

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, JUNE 13, 2016 AT 6:00 P.M.

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

Warren County Staff Attorney Jamie Wilkerson was administered the Oath of Office.

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:

Julius Mann – cautioned the Board of Commissioners to slow down with procedures for new Emergency Management facility; Item # 11-B on the agenda. (Written comments on file in Clerk to the Board's office.)

Floyd Johnson, Director of Warren County Boys & Girls Club - shared information regarding the success of the program. Club focus is on three (3) areas: 1) Academics, 2) Citizenship & 3) Healthy Habits. A show of County support will play a part in receiving three year funding.

On motion of Commissioner Baker, which was seconded by Commissioner Hunt and duly carried by unanimous vote, the June 13, 2016 Agenda was adopted as presented.

On motion of Commissioner Baker, which was seconded by Commissioner Hunt and duly carried by unanimous vote, Consent Agenda Item 6A – Minutes of May 2016 meetings were approved:

**May 2, 2016: Special Meeting
Public Hearings (3)
Regular Monthly Meeting
May 24, 2016: Special Meeting**

On motion of Commissioner Baker, which was seconded by Commissioner Hunt and duly carried by unanimous vote, Consent Agenda Item 6B – Interest Income Report for April 2016 was approved:

**INTEREST INCOME REPORT
MONTH OF APRIL 2016**

FUND	APRIL INCOME	FISCAL YEAR TO - DATE
General	3,412.53	16,765.42
Revaluation	124.25	603.30
E 911 Telephone System	131.86	674.48

Buck Spring Project	77.98	447.53
Simulcast System Upgrade	113.48	650.72
Regional Water Enterprise Fund	161.54	1,275.40
District 1 Enterprise Fund	329.44	1,665.94
Solid Waste	56.48	239.36
District II Enterprise Fund	317.57	1,856.77
District III Enterprise Fund	120.78	789.71
District III Phase III	1.71	10.86
Emergency Services Headquarters	27.45	174.19
Recreation Complex Phase III	0.65	26.34
	4,875.72	25,180.02

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

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

Current Year Collections

Tax Year	Charge	Collected in April	Collected to Date	Balance Outstanding	Percentage Collected
April 2016 FY16	\$16,396,582	\$162,907	\$15,693,423	\$703,159	95.71
April 2015 FY15	\$16,393,493	\$116,843	\$15,683,973	\$709,520	95.67

Delinquent Collections

Year	Charge	Collected	Balance	Percentage
2014	\$498,240	\$19,891	\$233,016	46.77
2013	270,467	5,191	77,110	28.51
2012	169,025	3,389	33,948	20.08
2011	120,841	1,171	18,983	15.71
2010	99,598	842	11,846	11.89
2009	89,570	383	10,296	11.49
2008	85,650	415	8,194	9.57
2007	94,910	256	5,021	5.29
2006	98,757	465	3,336	3.38
2005	84,053	310	3,796	4.52
Total Delinquent Years	\$ 1,611,111	\$32,313	\$ 405,546	\$ 1,205,563

Other April Receipts

County Penalties	\$ 15,429	\$ 120,522
Landfill User Fees	\$ 55,689	\$ 1,174,198
Municipalities	\$ 5,419	\$ 644,494
Fire District Taxes	\$ 13,410	\$ 841,880
Advance Taxes	\$ 5,878	\$ 30,757
APRIL GRAND TOTAL	\$ 291,045	\$18,910,820

Starlin Beatty, Tax Administrator

Starlin L. Beatty, Tax Administrator

5/11/2016

DATE

On motion of Commissioner Baker, which was seconded by Commissioner Hunt 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	6/6/2016	Date:	
<u>ERROR CORRECTION RELEASES:</u>			
BROWN JASON	2015 37993 200	28942	\$163.40 BOAT SOLD IN 2014
DAVIS EDWIN	2013 38573 113	55241	\$221.83 CAMPING TRAILER WAS DMV TAGGED
DAVIS EDWIN	2014 38573 114	58530	\$102.75 CAMPING TRAILER WAS DMV TAGGED
DAVIS EDWIN	2015 38573 200	29465	\$104.06 CAMPING TRAILER WAS DMV TAGGED
FAULKNER PERRY A	2013 1399 113	55125	\$194.05 MH BURNED IN 2012
FAULKNER PERRY A	2014 1399 114	58408	\$175.73 MH BURNED IN 2012
FAULKNER PERRY A	2015 1399 200	27603	\$165.49 MH BURNED IN 2012
VANDERBILT MORTGAGE	2008 15619 108	41009	\$627.05 MOVED TO FRANKLIN COUNTY IN 2006
VANDERBILT MORTGAGE	2009 15619 109	43550	\$450.06 MOVED TO FRANKLIN COUNTY IN 2006
VANDERBILT MORTGAGE	2010 15619 110	46324	\$443.56 MOVED TO FRANKLIN COUNTY IN 2006
VANDERBILT MORTGAGE	2011 15619 111	47782	\$452.06 MOVED TO FRANKLIN COUNTY IN 2006
VANDERBILT MORTGAGE	2013 15619 113	55059	\$415.02 MOVED TO FRANKLIN COUNTY IN 2006
VANDERBILT MORTGAGE	2014 15619 114	58294	\$363.40 MOVED TO FRANKLIN COUNTY IN 2006
VANDERBILT MORTGAGE	2015 15619 200	27078	\$335.18 MOVED TO FRANKLIN COUNTY IN 2006
SUB-TOTAL ERROR CORRECTIONS:			\$4,213.64

LANDFILL USER FEE RELEASES:

SMITH MARY A 2015 38001 307 L2D 1301 19636 \$127.12 CLERICAL ERROR HAS PRIVATE HAULER

TOTAL LFUF RELEASES: \$127.12

Total Releases \$ 4,340.76

On motion of Commissioner Davis, which was seconded by Commissioner Baker and duly carried by unanimous vote, Amendment # 12 to the FY 2015-2016 Warren County Budget Ordinance was approved.

**AMENDMENT TO THE WARREN COUNTY BUDGET ORDINANCE
2015/2016
Amendment No. 12**

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:

Juvenile Crime Prevention Council	\$	2,697
Equine Assisted Learning		(2,697)
DSS Administration		127,987
Youth Services Bureau		157
Health Department		11,413
Code Enforcement		833
Planning		577
Detention Facility		6,800
County Commissioners		202
County Manager		404
Human Resources		404
County Attorney		202
Libraries		3,083
Armory		1,784
Economic Development		104
Emergency Medical Services		2,925
Emergency Management		61
Finance		369
Information Technology		111
Sheriff's Office		7,937
Central Communications		940
Court Facilities		1,786
Building Grounds & Maintenance		(1,600)
Building Grounds & Maintenance - Major Building Repairs		(21,522)
Building Grounds & Maintenance - Contingency		(14,157)
Total	\$	130,800

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 - DSS	\$	125,000
Restricted Intergovernmental - JCPC		2,697
Restricted Intergovernmental - Stable Connections/Equine Assisted Living		(2,697)
Miscellaneous Revenues		5,800
Total	\$	130,800

Section 9 of the Warren County Budget Ordinance, pertaining to the Regional Water Enterprise System Fund operations of the County, shall be amended as follows:

Increase/(Decrease) Appropriations:

Regional Water System	\$	6,822
Total	\$	6,822

Section 10 of the Warren County Budget Ordinance, pertaining to the Regional Water Enterprise System Fund operations of the County, shall be amended as follows:

Increase/(Decrease) Revenues:

Miscellaneous Revenue	\$	6,822
Total	\$	6,822

This amendment:

- adjust the Juvenile Crime Prevention Council budget to agree with grant funding.
Funding Source: N. C. Department of Public Safety
- adjust the Equine Assisted Learning budget to agree with grant funding.
Funding Source: N. C. Department of Public Safety
- appropriates additional funds to the DSS Administration budget for Title XIX to prevent overspending. This expense is 100% federal funded.
Funding Source: N. C. Department of Health & Human Services
- appropriates additional funds to the Detention Facility budget for heat pump replacement.

- Funding Source: Insurance Claims \$5,800 and Building, Grounds and Maintenance - Contingency \$1,000
- * appropriates additional funds to various departmental budgets for parking lot repairs (i.e., Health/Code Enf./Planning, Emergency Services/EMS, Finance/IT/Sheriff, and County Admin.).
- Funding Source: Building Ground Maintenance - Major Building Repairs
- * appropriates additional funds to various departmental budgets for sprinkler inspections and repairs (i.e., Armory, EDC, EMS #2 and Libraries).
- Funding Source: Building Ground Maintenance - Contingency
- * appropriates additional funds to the Sheriff's Department budget for building repairs and maintenance (i.e., carpet).
- Funding Source: Building Ground Maintenance - Major Building Repairs
- * appropriates additional funds to various departmental budgets located in the Health Complex for roof repairs (i.e., Health, Code Enforcement and Planning & Zoning).
- Funding Source: Building Ground Maintenance - Contingency
- * appropriates additional funds to various departmental budgets located in the Law Enforcement Complex for parking lot repairs (i.e., Sheriff, Central Comm., and Court facilities).
- Funding Source: Building Ground Maintenance - Major Buildings Repairs
- * transfers funds to various departmental budgets for annual fire inspections (i.e., Armory, EDC, EMS Station #2 and Libraries). Funds for this expense were inadvertently budgeted in the Building, Grounds & Maintenance Department budget.
- Funding Source: Building Ground Maintenance - Departmental Budget
- * appropriates additional funds to the Regional Water System Enterprise Fund budget for repairs to the Pleasant Hill sewer lift station damaged by lightening.
- Funding Source: Insurance Claims

Respectfully Submitted 06/13/2016

Gloria M. Edmonds

Gloria M. Edmonds, Finance Director

On motion of Commissioner Jordan Pierce, which was seconded by Commissioner Hunt and duly carried by unanimous vote, Amendment # 9 to the Warren County Grant Project Ordinance for the Ephraim Place Housing Development Project was approved.

**CAPITAL PROJECT ORDINANCE
WARREN COUNTY
AMENDMENT TO THE GRANT PROJECT ORDINANCE FOR THE
EPHRAIM PLACE HOUSING DEVELOPMENT PROJECT
(Amendment No. 9)**

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

Transfer from General Fund	\$ 43,334
Total	\$ 43,334

Section 4 The following amounts are appropriated for the project:

Debt Service / Grant Repayment	\$ 43,334
Total	\$ 43,334

Explanation:

appropriates funds to the Ephraim Place Housing Development Project budget for repayment of grant funds to the NC Department of Commerce Community Assistance. This transfer of funds is already budgeted in the General Fund.

Respectfully Submitted 6/13/2016

Gloria M. Edmonds

Gloria M. Edmonds, Finance Director

Seeing the need to revitalize the area, Warrenton Board of Commissioners requested approval from the County of Warren to demolish and remove the old Tar Heel Tire structure at 209 East Macon Street, Warrenton, NC as part of a requirement for a grant from the NC Department of Commerce.

On motion of Commissioner Hunt, which was seconded by Commissioner Baker and duly carried by unanimous vote, the request from Warrenton Board of Commissioners to demolish and remove the old Tar Heel Tire structure at 209 East Macon St., Warrenton, as required by a grant from the NC Department of Commerce was approved.

On motion of Commissioner Hunt, which was seconded by Commissioner Davis and duly carried by unanimous vote, Board of Equalization and Review Bylaws were adopted pending County Attorney's review. Chairman Richardson was authorized to sign same.

On motion of Commissioner Jordan Pierce, which was seconded by Commissioner Hunt and duly carried by unanimous vote, Lawrence R. Carver was re-appointed to a ninth (9th) term on the Board of Equalization and Review; term expires June 30, 2017.

On motion of Commissioner Baker, which was seconded by Commissioner Davis and duly carried by unanimous vote, Joel W. Febel was re-appointed to a ninth (9th) term on the Board of Equalization and Review; term expires June 30, 2018.

On motion of Commissioner Baker, which was seconded by Commissioner Davis and duly carried by unanimous vote, Oscar L. Meek was re-appointed to a ninth (9th) term on the Board of Equalization and Review; term expires June 30, 2019.

On motion of Commissioner Baker, which was seconded by Commissioner Hunt and duly carried by unanimous vote, Julius J. Mann was appointed to his first (1st) term on the Board of Equalization and Review; term duration: June 13, 2016 to June 30, 2017.

On motion of Commissioner Jordan Pierce, which was seconded by Commissioner Hunt and duly carried by unanimous vote, Commissioner Bertadean Baker was appointed to her first (1st) full term on the Social Services Board of Directors: effective July 1, 2016 to June 30, 2019.

On motion of Commissioner Davis, which was seconded by Commissioner Hunt and duly carried by unanimous vote, Magnolia W. Clanton was re-appointed to the Library Board of Trustees. Third (3rd) term expires June 30, 2019.

On motion of Commissioner Davis, which was seconded by Commissioner Hunt and duly carried by unanimous vote, Fern L. Boyd was re-appointed to the Library Board of Trustees. Third (3rd) term expires June 30, 2019.

On motion of Commissioner Davis, which was seconded by Commissioner Hunt and duly carried by unanimous vote, Lawrence R. Boyd was re-appointed to the Library Board of Trustees. Third (3rd) term expires June 30, 2019.

On motion of Commissioner Davis, which was seconded by Commissioner Jordan Pierce and duly carried by unanimous vote, Arnetra Terry was re-appointed to the Library Board of Trustees. Second (2nd) term expires June 30, 2019.

On motion of Commissioner Davis, which was seconded by Commissioner Jordan Pierce and duly carried by unanimous vote, Carolyn W. Spain was re-appointed to the Library Board of Trustees. Second (2nd) term expires June 30, 2019.

On motion of Commissioner Davis, which was seconded by Commissioner Jordan Pierce and duly carried by unanimous vote, Benjamin Hunter was re-appointed to the Library Board of Trustees. Second (2nd) term expires June 30, 2019.

On motion of Commissioner Davis, which was seconded by Commissioner Baker and duly carried by unanimous vote, Barbara Brayboy was appointed to the Library Board of Trustees. First (1st) term: July 1, 2016 - June 30, 2019.

On motion of Commissioner Hunt, which was seconded by Commissioner Davis and duly carried by unanimous vote, Clarence E. Jones was re-appointed to the ABC Commission for a third (3rd) term, expiring June 30, 2019.

On motion of Commissioner Davis, which was seconded by Commissioner Hunt and duly carried by unanimous vote, John C. Krysa was appointed to the Economic Development Commission for the term: July 1, 2016 – June 30, 2019

On motion of Commissioner Davis, which was seconded by Commissioner Hunt and duly carried by unanimous vote, Michael L. Herman was appointed to the Economic Development Commission for the term: July 1, 2016 – June 30, 2019

On motion of Commissioner Davis, which was seconded by Commissioner Baker and duly carried by unanimous vote, Resolution declaring certain property formerly used by various County Departments as surplus, was adopted pursuant to Article 12, NCGS 160A-268. Chairman Richardson was authorized to sign same:

**RESOLUTION
SALE OF SURPLUS
WARREN COUNTY PROPERTY**

WHEREAS, the County of Warren has certain property which is no longer needed and may lawfully dispose of such property through declaring "Surplus Property" and convey or sale by auction, via electronic advertisement.

NOW, THEREFORE, BE IT RESOLVED THAT, pursuant to Article 12, North Carolina General Statute 160A-268, the Warren County Board of Commissioners will convey or sell various equipment as follows:

<u>Used By</u>	<u>Items</u>
Social Services Health Department	2001 Chevrolet Van ID #2690 Ink for Printers

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 convey or sell property; and that advertising, describing the property, the method of transfer (by conveyance, sale or auction) and the date, time and place for the award of bid will be placed in the Warren Record and publicly displayed, otherwise appropriately advertised according to law.

ADOPTED this the 13th day of June 2016.

WARREN COUNTY BOARD OF COMMISSIONERS
Barry Richardson, Chairman

On motion of Commissioner Hunt, which was seconded by Commissioner Baker and duly carried by unanimous vote, Resolution declaring certain tax foreclosed property as surplus, was adopted pursuant to Article 12, NCGS 160A-268. Chairman Richardson was authorized to sign same:

State of North Carolina
County of Warren

**RESOLUTION
SALE OF SURPLUS
WARREN COUNTY PROPERTY**

WHEREAS, the County of Warren has certain properties which have been foreclosed for delinquent taxes and may lawfully dispose of such property through on-line auction.

NOW, THEREFORE, BE IT RESOLVED THAT, pursuant to Article 12, North Carolina General Statute 160A-268, the Warren County Board of Commissioners will sell through online auction the following real property:

<u>Tax ID</u>	<u>Size</u>	<u>Location</u>	<u>Minimum Bid Accepted</u>
B10 40 G1	0.75 acre	152 Southland Drive, Sandy Creek Off Summit Road	\$3,508.38
E5 45	1 lot	742 N. Main St, Warrenton	\$6,027.81
J4 5B	4 acres	Eaton Ferry Rd, River Township	\$2,345.11

The properties will not be open for inspection and are being sold in "as is" condition with no warranties.

A minimum bid has been established per property. 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's best interest. All questions should be directed to: Linda T. Worth, Warren County Manager (252) 257-3115 (8:30 am to 5:00 pm, Monday through Friday) or e-mailed to lindaworth@warrencountync.gov.

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 13th day of June 2016.

WARREN COUNTY BOARD OF COMMISSIONERS

Motion was made by Commissioner Jordan Pierce and seconded by Commissioner Baker to approve FY 2017 annual KARTS Transportation Contract.

After discussion, motion to approve FY 2017 annual KARTS Transportation Contract was withdrawn by Commissioner Jordan Pierce, second to the motion was withdrawn by Commissioner Baker.

On motion of Commissioner Davis, which was seconded by Commissioner Baker and duly carried by unanimous vote, FY 2017 annual KARTS Transportation Contract was tabled to June 22, 2016 Budget Special Meeting.

Having held a public hearing on May 2, 2016 at 5:55 pm to hear citizen comments regarding proposed Emergency Services Facility Construction and having discussed same during May 2, 2016 regular Board meeting and a Special Work Session on May 24, 2016 at 6:00 pm, the following action was taken.

An amendment was proposed by Timothy D. Oakley, AIA, LEED AP, Project Engineer of Oakley Collier Architects to the Owner-Architect Agreement for Emergency Services Facility Project: Article 11 – Compensation, to delete references to lump sum dollar amounts. The current outstanding invoice for 50% completion of the Schematic Design Phase was reduced based on reduced estimated project construction budget. In addition, Emergency Services Facility Design Committee was scheduled to meet on June 14, 2016 (the day following this board meeting).

On motion of Commissioner Hunt, which was seconded by Commissioner Davis and duly carried by unanimous vote, Emergency Services Facility Construction Project Owner-Architect Agreement for Emergency Services Facility Project and related amended invoice were tabled to July 11, 2016 Board of Commissioners' regular monthly meeting.

On motion of Commissioner Davis, which was seconded by Commissioner Hunt and duly carried by unanimous vote, Amendment # 5 to the Warren County Emergency Services Headquarters Capital Project Ordinance was tabled to the July 11, 2016 regular monthly meeting.

Annual submission of Senior Center meals contract was presented for award of bid and approval of the FY 2017 Contract for Caterer Services with Bluedog Associates, Inc.

On motion of Commissioner Davis, which was seconded by Commissioner Hunt and duly carried by unanimous vote, bid for Senior Center Meals Program was awarded to Bluedog Associates, Inc. at a cost of \$6/meal for congregate and home delivered meals.

On motion of Commissioner Davis, which was seconded by Commissioner Baker and duly carried by unanimous vote, Contract with Bluedog Associates, Inc. for Caterer Services to Warren County Senior Center for congregate and home delivered meals was approved effective July 1, 2016, with Chairman Richardson authorized to sign same. Funding Source: General Fund - Senior Center Departmental Budget and Home & Community Care Block Grant (HCCBG).

Sales Agreement for VESTA 9-1-1 Telephone System purchase and installation effective July 1, 2016 between Wireless Communications, Inc. and Warren County and ePlus Group, Inc. Lease Proposal was presented for Board's review. Monthly lease payments to be made in installments of \$4,831.75, paid from E-911 Fund.

On motion of Commissioner Davis, which was seconded by Commissioner Baker and duly carried by unanimous vote, Sales Agreement with Wireless Communications, Inc. and ePlus Group, Inc. Lease proposal and Agreement effective July 1, 2016 with installment payments to be paid from

E-911 Fund was approved. Chairman Richardson was authorized to sign Sales Agreement, Lease proposal and Agreement.

Sales Agreement

THIS SALES AGREEMENT dated this ____ day of June, 2016

BETWEEN:

Wireless Communications, Inc. of 4800 Reagan Drive, Charlotte,
Mecklenburg County, North Carolina
(the 'Seller')

OF THE FIRST PART

- AND -

Warren County, 132 Rafters Lane,
Warrenton, NC 27589
(the 'Purchaser')

OF THE SECOND PART

IN CONSIDERATION OF THE COVENANTS and agreements contained in this Sales Agreement, the parties to this Agreement agree as follows:

Sale of Goods

1. The Seller will deliver the Vesta 9-1-1 VoIP system/network, work stations, hardware, software, and related equipment and materials as more particularly described in Exhibit A, (Statement of Work) attached hereto and incorporated herein by reference and hereinafter mutually referred to as "Goods", and will set up and install the same, test the Vesta 9-1-1 system and work stations for errors and defects, correct any errors and defects in the Vesta 9-1-1 system, work stations, software and related materials and equipment, and have the Vesta 9-1-1 VoIP system and Vesta integrated work stations ready for training of Licensee's personnel no later than 120 days from date of contract signing. In addition to the foregoing Seller shall also cause the foregoing to be provided to Purchaser free of any errors or defects in operation, capable of providing Beneficial Use to the Purchaser as defined herein not later than 150 days from the date of contract signing. Purchaser is responsible for providing a site that is ready to receive the equipment.

Purchase Price

2. The Purchaser will pay for the Goods with the sum of two hundred fifty one thousand five hundred twenty two dollars and fifty cents (\$251,522.50) USD.

Vesta 9-1-1 Phone System	\$88,184.88
Spare Parts	\$ 4,641.79
Shipping	\$ 797.54
Installation	\$29,062.44
Employee Training	\$ 2,172.00
24x7 Maintenance & Hardware Support	\$41,433.23
24x7 Remote Monitoring Service	\$43,443.75
SMS Integration	\$28,190.00
Workstation KVM Devices	\$ 2,602.04
NetClock Command Center Package	\$10,994.83
Total Price	\$251,522.50

3. The Seller and the Purchaser both acknowledge the sufficiency of this consideration. In addition to the purchase price specified in this Agreement, the amount of any present or future sales, use, excise or similar tax applicable to the sale of the Goods will be paid by the Purchaser, or alternatively, the Purchaser will provide the Seller with a tax exemption certificate acceptable to the applicable taxing authorities.

4. Payment for the Goods will be made in accordance with the Payment Terms of Clause 23 of this Agreement.

Delivery of Goods

5. The Goods will be delivered to the Purchaser. Delivery will be considered complete for the sole purpose of making payment according to the terms of provision 23 herein, upon arrival of all equipment and hardware at a Wireless Communications, Inc. designated location for setup and staging. Wireless Communications will provide the Warren County with a complete packing list and the opportunity to inspect the equipment upon arrival. The method of shipment will be within the discretion of the Seller.

Risk of Loss

6. The risk of loss from any casualty to the Goods, regardless of the cause, will be on the Seller until the Goods have been delivered into the physical exclusive possession of Purchaser at the designated location for such delivery and inventoried jointly by a representative from both the Seller and Purchaser. Wireless Communications, Inc. will maintain insurance responsibility for goods until delivered to the Warren County Office.

Final Acceptance upon delivery of Beneficial Use

7. Anything to the contrary herein notwithstanding, Seller shall notify Purchaser when the hardware and software have been installed and the integrated Vesta 9-1-1 VoIP system and Vesta work stations have been tested and are ready for Purchaser to begin training as provided for herein. If errors are encountered in the Vesta 9-1-1 system, work stations or software during the set up and installation, Seller shall promptly correct those errors. If Seller is unable to correct such errors or defects which prevent the Beneficial Use of the Goods by Purchaser within a "commercially reasonable time", which term as used herein shall not be construed in any event to exceed 30 days beyond the otherwise required performance of Seller's duties hereunder within 120 days of executing this Agreement, then this contract shall automatically terminate at 11:59PM of the 150th day from the date of contract signing without any need for notice to either party thereof. If such termination shall occur, Seller shall refund within 180 days of the execution of this Agreement to Purchaser, all payments by it for the Vesta 9-1-1 system, work stations, software and related equipment and materials. In the event of termination pursuant to this provision, Purchaser agrees to cooperate in good faith with Seller in providing access to and coordinating with Seller the uninstallation and return of all Goods that were delivered to Purchaser prior to such termination, the costs of which including but not limited to the cost of any uninstallation, packaging, and/or shipping shall be paid solely by Seller. The warranties provided for herein will begin as of the date Purchaser receives Beneficial Use of the equipment. The term "Beneficial Use" as used herein shall be defined as: reception of true and actual 911 calls which includes the delivery of Automatic Number Identification (ANI), Automatic Location Identification (ALI), a mapping data stream, and successful interface of data with the CAD System for a minimum uninterrupted and error free period of 7 days following the completion of installation and training of personnel, provided however that any such interruptions suffered in reception which can be positively attributed to a source not caused by Seller or the Goods shall not qualify as an interruption for purposes of the foregoing definition.

Warranties

8. The Seller warrants that (1) the Seller is the legal owner of the Goods; (2) the Goods are free from all liens and encumbrances; (3) the Seller has the right to sell the Goods; and (4) the Seller will warrant and defend the title of the Goods against any and all claims and demands of all persons.
9. The Seller warrants that the Goods will be fit for the purpose for which such goods are ordinarily intended.
10. The Seller warrants that the Goods are now free and at the time of delivery will be free from any security interest or other lien or encumbrance, except the security interest created in this Agreement until the Seller is paid in full.

11. The Seller warrants that the Goods will be delivered free of the rightful claim of any person arising from patent or trademark infringement, and that in the event of such a claim Seller will defend against and otherwise shall indemnify the County against any loss or damages sustained by the County as a result of said claim.
12. Wireless Communications, Inc. agrees to provide with the included additional consideration, around the clock 24 hour a day, 7 days a week, parts and labor support on all furnished equipment and software for a period of one year from date of acceptance.
13. Seller agrees to represent the Manufacturer's Warranty. All Manufacturer warranties shall apply.
14. EXCEPT FOR THE ABOVE WARRANTIES, NO OTHER WARRANTY (WHETHER EXPRESSED, IMPLIED OR STATUTORY) IS MADE BY THE SELLER REGARDING THE GOODS.

Title

15. Title to the Goods will remain with the Seller until delivery to and actual physical receipt of the Goods by the Purchaser or, in the alternative, the Seller delivers a document of title or registrable Bill of Sale of the Goods, bearing any necessary endorsement, to the Purchaser. Notwithstanding anything to the contrary herein, Seller shall insure against any loss or damage to the Goods for so long as it maintains title to the goods as provided hereinabove.

Security Interest

16. The Seller retains a security interest in the Goods until paid in full.

Inspection

17. Inspection upon the physical delivery of the Goods into Purchaser's exclusive custody will be made by Purchaser at the time and place of such delivery to Purchaser's emergency communications center, or other delivery location identified by Purchaser for delivery. If such inspection yields an issue of Purchaser with the Goods as provided, Purchaser and Seller shall work together in good faith to resolve any such issue, and in no event shall Purchaser be required to tender payment for any invoices received from Seller for such disputed Goods, provided however Purchaser shall pay the remaining balance of any such invoice to the extent the amounts are charged for other Goods to which there is no dispute.

Claims

18. Purchaser and Seller may consent in writing to the resolution or provision of certain items not otherwise resolved or provided by signing a written punch list of such items which shall set forth the estimated date of resolution or provision for each item identified therein. The Purchaser's failure to notify Seller in writing of any issue with or rejection of any item identified on such a punch list and resolved or provided pursuant thereto within 10 days following such resolution or provision thereof shall constitute acceptance of the item as provided and shall constitute a waiver by Purchaser of all claims with respect to such items thereafter. Notwithstanding anything to the contrary contained herein Purchaser may require actual express acceptance of certain items if deemed advisable in its sole discretion to effect an acceptance thereof and neither party shall be required to enter into an extension of this Agreement or the provision of any Goods, services, or other performance provided for herein by such a punch list, and may further restrict the terms of such an extension at the time such punch list is created and signed which shall act as a written modification to this Agreement provided it conforms with the modification provision of this Agreement if any.

Excuse for Delay or Failure to Perform

19. The Seller will not be liable in any way for any delay, non-delivery or default in shipment due to labor disputes, transportation shortage, delays in receipt of materials, fires, and accidents. If the Seller, will be prevented because of the foregoing matter from delivering the Goods at the time specified or within 90 days after the date of this Agreement, then either the Seller or the Purchaser will

have the right to terminate this Agreement by notice in writing which, in the case of the Seller, will be accompanied by full refund of all sums paid by the Purchaser under this Agreement, or in the case of the Purchaser shall require a full refund by Seller of all sums paid by Purchaser under this Agreement, and the obligation upon Purchaser to work with Seller in good faith to allow access to Seller for any uninstallation, packaging, and/or shipping which may be required to effect a return of any Goods for which any consideration was paid hereunder, the additional costs of which if any shall be Seller's sole responsibility.

Remedies

20. The Purchaser's exclusive remedy and the Seller's limit of liability for any and all losses or damages resulting from defective goods or from any other cause will be for the purchase price of the particular delivery with respect to which losses or damages are claimed, plus any transportation charges actually paid by the Purchaser. Notwithstanding anything herein to the contrary, in no event shall either parties liability to the other party arising out of this Contract in any way exceed the total cost of the Goods as set forth herein.

Cancellation

21. The unilateral right to cancel this Agreement is reserved in favor of:
1. The Seller:
 1. if the Purchaser fails to pay for any shipment when due without claiming an issue or rejection of such shipment within 10 days of inspecting such shipment as provided for herein. In the event such an issue or rejection is claimed, this cancellation provision shall not apply and the parties shall work together in good faith to resolve any such issues or disputes;
 2. in the event of the Purchaser's insolvency or bankruptcy; or
 2. The Purchaser:
 1. if the Seller fails to deliver the hardware, software, materials, and any other equipment or Goods as provided in this sales agreement together with any attachments hereto;
 2. in the event of the Seller's insolvency or bankruptcy.

Notices

22. Any notice to be given or document to be delivered to either the Seller or Purchaser pursuant to this Agreement will be sufficient if delivered personally or sent by prepaid registered mail to the address specified below. Any written notice or delivery of documents will have been given, made and received on the day of delivery if delivered personally, or on the date of mailing if sent by prepaid registered mail:

SELLER: 4800 Reagan Drive, Charlotte, Mecklenburg County, North Carolina, 28206

PURCHASER: Warren County, 132 Rafters Lane, Warrenton, NC 27589

Additional Provisions

23. Payment Terms:
Customer agrees to make the following payments:

The payment terms will be a sixty (60) month lease agreement with ePlus Group, Inc.

ePlus will pay Wireless Communications three (3) milestones of thirty four (34) percent at contract signing, thirty three (33) percent upon equipment delivery, and thirty three (33) percent upon project acceptance.

General Provisions

24. The rule of construction against the drafter of a legal instrument shall not apply to this Agreement which has been negotiated at arms-length between the parties hereto.
25. Headings are inserted for convenience only and are not to be considered or relied upon when interpreting or construing the meaning of the terms of this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
26. All representations and warranties of the Seller contained in this Agreement will survive the closing of this Agreement.
27. This Agreement including the rights and duties hereunder shall not be assignable in whole or in part by either party without the prior written consent of the non-assigning party thereto, and any attempted assignment hereof shall be void.
28. This Agreement cannot be modified in any way except in writing signed by all the parties to this Agreement, and in such event shall be effective as against the Purchaser only if executed by a duly authorized representative of Warren County.
29. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina, including the North Carolina Uniform Commercial Code and the Seller and the Purchaser hereby attorn to the jurisdiction of the Courts of the State of North Carolina.
30. Except where otherwise stated in this Agreement, all terms employed in this Agreement will have the same definition as set forth in the Uniform Commercial Code in effect in the State of North Carolina on the date of execution of this Agreement.
31. If any clause of this Agreement is held unconscionable by any court of competent jurisdiction, arbitration panel or other official finder of fact, the clause will be deleted from this Agreement and the balance of this Agreement will remain in full force and effect.
32. This Agreement will inure to the benefit of and be binding upon the Seller and the Purchaser and their respective successors and assigns.
33. This Agreement may be executed in counterparts.
34. Time is of the essence in this Agreement.
35. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.
36. This contract has been preaudited in accordance with the provisions of North Carolina law.
37. Standing & Authority: Seller represents to Purchaser that Seller is a Corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina. Seller is qualified to transact the business contemplated herein within the state of North Carolina, and has full power and authority to execute, deliver, and perform this Contract, and doing so will not violate any provision of law or contravene any provisions of its internal governing documents. This Contract and the performance thereof by Seller have been duly authorized by Seller to the extent that no further authorization of any third party is necessary to legally bind Seller hereto, and this Contract together with any accompanying documents being executed by Seller, have been duly executed on behalf of Seller and constitute the legal, valid, and binding obligation of Seller, enforceable in accordance with the terms of this Contract.

38. Alternative Dispute Resolution: The parties hereby acknowledge and agree that any and all controversy, claim, dispute, or conflict whatsoever arising out of or relating to this Contract, or the breach thereof, shall first be submitted to a process of non-binding dispute resolution called Mediation (as further defined hereinbelow).

a. Mediation is that process which is described by North Carolina in its Alternative Dispute Resolution Program through the Dispute Resolution Commission. The parties agree that they will attempt to agree on a North Carolina Certified Superior Court Mediator with the understanding that this list is maintained by the North Carolina Dispute Resolution Commission. Should the parties be unable to agree, then that mediator who is next to be assigned on a case by Court Administration in Mecklenburg County will be used as the mediator. The parties shall share the costs of mediation equally and the parties agree to mediate in good faith.

39. Cumulative Remedies. Each right, power, and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise.

40. Waiver. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not waive such parties right to seek redress at a later date in the absence of written consent to such waiver.

41. E-Verify Compliance. Pursuant to N.C. General Statute §64.26 (2015) and by its execution below, Seller hereby attests that it is in compliance with E-Verify requirements.

42. Iran Divestment Act Certification. Pursuant to N.C. General Statute §143-6A-4 and by its execution below, Seller hereby certifies that as of the date of this Agreement's full execution, Seller is not listed on the Final Divestment List created by the N.C. Treasurer, and that signatory is authorized by the Seller listed above to make the foregoing statement.

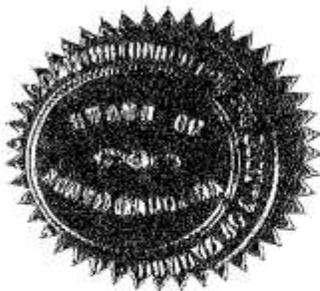
43. Duplicate Execution: This Agreement may be executed in duplicate copies each of which shall be deemed an original copy of this Agreement.

IN WITNESS WHEREOF the parties on the day and year first written above have caused this Sales Agreement to be executed in their corporate names and capacities intending for the terms hereof to legally bind their corporations thereto, and further intending the placement of their signatures on this document to constitute the placement of their respective corporations legal SEAL hereupon conveying therewith all the rights and remedies that the placement thereof shall have under the laws of the state of North Carolina.

Wireless Communications, Inc.

per: _____ (SEAL)

Its: _____



Warren County

By: BARRY RICHARDSON
BARRY Richardson Chairman

Its: Board of Commissioners
Warren County, NC

Annual submission of Home & Community Care Block Grant (HCCBG) Funding Application for Warren County Senior Center was presented for Boards review and approval.

On motion of Commissioner Davis, which was seconded by Commissioner Hunt and duly carried by unanimous vote, Home & Community Care Block Grant (HCCBG) Funding Application was approved with Chairman Richardson authorized to sign the Application.

It was requested to designate a voting delegate and an alternate to the July 2016 National Association of Counties (NACo) Annual Conference. Registered to attend the conference were: Vice-Chair Bertadean Baker, Commissioners Jennifer Jordan Pierce, Victor Hunt and Tare Davis.

On motion of Commissioner Davis, which was seconded by Commissioner Hunt and duly carried by unanimous vote, Vice-Chairperson Bertadean Baker was designated as Voting Delegate and Commissioner Jennifer Jordan Pierce was designated as Alternate Voting Delegate to the July 2016 National Association of Counties (NACo) Annual Conference, to be held in Los Angeles, CA.

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

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

RE: Notice of Contract 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 agreement in the month of May 2016 on behalf of Warren County:

County Attorney

Law Office of Jamie Wilkerson
1201 US Hwy 1 North
Norlina, NC 27563

I have approved an agreement with Atty. Jamie Wilkerson to provide certain services to Warren County during the month of May 2016 prior to her being appointed Warren County Staff Attorney effective June 1, 2016. Funds are in the County Attorney budget to pay for the agreed upon services.

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

RE: May 2016 Status Report

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

Administration

- Prepared for and attended Special Meeting, Public Hearings, and Regular Meeting of the Board of Commissioners (5/2/16)
- Meeting with Consultant for VHF Radio Phase II upgrade project, Emergency Services Director and Others (5/4/16)
- Prepared for and Chaired Noise Control Board Meeting (5/5/16)
- Meeting with USDA Representative to discuss Buck Spring Project (5/6/16)
- Attended monthly JCPC meeting (5/9/16)
- Meeting with new Warren Co. Schools PIO (5/10/16)
- Meeting with BB&T Insurance Representative to discuss General Liability/Property/Workers' Comp insurance renewals (5/10/16)
- Attended Annual Benefits Fair (5/11/16)
- Meeting with Finance Director (5/11/16)
- Attended Recreation Commission Meeting (5/12/16)
- Attended KTREDC Meeting (5/16/16)
- Prepared for and Chaired Noise Control Board Meeting (5/16/16)
- Participated in Animal Control Director Interviews (5/17/16)
- Attended Board of Health meeting (5/17/16)
- Attended Special JCPC Meeting (5/23/16)
- Prepared for and attended Board of Commissioners Special Meeting and Special Work Session (5/24/16)
- Prepared for and attended Board of Commissioners Budget Work Session (5/25/16)
- Evaluated non-profit grant applications with Health Director and Public Works Director (5/26/16)

Other Activities

- Participated in Mental Health Forum (5/7/17)
- Attended Funeral Services for Mr. L. Ross, Former Com. Ross' Brother (5/16/16)
- Attended NCACC County Assembly Day in Raleigh (5/18/16)
- Participated in Community Center Board of Trustees A's Fund End-of-Year Picnic (5/21/16)

Project Updates**Buck Spring Project**

The old tenant house at Buck Spring was demolished and removed from the site the week of 4/25/16.

The second bid opening for the construction of a multi-purpose use cabin at Buck Spring was advertised and held on 4/20/16, at which time we received two bids. Bids were received from DanCo Builders of Rocky Mount, NC and H. G. Reynolds Co., Inc. of Henderson, NC. Solex Architecture, the lead professional for this project recommended the Board accept the low base bid received from DanCo Builders, Inc. in the amount of \$485,878. The bid was accepted by the Board at their 5/2/16 Board Meeting. Staff is now researching the county's options to fund this project.

Simulcast Radio System Upgrade Project – Phase II

Following the Board of Commissioners' acceptance of Sink Tower Erection Co., Inc.'s bid at their 4/4/16 Board Meeting in the amount of \$127,600 for the Manson Tower Upgrade, we drafted a contract for the work. However, we recently learned there may be a problem with Sink Tower securing a critical equipment component which may delay the timeline for completion of the tower upgrade. Sink Tower and the State Highway Patrol are researching potential alternate components so that we can move forward to execute the contract.

The Radio System Equipment bid opening was held on 3/31/16 at which time, one bid was received from Wireless Communications of Morrisville, NC. Because this is a bid for purchase of equipment, we are not required by statute to receive three bids before they can be opened. Upon recommendation of TSS Partners, Project Consultant, the Board of Commissioners accepted the base bid of \$629,402.38 for the VHF upgrade. The Board also accepted the addition of the VHF/VIPER interoperability component at a cost of \$44,049.02 pending the outcome of ongoing discussions regarding the possibility that the Moducom consoles at the 911 Center can be upgraded as part of the Back-Up PSAP Project.

Emergency Services Headquarters Facility

At their May 2, 2016 meeting, the Board of Commissioners voted to halt the Emergency Services Headquarters Facility project until they can agree on a project scope and construction budget. The Board subsequently held a Special Work Session on May 24, 2016 at which time, Oakley Collier Architects shared additional construction options with the Board. By consensus the Board authorized a Committee to be formed consisting of Coms. Davis and Hunt, County Manager Worth and Staff, along with citizens to develop and recommend a proposed building design and construction budget for the Facility. The Committee has been formed and the first meeting is scheduled for Thursday, 6/9/16, 6:00 p.m., at the Armory Civic Center.

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.

Scattered Site Housing (CDBG 11-C-2328)

On 3/22/16 and 3/28/16, we received correspondence from NC Rural Economic Development advising us that two recipients of new housing units funded through the County's Scattered Site CDBG Housing Program have filed complaints with the Rural Economic Development Office and the NC Consumer Protection Division alleging unsatisfactory contractor workmanship. On 4/13/16, I, along with the Grant Administrator and Project Rehab Specialist, met with the two complainants at their homes to hear and view their concerns. The Rehab Specialist and the Contractor subsequently met with the two individuals. The Contractor has indicated he will replace the vinyl flooring in both units. However, because over a year ago both program recipients signed the Statement of Acceptance at the substantial completion of the units and agreed for 90% of the funds to be paid to the Contractor, the State wrote both recipients a letter informing them that it is now up to the Contractor and not Warren County to decide if he will make any repairs at either home.

With no further business to discuss and on motion of Commissioner Davis, which was seconded by Commissioner Hunt and duly carried, the June 13, 2016 Board of Commissioners Meeting was adjourned.



Angelena Kearney-Dunlap, Clerk