

# 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 June 25, 2019 Special Meeting 5:30 PM**

Halifax County Historic Courthouse  
10 North King Street, Post Office Box 38, Halifax, North Carolina 27839  
252-583-1131/Fax: 252-583-9921  
[www.halifaxnc.com](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.*

## **1. Agenda Item**

### **1. Enfield Fire Department, Inc., Six Mile Fire Tax District**

**Tony N. Brown, County Manager**

## **2. Adjourn Until The July 8, 2019 Regular Meeting**

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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**  
**Special Meeting**

**TO:** Halifax County Board of Commissioners

**FROM:** Tony N. Brown, County Manager

**PRESENTER:** Tony N. Brown, County Manager

**SUBJECT:** Enfield Fire Department, Inc., Six Mile Fire Tax District

**DATE:** June 25, 2019 Special Meeting

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**SUPPORTING INFORMATION:**

See the attached information presented by Fire Chief Ronnie Locke at your April 29, 2019 meeting.

**ATTACHMENTS:**

Description

- ▢ Letter of Request
- ▢ Enfield Fire Department Agreement
- ▢ Enfield Fire District Tax Proposal
- ▢ Enfield Fire Department Information
- ▢ Special Meeting Notice

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**TOTAL COST:**

**COUNTY COST:**

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**REQUEST:** Request the board discuss and decide what if any adjustments staff should make to the budget ordinance regarding the 2 cent tax increase for the Enfield Rural Fire Tax District.



## **ENFIELD FIRE DEPARTMENT Inc.**

Date: 3/29/2019

To: Halifax County Commissioners

Reference: Enfield Fire Department Inc. Six (6) Mile Fire Tax District

Chairman Bryant and fellow Commissioners, the Enfield Fire Department Inc. is requesting to come before you at the Halifax County Commissioners Finance Meeting on Tuesday, April 16, 2019. This is in reference to our request for an increase in the tax % in the six (6) mile fire tax district that our department serves. We will provide a full explanation for this request, as well as how this increase in revenue will be used.

Thank You

Ronnie Locke

Chief of Operations

Phone#: (252)903-6875

email: [rlocke@enfieldnc.org](mailto:rlocke@enfieldnc.org)

William (W.C.) Crickmore

Captain / Training Officer

Phone#: (252)908-0960

email: [wcefd330@gmail.com](mailto:wcefd330@gmail.com)

NORTH CAROLINA  
HALIFAX COUNTY

THIS AGREEMENT, effective this 1<sup>st</sup> day of July, 2014, by between Halifax County, a body politic and corporate of the State of North Carolina, hereinafter called the "COUNTY", and Enfield Fire Department, Inc., a nonprofit corporation organized under the laws of the State of North Carolina, with its principle place of business in Halifax County, hereinafter called the "FIRE DEPARTMENT";

WITNESSETH:

WHEREAS, by resolution adopted on May 2, 1994, the Halifax County Board of Commissioners established the Enfield Fire Service District (the "District") pursuant to Chapter 153A, Article 16, Part 1 of the North Carolina General Statutes; and

WHEREAS, upon the establishment of the District it is the duty of the COUNTY to furnish fire protection to said District to the extent of the tax levied, appropriated, and collected for fire protection in said District; and

WHEREAS, the Board of County Commissioners administer the taxes collected for fire protection purposes for said District as provided in G.S. 153A-305 and other applicable laws, and the COUNTY wishes to contract with the FIRE DEPARTMENT, an incorporated, non-profit fire department located in said District, to furnish fire protection for said District upon the terms herein set forth: and

WHEREAS, the FIRE DEPARTMENT currently furnishes fire protection services for the District under an agreement dated November 1, 2006; and

WHEREAS, the COUNTY has determined that it is necessary and desirable to make certain revisions to the form of agreement between the County and all entities providing fire protection services in the various fire protection districts throughout Halifax County; and

WHEREAS, the FIRE DEPARTMENT is willing and able to continue furnishing fire protection services for the District upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants and promises contained herein, the parties hereto do hereby agree as follows:

1. The FIRE DEPARTMENT will furnish fire protection, limited rescue and will assist with first responding at the request of EMS only, as defined in G.S. 69-25.4 to the Fire Protection District, which protection shall include but not be limited to the use of fire trucks, pumps, hose, and other equipment, personnel, water, and other items necessary for firefighting and protection that are in the possession or control of the FIRE DEPARTMENT. In addition, the FIRE DEPARTMENT will furnish satisfactory evidence of sufficient workers' compensation coverage applicable to all personnel, regardless of status, of the FIRE DEPARTMENT. The FIRE DEPARTMENT will adopt and apply the National Incident Management System (NIMS) as the standard for incident management for use in daily operations, as well as disaster operations in Halifax County, North Carolina. All work performed and all funds expended shall be in strict accordance with applicable laws.

2. The FIRE DEPARTMENT shall not assign any interest in this agreement and shall not transfer any interest in this agreement without prior written approval of the COUNTY.

3. The FIRE DEPARTMENT shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures. The FIRE DEPARTMENT shall submit a Receipt and Disbursement Statement annually to the County Fire Marshal showing the allocation and expenditure of funds for the services rendered under this Agreement. In addition, every two years, the FIRE DEPARTMENT will submit its bank statements and general ledger and subsidiary ledgers to the County Fire Marshal. The COUNTY shall be entitled to require a complete audit upon the recommendation of the County Fire Marshal.

4. It is acknowledged that the FIRE DEPARTMENT also provides fire protection services within the municipal corporate limits of the Town of Enfield. It is also acknowledged that the rural fire district taxes levied by the COUNTY cannot be used to provide or support fire protection services within the municipal corporate limits of the Town of Enfield. Therefore, on or before June 30 of each year, the FIRE DEPARTMENT will report to the COUNTY the full amount of all appropriations or other financial support received from the Town of Enfield during the previous twelve month period, as well as the amount of support expected to be received from the Town of Enfield in the upcoming fiscal year. It is understood that the purpose of this information will be to insure that rural fire district tax revenues are not being used to supplant revenues that should be received from the Town of Enfield for fire protection within the town's municipal corporate limits.

5. All books and records shall be maintained by the FIRE DEPARTMENT for a period of at least three years from the date that the FIRE DEPARTMENT'S fiscal year ends and shall be made available for audit upon request during regular business hours of the FIRE DEPARTMENT.

6. In connection with the performance of this Agreement, the FIRE DEPARTMENT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin.

7. As a condition of receiving funds from the COUNTY, the FIRE DEPARTMENT agrees to fully indemnify and hold harmless the COUNTY, its officers, agents, and employees from and against any and all claims, demands, payments, suits, actions, costs, recoveries, and judgments of every kind and description brought out of or occurring in connection with, directly or indirectly, activities funded in part or in whole with funds made available under this Agreement. The FIRE DEPARTMENT shall be solely responsible for compliance with all applicable laws, including but not limited to those relating to occupational health and safety and financial expenditure and reporting, and FIRE DEPARTMENT agrees to indemnify and hold harmless the COUNTY against any and all violations, real or alleged in accordance with the foregoing sentence.

8. The COUNTY shall have no authorization or responsibility for the administration and supervision of FIRE DEPARTMENT'S officers, employees, and agents, it being acknowledged and agreed that said persons are not officers, employees, or agents of the COUNTY.

9. The COUNTY will levy, appropriate and collect property taxes within the District in the manner authorized by G.S. 153A-307 and other applicable laws. The rate of taxation from year to year shall be determined in the sole discretion of the Board of Commissioners of the COUNTY, based upon the request of the FIRE DEPARTMENT and the recommendation of the County Manager. In addition, from year to year, the COUNTY may, but shall not be obligated to, allocate to the District other revenues not otherwise restricted by law. The taxing district revenues levied, appropriated and collected will be paid to the FIRE DEPARTMENT at regular or irregular intervals and in varying amounts during the fiscal year, provided, however that no payment of fire district taxes shall exceed the amount actually collected by the COUNTY regardless of the amount levied or appropriated, nor shall the total payment from any source of revenues exceed the amount actually budgeted by the COUNTY unless authorized by subsequent budget amendment.

10. All funds paid to FIRE DEPARTMENT by the COUNTY shall be used exclusively to provide fire protection within said District, and to pay other legitimate fire protection expenses and obligations.

11. The FIRE DEPARTMENT shall provide the necessary equipment and personnel for furnishing adequate fire protection in the district as determined by the North Carolina Department of Insurance, Fire and Rescue Service Division, or other designated State or local agency, for all property located within the fire district, and it will furnish said fire protection without charge to all persons located in said in an efficient and workmanlike manner.

12. This Agreement shall be effective as of July 1, 2014, and shall continue in effect from fiscal year to fiscal year, it being the desire of the parties that this shall be a continuing agreement which shall not require re-execution each fiscal year. This contract may be amended from time to time by mutual written agreement. This contract may be terminated by either party with or without cause, but only upon 90 days prior written notice.

13. Any notices required or deemed necessary under this contract shall be directed as follows:

If to the COUNTY:

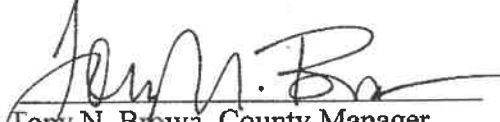
Tony N. Brown  
County Manager  
Halifax County  
Post Office Box 38  
Halifax, North Carolina 27839

If to the DEPARTMENT:

Ronnie Locke, Chief  
Enfield Fire Department, Inc.  
12719 Hwy 481  
Enfield, North Carolina 27823

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, the day and year first above written.

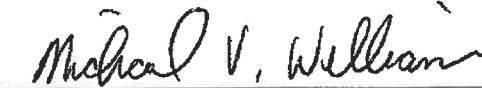
COUNTY:

  
Tony N. Brown, County Manager

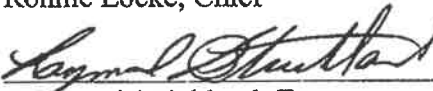
ATTEST:

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

FIRE DEPARTMENT:

  
~~David Hunt~~, Chairman MICHAEL V. WILLIAMS

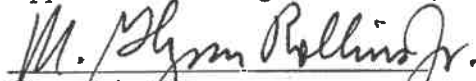
  
Ronnie Locke, Chief

  
Raymond Strickland, Treasurer

This contract has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

  
County Finance Director

Approved As To Legal Sufficiency:

  
County Attorney

Approved As To Content:

  
County Fire Marshal



***2019-2020 TAX % INCREASE / SERVICES PROPOSAL***  
***ENFIELD FIRE DEPARTMENT INC.***

***DECEMBER 2018 PROPOSAL***



## **2019-2020 FIRE TAX % INCREASE / SERVICES PROPOSAL**

**We are asking the County Commissioners and Management of Halifax County for a 2¢ per \$100 fire tax increase beginning at the 2019-2020 fiscal year. Our current rate is 6.9¢ per \$100, so therefore, we are asking for 8.9¢ per \$100 in order to provide the following:**

### **VISION**

#### **GOALS:**

- |        |  |
|--------|--|
| Goal 1 | *Provide 2 (two) On-Duty Personnel to Service the Citizens and Community<br>(Fire and EMS First Responder incidents) |
| Goal 2 | *Improve the Insurance Rating of the Fire District   |
| Goal 3 | *Provide On- Duty Personnel to Upkeep and Sustain the Department's Facilities and Equipment                          |

### **MISSION STATEMENTS FOR GOALS**

#### **DESCRIPTIONS:**

- |        |   |
|--------|---|
| Goal 1 | <p>*2 (two) On-duty personnel during the following days and times:<br/>Monday through Friday 08:00 am – 05:00 pm<br/>Optional on holidays</p> <p>*The estimated cost for on-duty personnel is projected as follows:<br/>\$60,000 – salaries (depending on hours worked)<br/>9 (nine) part time staff members (2 each day)<br/>\$2,000 – Uniforms (shirts, pants, coats, etc.)</p> <p>*Any cost that is above the monies received from the proposed fire tax % increase will be paid by the Enfield Fire Department Inc. This will allow the department to offer a competitive wage to recruit qualified candidates. (We want to offer this opportunity to the members of our department and community first.) Then if needs be, to others from the surrounding areas.</p> <p>This will also allow the department to purchase the required uniforms and equipment for the on-duty personnel.</p> <p>*This personnel will respond to:</p> <ul style="list-style-type: none"><li>*Fire and Rescue incidents</li><li>*"C" and "D" emergency dispatch</li><li>EMS incidents, as well as any EMS incident that requires an out of district unit to respond, east of</li></ul> |
|--------|---|

Interstate 95 in our district.  
We will continue to respond as  
called upon if needed in all other  
areas in our district.  
\*Public Service Events such as  
school and community safety  
training and so forth

- Goal 2                      \*The addition of on-duty personnel is essential in increasing the  
Department of Insurance's ISO Fire Rating (the better a fire  
department's rating is, the lower the cost of fire insurance is for  
residences and businesses. Especially businesses)  
                                    \*Quicker Response Times  
                                    \*Ease of Meeting the ISO Requirements
- Goal 3                      \*On-duty personnel do the maintenance and upkeep on department  
equipment and facilities.  
                                    \*This increases the reliability and the safety of equipment  
                                    \*This allows volunteer members to train more often instead  
of maintaining the equipment and facilities. (This in itself is a  
tremendous assistance to the volunteer.)

### **Timelines**

#### **IMPLEMENTATION:**

- Preparation                      \*We will recruit and obtain the required personnel and equipment to  
begin on-duty staffing of 2 (two) personnel.  
                                    \*We will have policies and procedures implemented to show the  
duties and responsibilities of the on-duty personnel.
- Completion                      \*2 (two) on-duty personnel will be staffed as early as October 1, 2019  
and no later than December 1, 2019.

**\*\*ALL APPROPRIATE SIGNATURES TO BE OBTAINED FOR APPROVED  
CONTRACTUAL AGREEMENT\*\***



4/27/2019

**Enfield Fire Department Inc.**

**Enfield Fire Department 2017-2019 Incident List**

**2017**

**I. Incidents: 377**  
A. County: 306      %: 81      I-95: 90      EMS: 4  
B. Town: 71      %: 19      EMS: 24      EMS %: 34

**II. Budgets: \$309,613.09**  
A. County: \$237,613.09      %: 76.7  
B. Town: \$72,000      %: 23.3

**2018**

**I. Incidents: 426**  
A. County: 327      %: 77      I-95: 67      EMS: 9  
B. Town: 99      %: 23      EMS: 28      EMS %: 28

**II. Budgets: \$330,481.35**  
A. County: \$258,481.35      %: 78.2  
B. Town: \$72,000      %: 21.8

**2019**

**I. Incidents: 143 (as of 4/27/2019)**  
A. County: 110      %: 78      I-95: 24      EMS: 3  
B. Town: 33      %: 22      EMS: 6      EMS %: 17

**II. Budgets: \$180,966.96**  
A. County: \$157,887.51      %: 87.2  
B. Town: \$23,079.45      %: 12.8      (contract / 365 days)

**TOTALS:**

**I. Incidents: 946      Dates: 1/1/2017- 4/27/2019**  
A. County: 743      %: 79      I-95: 183      EMS: 16  
B. Town: 203      %: 21      EMS: 58      EMS %: 29

**II. Budgets: \$821,061.95**  
A. County: \$653,981.95      %: 79.6  
B. Town: \$167,079.45      %: 20.4

# Halifax County Board of Commissioners

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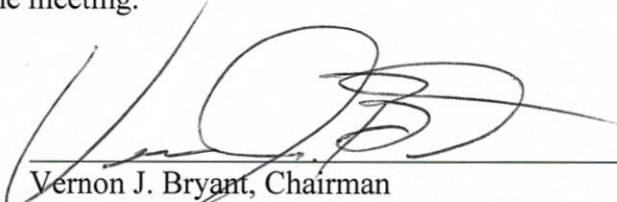
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## PUBLIC NOTICE

### NOTICE OF SPECIAL MEETING

**NOTICE IS HEREBY GIVEN** in accordance with General Statute §143-318.12 and §153A-40(b) that a Special Meeting of the Halifax County Board of Commissioners will be held on Tuesday, June 25, 2019 at 5:30 P. M. in the Commissioners Board Room on the second floor of the Halifax County Historic Courthouse located at 10 North King Street, Halifax, North Carolina. The purpose of this meeting is to discuss a fire district.

The Halifax County Historic Courthouse is accessible to persons with disabilities. Anyone requiring special assistance should contact Andrea H. Wiggins, Clerk to the Board, at (252) 583-1131 at least 48 hours prior to the meeting.



Vernon J. Bryant, Chairman  
Halifax County Board of Commissioners

Attest:



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

Signature Date: June 20, 2019

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

**In God We Trust**