

**MINUTES FROM A REGULAR MONTHLY MEETING HELD BY THE BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF WARREN IN THE WARREN COUNTY ARMORY CIVIC CENTER MEETING ROOM ON MONDAY, MARCH 7, 2016 AT 6:00 P.M.**

The meeting was called to order by Chairman Barry Richardson. Other Commissioners present: Bertadean Baker, Tare Davis, Jennifer Jordan, and Victor Hunt. Others in attendance: County Manager Linda Worth, Finance Director Gloria Edmonds, and County Attorney Chuck Kitchen.

Clerk to the Board read the “Conflict of Interest Disclaimer.”

*“Members of the County Board of Commissioners are advised, hereby, of their duty under the State Government Ethics Act to avoid conflicts of interest and the appearance of such conflict; and, further, are instructed to refrain from participating in any matter coming before this Board of County Commissioners with respect to which there is a conflict of interest or appearance of such conflict.”*

*In accordance with the State Government Ethics Act, it is the duty of every Board member to avoid both conflicts of interest and appearances of such conflict.*

*Does any Board member have any known conflict of interest or appearance of conflict with respect to any matter coming before this Board today?*

*If so, please identify the conflict and refrain from any undue participation in the particular matter involved.*

Citizen Comments were as follows:

Don Carson of the Lake Gaston Association (LGA), thanked the Board for the services provided at the Lake and spoke in reference to Warren County’s FY 2016-17 budget plans (comments on file in Clerk to the Board’s office).

Rev. Steven Mullenix, Board of Election member, spoke in support of Agenda Item 14 “Board of Elections Contract for Legal Services” and requested Commissioner’s favorable response.

On motion of Commissioner Davis, which was seconded by Commissioner Hunt and duly carried by unanimous vote, the March 7, 2016 Agenda was adopted with a revision to Item # 10 “First Amendment & Extension of Collection Center and Transfer Station Operating Agreement with Waste Industries, LLC”.

On motion of Commissioner Jordan, which was seconded by Commissioner Davis and duly carried by unanimous vote, Consent Agenda Item 6A –Minutes were approved as follows:

- February 1<sup>st</sup> - Public Hearings for Solar Farm Ordinance & Revised Zoning Ordinance to include Solar Farms**
- February 1<sup>st</sup> - Regular Monthly Meeting**
- February 17<sup>th</sup> - Special Meeting**
- February 29<sup>th</sup> - Special Meeting**

On motion of Commissioner Jordan, which was seconded by Commissioner Davis and duly carried by unanimous vote, Consent Agenda Item 6B – Interest Income Report for January 2016 was approved.

**INTEREST INCOME REPORT  
MONTH OF JANUARY 2016**

<b>FUND</b>	<b>JANUARY INCOME</b>	<b>FISCAL YEAR TO - DATE</b>
General	2,943.10	6,319.38
Revaluation	88.96	264.40
E 911 Telephone System	97.30	297.46
Buck Spring Project	71.57	212.75
Simulcast System Upgrade	101.44	304.07
Regional Water Enterprise Fund	266.55	792.24
District 1 Enterprise Fund	241.87	718.89

Solid Waste	20.92	58.15
District II Enterprise Fund	311.55	926.08
District III Enterprise Fund	151.44	450.10
District III Phase III	1.39	5.87
Emergency Services Headquarters	26.38	85.40
Recreation Complex Phase III	0.18	25.27
	4,322.65	10,460.06

On motion of Commissioner Jordan, which was seconded by Commissioner Davis and duly carried by unanimous vote, Consent Agenda Item 6C – Tax Collector’s Report for January 2016 was accepted in accordance with NCGS 105-350.

**Tax Collector's Report  
to the Warren County Board of Commissioners  
For the Month January 2016**

**Current Year Collections**

Tax Year	Charge	Collected in January	Collected to Date	Balance Outstanding	Percentage Collected
January 2016 FY16	\$16,403,076	\$2,751,494	\$14,899,598	\$1,503,477	90.83
January 2015 FY15	\$16,392,810	\$2,345,792	\$14,876,533	\$1,516,277	90.75

**Delinquent Collections**

Year	Charge	Collected	Outstanding	Percentage Collected
2014	\$499,316	\$25,260	\$179,483	35.95
2013	270,794	5,334	59,174	21.85
2012	169,353	3,743	26,345	15.56
2011	121,488	2,929	14,709	12.11
2010	100,113	740	9,734	9.72
2009	89,874	727	8,384	9.33
2008	85,885	1,274	6,194	7.21
2007	95,178	730	4,134	4.34
2006	98,920	302	2,142	2.16
2005	84,227	599	2,500	2.97
<b>Total Delinquent Years</b>	<b>\$ 1,615,148</b>	<b>\$41,638</b>	<b>\$ 312,799</b>	<b>\$ 1,302,350</b>

**Other January Receipts**

County Penalties	\$ 16,673	\$ 70,832
Landfill User Fees	\$ 189,201	\$ 1,029,008
Municipalities	\$ 112,048	\$ 602,517
Fire District Taxes	\$ 143,002	\$ 783,360
Advance Taxes	\$ 4,592	\$ 10,825
<b>JANUARY GRAND TOTAL</b>	<b>\$ 3,258,648</b>	<b>\$17,708,939</b>

*Starlin L. Beatty, Tax Administrator*      2/12/2016  
Starlin L. Beatty, Tax Administrator      DATE

On motion of Commissioner Jordan, which was seconded by Commissioner Davis and duly carried by unanimous vote, Consent Agenda Item 6D – Request for Tax Releases Over \$100 was approved in accordance with NCGS 105-381-TAXPAYER REMEMDIES:

Over \$100	3/7/2016	Date:
<b><u>ERROR CORRECTION RELEASES:</u></b>		
ALSTON PAMELA	2009 48233 109	43668 \$201.12 MH WAS DEMOLISHED IN 2007
ALSTON PAMELA	2010 48233 110	46458 \$203.64 MH WAS DEMOLISHED IN 2007
ALSTON PAMELA	2011 48233 111	47936 \$198.37 MH WAS DEMOLISHED IN 2007
ALSTON PAMELA	2012 48233 112	51464 \$182.26 MH WAS DEMOLISHED IN 2007
ALSTON PAMELA	2013 48233 113	55306 \$178.87 MH WAS DEMOLISHED IN 2007
ALSTON PAMELA	2014 48233 114	58592 \$162.68 MH WAS DEMOLISHED IN 2007
ALSTON PAMELA	2015 48233 200	30033 \$152.23 MH WAS DEMOLISHED IN 2007
BAPISTE ERICA W	2008 40575 106 G2 32 D1	41492 \$251.12 SOLD ON GOV DEALS
BAPISTE ERICA W	2009 40575 109 G2 32 D1	44073 \$287.25 SOLD ON GOV DEALS
BAPISTE ERICA W	2010 40575 110 G2 32 D1	46927 \$266.37 SOLD ON GOV DEALS
BRANCH ELVERT	2015 3182 200	26894 \$394.62 DW DOUBLE LISTED
CATTEL CHERYL A	2015 40425 200	27842 \$225.21 BOATS SOLD WITH HSE/DOUBLE BILLED
GAINNEY STEPHANIE N	2015 37586 300 L3D 57I	24522 \$1,732.30 CLERICAL ERROR
JONES MARY HEIRS OF	2012 40859 112 E5 117	51757 \$103.39 SOLD ON GOV DEALS
ROYSTER DONNIE C	2010 40303 110 B10 44A	46929 \$443.74 SOLD ON GOV DEALS
ROYSTER DONNIE C	2011 40303 111 B10 44A	48458 \$424.85 SOLD ON GOV DEALS



**AMENDMENT TO THE WARREN COUNTY BUDGET ORDINANCE  
2015/2016  
Amendment No. 8**

**Section 1** of the Warren County Budget Ordinance, pertaining to the General Fund operations of the County, shall be amended as follows:

Increase/(Decrease) Appropriations:

Health Department	\$	(1,622)
Sheriff's Department		826
Information Technology		1,486
Building, Grounds & Maintenance - Contingency		(2,312)
DSS Administration		538
Soil Conservation		954
		<hr/>
<b>Total</b>	<b>\$</b>	<b>(130)</b>

**Section 2** of the Warren County Budget Ordinance, pertaining to the General Fund operations of the County, shall be amended as follows:

Increase/(Decrease) Revenues:

Restricted Intergovernmental - Health	(1,622)
Restricted Intergovernmental - DSS 1571	538
Fund Balance Appropriated	954
	<hr/>
<b>Total</b>	<b>\$ (130)</b>

**This amendment:**

- adjusts the Health Department budget to the most recent state grant allocations.  
Funding Source: N.C. Department of Health & Human Services
- appropriates funds to the Sheriff's Department budget for building repairs and maintenance (i.e., tile bathroom and hallway).  
Funding Source: Building, Grounds & Maintenance - Contingency
- appropriates funds to the Information Technology budget for building repairs and maintenance (i.e., tile bathroom and hallway and carpet offices).  
Funding Source: Building, Grounds & Maintenance - Contingency
- appropriates additional funds to the DSS Administration budget for Energy Neighbor grant funding.  
Funding Source: N.C. Department of Health & Human Services
- appropriates funds to the Soil Conservation budget for additional salary and fringes needed to compensate for Interim District Director.  
Funding Source: Fund Balance Appropriated

Respectfully Submitted 3/7/2016

*Gloria M. Edmonds*

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Gloria M. Edmonds, Finance Director

On motion of Commissioner Davis, which was seconded by Commissioner Jordan and duly carried by unanimous vote, Amendment #3 to the Warren County Emergency Services Headquarters Capital Project Ordinance was approved as presented by the Finance Director.

**AMENDMENT TO THE CAPITAL PROJECT ORDINANCE  
WARREN COUNTY  
EMERGENCY SERVICES HEADQUARTERS  
(Amendment No. 3)**

**Section 4** of the above-referenced capital project ordinance shall be amended as follows:

Architectural Fees	200
Contingency	<u>(200)</u>
<b>Total</b>	<b>\$ -</b>

This amendment adjust the budget to the most recent costs for architectural fees.

Respectfully Submitted 3/7/2016

*Gloria M. Edmonds*

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Gloria M. Edmonds, Finance Director

It was presented to award Bid for FY 2016-17 Audit Contract. Six (6) requests were solicited with only one response received from Winston, Williams, Creech, Evans & Company of Oxford, NC, the County's current audit firm.

**WARREN COUNTY FINANCE OFFICE  
PROPOSALS FOR AUDIT SERVICES  
RECEIVED FRIDAY, FEBRUARY 26, 2016**

Auditing Firms	Location	Estimated Cost 6-30-2016	Estimated Cost 6-30-2017	Estimated Cost 6-30-2018
Cobb, Ezekial, Loy & Company	Graham	No bid received		
Phillips, Dorsey, Thomas, Waters & Brafford	Henderson	No bid received		
Williams, Winston, Creech, Evans & Company	Oxford	59,000.00	60,770.00	62,600.00
Cherry, Bekaert & Holland	Raleigh	No bid received		
Barrow, Parris & Davenport	Kinston	No bid received		
Blair, Bohle & Whitsitt	Charlotte	No bid received		

I certify that the above is true and accurate tabulation of the bids received at the above referenced dates.

*Gloria M. Edmonds*  
Signature  
*Annice Holtz*  
Witness

On motion of Commissioner Baker, which was seconded by Commissioner Hunt and duly carried by unanimous vote, the Audit Firm of Winston, Williams, Creech, Evans and Company of Oxford, NC was approved for Warren County audits as follows. Funding source: General Fund.

**Estimated cost:** \$59,000 for 2016  
\$60,770 for 2017  
\$62,600 for 2018.

Annually, in accordance with NCGS 18B-700(g2), a request is made by the ABC Commission for authorization to use Warren County's official travel policy.

On motion of Commissioner Jordan, which was seconded by Commissioner Hunt and duly carried by unanimous vote, request from the Warren County ABC Commission for authorization to use Warren County's Travel Policy was approved.

Having discussed during February 17, 2016 work session, 2015-16 Department of Public Instruction (DPI) Facility Needs Survey for Warren County Schools' Long Range Plan, it was submitted for Board of Commissioner's certification of receipt.

On motion of Commissioner Davis, which was seconded by Commissioner Jordan and duly carried by unanimous vote, Department of Public Instruction (DPI) 2015-2016 Facility Needs Survey for Warren County Schools' Long Range Plan was approved with the Chairman and County Manager granted signatory authorizations.

Having discussed a request for easement across Buck Spring property during February 15, 2012 work session, which was subsequently tabled from February 1, 2016 monthly meeting to the February 17, 2016 work session; it is now presented for Board of Commissioner's action to authorize Marvin G. Howard to have an easement document, prepared at his expense and through the attorney of his choice.

On motion of Commissioner Baker, which was seconded by Commissioner Jordan and duly carried by unanimous vote, Marvin G. Howard was authorized, at his own expense through the attorney of his choice, to have an easement document prepared to cross a portion of the Buck Spring property. Mr. Howard's attorney is to seek input from the County Attorney as to the County's requirements for the easement.

It was presented to approve the 1<sup>st</sup> Amendment & Extension of Collection Center & Transfer Station Operation Agreement with Waste Industries, LLC, a two-year extension of the 2013 contract at current contract rates. The term of the agreement will be July 1, 2016 to June 30, 2018.

On motion of Commissioner Hunt, which was seconded by Commissioner Davis and duly carried by unanimous vote, it was approved to enter into 1<sup>st</sup> Amendment & Extension of Collection Center & Transfer Station Operation Agreement with Waste Industries, LLC, at current contract rates, for the term of July 1, 2016 to June 30, 2018. Chairman Richardson and/or County Manager Worth were authorized to sign same. FUNDING SOURCE: Solid Waste Fund

On motion of Commissioner Davis, which was seconded by Commissioner Jordan and duly carried by unanimous vote, revised "Policy Statement for Board Appointment/Re-Appointment for Warren County" adopted November 2, 2015 was approved with two (2) revisions:

**Paragraph 5 – Except in the case of paragraph 6(b) below, Appointees may serve only three (3) consecutive three (3) year terms after which they must be removed from the board or commission. Individuals may be considered for additional terms of service on a board/commission after remaining off the board/commission for one (1) year.**

**Paragraph 8 – Board/Committee/Commission appointees must be legal residents of Warren County, NC. However, this provision may be waived at the discretion of the Warren County Board of Commissioners.**

On motion of Commissioner Baker, which was seconded by Commissioner Hunt and duly carried by unanimous vote, Ernest Fleming was reappointed to a third (3<sup>rd</sup>) term on the Kerr-Tar Regional Aging Advisory Council for a three (3) year term: January 1, 2016 - December 31, 2019.

On motion of Commissioner Baker, which was seconded by Commissioner Hunt and duly carried by unanimous vote, Virginia Broach was reappointed to a third (3<sup>rd</sup>) term on the Kerr-Tar Regional Aging Advisory Council for a three (3) year term: January 1, 2016 - December 31, 2019.

In accordance with GS 58-84-1 through 58-84-60 and on recommendation of Interim Emergency Services Director, the attached list of individuals were submitted for appointment to the Firefighters' Relief Fund Board of Trustees for a one (1) year term: January 1 – December 31, 2016.

Longbridge VFD: Bob Weathered & Norman Lunde  
Arcola VFD: Lynn Capps & Clinton Capps

On motion of Commissioner Davis, which was seconded by Commissioner Hunt and duly carried by unanimous vote, the following individuals were appointed to the Firefighters Relief Fund Board of Trustees for a one year term: January 1 to December 31, 2016.

Longbridge VFD: Bob Weathered & Norman Lunde  
Arcola VFD: Lynn Capps & Clinton Capps

On motion of Commissioner Jordan, which was seconded by Commissioner Hunt and duly carried by unanimous vote, Resolution Declaring Surplus Property from Soil & Water Conservation District, Department of Social Services and Human Resources offices was adopted. Further, Resolution authorized on-line auction or conveyance of items if not sold, and authorized Chairman Richardson to sign same.



**WARREN COUNTY BOARD OF COMMISSIONERS**

602 WEST RIDGEWAY STREET  
 POST OFFICE BOX 619  
 WARRENTON, NORTH CAROLINA 27589

State of North Carolina  
 County of Warren

Barry Richardson, Chairman  
 Jennifer Jordan, Vice Chairman  
 Bertadean Baker  
 Tare Davis  
 Victor Hunt

Linda T. Worth  
 County Manager

Angelena Kearney-Dunlap  
 Clerk to the Board

**RESOLUTION**

**SALE OF SURPLUS  
 WARREN COUNTY PROPERTY**

WHEREAS, the County of Warren has certain properties which are no longer used and may lawfully dispose of such property through on-line auction or disposal.

NOW, THEREFORE, BE IT RESOLVED THAT, pursuant to Article 12, North Carolina General Statute 160A-268, the Warren County Board of Commissioners authorize the sale through on-line auction or disposal of:

Warren County Soil & Water Conservation District Office  
 HP8500 Printer  
 AT&T Digital Answering System.

Department of Social Services:  
 Fargo Electronics Id Badge Printer (do not work)  
 HP C4086A LaserJet 8000N Printer (do not work)

Human Resources – LexMark Printer

These items are being sold in “as is” condition with no warranties.

The Warren County Board of Commissioners reserve the right to reject any or all bids, to waive informalities, and to award bid in the opinion of the Owner in its best interest.

BE IT FURTHER RESOLVED, The Board of Commissioners authorizes the County Manager (or designee) to dispose of this property and incur those costs incidental to sell property; and that advertising, describing the property, the method for bidding and the date, time and place for the bid opening be placed with auction site, notice in the Warren Record Newspaper and otherwise appropriately advertised according to law.

ADOPTED this the 7th day of March 2016.

WARREN COUNTY BOARD OF COMMISSIONERS

On motion of Commissioner Davis, which was seconded by Commissioner Hunt and duly carried by unanimous vote, Resolution Declaring Tax Foreclosed Properties as Surplus was adopted. In addition, Resolution authorized on-line auction and authorized Chairman Richardson to sign same.

**RESOLUTION**

**SALE OF SURPLUS  
 WARREN COUNTY PROPERTY**

WHEREAS, the County of Warren has certain properties which are no longer used by Warren County Departments and may lawfully dispose of such property through on-line auction or disposal.

**NOW, THEREFORE, BE IT RESOLVED THAT**, pursuant to Article 12, NC GS 160A-268, the Warren County Board of Commissioners authorize the sale through on-line auction or disposal of:

<u>Tax ID #'s</u>	<u>Property Description</u>	<u>Outstanding Tax &amp; Fees</u>
<b>D4D134</b>	<b>McCracken Lot at intersection of Rose &amp; Rooker Roads, Norlina, Smith Creek Twnshp; Size: 50F x 140D</b>	
<b>D4D136</b>	<b>McCracken Lot on Rooker Road, Smith Creek Township, Norlina Size: 50F x 140D</b>	
<b>Lots will be auctioned together</b>		<b>\$1,843.91</b>

These items are being sold in "as is" condition with no warranties.

The Warren County Board of Commissioners reserves the right to reject any or all bids, to waive informalities, and to award bid in the opinion of the Owner in its best interest.

**BE IT FURTHER RESOLVED**, The Board of Commissioners authorizes the County Manager (or designee) to dispose of this property and incur those costs incidental to sell property; and that advertising, describing the property, the method for bidding and the date, time and place for the bid opening be placed with auction site, notice in the Warren Record Newspaper and otherwise appropriately advertised according to law.

**ADOPTED this the 7<sup>th</sup> day of March 2016.**

#### **WARREN COUNTY BOARD OF COMMISSIONERS**

On motion of Commissioner Jordan, which was seconded by Commissioner Baker and duly carried by unanimous vote, a public hearing to hear citizen comments regarding proposed financing of Simulcast Radio System Upgrade Project was scheduled for Monday, April 4, 2016 at 5:45 pm.

A proposed Contract for Legal Services between Warren County Board of Elections and Donald M. Wright, Attorney at Law of Apex, NC, was submitted for Board of Commissioners consideration. If approved, a \$1,000 retainer is required within 10 (ten) business days of Agreement acceptance.

On motion of Commissioner Davis, which was seconded by Commissioner Hunt and duly carried it was ordered to enter into contract with Donald M. Wright, Attorney at Law of Apex , NC to render legal services to Warren County Board of Elections.

County Attorney Kitchen pointed out that the contract had no money amount and added that there must be a budget appropriated to satisfy general statute. Amount for litigation and travel to and from Apex needs to be taken into consideration, funds need to be appropriated before pre-audit. Present contract with County Attorney covers litigation.

Extensive discussion followed pertaining to the need for independent legal services for the Board of Elections. Debbie Formyduval, Elections Director pointed out the challenges that voter ID requirements has raised and stated that Warren County could possibly be included in legal actions. Attorney Wright, a former employee of the NC State Board of Elections has extensive knowledge of Election Law.

Motion was amended by Commissioner Davis, which was seconded by Commissioner Hunt and duly carried by a majority vote, to enter into contract for Board of Elections legal services, with Donald M. Wright, Attorney at Law of Apex , NC with a cap not to exceed \$1,600. Chairman was authorized to sign same.

Votes were as follows:       Ayes: Davis, Hunt, Baker & Jordan  
                                       Nay: Richardson

Motion carried; Contract for Board of Elections legal services with Donald M. Wright, Attorney at Law of Apex, NC with a cap not to exceed \$1,600 was approved with authorization of Chairman to sign same.

Donald M. Wright Attorney at Law  
4804 Holly Brook Drive Apex, N.C. 2753

(919) 387-3571 (office)

(919) 618- 3601 (mobile)

EFFECTIVE START DATE

3/10/16

#### ATTORNEY-CLIENT FEE AND RETAINER AGREEMENT

Donald M. Wright ("Attorney") and the Warren County Board of Elections ("Client") hereby agree that Attorney will provide legal services to Client on the terms set forth below.

**1. CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement and pays the initial deposit called for under Paragraph 4. The Attorney received the initial deposit of \$1,000 on March, 2016.

**2. SCOPE OF SERVICES.** Client hires Attorney to provide legal and consulting services pertaining to elections and the operations of the Client in the following manner:

Attorney will provide only those legal services as may be requested by Client and/or required to properly and adequately represent the Client on those matters the Client has sought the

Attorney's services. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. If a court action is filed and the Attorney's services are requested in the action, Attorney will represent Client through trial and post-trial motions. Attorney may advise to have the County Attorney as joint counsel in matters of filed litigation so as to better represent the Client and keep the costs of the litigation lower. Regardless, unless there is a conflict of interest, Attorney will make the County Attorney aware of matters that both the Client and Attorney feel are appropriate. This Agreement does not cover representation on appeal or in execution proceedings after judgment. Separate arrangements must be agreed to for those services. Services in any matter not described above will require a separate written agreement.

Unless informed otherwise by the Client, Attorney will treat inquiries by the County Attorney as coming from the Client and will respond as needed and charge as set out herein.

**3. CLIENT'S DUTIES.** Client agrees to be truthful with Attorney, to cooperate, to keep Attorney informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time, and to keep Attorney advised of Client's address, telephone numbers, and whereabouts. Client will assist Attorney promptly in providing necessary information and documents and will appear when necessary at legal proceedings, both at trial and in discovery.

**4. DEPOSITS AS A RETAINER.** Client agrees to pay Attorney an initial deposit of \$1,000.00

within ten business days of the starting date of this Agreement. The hourly charges will be charged against the deposit. The initial deposit, as well as any future deposit, will be held in a trust account. Upon review and prior approval by Client of Attorney's billing statements, Attorney shall be authorized to use that fund to pay the fees and charges reflected in the billing statements. Attorney shall account to Client for the receipt and disbursement of all client funds from his trust account. Client acknowledges that the deposit is not an estimate of total fees and costs, but merely an advance for security.

As a retainer, this payment(s) will obligate Attorney from not consulting with or representing other parties whose interest are specifically contrary to the Client. Attorney may counsel and litigate other matters where the Client is not a named party, but where the results of such matter may affect or change previous law or operations pertaining to elections in general and operations of the State and County Board of Elections.

Whenever the deposit is exhausted during the life of this agreement, Attorney reserves the right to demand further deposits in amounts agreed to by both the parties to the agreement. However, pursuant to the Warren County Board of Commissioners' vote on March 7, 2016, Attorney's fees shall be capped at \$1,600.00 unless and until the Board of Commissioners votes otherwise.

Client agrees to pay all deposits after the initial deposit within twenty business days of Attorney's demand and the parties' agreement as to the amount of new the new deposit. Unless otherwise agreed in writing, any unused deposit at the conclusion of Attorney's services or at the ending date of this agreement will be refunded to Client by Attorney within 10 business days.

**5. LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour at Attorney's prevailing rates for all time spent on Client's matters by Attorney at the rate of \$150.00/hour as to all matters that are not in active litigation. After litigation is recommended by the Attorney and approved by the Client in a matter, payment to the Attorney will be at the rate of \$250.00/hour only as to that matter. Consulting and expert witnesses services will be at the rate of \$150.00/hour. These rates are valid for the life of this agreement and may change by mutual agreement as to future agreements.

The time charged may include the time Attorney spends on telephone calls and other means of communication relating to Client's matter, including calls with Client, witnesses, opposing counsel, or court personnel. Attorney will charge the legal fee per hour above for waiting time in court and elsewhere and for travel time, both local and out of town.

The attorney pledges to the Client that he will utilize technology such as Skype/Face Time, conference calls, and other similar services that will keep costs lower.

All time will be charged in minimum units of one-tenth (.1) of an hour.

**6. COSTS AND OTHER CHARGES:**

(a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness professional, mediator, arbitrator and/or special master fees and other similar items. Except for the items listed below,

all costs and expenses will be charged at Attorney's actual cost. Travel, meal and rooming costs shall not be excessive, and shall not involve first-class travel nor rooms in excess of \$200 plus fees and taxes per night, unless with prior approval of Client. Client will always be provided a full listing of such costs.

In-office hard copy paper photocopying: .25/page. Attorney will avoid making unnecessary hard copies and will strive to provide Client with electronic copies at no charge.

Mileage: Allowable under the Client's current fiscal year mileage rate of which the Client shall advise Attorney.

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Attorney and needed personnel as approved by the Client

(c) Experts, Consultants, and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants, or investigators. If approved by the Client, Client agrees to pay such associated fees and charges. If Attorney recommends and selects expert witness, consultants, or investigators, Client will be informed of persons chosen and their charges and will approve of their retention. If the Client fails to approve their retention as recommended by counsel, the counsel shall have the option of withdrawing from representing the Client from the case in which the additional personnel were recommended for retention.

Additionally, Client understands that in court action or arbitration, Client may be required to pay fees and/or costs to other parties or the court in the action. Any such payment will entirely be the responsibility of Client.

**7. BILLING STATEMENTS.** As a condition precedent to receiving payment in accordance with Paragraph 4 above or at Client's request, Attorney will send Client advance statements for fees and costs incurred and balance of funds held in trust. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

**8. DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time, with or without cause. Attorney may withdraw without Client's consent or for good cause or with advance notice of the Client of at least 15 days. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or

circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file and property in Attorney's possession, whether or not Client has paid for all services. In addition any excess Client funds paid as a retainer, not owed the Attorney for payment of services and costs shall be returned to the Client within ten business days.

**9. DISCLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of matter of litigation. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of litigation matters are expressions of opinion only. Any estimate of fees given by Attorney shall not be a guarantee. Actual fees may vary from estimates given.

General information to the Client by Attorney will be given in good faith by Attorney and will represent his best efforts.

**10. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

**11. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect regardless if the Agreement is unenforceable in whole or part. The Client will be obligated to pay all incurred expenses for the time and costs of the Attorney if this Agreement becomes of no effect.

**12. MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

**13. EFFECTIVE DATE.** This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date set out at the top of the first page of this Agreement.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

DATED: 3/10/2016



[Signature]  
For the Warren County Board of Elections

Address: 602 W. Ridge Way St  
Warrenton, NC 27589

Telephone: 252-257-7115

E-mail: \_\_\_\_\_

DATED: 3/13/16

By: [Signature]  
Attorney Donald M. Wright

On motion of Commissioner Hunt, which was seconded by Commissioner Jordan and duly carried by unanimous vote, Emergency Services Interim Director Dennis Paschall was appointed to the full-time, permanent position of Emergency Services Director, effective March 1, 2016 with an annual salary of \$71,092. Funding source: Emergency Services salary line item.

Having been authorized by the Board of Commissioners to approve contracts up to but not to exceed \$50,000, notice of contracts approved by the County Manager in February 2016 was submitted for the Board's information.

On motion of Commissioner Jordan, which was seconded by Commissioner Hunt and duly carried by unanimous vote, County Manager's report of contracts approved in February 2016 was accepted as information only.

**RE: Notice of Contracts Approved by the County Manager**

Pursuant to the contracting authority granted to me by the Board of County Commissioners, please be advised that I have approved the following contractual agreements in the month of February 2016 on behalf of Warren County:

EMS

Brad Goodman Solutions, LLC  
7015 Centerline Drive  
Charlotte, NC 28278

I have approved a Software License Agreement with Brad Goodman Solutions for EMS Emergency Services Scheduler software. Funds are budgeted in the EMS departmental budget to pay the \$1,000 license fee.

General County

Intercomp Systems  
3901 Barrett Drive, Suite 305  
Raleigh, NC 27609

I have extended our IT support contract with Intercomp Systems for the period of January 1 -March 31, 2016 to assist our new IT Administrator in becoming familiar with the county's IT-related systems. The \$4,118 to pay for the service is budgeted in the Information Technology departmental budget.

Senior Center

I have approved a contract for the Senior Center to purchase tickets to attend a Durham Bulls baseball game. There is no cost to the county as the trip participants will pay for their tickets.

On motion of Commissioner Baker, which was seconded by Commissioner Jordan and duly carried by unanimous vote, County Manager's monthly status report for February 2016 was accepted as information.

**RE: February 2016 Status Report**

Following is a recap of my work activities for the month of February 2016:

**Administration**

- Meeting with Dr. Spain and staff to discuss school capital projects (2/1/16)
- Meeting with Dr. Spain and staff and JCPC Chair to discuss JCPC programs (2/1/16)
- Prepared for and attended Board of Commissioners Public Hearings, Special Work Session, and Regular Meeting (2/1/16)
- Attended KLRWS Partners Meeting (2/8/16)
- Attended Community Center Board of Trustees Meeting (2/8/16)
- Meeting with Representatives from Halifax EMC and Economic Development Director to discuss Buck Spring Project (2/9/16)
- Meeting with new FCS Agent (2/10/16)
- Prepared for and attended Roads Committee Meeting (2/10/16)
- Meeting with J. Harris, R. Davey and B. Meek to discuss various concerns (2/12/16)
- Attended Joint Meeting of Board of Commissioners and Board of Education (2/16/16)
- Attended Medicine Drop Box Press Conference at Sheriff's Office (2/17/16)
- Conference call with County Attorney and HR Manager (2/17/16)
- Prepared for and attended Board of Commissioners Special Meeting and Work Session (2/17/16)
- Meeting with J. Bond, of Solex Architecture, and Economic Development Director to discuss Buck Spring Project (2/18/16)
- Meeting with Oakley Collier Architects to discuss Emergency Services Headquarters Facility Project (2/22/16)
- Meeting with Finance Director to discuss capital project financing (2/22/16)
- Conducted Radio System Upgrade Project Vendor Conference (2/23/16)
- Meeting with Economic Development Director to discuss Buck Spring Project (2/23/16)
- Attended Recreation Commission Community Meeting (2/23/16)
- Meeting with Interim Emergency Services Director to discuss EMS concerns (2/24/16)
- Conducted monthly Department Heads Meeting (2/25/16)
- Meeting with Halifax County Staff, Warren County Rescue Squad representatives and Interim Emergency Services Director (2/26/16)
- Meeting with Tax Administrator to discuss Foreclosure Attorney contract (2/29/16)
- Prepared for and attended Board of Commissioners Special Meeting (2/29/16)

**Other Activities**

- Attended NC City and County Managers Winter Conference in RTP (2/3-5/16)
- Participated in Warren County Schools Volunteer Training (2/22/16)

**Project Updates**

**Buck Spring Project**

Terratech Engineers, Inc. has visited the old house on the Buck Spring property to perform the Asbestos Survey. We are waiting for the report to determine if there are any hazardous materials in the house that we must abate before the house is demolished.

The EDC Director and I met with the Project Architect on 2/18/16 to review and give input on final construction drawings for the Buck Spring Cabin and the site plan. The invitation to bid on the project was published in the Henderson Dispatch on 2/28/16, and will be in the Warren Record on 3/2/16. The bid opening date is 4/5/16 at 2 pm EST.

The EDC Director and I also met with representatives of Halifax EMC to discuss the underground utilities plan for Buck Spring as well as project financing.

**Simulcast Radio System Upgrade Project – Phase II**

The Request for Proposals (RFP) for the Phase II radio equipment and for the Manson Tower structural upgrade have been released. The advertisement for bids was published in the Warren Record on 2/10/16 and in the Henderson Daily Dispatch on 2/13/16. The bid opening for the Tower Upgrade is scheduled for 3/14/16 and the Radio System Upgrade is scheduled for 3/31/16. Staff is moving forward to pursue bank funding in the amount of \$758,010 to supplement county funding of \$412,990 for this project that is estimated to cost \$1,171,000.

**Emergency Services Headquarters Facility**

At their 2/1/16 meeting, the Board of Commissioners approved an Architect Services contract with Oakley Collier Architects of Rocky Mount, NC. Staff met with the Architects on 2/22/16 to review preliminary programming, project budget and USDA funding documents. We are moving forward to finalize these documents so they can be submitted to USDA for consideration.

**Ephraim Place CDBG Project**

Mrs. C. Alston-Kearney, Grant Administrator, is working to identify potential home buyers for the three homes we must construct in order to meet the County's obligations for the CDBG grant received through NC Rural Development for the Ephraim Place Housing Development Project.

**Golden LEAF Community-Based Grantsmaking Initiative**

The final report closing out the \$50,000 Golden LEAF planning grant was submitted on 2/29/16.

On motion of Commissioner Davis, which was seconded by Commissioner Hunt and duly carried by unanimous vote, it was ordered to enter into Closed Session in accordance with NCGS § 143-318.11(a)(3)&(4) to discuss Attorney/Client Privileged Information & Location or Expansion of Industry.

On motion of Commissioner Jordan, which was seconded by Commissioner Baker and duly carried by unanimous vote, it was ordered to return to the regular monthly meeting.

On motion of Commissioner Baker, which was seconded by Commissioner Hunt and duly carried by unanimous vote, Item 16-A: Sale of Former Peck Building by Upset Bid, was added to the Agenda.

On motion of Commissioner Hunt, which was seconded by Commissioner Jordan and duly carried by unanimous vote, it was ordered to entertain a bid in the amount of \$50,000 for the purchase of the former Peck Manufacture facility and advertise same for upset bids, in accordance with NC GS § 45-21.27:

**Former Peck Manufacturing, 500 Harper Street, Warrenton, NC**

**#1 - Tax ID #: E5D56 (Building & 27.97 acres)**

**#2 - Tax ID #: E5D55-30515 (Lot on Connell Street, 100F x 120D).**

With no further business to discuss and on motion of Commissioner Davis, which was seconded by Commissioner Hunt and duly carried, the March 7, 2016 Board of Commissioners Meeting was adjourned.



Angelena Kearney-Dunlap, Clerk