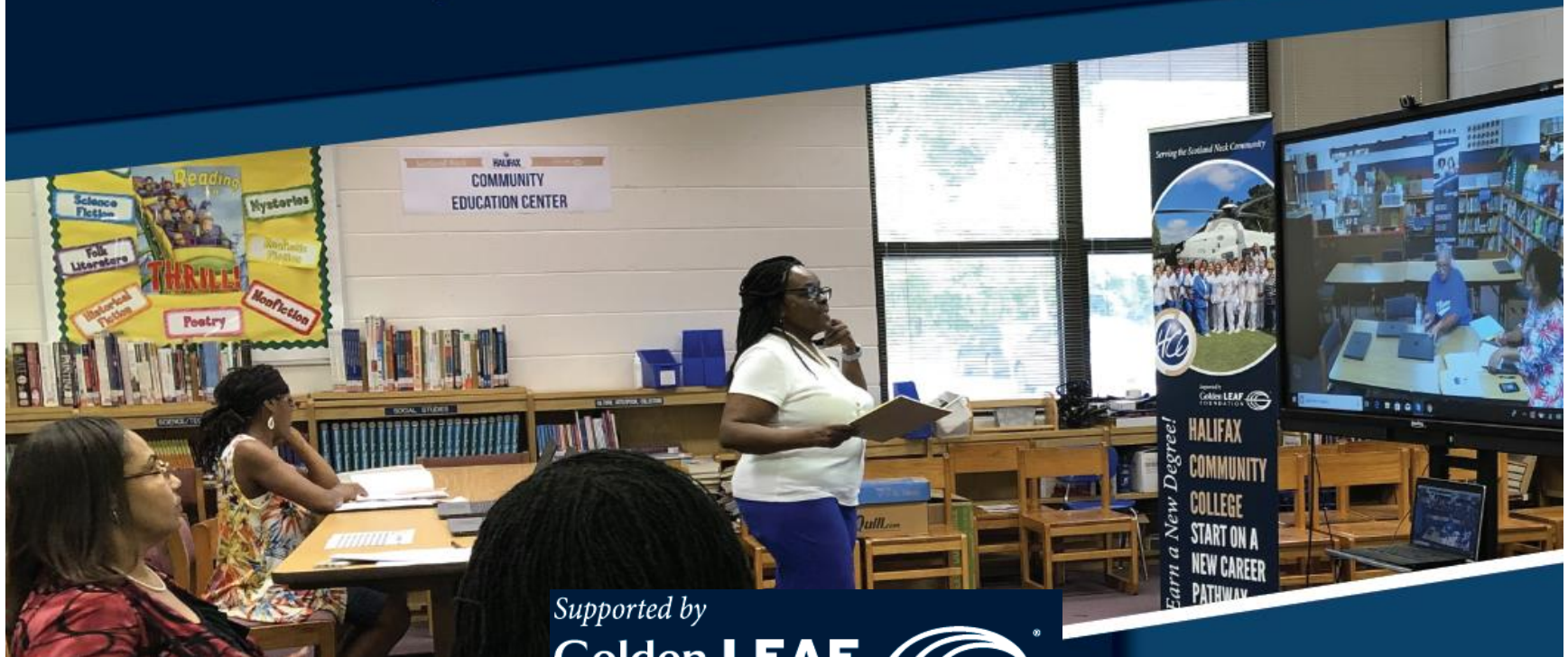






# HALIFAX COMMUNITY COLLEGE

## *Community Education Centers*



Supported by





**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:** Surplus Vehicle Donation to HCC

**DATE:** September 3, 2019 Regular Meeting

---

**SUPPORTING INFORMATION:**

1. Halifax Community College has requested the donation of an ambulance owned by Halifax County that has been taken offline for its use in training as part of HCC's EMS Program.
2. A recent ambulance taken offline is 601-A, a 2006 Ford F-450 Type I ambulance with approximately 238,000 miles on it.
3. This ambulance has been remounted before, and cannot be remounted again. It is no longer adequate for EMS, but would be appropriate for training for HCC.
4. NC General Statute 160A-280(a) allows the donation of surplus property to another unit of local government after posting notice of its intentions. A community college is included as being allowed to receive the surplus property.
5. A five day notice is required. The notice was posted on August 26, 2019.
6. A resolution is attached that declares the ambulance surplus and gives authorization to donate the ambulance to Halifax Community College.

**ATTACHMENTS:**

Description

- ☐ HCC Request Letter
- ☐ Public Notice
- ☐ Resolution

---

**TOTAL COST:**n/a

**COUNTY COST:**n/a

---

**REQUEST:** Approve the resolution declaring the ambulance surplus and authorize the donation of the vehicle to Halifax Community College.

E.A. "Andy" Bryant Jr., EMS Program Coordinator  
Workforce and Economic Development  
Halifax Community College  
100 College Drive  
Weldon, NC 27890

April 25, 2019

Jerry Edmonds, Dean  
Workforce and Economic Development  
Halifax Community College  
100 College Drive  
Weldon, NC 27890

Dear Jerry,

I am respectfully requesting assistance from you concerning the acquisition of a donated ambulance from Halifax County EMS. The ambulance, which is owned and operated through Halifax County government, will be taken out of service in the next few months. The servicing of the ambulance has been maintained by their maintenance contract with Little and Jenkins Garage of Roanoke Rapids. In addition to the routine maintenance of the ambulance, the daily crews are required to check the ambulance equipment daily and at this time there are no known defects or deficiencies to the ambulance.

As a part time employee of Halifax County EMS, I had the opportunity to learn of this ambulance being taken off line. I have spoken with Mrs. Dia Denton, Assistant County Manager for Halifax County, who has indicated, she would need a letter from an administrator of the college requesting the ambulance for our EMS program.

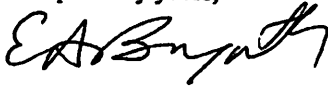
This ambulance would be used for our yearly emergency driving courses, Emergency Medical Technician, and advanced EMS classes. In addition; with the expansion of EMS classes away from the college, such as the Gaston, Littleton, and Enfield classes scheduled for this year, we would need to be able to provide an ambulance for the training of the EMS students at multiple locations on the same nights. The current ambulance the college has would still be used along with the proposed donated ambulance. Currently there are several mechanical issues with the current ambulance and repairs are needed prior to our use of this unit in upcoming courses.

The North Carolina Office of EMS is also proposing changes with regards to the basic EMT courses, which would require a mandatory driving element with each class. If approved, these changes would take place in the beginning of 2020. The use of a second ambulance would alleviate student inactivity during our variety of classes.

In years past, we have had to rely on outside agencies such as Atlas Medical Transport, Eastern Medical Transport, Halifax County EMS, and Roanoke Valley Rescue Squad to provide on-duty ambulances for our driving and other EMS courses. With the current trend of increasing students for our various programs, it is difficult to teach with one ambulance.

I would appreciate any assistance you can provide with this request.

Respectfully yours,



E.A. "Andy" Bryant Jr, EMS Program Coordinator  
Halifax Community College

COUNTY OF HALIFAX

PUBLIC NOTICE

PROPOSED DONATION OF SURPLUS PERSONAL PROPERTY

Pursuant to GS 160A-280(a) public notice is hereby given that the Halifax County Board of Commissioners will consider a request to declare certain personal property to be surplus property and a further request that such property be donated to Halifax Community College. The personal property under consideration is a 2006 Ford F-450 Type I ambulance, VIN 1FDXF46P77EA98736.

The Board will take action on this matter at its next regular meeting on Tuesday, September 3, 2019, at 9:30 a. m., in the Commissioners Meeting Room located on the second floor of the Historic Courthouse, Halifax, North Carolina. All persons interested in this matter are invited to attend this meeting of the Halifax County Board of Commissioners. The County of Halifax will provide reasonable accommodation and service for any qualified disabled person who wishes to attend the meeting. To request such accommodations please contact Andrea H. Wiggins, Clerk to the Board, at (252) 583-1131 three (3) days prior to the meeting.

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

POSTED: August 26, 2019

*(NOTE: MUST BE POSTED AT LEAST FIVE DAYS BEFORE THE MEETING)*



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

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

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

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

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

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

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

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

The 3<sup>rd</sup> day of September, 2019.

---

Vernon J. Bryant, Chairman  
Halifax County Board of Commissioners

ATTEST:

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



**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:** September 3, 2019 Regular Meeting

---

**SUPPORTING INFORMATION:**

Attached, please find the Board Appointments.

**ATTACHMENTS:**

Description

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

---

**TOTAL COST:**

**COUNTY COST:**

---

**REQUEST:** Approve the Board Appointments that require action.

# **BOARD APPOINTMENTS**

- A. Parks and Recreation Advisory Board
- B. Scotland Neck Planning Board
- C. Tourism Development Authority
- D. Board Vacancies Without Recommendations
- E. October 2019 Board Appointments

# **MEMORANDUM**

**TO: HALIFAX COUNTY COMMISSIONERS**

**FROM: ANDREA H. WIGGINS, CLERK TO THE BOARD**

**SUBJECT: PARKS AND RECREATION ADVISORY BOARD**

According to our records, the Parks and Recreation Advisory Board has two members that are appointed by the Board of Commissioners with terms that will expire on September 30, 2019:

**Delores Amason and Jennifer Fields**

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

- Receive nominations to reappoint Delores Amason and Jennifer Fields

## Parks and Recreation Advisory Board

6	<b>Delores</b> <i>Halifax</i>	<b>Amason</b>	Member <i>Black Female</i>	10/1/2016 through 9/30/2019 <i>Term Number: 1</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
8	<b>Jennifer</b> <i>Hobgood</i>	<b>Fields</b>	Member <i>Black Female</i>	10/1/2016 through 9/30/2019 <i>Term Number: 1</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
5	<b>Audrey</b> <i>Roanoke Rapids</i>	<b>Hardy</b>	Member <i>Black Female</i>	10/1/2017 through 9/30/2020 <i>Term Number: 1</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
10	<b>Lavern</b> <i>Weldon</i>	<b>Harris</b>	Member <i>Black Female</i>	10/1/2017 through 9/30/2020 <i>Term Number: 1</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
4	<b>Bettie</b> <i>Halifax</i>	<b>Moore</b>	Member <i>Black Female</i>	10/1/2017 through 9/30/2020 <i>Term Number: 1</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
1	<b>Regina</b> <i>Roanoke Rapids</i>	<b>Reaves</b>	Member <i>White Female</i>	10/1/2017 through 9/30/2020 <i>Term Number: 1</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
9	<b>Willis</b> <i>Enfield</i>	<b>Richardson</b>	Member <i>Black Male</i>	11/6/2017 through 9/30/2020 <i>Term Number: 0</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
7	<b>Carolyn</b> <i>Roanoke Rapids</i>	<b>Battle</b>	Member <i>Black Female</i>	11/5/2018 through 9/30/2021 <i>Term Number: 0</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
3	<b>Hattie</b> <i>Scotland Neck</i>	<b>Staton</b>	Member <i>Black Female</i>	12/3/2018 through 9/30/2021 <i>Term Number: 0</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>
2	<b>Paul</b> <i>Halifax</i>	<b>Walden</b>	Member <i>Black Male</i>	10/1/2018 through 9/30/2021 <i>Term Number: 1</i>	Appointed by: Halifax County Commissioners <i>Eligible for reappointment? Yes</i>



# **MEMORANDUM**

**TO: HALIFAX COUNTY COMMISSIONERS**

**FROM: ANDREA H. WIGGINS, CLERK TO THE BOARD**

**SUBJECT: SCOTLAND NECK PLANNING BOARD**

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**

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

- Receive nominations to waive the term limit and reappoint Linda Clark

## Scotland Neck Planning Board

---

1	<b>Linda Clark</b> <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	<b>Larry Pendleton</b> <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	<b>Joey Josey</b> <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	<b>James Wiggins</b> <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>

# **MEMORANDUM**

**TO: HALIFAX COUNTY COMMISSIONERS**

**FROM: ANDREA H. WIGGINS, CLERK TO THE BOARD**

**SUBJECT: TOURISM DEVELOPMENT AUTHORITY**

According to our records, the Tourism Development Authority has one member that is appointed by the Board of Commissioners to serve as an ex-officio member:

**Jim Trzinki**

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

- Receive nominations to appoint Virginia Lewis to replace Jim Trzinki



## Tourism Authority

4	<b>Mary Duncan</b> <i>Halifax</i>	Ex-Officio <i>White Female</i>	through Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
2	<b>Cathy Scott</b> <i>Roanoke Rapids</i>	Ex-Officio <i>White Female</i>	through Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
1	<b>Jim Trzinki</b> <i>Littleton</i>	Ex-Officio <i>White Male</i>	through Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
3	<b>Arthur Whitehead</b> <i>Halifax</i>	Ex-Officio <i>White Male</i>	through Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
6	<b>Kathy White (Vacant)</b> <i>Roanoke Rapids</i>	Member <i>White Female</i>	8/1/2016 through 7/31/2019 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
10	<b>Sandra Bryant</b> <i>Roanoke Rapids</i>	Member <i>Black Female</i>	8/1/2017 through 7/31/2020 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
9	<b>James Carlisle</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	8/1/2017 through 7/31/2020 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
8	<b>Jessica Hedgpeth</b> <i>Roanoke Rapids</i>	Member <i>Indian Female</i>	7/9/2018 through 7/31/2020 Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
13	<b>Christina Gregory</b> <i>Roanoke Rapids</i>	Member <i>White Female</i>	8/1/2018 through 7/31/2021 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
12	<b>Brent Lubbock</b> <i>Scotland Neck</i>	Member <i>White Male</i>	6/3/2019 through 7/31/2021 Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
11	<b>Percilla West</b> <i>Roanoke Rapids</i>	Member <i>Black Female</i>	8/1/2018 through 7/31/2021 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
7	<b>Yvonne Thompson</b> <i>Littleton</i>	Member <i>White Female</i>	8/1/2019 through 7/31/2022 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
5	<b>Curtis Wynn</b> <i>Roanoke Rapids</i>	Member <i>Black Male</i>	8/1/2019 through 7/31/2022 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>



State of North Carolina  
County of Halifax

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



Date Received \_\_\_\_\_

APPLICATION FOR: AUTHORITIES, BOARDS, COMMISSIONS, and COMMITTEES

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

Name: Virginia Lewis Nickname: Ginny

ETHNIC BACKGROUND: African American \_\_\_ Caucasian ☒ Hispanic \_\_\_ Native American \_\_\_ Other \_\_\_

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

Home Phone Number: 252-537-4779 Home Fax Number: 252-535-5767

Email Address: glewis@rvchamber.com

Home Address: 106 Midway Lane Roanoke Rapids NC 27870  
street city state zip

Mailing Address: Same

Are you a full-time resident of Halifax County? Yes ☒ No \_\_\_ Township: \_\_\_

Do you live within any corporate or town limits? Yes ☒ No \_\_\_ Which: Roanoke Rapids

Employer: Roanoke Valley Chamber of Commerce

Business Address: 260 Premier Blvd Roanoke Rapids NC 27870  
street city state zip

Business Phone Number: 252-537-3513 Business Fax: \_\_\_\_\_

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

Halifax County Convention and Visitor Bureau

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

Ex-Officio

Qualification for specific category: President/CEO of The Roanoke Valley Chamber of Commerce

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

Halifax County Economic Development Commission  
Halifax County Horizons, Main Street Roanoke Rapids

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



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

Past employee of Halifax County Convention and Visitor Bureau  
Present: President/CEO of Roanoke Valley Chamber of Commerce

Is your property tax listing current? Yes ☒ No ☐

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

Do you have any delinquent Halifax County taxes? Yes ☐ No ☒

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

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

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

Date: 6/25/2019

Applicant's Signature: Virginia Lewis

Return application to:

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

Fax: (252) 583-9921

# MEMORANDUM

**TO: HALIFAX COUNTY COMMISSIONERS**

**FROM: ANDREA H. WIGGINS, CLERK TO THE BOARD**

**SUBJECT: BOARD VACANCIES WITHOUT RECOMMENDATIONS**

**For Information Only – No Action Required**

No action is necessary at this time unless a member of the Board has a recommendation for an appointment.

-----

According to our records, the **Adult Care Home Advisory Committee** has one position that is appointed by the Board of Commissioners that is vacant:

Fred Brown

-----

According to our records, the **Community Child Protection Team** has two positions that are appointed by the Board of Commissioners that are vacant:

Susan Horrell and Lakeshia Jones

-----

According to our records, the **Five County Community Operations Center Oversight Board** has one position that is appointed by the Board of Commissioners that is vacant:

Dean Smith

-----

According to our records, the **Halifax County Board of Adjustment** has one position that is appointed by the Board of Commissioners that is vacant:

Thomas Myrick, Jr.

-----

According to our records, the **Halifax County Council on Aging** has one position that is appointed by the Board of Commissioners that is vacant:

Jennifer Cooper

-----

Continued



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

George Branch, Jr. and Doris Richardson  
-----

According to our records, the **Halifax County Joseph Montfort Amphitheater Advisory Board** has one position that is appointed by the Board of Commissioners that is vacant:

Christopher Mayo  
-----

According to our records, the **Halifax-Northampton Regional Airport Authority** has 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  
-----

According to our records, the **Roanoke Rapids Planning Board** has two positions that are appointed by the Board of Commissioners that are vacant:

Tillman Long and Robert Moore, Jr.  
-----

Continued

According to our records, the **Solid Waste Advisory Board** has two positions that are appointed by the Board of Commissioners that are vacant:

Bill Dickens and John Lovett

-----

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

Kathy White

-----

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

Norlan Graves

-----

## Adult Care Home Advisory Committee

---

3	<b>Fred Brown (Vacant)</b> <i>Roanoke Rapids</i>	Member <i>Black Male</i>	7/1/2016 through 6/30/2019 <i>Term Number: 6</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
1	<b>Hattie Staton</b> <i>Scotland Neck</i>	Member <i>Black Female</i>	7/1/2017 through 6/30/2020 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
5	<b>Prudence Boseman</b> <i>Littleton</i>	Member <i>White Female</i>	7/1/2018 through 6/30/2021 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
4	<b>Ozie Ruffin</b> <i>Weldon</i>	Member <i>Black Female</i>	7/1/2018 through 6/30/2021 <i>Term Number: 6</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
2	<b>Alberta Greene</b> <i>Weldon</i>	Member <i>Black Female</i>	7/1/2019 through 6/30/2022 <i>Term Number: 7</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>



## Community Child Protection Team (CCPT)

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5	<b>Susan Horrell (Vacant)</b> <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	<b>Lakeshia Jones (Vacant)</b> <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	<b>Magda Baligh</b> <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	<b>Florine Bell</b> <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	<b>Kevin Kupietz</b> <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	<b>Bobby Martin</b> <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	<b>Shannon McAllister</b> <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	<b>Michael Pittman</b> <i>Halifax</i>	Member <i>Black Male</i>	4/1/2018 through 3/31/2021 <i>Term Number: 6</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>



## Five County Community Oper. Center Oversight Board

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

## Halifax County Board of Adjustment

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



## Halifax County Council on Aging

12	<b>Carolyn Johnson</b> <i>Littleton</i>	County Commissioner <i>Black Female</i>	through Term Number:	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
10	<b>Jennifer Cooper (Vacant)</b> <i>Enfield</i>	Member <i>Other Female</i>	7/1/2016 through 6/30/2019 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
5	<b>Brenda Ausby</b> <i>Roanoke Rapids</i>	Member <i>Black Female</i>	7/1/2017 through 6/30/2020 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
2	<b>Helen Bush</b> <i>Roanoke Rapids</i>	Member <i>White Female</i>	7/1/2017 through 6/30/2020 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
16	<b>James Walden</b> <i>Halifax</i>	Member <i>Black Male</i>	7/1/2017 through 6/30/2020 Term Number: 5	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
9	<b>Gail Walker</b> <i>Roanoke Rapids</i>	Member <i>White Female</i>	7/1/2017 through 6/30/2020 Term Number: 8	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
11	<b>Greg Browning</b> <i>Roanoke Rapids</i>	Member <i>Black Male</i>	7/1/2018 through 6/30/2021 Term Number: 4	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
13	<b>Undine Garner</b> <i>Roanoke Rapids</i>	Member <i>White Female</i>	7/1/2018 through 6/30/2021 Term Number: 6	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
14	<b>Marion Lewis</b> <i>Littleton</i>	Member <i>Black Female</i>	7/1/2018 through 6/30/2021 Term Number: 7	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
3	<b>Ernestine Ware</b> <i>Scotland Neck</i>	Member <i>Black Female</i>	7/1/2018 through 6/30/2021 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
15	<b>Belinda Belfield</b> <i>Halifax</i>	Member <i>Black Female</i>	7/1/2019 through 6/30/2022 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
4	<b>Katherine Lee</b> <i>Halifax</i>	Member <i>Black Female</i>	7/1/2019 through 6/30/2022 Term Number: 9	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
7	<b>Tillman Long</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	7/1/2019 through 6/30/2022 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
1	<b>William Mueller</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	7/1/2019 through 6/30/2022 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
8	<b>Sandra Rosser</b> <i>Roanoke Rapids</i>	Member <i>Black Female</i>	7/1/2019 through 6/30/2022 Term Number: 4	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
6	<b>Gladys Walden</b> <i>Halifax</i>	Member <i>Black Female</i>	7/1/2019 through 6/30/2022 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>

## Halifax County Human Relations Commission

1	<b>George Branch, Jr. (Vacant)</b> <i>Roanoke Rapids</i>	Member <i>Black Male</i>	11/1/2010 through 10/31/2013 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
9	<b>Doris Richardson (vacant)</b> <i>Hollister</i>	Member <i>Indian Female</i>	11/1/2012 through 10/31/2015 <i>Term Number: 4</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
6	<b>Robert Bigham</b> <i>Tillery</i>	Member <i>White Male</i>	11/1/2015 through 10/31/2018 <i>Term Number: 3</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
5	<b>Sandra Bryant</b> <i>Roanoke Rapids</i>	Member <i>Black Female</i>	11/1/2016 through 10/31/2019 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
2	<b>Sheldon Deaton</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	11/1/2016 through 10/31/2019 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
3	<b>Susie Hodges</b> <i>Littleton</i>	Member <i>Black Female</i>	11/1/2016 through 10/31/2019 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
4	<b>J. Rives Manning</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	11/1/2016 through 10/31/2019 <i>Term Number: 4</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
8	<b>Terry Buffaloe</b> <i>Roanoke Rapids</i>	Member <i>Black Male</i>	11/1/2017 through 10/31/2020 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
7	<b>Michael Felt</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	11/1/2017 through 10/31/2020 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>



## Amphitheater Advisory Board

9	<b>Christopher Mayo (Vacant)</b> <i>Halifax</i>	Member <i>White Male</i>	8/1/2016 through 3/31/2018 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
6	<b>George Daniel</b> <i>Scotland Neck</i>	Member <i>White Male</i>	7/10/2017 through 3/31/2019 <i>Term Number: 0</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
5	<b>Lori Medlin</b> <i>Roanoke Rapids</i>	Member <i>White Female</i>	4/1/2016 through 3/31/2019 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
7	<b>Richard Woodruff</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	4/1/2016 through 3/31/2019 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
8	<b>William Cox</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	4/1/2017 through 3/31/2020 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
2	<b>Jeff Dickens</b> <i>Littleton</i>	Member <i>White Male</i>	4/1/2017 through 3/31/2020 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
1	<b>Judy Evans-Barbee</b> <i>Roanoke Rapids</i>	Member <i>White Female</i>	4/1/2017 through 3/31/2020 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
10	<b>Curtis Strickland</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	4/1/2017 through 3/31/2020 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
3	<b>Frances King</b> <i>Halifax</i>	Member <i>White Female</i>	4/1/2018 through 3/31/2021 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
4	<b>J. Rives Manning, Jr.</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	4/1/2018 through 3/31/2021 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
11	<b>W. Turner Stephenson III</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	4/1/2018 through 3/31/2021 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>

## Airport Authority

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



## Industrial Facilities & Pollution Control

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5	<b>Kenny Deloatch</b> Roanoke Rapids	Member White Male	2/1/2013 through 1/31/2019 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
6	<b>Carl Ferebee</b> Roanoke Rapids	Member Black Male	3/11/2013 through 1/31/2019 Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
7	<b>G. Wayne Long</b> Roanoke Rapids	Member White Male	2/1/2013 through 1/31/2019 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
1	<b>Rick Gilstrap (Vacant)</b> Roanoke Rapids	Member White Male	2/1/2015 through 1/31/2021 Term Number: 5	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
2	<b>Clay Shields</b> Scotland Neck	Member White Male	2/1/2015 through 1/31/2021 Term Number: 4	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
3	<b>Michael Knudson</b> Roanoke Rapids	Member White Male	2/1/2017 through 1/31/2023 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
4	<b>Marvin Newsom, III</b> Littleton	Member White Male	2/1/2017 through 1/31/2023 Term Number: 4	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes



## Juvenile Crime Prevention Council

9	Diane Scotland Neck	Pridgen (Vacant)	Substance Abuse Professional White Female	2/1/2010 through 1/31/2012 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
7	Fred Roanoke Rapids	Draper (Vacant)	Non-Profit or United Way Repres White Male	2/1/2011 through 1/31/2013 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
25	Ronna Halifax	Graham (Vacant)	At-Large Member White Female	2/1/2013 through 1/31/2015 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
16	Linda Roanoke Rapids	Vaughan (Vacant)	At-Large Member White Female	5/6/2013 through 1/31/2015 Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
10	Janyah Scotland Neck	Alston (Vacant)	Representative under 18 years ol Black Female	3/10/2014 through 1/31/2016 Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
5	Niasia Scotland Neck	Anthony (Vacant)	Representative under 18 years ol Black Female	2/1/2014 through 1/31/2016 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
1	Bettina Halifax	Flood (Vacant)	Juvenile Defense Attorney Black Female	2/1/2014 through 1/31/2016 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
26	Levi Enfield	Scott (Vacant)	Business Community Member Black Male	8/3/2015 through 1/31/2016 Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
12	Clarette Henderson	Glenn (Vacant)	Mental Health Representative Black Female	2/1/2017 through 1/31/2019 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
3	Ellen Roanoke Rapids	Burnette	At-Large Member White Female	2/1/2018 through 1/31/2020 Term Number: 6	Appointed by: Halifax County Commissioners Eligible for reappointment? No
6	Anzell Halifax	Harris	Halifax Sheriff Office Black Male	2/1/2018 through 1/31/2020 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
8	Joe Halifax	Long	Parks & Recreation Representati White Male	2/1/2018 through 1/31/2020 Term Number: 11	Appointed by: Halifax County Commissioners Eligible for reappointment? No
4	Joseph Weldon	Sandoval	Faith Community Representative White Male	2/1/2018 through 1/31/2020 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
14	Valerie Halifax	Asbell	District Attorney White Female	2/1/2019 through 1/31/2021 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
20	Brenda Roanoke Rapids	Branch	District Court Judge Black Female	2/1/2019 through 1/31/2021 Term Number: 6	Appointed by: Halifax County Commissioners Eligible for reappointment? No
13	Tony N. Halifax	Brown	County Manager Black Male	2/1/2019 through 1/31/2021 Term Number: 6	Appointed by: Halifax County Commissioners Eligible for reappointment? No

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



## Nursing Home Advisory Committee

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5	Carolyn Littleton	Johnson	Ex-Officio Black Female		through Term Number:	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
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? <b>Yes</b>
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? <b>No</b>
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? <b>No</b>
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? <b>Yes</b>
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? <b>Yes</b>
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? <b>Yes</b>

## Roanoke Rapids Board of Adjustment

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

## Roanoke Rapids Planning Board

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2	<b>Tillman Long (vacant)</b> Roanoke Rapids	ETJ Member White Male	6/1/2011 through 5/31/2014 Term Number: 8	Appointed by: Halifax County Commissioners Eligible for reappointment? No
1	<b>Terry Campbell</b> 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	<b>Robert Moore, Jr. (Vacant)</b> Roanoke Rapids	ETJ Member Black Male	6/1/2017 through 5/31/2020 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? Yes
4	<b>Greg Browning</b> Roanoke Rapids	ETJ Member Black Male	6/1/2018 through 5/31/2021 Term Number: 6	Appointed by: Halifax County Commissioners Eligible for reappointment? No



## Solid Waste Advisory Board

5	<b>Bill</b> <i>Enfield</i>	<b>Dickens (vacant)</b>	Enfield <i>White Male</i>	2/1/2011 through 1/31/2014 <i>Term Number: 4</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
11	<b>John</b> <i>Halifax</i>	<b>Lovett (vacant)</b>	Member <i>White Male</i>	2/1/2011 through 1/31/2014 <i>Term Number: 3</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
2	<b>Danny</b> <i>Roanoke Rapids</i>	<b>Acree</b>	Roanoke Rapids <i>White Male</i>	2/1/2017 through 1/31/2020 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
6	<b>Jeffrey</b> <i>Weldon</i>	<b>Elks</b>	Weldon <i>White Male</i>	2/1/2017 through 1/31/2020 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
8	<b>Gregory</b> <i>Enfield</i>	<b>Griffin</b>	Ex-Officio <i>White Male</i>	2/1/2017 through 1/31/2020 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
3	<b>James</b> <i>Scotland Neck</i>	<b>Gunnells</b>	Scotland Neck <i>White Male</i>	2/1/2017 through 1/31/2020 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
7	<b>Al</b> <i>Littleton</i>	<b>Haskins</b>	At-Large Member <i>White Male</i>	2/1/2017 through 1/31/2020 <i>Term Number: 4</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
1	<b>Ann</b> <i>Littleton</i>	<b>Jackson</b>	At-Large Member <i>White Female</i>	2/1/2017 through 1/31/2020 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
9	<b>John</b> <i>Scotland Neck</i>	<b>Smith</b>	At-Large Member <i>Black Male</i>	2/1/2017 through 1/31/2020 <i>Term Number: 7</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
4	<b>Robert</b> <i>Hobgood</i>	<b>Sykes, Jr.</b>	Hobgood <i>White Male</i>	2/1/2017 through 1/31/2020 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
10	<b>Betty</b> <i>Littleton</i>	<b>Willis</b>	Littleton <i>White Female</i>	2/1/2017 through 1/31/2020 <i>Term Number: 5</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>



## Tourism Authority

4	<b>Mary Duncan</b> <i>Halifax</i>	Ex-Officio <i>White Female</i>	through Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
2	<b>Cathy Scott</b> <i>Roanoke Rapids</i>	Ex-Officio <i>White Female</i>	through Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
1	<b>Jim Trzinki</b> <i>Littleton</i>	Ex-Officio <i>White Male</i>	through Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
3	<b>Arthur Whitehead</b> <i>Halifax</i>	Ex-Officio <i>White Male</i>	through Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
6	<b>Kathy White (Vacant)</b> <i>Roanoke Rapids</i>	Member <i>White Female</i>	8/1/2016 through 7/31/2019 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
10	<b>Sandra Bryant</b> <i>Roanoke Rapids</i>	Member <i>Black Female</i>	8/1/2017 through 7/31/2020 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
9	<b>James Carlisle</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	8/1/2017 through 7/31/2020 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
8	<b>Jessica Hedgpeth</b> <i>Roanoke Rapids</i>	Member <i>Indian Female</i>	7/9/2018 through 7/31/2020 Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
13	<b>Christina Gregory</b> <i>Roanoke Rapids</i>	Member <i>White Female</i>	8/1/2018 through 7/31/2021 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
12	<b>Brent Lubbock</b> <i>Scotland Neck</i>	Member <i>White Male</i>	6/3/2019 through 7/31/2021 Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
11	<b>Percilla West</b> <i>Roanoke Rapids</i>	Member <i>Black Female</i>	8/1/2018 through 7/31/2021 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
7	<b>Yvonne Thompson</b> <i>Littleton</i>	Member <i>White Female</i>	8/1/2019 through 7/31/2022 Term Number: 3	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
5	<b>Curtis Wynn</b> <i>Roanoke Rapids</i>	Member <i>Black Male</i>	8/1/2019 through 7/31/2022 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>

## Upper Coastal Plain Board of Directors

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<b>3</b>	<b>Tony</b> <i>Halifax</i>	<b>Brown</b>	County Manager <i>Black Male</i>	7/1/2018 through 6/30/2020 <i>Term Number: 6</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
<b>2</b>	<b>Ian</b> <i>Halifax</i>	<b>Bumgarner</b>	Alternate Member <i>White Male</i>	7/1/2018 through 6/30/2020 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
<b>6</b>	<b>Dia</b> <i>Halifax</i>	<b>Denton</b>	Alternate Member <i>White Female</i>	7/1/2018 through 6/30/2020 <i>Term Number: 4</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
<b>4</b>	<b>Norlan</b> <i>Roanoke Rapids</i>	<b>Graves (Vacant)</b>	At-Large/Private Sector <i>Black Male</i>	7/1/2018 through 6/30/2020 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
<b>1</b>	<b>Barbara</b> <i>Enfield</i>	<b>Simmons</b>	At-Large/Private Sector <i>Black Female</i>	7/1/2018 through 6/30/2020 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
<b>5</b>	<b>Marcelle</b> <i>Scotland Neck</i>	<b>Smith</b>	Elected Official <i>Black Male</i>	7/1/2018 through 6/30/2020 <i>Term Number: 6</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>

# MEMORANDUM

**TO: HALIFAX COUNTY COMMISSIONERS**

**FROM: ANDREA H. WIGGINS, CLERK TO THE BOARD**

**SUBJECT: OCTOBER 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.

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According to our records, the Central Communications Advisory Board has two members that are appointed by the Board of Commissioners with terms that will expire on October 31, 2019:

**James Michael Hale and Richard Pulley**

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According to our records, the Halifax County Human Relations Commission has four members that are appointed by the Board of Commissioners with terms that will expire on October 31, 2019:

**Sandra Bryant, Sheldon Deaton, Susie Hodges, and J. Rives Manning, Jr.**

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## Central Communications Advisory Board

11	<b>Winifred</b> <i>Littleton</i>	<b>Bowens</b>	Chief of Police <i>Black Female</i>	through Term Number:	Appointed by: Littleton Town Council Eligible for reappointment? <b>Yes</b>
14	<b>Tony</b> <i>Halifax</i>	<b>Brown</b>	Ex-Officio <i>Black Male</i>	through Term Number:	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
1	<b>Stacy</b> <i>Roanoke Rapids</i>	<b>Coggins</b>	Fire Chief <i>White Male</i>	through Term Number:	Appointed by: Roanoke Rapids City Council Eligible for reappointment? <b>Yes</b>
2	<b>Christopher</b> <i>Weldon</i>	<b>Davis</b>	Police Chief <i>White Male</i>	through Term Number:	Appointed by: Weldon Town Council Eligible for reappointment? <b>Yes</b>
3	<b>Tyree</b> <i>Enfield</i>	<b>Davis</b>	Police Chief <i>Black Male</i>	through Term Number:	Appointed by: Enfield Town Commissioners Eligible for reappointment? <b>Yes</b>
9	<b>Chuck</b> <i>Roanoke Rapids</i>	<b>Hasty</b>	Chief of Police <i>White Male</i>	through Term Number:	Appointed by: Roanoke Rapids City Council Eligible for reappointment? <b>Yes</b>
4	<b>John</b> <i>Scotland Neck</i>	<b>Hopkins</b>	Ex-Officio <i>White Male</i>	through Term Number:	Appointed by: Hobgood Town Council Eligible for reappointment? <b>Yes</b>
16	<b>Heather</b> <i>Halifax</i>	<b>Joyner</b>	Ex-Officio <i>White Female</i>	through Term Number:	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
15	<b>Phil</b> <i>Halifax</i>	<b>Ricks</b>	Ex-Officio <i>White Male</i>	through Term Number:	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
8	<b>John</b> <i>Scotland Neck</i>	<b>Tippett</b>	Member <i>White Male</i>	through Term Number:	Appointed by: Scotland Neck Town Council Eligible for reappointment? <b>Yes</b>
13	<b>John</b> <i>Halifax</i>	<b>White</b>	Ex-Officio <i>White Male</i>	through Term Number:	Appointed by: Halifax Town Council Eligible for reappointment? <b>Yes</b>
6	<b>James Michael Hale</b> <i>Littleton</i>		Volunteer Fire Department Memb <i>White Male</i>	11/1/2016 through 10/31/2019 Term Number: 6	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>No</b>
12	<b>Richard</b> <i>Littleton</i>	<b>Pulley</b>	At-Large Member <i>White Male</i>	3/6/2017 through 10/31/2019 Term Number: 0	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
5	<b>Neil</b> <i>Halifax</i>	<b>Aycock</b>	Sheriff's Department <i>White Male</i>	11/1/2017 through 10/31/2020 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
7	<b>Tanya</b> <i>Halifax</i>	<b>Byrd-Robinson</b>	At-Large Member <i>Black Female</i>	11/1/2018 through 10/31/2021 Term Number: 2	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>
10	<b>Adam</b> <i>Scotland Neck</i>	<b>Greene</b>	EMS Member <i>White Male</i>	11/1/2018 through 10/31/2021 Term Number: 1	Appointed by: Halifax County Commissioners Eligible for reappointment? <b>Yes</b>

## Halifax County Human Relations Commission

1	<b>George Branch, Jr. (Vacant)</b> <i>Roanoke Rapids</i>	Member <i>Black Male</i>	11/1/2010 through 10/31/2013 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
9	<b>Doris Richardson (vacant)</b> <i>Hollister</i>	Member <i>Indian Female</i>	11/1/2012 through 10/31/2015 <i>Term Number: 4</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
5	<b>Sandra Bryant</b> <i>Roanoke Rapids</i>	Member <i>Black Female</i>	11/1/2016 through 10/31/2019 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
2	<b>Sheldon Deaton</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	11/1/2016 through 10/31/2019 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
3	<b>Susie Hodges</b> <i>Littleton</i>	Member <i>Black Female</i>	11/1/2016 through 10/31/2019 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
4	<b>J. Rives Manning, Jr.</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	11/1/2016 through 10/31/2019 <i>Term Number: 4</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? No</i>
8	<b>Terry Buffaloe</b> <i>Roanoke Rapids</i>	Member <i>Black Male</i>	11/1/2017 through 10/31/2020 <i>Term Number: 2</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
7	<b>Michael Felt</b> <i>Roanoke Rapids</i>	Member <i>White Male</i>	11/1/2017 through 10/31/2020 <i>Term Number: 1</i>	<i>Appointed by: Halifax County Commissioners</i> <i>Eligible for reappointment? Yes</i>
6	<b>Robert Bigham</b> <i>Tillery</i>	Member <i>White Male</i>	11/1/2018 through 10/31/2021 <i>Term Number: 4</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:** Renee Perry, HR Management Director

**SUBJECT:** Retirement Resolution - Anne P. Hilliard, Department of Social Services

**DATE:** September 3, 2019 Regular Meeting

---

**SUPPORTING INFORMATION:**

Please adopt the retirement resolution and acknowledge Anne P. Hilliard for her service to the county. Attached is the retirement resolution.

**ATTACHMENTS:**

Description

- ▢ Retirement Resolution - Anne P. Hilliard

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**TOTAL COST:**

**COUNTY COST:**

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**REQUEST:** Adopt the retirement resolution and acknowledge Mrs. Hilliard for her service to the county.



# Resolution

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

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

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

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Vernon J. Bryant, Chairman  
Halifax County Board of Commissioners

ATTEST:

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Andrea H. Wiggins  
Clerk to the Board



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

**TO:** Halifax County Board of Commissioners

**FROM:** Renee Perry, HR Management Director

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

**DATE:** September 3, 2019 Regular Meeting

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**SUPPORTING INFORMATION:**

Please adopt the retirement resolution and acknowledge Laura B. Boyd for her service to the county. Attached is the retirement resolution.

**ATTACHMENTS:**

Description

- ▢ Retirement Resolution - Laura B. Boyd

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**TOTAL COST:**

**COUNTY COST:**

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**REQUEST:** Adopt the retirement resolution and acknowledge Ms. Boyd for her service to the county.

# Resolution

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

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

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

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Vernon J. Bryant, Chairman  
Halifax County Board of Commissioners

ATTEST:

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Andrea H. Wiggins  
Clerk to the Board



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

**TO:** Halifax County Board of Commissioners

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

**PRESENTER:** County Commissioners

**SUBJECT:** Approval of Closed Session Minutes

**DATE:** September 3, 2019 Regular Meeting

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**SUPPORTING INFORMATION:**

The draft minutes of the July 8, 2019 Closed Session Meeting has 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

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**TOTAL COST:**

**COUNTY COST:**

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**REQUEST:** Approve the Closed Session Minutes.