

**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, JULY 11, 2016 AT 6:00 P.M.**

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

Warren County Finance office staff were recognized for receiving “Certificate of Achievement for Excellence in Financial Reporting” for the fiscal year ended June 30, 2015.

Warren County Economic Development Director Kenneth Bowman was recognized for winning the 2016 National Association of Counties (NACo) Award for Outstanding Performance for “High School Students Participate in first comprehensive Career Day Event” in the category of Community/Economic Development. An award luncheon will take place July 24, 2016 at the NACo Annual Convention in Los Angeles, California where a formal recognition ceremony will be conducted.

A moment of silence was followed by Clerk to the Board reading 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:

**Dr. Stelfanie Williams, President** - Vance-Granville Community College, gave an annual report to the Board: 4,000+ students, 1,300 in basic skills programs and 6,000 in Continuing Education. Dr. Williams introduced Linden Hall, Dean of VGCC Warren County campus.

**Crystal Smith**, Cooperative Extension Service Director and Ms. India Jones, Warren County youth serving as Ambassador to NC Association of County Commissioners August 2016 Annual Conference gave a brief overview of Ms. Jones requirements in order to be considered Ambassador. She will attend the NCACC Annual Conference in Winston-Salem, NC.

**Ron Skow**, citizen - spoke in reference to Agenda Item 14-A “Request to Reconsider Oakley Collier’s Architectural Services Fee Proposal”. Architects efforts were less than sufficient. He was impressed by the committee appointed to review building needs and design concept. They may want to look for another architect for the project.

**Trudy Bookbinder**, citizen - spoke in reference to Agenda Item 8-A “Set Terms & Interest Rate for Warren County Roads Improvement Program”. Requested Board give consideration to suggestions.

**Mike Hairston** – spoke in reference to Agenda Item 14-A “Request to Reconsider Oakley Collier’s Architectural Services Fee Proposal”. Some architectural fees are additional, the Board and/or committee should look at that for reducing costs.

**Adam Caldwell**, Area Representative from Office of US Senator Thom Tillis. Introduced himself and stated that he is a resource for the area.

On motion of Commissioner Jordan Pierce, which was seconded by Commissioner Hunt and duly carried by unanimous vote, the July 11, 2016 Agenda was adopted with one amendment:

Added Item 16C – Consider Funding for Parks & Recreation Sports Team Travel

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

- June 13, 2016 Budget Public Hearing
- June 13, 2016 Regular Monthly Meeting
- June 22, 2016 Budget Special Meeting

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

**INTEREST INCOME REPORT  
MONTH OF MAY 2016**

FUND	MAY INCOME	FISCAL YEAR TO - DATE
General	3,213.01	19,978.43
Revaluation	128.15	731.45
E 911 Telephone System	140.44	814.92
Buck Spring Project	78.93	526.46
Simulcast System Upgrade	113.15	763.87
Regional Water Enterprise Fund	163.79	1,439.19
District I Enterprise Fund	340.86	2,006.80
Solid Waste	33.76	273.12
District II Enterprise Fund	322.39	2,179.16
District III Enterprise Fund	100.26	889.97
District III Phase III	1.76	12.62
Emergency Services Headquarters	26.02	200.21
Recreation Complex Phase III	0.41	26.75
	4,662.93	29,842.95

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

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

**Current Year Collections**

Tax Year	Charge	Collected in May	Collected to Date	Balance Outstanding	Percentage Collected
May 2016 FY16	\$16,412,350	\$103,130	\$15,796,553	\$615,796	96.25
May 2015 FY15	\$16,401,449	\$102,201	\$15,786,174	\$615,325	96.25

**Delinquent Collections**

Year	Charge	Collected	Outstanding	Percentage	
2014	\$498,240	\$12,114	\$245,130	49.20	
2013	270,467	4,879	81,989	30.31	
2012	169,025	2,558	36,506	21.60	
2011	120,841	1,355	20,338	16.83	
2010	99,598	835	12,681	12.73	
2009	89,570	636	10,932	12.20	
2008	85,650	824	9,018	10.53	
2007	94,910	454	5,475	5.77	
2006	98,757	535	3,871	3.92	
2005	84,053	49	3,845	4.57	
<b>Total Delinquent Years</b>	<b>\$ 1,611,111</b>	<b>\$24,239</b>	<b>\$ 429,785</b>	<b>\$ 1,181,325</b>	

**Other May Receipts**  
 County Penalties  
 Landfill User Fees  
 Municipalities  
 Fire District Taxes  
 Advance Taxes

\$ 12,350	\$ 132,872
\$ 25,362	\$ 1,199,560
\$ 3,757	\$ 648,251
\$ 9,825	\$ 851,705
\$ 8,639	\$ 39,398

**MAY GRAND TOTAL**

<b>\$ 187,302</b>	<b>\$19,098,122</b>
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*Starlin Beatty, Tax Administrator*  
 Starlin L. Beatty, Tax Administrator

6/15/2016  
 DATE

On motion of Commissioner Jordan Pierce, 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	7/11/2016	Date: _____
<b><u>ERROR CORRECTION RELEASES:</u></b>		
CAROLINA TELEPHONE	2012 1748 112	51315 \$3,983.36 CHARGED IN ERROR/DOUBLE BILLED
EDWARDS RANDALL L	2015 38395 114 B6B 184	25050 \$902.46 WRONG PARCEL NUMBER ON RECORD
EDWARDS RANDALL L	2015 38395 113 B6B 184	25051 \$160.34 WRONG PARCEL NUMBER ON RECORD
GLEN ROGER J	2009 14964 109 I3B 74	44081 \$7,698.18 CHARGED IN ERROR/DOUBLE BILLED
<b>SUB-TOTAL ERROR CORRECTIONS:</b>		<b>\$12,744.34</b>

County Manager approved requests for Tax Releases Under \$100 was presented for Board's information:

Under \$100	7/11/2016	Date: <u>6/30/16</u>			
<b><u>ERROR CORRECTION RELEASES:</u></b>					
<b><u>NAME</u></b>	<b><u>Year ACCT#</u></b>	<b><u>MAP #</u></b>	<b><u>RECORD</u></b>	<b><u>AMOUNT</u></b>	<b><u>REASON</u></b>
CAROLINA TELEPHONE	2012 1748 112		51297	\$83.15	CHARGED IN ERROR/DOUBLE BILLED
<b>SUB-TOTAL ERROR CORRECTIONS:</b>				<b>\$ 83.15</b>	

On motion of Commissioner Jordan Pierce, which was seconded by Commissioner Hunt and duly carried by unanimous vote, Consent Agenda Item 6E – Abstract of Votes for Warren County, NC June 7, 2016 Primary Election was accepted as presented.

On motion of Commissioner Jordan Pierce, which was seconded by Commissioner Hunt and duly carried by unanimous vote, Consent Agenda Item 6F - 2017 Holiday Calendar was adopted.

## Warren County 2017 Holiday Schedule



Holiday	Observance	Day of Week
	January 2 <sup>nd</sup>	Monday
ML King Jr. Birthday	January 16 <sup>th</sup>	Monday
Good Friday	April 14 <sup>th</sup>	Friday
Memorial Day	May 29 <sup>th</sup>	Monday
Independence Day	July 4 <sup>th</sup> 	Tuesday
Labor Day	September 4 <sup>th</sup>	Monday
Veteran's Day	November 10 <sup>th</sup>	Friday
Thanksgiving	November 23 <sup>rd</sup> & 24 <sup>th</sup>	Thursday & Friday
Christmas 	December 25 <sup>th</sup> , 26 <sup>th</sup> & 27 <sup>th</sup>	Monday, Tuesday & Wednesday

**This schedule is identical to the State's Holiday schedule.**

On motion of Commissioner Jordan Pierce, which was seconded by Commissioner Hunt and duly carried by unanimous vote, Consent Agenda Item 6G – Employee Performance Bond was renewed for Tax Collector Starlin Beatty. Bond policy # 61400488, with an annual premium of \$200 for \$20,000 coverage, effective July 10, 2016 through July 10, 2017.

On motion of Commissioner Hunt, which was seconded by Commissioner Jordan Pierce, and duly carried by unanimous vote, Amendment # 1 to the FY 2017 Budget Ordinance was adopted:

**AMENDMENT TO THE WARREN COUNTY BUDGET ORDINANCE**

**2015/2016**

**Amendment No. 1**

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:

Emergency Services	\$	61
Emergency Medical Services		804
Health Department		4,591
Code Enforcement		335
Planning		232
County Commissioners		202
County Manager		404
Human Resources		404
County Attorney		202
Finance Office		369
Information Technology		111
Sheriff's Office		258
<b>Total</b>	<b>\$</b>	<b>7,973</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:

Fund Balance Appropriated	\$	7,973
<b>Total</b>	<b>\$</b>	<b>7,973</b>

**This amendment:**

- appropriates funds to various departments for parking lot upgrades. This project was budgeted in FY 16, however, due to weather conditions, the project did not begin prior to June 30, 2016 and therefore needs to be rebudgeted in the FY 17 budget.

Funding Source: Fund Balance Appropriated

Respectfully Submitted 07/11/2016

*Gloria M. Edmonds*

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Gloria M. Edmonds, Finance Director

Term and Interest Rate for Warren County Roads Improvement Program was discussed during June 15, 2016 Board Work Session and was presented for Board's action.

Motion was made by Commissioner Davis, which was seconded by Commission Hunt to set term and interest rate for Warren County Roads Improvement Program at 2% for 10 years.

Commissioner Davis withdrew his motion to set term & rate for Road Improvement Program at 2% for 10 years; Commissioner Hunt withdrew his second to the motion, therefore motion did not carry.

On motion of Commissioner Jordan Pierce, which was seconded by Commissioner Davis and duly carried by unanimous vote, term and interest rate for Warren County Roads Improvement Program was set as follows: Up to \$150,000 at 10 years with an interest rate of 1%.

Consideration of adding Prudential 457 Plan as a voluntary employee benefit discussed during June 15, 2016 Board Work Session, was presented for Board's action.

On motion of Commissioner Davis, which was seconded by Commissioner Jordan Pierce and duly carried by unanimous vote, it was authorized to offer Prudential 457 Plan as a Voluntary Employee Benefit for Warren County employees.

During May 2, 2016 regular meeting and June 22, 2016 Budget Special Meeting, the Board of Commissioners approved certain actions regarding Simulcast Radio System Upgrades Project – Phase II. Change Order #1 to Sink Tower Erection Co., Inc. contract for Manson Tower Upgrade was necessitated by the State Highway Patrol (SHP) requesting additional clearance around a guy wire to be added to the SHP Manson Radio Tower. The contract amount of \$127,600 will be increased by \$7,000 for a revised contract price of \$134,600.

On motion of Commissioner Davis, which was seconded by Commissioner Jordan Pierce and duly carried by unanimous vote, Change Order #1 to the Sink Tower Erection Co., Inc. contract for Manson Tower Upgrade – VHF Phase II Radio System Upgrade Project, was approved with a revised contract price of \$134,600. Chairman Richardson was authorized to sign the Change

Order. Funding Source: Simulcast Radio System Upgrades Project – Phase II Capital Project Budget

Having held a Special Work Session on Monday, July 11, 2016 at 5:45 pm to discuss proposed Tar River Regional Hazard Mitigation Plan, it was presented for Board to consider RESOLUTION TO ADOPT THE TAR RIVER REGIONAL HAZARD MITIGATION PLAN and authorize appropriate signatures.

On motion of Commissioner Hunt, which was seconded by Commissioner Davis and duly carried by unanimous vote, RESOLUTION TO ADOPT THE TAR RIVER REGIONAL HAZARD MITIGATION PLAN was adopted. Chairman Richardson was authorized to sign same.

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### **RESOLUTION TO ADOPT THE TAR RIVER REGIONAL HAZARD MITIGATION PLAN**

**WHEREAS**, Warren County is vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

**WHEREAS**, Warren County desires to seek ways to mitigate situations that may aggravate such circumstances; and

**WHEREAS**, the development and implementation of a hazard mitigation plan can result in actions that reduce the long-term risk to life and property from natural hazards; and

**WHEREAS**, it is the intent of Warren County to fulfill its obligation under North Carolina General Statutes, Chapter 166A: North Carolina Emergency Management Act and Section 322: Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive State and federal assistance in the event of a declared disaster affecting Warren County; and

**WHEREAS**, Warren County, in coordination with Franklin County, Granville County and Vance County, and the participating municipalities within those counties, has prepared a multi-jurisdictional hazard mitigation plan with input from the appropriate local and state officials;

**WHEREAS**, the North Carolina Division of Emergency Management and the Federal Emergency Management Agency have reviewed the Tar River Regional Hazard Mitigation Plan for legislative compliance and have approved the plan pending the completion of local adoption procedures;

**NOW, THEREFORE, BE IT RESOLVED** that the County of Warren hereby:

1. Adopt the Tar River Regional Hazard Mitigation plan; and
2. Agrees to take such other official action as may be reasonably necessary to carry out the proposed actions of the Plan.

**Adopted this the 11<sup>th</sup> day of July 2016**

Warren County Board of Commissioners  
Barry Richardson, Chairman

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On motion of Commissioner Hunt, which was seconded by Commissioner Jordan Pierce and duly carried by unanimous vote, Amended “Warren County Public Utilities Rules & Regulations” to include \$125 for water application deposit was adopted, with Chairman Richardson authorized to sign same.

#### **Warren County Public Utilities Rules and Regulations**

**1. CLASSIFICATION OF SERVICE**

- A. Residential & Churches
- B. Other (Schools and Commercial users)

**2. RATE SCHEDULE AND TAP-ON FEES**

- A. All water rates and tap fees shall be those most recently adopted by the Warren County Board of Commissioners and a schedule of same shall be available upon request at the Warren County Water Office.
- B. Water service to any separate structure shall require separate metering. A user is defined as house, mobile home, other residence or place of business; and each user must be metered separately.
- C. Blow-off taps will not be used by customers under any circumstances. All tap fees must be paid.
- D. Bulk customers may be allowed. Bulk customers will be determined on a case-by-case basis.

**3. APPLICATION FOR SERVICE**

- A. Service will be supplied only to those who have paid the tap fee and deposit.
- B. Application for service shall be made with the Warren County Public Works office.
- C. Application for service shall be accompanied by a water deposit of \$125.00 or a water/sewer deposit of \$150.00, and an Activation fee of \$25.00 for new accounts and the appropriate tap-fee, if required.
- D. Deposits are refundable upon termination of service and settlement of all accounts.
- E. Deposits are non-interest bearing.

- F. Tap-on fees are non-refundable once taps have been installed and once installed, taps will not be relocated without payment of additional tap fee.
- G. All customers are required to make deposit with application for service.
- H. The individual in whose name the account is established shall be responsible for payment of all bills incurred in connection with the service furnished.
- I. Where the County finds that the request for a deposit refund is questionable, the County may require the refund applicant to produce the deposit receipt properly endorsed.
- J. The County may reject any application for service if the County cannot provide a service at a standard cost or if said service may affect the supply of water to existing customers, or for any other good and sufficient reasons deemed necessary by the Board of Commissioners.
- K. The County may reject any application for service when the applicant is delinquent in payment of bills incurred for service previously supplied at any location. When a member of the household has been served water and has not paid for same, the County shall not be required to render service to any other member at said location where the water was used until said water bill has been paid. When all members of the same household move to a new location, service will not be rendered under the name of a different household member until all previous bills have been paid.
- L. For violation of any of the provisions of these rules relating to application for service, the County may at the expiration of thirty days from the date of mailing a written notice to the last known address of the Consumer, discontinue service. Any applicable fees will be charged for reinstatement of services.

#### 4. INITIAL OR MINIMUM CHARGE

- A. All customers that signed up for a tap during the early incentive sign up offer and have subsequently received a meter tap during construction, shall have a maximum of 90 days to connect to the County water system, once water is available for use. After this time period has elapsed a \$12.00 monthly charge shall be levied until such time as the connection is made. **Upon connection to the water system, the customer must remain a water user for a period of 12 months before discontinuing water service. Discontinuation of water service prior to 12 months will result in resumption of the \$12.00 monthly charge until such time as connection is restored.**
- B. The initial or minimum charge, as provided in the rate schedule, shall be made for each meter installed and connected, regardless of location. Each meter requires a separate meter reading sheet, and each meter reading sheet shall cover a separate and individual account.
- C. Water furnished for a given lot shall be used on that lot only. Each consumer's service must be separately metered at a single delivery and metering point. Each commercial unit and each storeroom or stall used for business purposes, shall be metered separately from any residential use and vice versa, whether now in service or to be installed in the future.

#### 5. COUNTY'S RESPONSIBILITY AND LIABILITY

- A. The County shall run a service line from its distribution line to the property line where the distribution line runs immediately adjacent and parallel to the property to be served, and for which a tap-on fee and meter then in effect will be charged. All services and meters shall remain on State right-of-way or County right-of-ways and easements.
- B. The County may install its meter at the property line or at the County's option, on the consumer's property or in a location mutually agreed upon.
- C. When two or more meters are to be installed on the same premises for different consumers they shall be closely grouped and each clearly designated to which consumer it applies.
- D. The County does not assume the responsibility of inspecting the consumer's piping or apparatus and will not be responsible therefore.
- E. The County reserves the right to refuse service unless the consumer's line or piping is installed in such manner as to prevent cross-connections or backflow and multiple hook-ups. **Under no conditions shall cross-connections with the County System be permitted. The County reserves the right to inspect the customer's well or outside water flow apparatus to ensure cross-connections and multiple hookups are not present. Violation of this regulation may be considered tampering with a public water supply, carrying with it a minimum of \$100.00 fine.**
- F. The County shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the consumer's premises, unless such damage results directly from negligence on the part of the County. The County shall not be responsible for any damage done by or resulting from any defect in the piping, fixtures or appliances on the consumers premises. The County shall not be responsible for negligence of third persons or forces beyond the control of the County resulting in any interruption of service.
- G. Under normal conditions of scheduled maintenance, the consumer will be notified of any anticipated interruption of service. Emergency repairs and unscheduled maintenance, may cause service disruption, for which the customer may not be notified.
- H. The County will cut off service to any customer that is past due in payment of the monthly bill or whose pipes are busted from freeze or other damage from the meter through the house if the pipes or lines are not repaired immediately. A service charge of \$25.00 will be charged to cut the water back on.
- I. The County shall not be liable for damages of any kind to household appliances to include refrigerators, ice-makers, hot water heaters as well as hot water furnaces, if service is discontinued for non-payment of bill.
- J. The County shall not be liable for any damages to household appliances to include hot water heaters, icemakers, refrigerators as well as hot water furnaces as a result of water being turned off to make emergency repairs to lines, tanks and pumps after an attempt has been made to notify the customers.

#### 6. CONSUMER'S RESPONSIBILITY

- A. Piping on the consumer's premises must be so arranged that the connections are conveniently located with respect to the County lines or mains.
- B. If the customer's piping on consumer's premises is so arranged that the County is called upon to provide additional meters, each place of metering will be considered as a separate and individual account.
- C. Where meter is placed on premises of a consumer, a suitable place shall be provided by consumer for placing such meter-unobstructed and accessible at all times to the meter reading.
- D. The County recommends that the consumers shall furnish and maintain a private cutoff valve on the consumer's side of the meter; the County to provide a like valve on the County's side of meter or within the meter.
- E. The consumer's piping and apparatus shall be installed and maintained by the consumer at the consumer's expense in a safe and efficient manner and in accordance with the County's rules and regulations and in full compliance with the sanitary regulations of the State Board of Health. **IN NO INSTANCE SHALL A CROSS CONNECTION BE ALLOWED.**
- F. The consumer shall guarantee proper protection for the County's property placed on the consumer's premises and shall permit access to it only by authorized representatives of the County.

- G. In the event that any loss or damage to the property of the County or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the consumer, his agents or employees, the cost of the necessary repairs or replacements shall be paid by the consumer to the County and any liability otherwise resulting shall be assumed by the consumer.
- H. The amount of such loss or damage or the cost of repairs shall be added to the consumer's bill; and if not paid, service shall be discontinued by the County.
7. EXTENSIONS TO MAINS AND SERVICES
- A. Water distribution lines to serve undeveloped or private subdivisions will be handled as follows:
1. The developer, at his expense will submit for reviews and approval by the County, its engineer and the State Board of Health.
  2. The developer, at his expense will install the lines in accordance with the approved plans.
  3. Upon completion of the new extension, the developer may deed the complete facility, to include all rights of ways, easements, permits, franchises and authorizations or other instruments needed, for the operation and maintenance of the facility, to the County. The County will not reimburse the developer for the extension.
8. ACCESS TO PREMISES
- A. Duly authorized agents of the County shall have access at all reasonable hours to the premises of the consumer for the purpose of installing or removing County's property, inspecting piping, checking for cross-connections, checking for multiple hookups, reading or testing meters or for any other purpose, in connection with the County's service and facilities.
- B. Each consumer shall grant or convey or shall cause to be granted or conveyed, to the County a perpetual easement and right of way across any property owned or controlled by the consumer wherever said perpetual easement and right of way is necessary for the County water facilities and lines so as to be able to furnish service to the customer.
9. CHANGE OF OCCUPANCY
- A. Not less than three days notice must be given in person or in writing, at the Water Department, to discontinue service for a change in occupancy.
- B. The outgoing party shall be responsible for all water consumed up to the time of departure, or the time specified for departure, whichever period is longest.
10. METER – READING – BILLING – COLLECTION
- A. Meters will be read and bills rendered monthly; but the County reserves the right to vary the dates or length of period covered, temporarily or permanently if necessary or desirable.
- B. Bills for water will be figured in accordance with the County's published rate schedule then in effect and will be based on the amount consumed for the period covered by the meter readings.
- C. Charge for service commences when the meter is installed, whether used or not.
- D. Readings from different meters will not be combined for billing, irrespective of the fact that said meters may be allowed for hook-up on initial installation of the water system.
- E. Bills are due when rendered and become delinquent at 4:30pm on the due date. If payment is not received in the Public Works office by 4:30pm on the due date, a late charge of \$25.00 will be added to the account. Service is subject to be disconnected within 24 hours after the due date.
- F. Failure to receive bills or notices shall not prevent such bills from becoming delinquent or relieve the consumer from payment.
- G. There will be a \$25.00 service charge on all checks returned in the water department.
11. SUSPENSION OF SERVICE
- A. When services are discontinued and all bills paid, the deposit will be refunded.
- B. Upon discontinuance of service for nonpayment of bills, the deposit will be applied by the County toward settlement of the account. Any balance will be refunded to the consumer; but if the deposit is not sufficient to cover the bill, the County may proceed to collect the balance in the usual way provided by law for the collection of debts.
- C. Service discontinued for nonpayment of bills will be restored only after the customer's balance is paid in full. Service will be re-connected within 24 hours of receipt of payment.
- D. The County reserves the right to discontinue its service without notice for the following additional reasons.
1. To prevent fraud or abuse.
  2. Consumers willful disregard of the County's rules.
  3. Emergency repairs,
  4. Insufficiency of supply due to circumstances beyond the County's control.
  5. Legal processes.
  6. Direction of public authorities
  7. Strike, riot, fire, flood, accident or any unavoidable cause.
- E. The County may, in addition to persecution by law, permanently refuse service to any customer who tampers with a meter or other measuring device. Tampering also carries with it a minimum of \$100.00 fine or cost of repair.
12. COMPLAINTS – ADJUSTMENTS
- A. If the consumer believes his bill to be in error, he shall present his claim in person, at the County Water and Sewer Department Billing Office before the bill becomes delinquent. Such claim if made after the bill has become delinquent shall not be effective in preventing discontinuance of service as heretofore provided. The consumer may pay such bill under protest and said payment shall not prejudice his claim.
- B. The County will make special meter readings at the request of the consumer. If such special reading discloses that the meter was misread, a bill may be adjusted or a credit may be applied to the next bill.
- C. Meters will be tested at the request of the consumer upon payment to the County of the actual cost to the County of making the test provided; however, that if the meter is found to over-register beyond 3 per centum of the correct volume, no charge will be made.
- D. If the seal of a meter is broken by other than the County's representative or if the meter fails to register correctly or is stopped for any cause, the consumer shall pay an amount estimated from the record of his previous bills and/or from other proper data.
13. ABRIDGEMENT OR MODIFICATION OF RULES
- A. No promise, agreement or representation of any employee of the County shall be binding upon the County except as it shall have been agreed upon in writing, signed and accepted by the acknowledged representative of the County.
- B. No modification of rates or any of the rules and regulations shall be made by any Agent of the County.
14. ADOPTION OF RULES AS AMENDED
- Until further order of the Board of Commissioner of Warren County, North Carolina, the rules and regulations as the same are hereinabove set out, are hereby adopted as the date hereof to become effective on and after July 1, 2016.

On motion of Commissioner Davis, which was seconded by Commissioner Hunt and duly carried by unanimous vote, Assurance Agreement for Water & Sewer District III, Airport Rd Water Line Replacement was approved. Chairman Richardson was authorized to sign same.

Commissioner Davis requested a suspension of Board of Commissioners' Rules of Procedure to allow discussion regarding FY 2016-17 Salary Plan Reporting Form & NC Local Government FY 2016-17 Salary Plan.

On motion of Commissioner Davis, which was seconded by Commissioner Hunt and duly carried by unanimous vote, FY 2016-17 NC Office of State Human Resources Salary Plan Reporting Form and NC Local Government FY 2016-17 Salary Plan were approved effective July 1, 2016. Chairman Richardson was authorized to sign the necessary documentation.

On motion of Commissioner Jordan Pierce, which was seconded by Commissioner Hunt and duly carried by unanimous vote, Warren County FY 2016-17 Job Classification Schedules for employees working 1950 and 2080 hours were adopted effective July 1, 2016:

**Warren County  
Job Classification Schedule  
1950 Hours  
Effective July 1, 2016**

Grade	Salary Range			Job Title
	Minimum	Midpoint	Maximum	
1	12,382	16,097	19,812	
2	13,001	16,902	20,802	
3	13,651	17,747	21,842	
4	14,334	18,634	22,934	
5	15,051	19,565	24,081	
6	15,803	20,544	25,285	
7	16,593	21,571	26,549	
8	17,423	22,650	27,877	
9	18,294	23,782	29,271	
10	19,209	24,972	30,734	Human Resources Aide
11	20,169	26,220	32,271	Animal Shelter Attendant General Utility Worker
12	21,178	27,531	33,884	Community Health Assistant Office Assistant III Processing Assistant III
13	22,237	28,908	35,579	Medicare Specialist
14	23,349	30,353	37,358	Accounting Clerk IV Administrative Assistant I Animal Shelter Technician Community Health Technician Deputy Register of Deeds Deputy Tax Assessor Deputy Tax Collector Elections Technician Library Clerk Office Assistant IV Processing Assistant IV Program Assistant IV Weighmaster
15	24,516	31,871	39,225	Accounting Technician Administrative Assistant II Buildings & Grounds Maintenance Worker I Foreign Language Interpreter Library Assistant Nutrition Site Manager Recreation Maintenance Specialist Teen Court Coordinator Utility Service Technician Youth Services Program Assistant

Grade	Salary Range			Job Title
	Minimum	Midpoint	Maximum	
16	25,742	33,464	41,187	Animal Control Officer Computer Support Technician I Income Maintenance Caseworker I Recreation Assistant Recreation Coordinator Senior Administrative Assistant Senior Center Activity Coordinator
17	27,029	35,137	43,246	Accounting Specialist Solid Waste Operator
18	28,380	36,894	45,408	Buildings and Grounds Maintenance Worker II Chore Services Supervisor II Delinquent Tax Specialist Human Resources Technician Income Maintenance Caseworker II Income Maintenance Investigator I Library Technical Assistant Licensed Practical Nurse II Nutritionist I Public Health Educator I Tax Mapper/Exemption Specialist Utility Crew Leader Utility Customer Service Coordinator Youth Services Program Coordinator
19	29,799	38,739	47,679	Building and Grounds Maintenance Supervisor Deputy Elections Director Medical Laboratory Technician II Social Worker I Utility Office Coordinator

20	31,289	40,676	50,063	Income Maintenance Caseworker III Nutritionist II Solid Waste Supervisor
21	32,854	42,710	52,566	Code Enforcement Officer Executive Assistant/Deputy Clerk to the Board Tax Collection Specialist
22	34,496	44,845	55,194	Accounting Manager Administrative Officer I Assistant Fire Marshal/Code Enforcement Officer Economic Development Coordinator Human Services Coordinator II Income Maintenance Supervisor II Tax Appraiser

Grade	Salary Range			Job Title
	Minimum	Midpoint	Maximum	
23	36,221	47,088	57,954	Child Support Agent II Clerk to the Board Computer Systems Administrator I Day Care Services Coordinator I Social Work Supervisor I Social Worker II Tax Collection Supervisor Utility Superintendent/ORC
24	38,032	49,442	60,852	Environmental Health Specialist GIS Technician Public Health Nurse I Technology Support Specialist
25	39,934	51,914	63,894	Administrative Officer II Animal Control Director Building and Grounds Maintenance Director Child Support Supervisor I Elections Director Emergency Services Division Chief Senior Center Director Social Worker III Veterans Administrator Youth Services Program Director
26	41,931	54,510	67,089	Code Enforcement Administrator Public Health Educator III Public Health Nurse II Social Work Supervisor II Social Worker Investigation/Assessment & Treatment
27	44,027	57,235	70,443	Environmental Health Supervisor I Information Technology Administrator Parks and Recreation Director Public Health Nurse III Register of Deeds
28	46,228	60,097	73,966	Public Health Nurse Supervisor I
29	48,540	63,102	77,664	Economic Development Director Emergency Services Director/Fire Marshal Human Resources Manager Planning/Zoning Administrator Social Work Supervisor III
30	50,967	66,257	81,547	Library Director Public Health Nurse Supervisor II Public Utilities Director Public Works Director

Grade	Salary Range			Job Title
	Minimum	Midpoint	Maximum	
31	53,515	69,570	85,624	Public Health Nurse Director I
32	56,191	73,048	89,906	Finance Director Tax Administrator
33	59,001	76,701	94,401	
34	61,951	80,536	99,121	Director of Social Services Local Health Director
35	65,048	84,562	104,077	Assistant County Manager
36	68,300	88,791	109,281	County Attorney
37	71,715	93,230	114,745	County Manager

Warren County  
Job Classification Schedule  
2080 Hours  
Effective July 1, 2016

Grade	Salary Range			Job Title
	Minimum	Midpoint	Maximum	
1	13,208	17,170	21,132	
2	13,868	18,029	22,189	
3	14,561	18,930	23,298	
4	15,290	19,876	24,463	
5	16,054	20,870	25,686	
6	16,857	21,914	26,971	
7	17,700	23,009	28,319	
8	18,585	24,160	29,735	
9	19,514	25,368	31,222	
10	20,489	26,636	32,783	
11	21,514	27,968	34,422	
12	22,590	29,367	36,143	
13	23,719	30,835	37,951	
14	24,905	32,377	39,848	Administrative Assistant I (Sheriff's Office)
15	26,150	33,995	41,841	Administrative Assistant II (Sheriff's Office) Building & Grounds Maintenance Worker I (Detention) Detention Transportation Officer
16	27,458	35,695	43,933	Detention Officer EMT Basic Senior Administrative Assistant (Sheriff's Office)
17	28,831	37,480	46,129	Child Support Officer Telecommunicator
18	30,272	39,354	48,436	EMT Intermediate
19	31,786	41,322	50,857	Deputy Sheriff Detention Sergeant Detention Transportation Sergeant Telecommunicator Shift Supervisor
20	33,375	43,388	53,400	EMT Paramedic Soil and Water Conservationist
21	35,044	45,557	56,070	Assistant Detention Center Administrator Lieutenant Emergency Services Sergeant Senior Telecommunicator Supervisor
22	36,796	47,835	58,874	Deputy Sheriff Investigator Deputy Sheriff Sergeant Emergency Services Lieutenant
23	38,636	50,227	61,818	Deputy Sheriff Investigator Sergeant Emergency Services Captain
24	40,568	52,738	64,908	E-911 Coordinator Deputy Sheriff Lieutenant Soil and Water Conservation Director

Grade	Salary Range			Job Title
	Minimum	Midpoint	Maximum	
25	42,596	55,375	68,154	Deputy Sheriff Investigator Lieutenant Detention Center Administrator
26	44,726	58,144	71,561	Deputy Sheriff Captain
27	46,962	61,051	75,140	
28	49,310	64,103	78,897	
29	51,776	67,309	82,841	Chief Deputy Sheriff Major
30	54,365	70,674	86,983	
31	57,083	74,208	91,333	
32	59,937	77,918	95,899	
33	62,934	81,814	100,694	
34	66,081	85,905	105,729	Sheriff
35	69,385	90,200	111,015	
36	72,854	94,710	116,566	
37	76,497	99,445	122,394	

Agreement between Warren County (for Tax Collection) and Mark D. Bardill, PC, a North Carolina professional corporation (Attorney), for legal services to provide foreclosure action on delinquent real property taxes due the County was presented. Attorney was first retained in 2007 for a four (4) year term and presented for consideration of a third (3<sup>rd</sup>) four year renewal period.

On motion of Commissioner Davis, which was seconded by Commissioner Jordan Pierce and duly carried by unanimous vote, Tax Foreclosure Attorney Agreement between Warren County and Mark D. Bardill, PC, to provide tax foreclosure legal services was adopted. County Manager Worth and Tax Administrator Starlin Beatty were authorized to sign the Agreement. Funding source: General Fund - Tax Collection Departmental Budget.

## TAX FORECLOSURE ATTORNEY AGREEMENT

This agreement, made and entered into this the \_\_\_ day of \_\_\_\_\_ 2016, by and between Warren County, hereinafter referred to as County, and Mark D. Bardill, P.C., a North Carolina professional corporation, hereinafter referred to as Attorney, shall be for the legal services to be provided for foreclosure actions on delinquent real property taxes due to the County, and to this end, the parties hereto make the following recitals:

### WITNESSETH:

WHEREAS, Attorney has in excess of thirty years of experience serving as Special Tax Attorney for the Counties of Onslow, Jones, Craven, Lenoir, Beaufort, Wilson, Warren, Chatham, Lee, Cabarrus, Scotland, Tyrrell, Forsyth, Iredell, Yancey, Yadkin, Gates, Dare, Richmond and Washington and the Towns of Jonesville, Wallace, Columbia, Rose Hill, Yadkinville, Dobbins Heights and Gibsonville and the City of Lumberton; and

WHEREAS, the County retained Attorney in 2007 for a four (4) year term to provide tax foreclosure services for the County:

WHEREAS, the County renewed its retainer of Attorney in 2011 for an additional four (4) year term to provide tax foreclosure services for the County; and

WHEREAS, Attorney has diligently provided such services during these periods and afterwards; and

WHEREAS, the County and Attorney desire to continue this arrangement under the conditions, terms and provisions provided hereunder.

NOW, THEREFORE, for good and valuable consideration, and upon the agreements, conditions, and covenants found herein, the parties hereto agree as follows:

1. The Attorney shall initiate foreclosure actions for all parcels with delinquent taxes. County shall assign one-half (1/2) of all such parcels in a batch on the first day of each May and one-half (1/2) of all such parcels in a batch on the first day of each November during the term of this agreement.

2. The Tax Collector shall provide to the Attorney the name of the delinquent taxpayer, the most recent address on file, the total delinquent taxes, including interest and penalties by year and a map of the parcel with its identification number. This information shall be in the form of a computer printout and GIS Map, with other information provided as available.

3. All related work and filing of foreclosure actions shall take place within one hundred eighty (180) calendar days from the date that the Tax Collector transmits the initial information outlined in Paragraph 2 above and the request for foreclosure to the Attorney;

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however, if for some reason, the foreclosure action is not filed within one hundred eighty (180) calendar days from the date of transmittal, Attorney shall submit a written statement to the Tax Collector as to the reason why the action has not been filed. If a Taxpayer tenders payment in full prior to the filing of the complaint, the Tax Collector must accept payment and no attorney fees are due from the Taxpayer. Provided, however, should the Tax Office fail to inform the Attorney that a parcel has been paid in full while Attorney continues to work on preparing the case for filing, then in that event the Tax Office shall pay Attorney the standard per parcel fee for sole or joint representation, as the case may be, and all incurred expenses, copy charges, and the like even though the case has not been filed.

4. The Attorney shall notify the Tax Collector, in writing, immediately upon the filing of a foreclosure complaint with the Office of the Clerk of Superior Court. Attorney and County acknowledge and agree that heretofore, the payment of the fee to file tax foreclosure cases in the Office of the Clerk of Superior Court and for in-County service by the Sheriff has been deferred pursuant to N.C.G.S. Section 105-374(i). Should the laws of North Carolina be changed so that payment of said fees can no longer be deferred, County agrees to immediately advance said fees upon request by Attorney, or in lieu thereof, to guarantee additional compensation to Attorney in the amount of Fifty and 00/100 dollars (\$50.00) per parcel, said additional compensation to cover the increased cost of carrying a foreclosure case to settlement or sale due to Attorney advancing these filing fees on behalf of the County.

5. The Attorney shall bring the foreclosure to conclusion within two years after filing said foreclosure action with the Clerk of Court's office; however, if for some reason, the foreclosure action is not concluded within two years of filing, Attorney shall submit a written statement to the Tax Collector as to the reason why the action has not been concluded.

6. The Attorney shall be compensated in each foreclosure action in accordance with procedures set forth in the North Carolina General Statutes, Chapter 105 as ordered by a District or Superior Court Judge, or as agreed between the instant Taxpayer and Attorney. Attorney shall be guaranteed compensation for foreclosure on each parcel in the amount of seven hundred fifty and 00/100 dollars (\$750.00) plus all incurred expenses, i.e., service fees, copy charges, postage, publication costs, filing fees, and the like. Notwithstanding any other provision in this Agreement, for any parcel for which the Attorney files for foreclosure on behalf of the County and on behalf of any municipal unit of government, or for which the Attorney ultimately represents the County and any municipal unit of government in a foreclosure initially filed on behalf of just one of those jurisdictions, including where the taxes of a municipality are placed in the hands of the County Tax Collector pursuant to NCGS Section 105-354, (hereinafter "joint representation"), the compensation guaranteed to Attorney shall be nine hundred ninety-five and 00/100 Dollars (\$995.00) plus all expenses, i.e., service fees, copy charges, postage, publication costs, filing fees, and the like. Attorney shall be paid said compensation and costs upon settlement of the foreclosure action prior to the Order of Foreclosure, upon redemption of the parcel from sale or as part of the amount paid to purchase the property at sale. If the Taxpayer applies to the District or Superior Court for determination of a reasonable attorney fee pursuant to the procedures set forth in the North Carolina General Statutes, Chapter 105, and the Court awards less than said guaranteed amounts per parcel, the County shall pay the balance of said compensation within thirty (30) days of said award from the County's local funds for legal work.

7. The Attorney shall use its best efforts to be appointed the Commissioner in the Order of Foreclosure, and upon public sale of such property pursuant to the Order of Foreclosure as provided for in Chapter 105, the Attorney shall be entitled to a Commissioner's Fee, plus incurred expenses, in accordance with the schedule provided for in Chapter 105, as approved by the Clerk of Superior Court. However, to assist the County in collecting all taxes due without reduction by the amount of the Commissioner's Fee, the Attorney agrees that as Commissioner, it shall be paid only to the extent available after payment of all amounts so ordered in the Order of Foreclosure plus the expenses incurred by the Attorney to advertise and give proper notice of public sale of such property. To this end, these expenses shall be added to the amount of taxes, fees and costs as ordered in the Order of Foreclosure to determine the opening bid by the County for purchase of such property from local funds. For purposes of illustration, compare the examples below where a typical 5% commission would be appropriate in a foreclosure with \$1,000.00 of taxes, \$1,200.00 of attorney fees and costs and \$500.00 of advertising/notice of public sale expenses (Total without Commissioner's Fee \$2,700):

Example #1 - County as High Bidder @ \$2,700

In this example, the County is paid in full for the taxes and interest which have accrued to the date the Order of Foreclosure is entered, the Attorney is paid in full for the attorney fees and costs incurred to the date of the Order of Foreclosure, the expenses incurred by the Attorney to advertise and give proper notice of public sale are paid, but no Commissioner's Fee is paid.

Example #2 - Other High Bidder @ \$2,750

In this example, all amounts outlined in Example #1 are paid, plus \$50.00 of the \$137.50 5% Commissioner's Fee is paid.

Example #3 - Other High Bidder @ \$3,000

In this example, all amounts outlined in Example #1 are paid, the \$150.00 5% Commissioner's Fee is paid, and \$150.00 is paid to the Clerk to hold as surplus from the sale.

8. If the Taxpayer files a petition in bankruptcy during the period any foreclosure action brought pursuant to this agreement is pending, the Tax Collector shall file, as part of its claim to the bankruptcy court, the fees, costs and expenses set forth herein, and shall pay Attorney for such amounts within sixty (60) days of written notification to Tax Collector of such bankruptcy. If the Taxpayer's petition is dismissed or a lift of the stay of bankruptcy court is obtained during the term of this agreement, Attorney agrees to proceed with the foreclosure and complete the remaining services due from it hereunder.

9. If the County assigns to the Attorney, in any one assignment, more than one parcel owned by the same Taxpayer or Taxpayer(s) and none other and encumbered by the same liens, the County's obligation to pay the compensation set forth in Paragraphs 6, 7 and 8 shall be based on the following per parcel charge: 2 to 5 parcels, the same amount as set forth above per parcel; 6 to 10 parcels, the same amount as set forth above less fifty (\$50.00) dollars per parcel in cases of sole representation or less twenty five (\$25.00) dollars per parcel in cases of joint

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representation, 11 or more parcels, the same amount as set forth above less one hundred (\$100.00) dollars per parcel in cases of sole representation or less fifty (\$50.00) dollars per parcel in cases of joint representation, plus all costs and expenses.

10. The Attorney shall not apply for fees over the amounts aforementioned except for unusual, novel, or difficult cases. The provisions of this paragraph shall be rarely invoked, if at all. Furthermore, the Attorney shall notify the Tax Office for approval before taking on extraordinary time and expense so as to make such application for additional fees necessary.

11. The County shall pay to the Attorney a fixed fee of two hundred seventy-five dollars and 00/100 (\$275.00) if a parcel is recalled before suit is filed and seven hundred fifty and 00/100 dollars (\$750.00) if a parcel is recalled after suit is filed plus all incurred expenses, i.e., service fees, copy charges, postage, publication costs, filing fees, and the like, in the event of double listings, erroneous information provided by the Tax Collector to the Attorney, or clerical or administrative problems discovered by the Attorney which result in legal impracticality to effect proper collection remedies through foreclosure.

12. Costs, expenses, and the like, to the extent that they are ascertainable as of the time this Agreement is executed, are as follows: a) copies at \$ .25 per copy b) filing fees as set by statute, currently \$150 per suit, \$20 per notice of hearing filed and \$15 per A & P summons issued, c) publication costs as incurred by Attorney according to the publisher's then current rate, d) service fees by certified and regular mail as set by the United States Postal Service, currently \$6.95 per envelope for certified mail, e) service fees by North Carolina Sheriff as set by statute, currently \$30 per defendant/lienholder, and f) service fees by out of state service providers as set by that state's statute.

13. To ensure that the proper amount of delinquent taxes, interest, fees and costs are collected, the Attorney and the Tax Collector shall verify with one another the amount due at the time when, and if, the Taxpayer satisfies the tax lien after the complaint is filed but prior to foreclosure.

14. All funds collected shall be paid to the Tax Collector and shall be paid in the form of cash, bank check or certified funds. County shall immediately inform Attorney of the receipt of any such funds and the parcel to which they pertain. Any part of any such funds that represent attorney fees, service fees, copy charges, postage, publication costs, filing fees, and the like shall be remitted to Attorney as part of the next ensuing regular disbursement by the County Finance Office.

15. Subject to the terms below, Attorney shall be the sole and exclusive special tax attorney for the County during the term of this agreement. County shall use its best efforts to assign all of its parcels with delinquent property taxes to Attorney pursuant to the terms hereof during the term of this Agreement.

16. County and Attorney agree that Attorney's services hereunder are limited to the general prosecution of foreclosure actions to collect delinquent taxes assessed against real property located in the County, including title search services, document preparation, court appearances to obtain orders of foreclosure by default judgment, judgment on the pleadings, summary judgment, appearances as Commissioner to sell property at public sale, and negotiation

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with Taxpayers in settlement of such actions. Attorney's services hereunder do not include preparation and court appearances for trial or appeal and the County shall provide all such legal services. The intent of this provision is to ensure that the overwhelming majority of Attorney's time, talent and advanced expenses is involved in the prosecution of delinquent real property taxes on a volume basis, and that any case that involves an extraordinary amount of effort, such as in the preparation of a case for trial, that the County Attorney or his designee shall be responsible for the continued prosecution of such case.

17. This agreement shall be for the period of four (4) years, beginning June \_\_\_\_\_, 2016 and terminating on \_\_\_\_\_ June \_\_\_\_, 2020 unless either party shall give written notice to the other party no less than 90 days prior to the end of the then current term.

On motion of Commissioner Jordan Pierce, which was seconded by Commissioner Hunt and duly carried by unanimous vote, Resolution Declaring Surplus Property (2001 Ford F150 truck formerly used by Building & Grounds) was adopted, authorizing auction of same:

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## 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 authorizes the sale through on-line auction or disposal: 2001 F150 Ford Truck formerly used by Building & Grounds Maintenance.**

**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 is 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 11th day of July 2016.**

**WARREN COUNTY BOARD OF COMMISSIONERS  
Barry Richardson, Chairman**

**ATTEST:**

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On motion of Commissioner Hunt, which was seconded by Commissioner Jordan Pierce and duly carried by unanimous vote, voting delegate and alternate to the NC Association of County Commissioners' 109<sup>th</sup> Annual Conference, scheduled for August 2016 were appointed as follows:

Voting delegate – Vice Chair Bertadean Baker  
Alternate – Commissioner Jennifer Jordan Pierce

Request was made to reconsider Oakley Collier's Fee Proposal to provide architectural services for the Emergency Services Headquarters Facility Project, said proposal was approved unanimously by the Board during the February 1, 2016 regular Board meeting.

On motion of Commissioner Davis, which was seconded by Commissioner Hunt and duly carried by unanimous vote, it was ordered to reconsider Oakley Collier's Fee Proposal to provide architectural services for the Emergency Services Headquarters Facility Project. County Manager Worth was authorized to negotiate a lower rate.

By Board of Commissioner's consensus, discussion of Oakley Collier's Fee Proposal to provide architectural services for the Emergency Services Headquarters Facility Project was referred to the August 17, 2016 regular work session.

On motion of Commissioner Jordan Pierce, which was seconded by Commissioner Hunt and duly carried by unanimous vote, a Special Work Session to receive recommendation on Emergency Services HQ Facility Design was scheduled for Tuesday, August 9, 2016 at 6:00 pm.

The Warren County ABC Commission requested Board of Commissioners extend the period for ABC Commission to retain profits from sales in order to remedy challenges with space and increasing rent at the Lake Gaston location.

On motion of Commissioner Davis, which was seconded by Commissioner Hunt and duly carried by unanimous vote, request from Warren County ABC Commission to extend the period for ABC Commission to retain profits from sales was approved. Extension period ends June 30, 2018.

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, June 2016 was submitted for the Board's information.

On motion of Commissioner Jordan Pierce, which was seconded by Commissioner Davis and duly carried by unanimous vote, County Manager's report of contracts approved in June 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 June 2016 on behalf of Warren County. I have also included for the Board's information the executed Manson Tower Upgrade Project Agreement with Sink Tower Erection Co., Inc. that the Board authorized me to sign during the April 4, 2016 regular meeting.

**Senior Center**

Long Creek Coach Line  
250 Welcome Avenue  
Henderson, NC 27536

I have approved contracts with Long Creek Coach Line for various trips sponsored by the Senior Center for seniors. Fees paid by seniors participating in the trips are used to pay the cost of the contracts.

**911 Telecommunications Center**

Wireless Communications, Inc.  
4800 Reagan Drive  
Charlotte, NC 28206

I have approved a modified maintenance agreement for the 911 Patriot System and related equipment in the 911 Center. This agreement will protect the current 911 telephone system until it is replaced in approximately three months with a new telephone system that was approved by the Board of Commissioners at the 6/22/16 Special Meeting. 911 surcharge funds are used to pay the cost of this agreement.

**VHF Radio System Upgrades Project**

The Manson Tower Upgrade Project Agreement with Sink Tower Erection Co., Inc. is attached for the Board's information. The Board approved and authorized me to sign this agreement during the 4/4/16 regular meeting. Funds to pay the agreed upon contract amount of \$127,600 are budgeted in the VHF Radio System Upgrades Capital Project Budget.

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

**RE:** June 2016 Status Report

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

### **Administration**

- Meeting with Dr. Spain to discuss matters pertaining to Warren County Schools and Warren County Senior Center (6/1/16)
- Prepared for and attended Budget Work Session (6/1/16)
- Meeting with Atty. Turrentine and Atty. Wilkerson to discuss transition of legal matters (6/2/16)
- Attended Kerr Lake Regional Water System Advisory Board meeting (6/6/16)
- Attended monthly JCPC meeting (6/6/16)
- Attended meeting with LGC in Raleigh, NC along with Finance Director (6/7/16)
- Meeting with Atty. Wilkerson and L. Alston, HR Manager, to discuss Employee Manual (6/8/16)
- Attended meeting with Emergency Services Director, 911 Staff, Sheriff, IT Director, Finance Director and our Halifax County counterparts to discuss 911-Back-Up Plan (6/8/16)
- Attended meeting of the Board of Health re: Warren County Community Health Clinic (6/8/16)
- Meeting with Sheriff Williams to discuss various matters (6/9/16)
- Meeting with J. Harris to discuss proposed plans for Emergency Services Headquarters Facility (6/9/16)
- Meeting with Emergency Services Headquarters Facility Building Design Committee (6/9/16)
- Attended Stepping Up Initiative Work Group Meeting (6/13/16)
- Prepared for and attended BOC Budget Public Hearing and Regular Meeting (6/13/16)
- Meeting with Staff to discuss proposed Emergency Services Headquarters Facility building design (6/14/16)
- Attended Emergency Services Headquarters Facility Building Design Sub-Committee meeting (6/14/16)
- Prepared for and attended BOC regular Work Session (6/15/16)
- Prepared for and attended BOC Budget Work Session (6/20/16)
- Participated in loan closing with BB&T re: VHF Radio System Upgrades Project (6/21/16)
- Attended Emergency Services Headquarters Facility Building Design Sub-Committee meeting (6/21/16)
- Prepared for an attended BOC Special Meeting to adopt the FY 17 Budget (6/22/16)
- Prepared for and conducted monthly Department Heads Meeting (6/23/16)
- Meeting with C. Williams, Buildings & Grounds Manager, Com. Hunt, and K. Hawkins re: B&G contracting (6/24/16)
- Meeting with Neil Emory, of NCACC, and four NCACC Interns to discuss county government (6/27/16)
- Prepared for and attended Stepping Up Initiative sub-committee meeting (6/28/16)
- Attended Kick-Off Meeting of Manson Tower Upgrade in the VHF Radio System Upgrade Project along with Contractor, Project Consultant and County Staff (6/29/16)
- Meeting with Emergency Services Headquarters Building Design sub-committee (6/29/16)
- Meeting with 911 staff, Sheriff, Finance Director, Emergency Services Director, County Attorney and IT Director to discuss 911 Radio System Upgrade (6/30/16)
- Telephone Conference with J. Smith, of Infinite Possibilities to discuss stakeholders meetings (6/30/16)

### **Other Activities**

- Attended and participated in Library Summer Reading Kick-Off Event (6/24/16)

### **Project Updates**

#### **Buck Spring Project**

The Finance Director is preparing the financing proposal to be submitted to local financial institutions to solicit financing bids for the multi-purpose use cabin to be constructed at Buck Spring. Financing bids received will be presented to the Board of County Commissioners for consideration.

Simulcast Radio System Upgrade Project – Phase II

Sink Tower Erection Company, the contractor that will be upgrading the Manson SHP Tower, has secured the critical equipment component needed to complete the tower upgrade. A Kick-Off meeting was held with TSS Partners, Project Consultant; representatives of Sink Tower Erection Company; SHP, and County Staff on 6/29/16. At that meeting, the SHP representatives requested the area around the guy wire to be added to the tower that will be located in a wooded area be increased from 30 feet to 120 feet on either side of the guy wire. Following the Kick-Off meeting, a site visit was made to assess the effect of increasing the cleared area around the guy wire and it was determined it will require a substantial amount of work to clear large trees and brush. Sink Tower subsequently requested an increase of \$7,000 in the contract price to accommodate the additional work. TSS Partners, Project Consultant, has prepared Change Order #1 to the contract with Sink Tower that will be presented to the Board of Commissioners at their 7/11/16 meeting for consideration and approval.

A financing proposal in the amount of \$629,402.38 from BB&T Bank was approved on 5/2/16 by the Board of Commissioners for the Radio System Upgrades component of the Project. The loan closing was held on 6/21/16.

A proposal has been received from Wireless Communications, Inc. to upgrade the Moducom Radio Consoles at the 911 Center in the amount of \$232,469 for equipment and implementation services, and additional costs for the second through fifth year service and maintenance. We are reviewing this proposal with staff of the 911 Board to determine what amounts are eligible to be paid with 911 surcharge funds.

Emergency Services Headquarters Facility

The Emergency Services Headquarters Facility Building Design Committee appointed by the Board of County Commissioners met and appointed a sub-committee to develop and recommend a proposed building design to the full Committee. The sub-committee has met and developed a proposed building design that will be presented to the full Building Design Committee on July 6, 2016. The full Committee will subsequently make a recommendation to the Board of County Commissioners of a proposed building design and construction budget for the new Facility.

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.

Agenda Item 16C – Consider Funding for Parks & Recreation Sports Team Travel:

County Manager Worth informed the Board of Commissioners that matters of this nature are usually handled within the Departments budget, therefore item was tabled.

With no further business to discuss and on motion of Commissioner Davis, which was seconded by Commissioner Hunt and duly carried, the July 11, 2016 Board of Commissioners Meeting was adjourned.



Angelena Kearney-Dunlap, Clerk