

**WARREN COUNTY  
BOARD OF COMMISSIONERS**

*November 2, 2009*

9:45 am Public Hearing  
Clary Rezoning Request

*10:00 AM – Regular Meeting*

**WARREN COUNTY MEMORIAL LIBRARY  
COMMUNITY MEETING ROOM  
WARRENTON, NORTH CAROLINA**

**9:45 AM**

***Public Hearing***

**Call Public Hearing to Order**

**Clerk read Notice**

**Overview of Clary Rezoning Request**  
Ken Krulik, Planner/Zoning Administrator

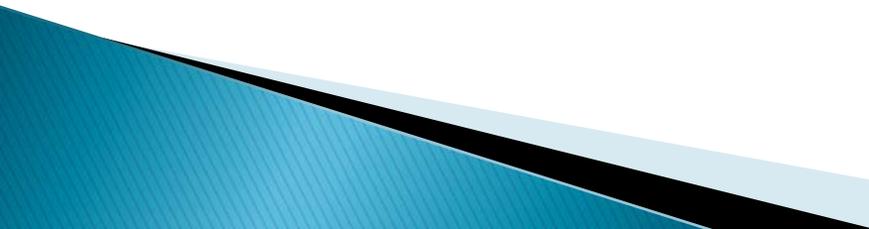
**Public Comments**

**Comments from:**

**County Manager**

**Board of Commissioners**

**Adjourn Public Hearing**



North Carolina  
Warren County

I, Dolores A. Pearce,  
Editor or Assistant-Editor of The Warren Record,  
a weekly newspaper published in the town of  
Warrenton, County of Warren, and state of North  
Carolina, do solemnly swear that a Legal Action  
entitled:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Oct. 21, 2009

Dolores A. Pearce  
~~Editor or Assistant-Editor~~  
OFFICE MANAGER

**Notice of Public Hearing**

Notice is hereby served that the Warren County Board of Commissioners will hold a public hearing on Monday, November 2, 2009 at 9:45 am in the Warren County Memorial Library Community Room, 109 S. Front Street, Warrenton, NC. The purpose of this hearing is to receive citizen's comments regarding:

request from Robert Clary (represented by Mike Dotti) to rezone a 51.86 +/- acre tract of land located at Tax Map L2A-4 and L2A-7 Elams Road from Residential (R) to Neighborhood Business (NB) in the Roanoke Township.

All questions or written comments should be directed to:

Linda T. Worth, Warren County Manager  
105 S. Front Street, Post Office Box 619  
Warrenton, North Carolina 27589  
Telephone: (252) 257-3115  
[lworth@co.warren.nc.us](mailto:lworth@co.warren.nc.us)

A map of the property is available for review in the office of the Warren County Planner/Zoning Administrator. All interested citizens are urged to attend this public hearing.

Barry Richardson, Chairman  
Warren County Board of Commissioners

Sworn to and subscribed before me this

22 day of Oct, 2009.

Walter J Harris  
Notary Public

My commission expires: 5-15-11

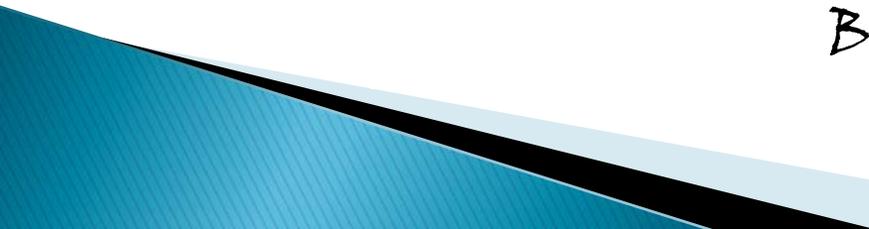
## Public Hearing Procedures

This hearing is being held to hear any persons who wish to be heard relative to the Clary Petition for Rezoning 51.86 +/- acres at Tax Map L2A-4 and L2A-7 Elams Road from Residential to Neighborhood Business in Roanoke Township.

### RULES:

- Please sign up to speak
- The maximum time allotted to each speaker will be five minutes. The Clerk to the Board will keep time.
- Any group of people who support or oppose the same position should designate a spokesperson.
- Please address only those items which might not have been addressed by a previous speaker
- Order and decorum will be maintained
- Two questions are allowed from each speaker.

*Warren County  
Board of Commissioners*





**Planning/Zoning and Code Enforcement Department**  
542 West Ridgeway Street  
Warrenton, NC 27589  
(PH) 252-257-7027 (FX) 252-257-1083

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**TO:** Warren County Board of Commissioners, County Manager, County Attorney  
**FROM:** Ken Krulik, AICP CZO - Planning and Zoning Administrator  
**DATE:** October 16, 2009  
**RE:** Petition to Re-Zone/staff comments for public hearing 11/2/09

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At the 9/1/09 Warren County Planning Board meeting, a **Petition for Rezoning** by Robert C. Clary, Sr. was reviewed and approved by the Planning Board. At the 10/5/09 Board of Commissioners meeting a public hearing was set for this project for November 2, 2009. The proposed project description includes:

- ◆ **Petition for Re-Zoning** (commercial): Request to re-zone part of the property (total of 51.86 acres) at Tax Map L2A-4 and L2A-7 Elams Road from Residential [R] to Neighborhood Business [NB] in Roanoke Township.

**Per the Planning Board:**

- ◆ Based on information provided by the applicant, the Board's (and staff's) review, **the rezoning was recommended with a Five to Zero vote for approval and forwarding to the Board of Commissioners** for consideration (quorum was still met with two absences).
- ◆ The applicant confirmed in his initial meeting with staff that future uses on the site would be consistent with the County's Zoning Ordinance for Neighborhood Business.

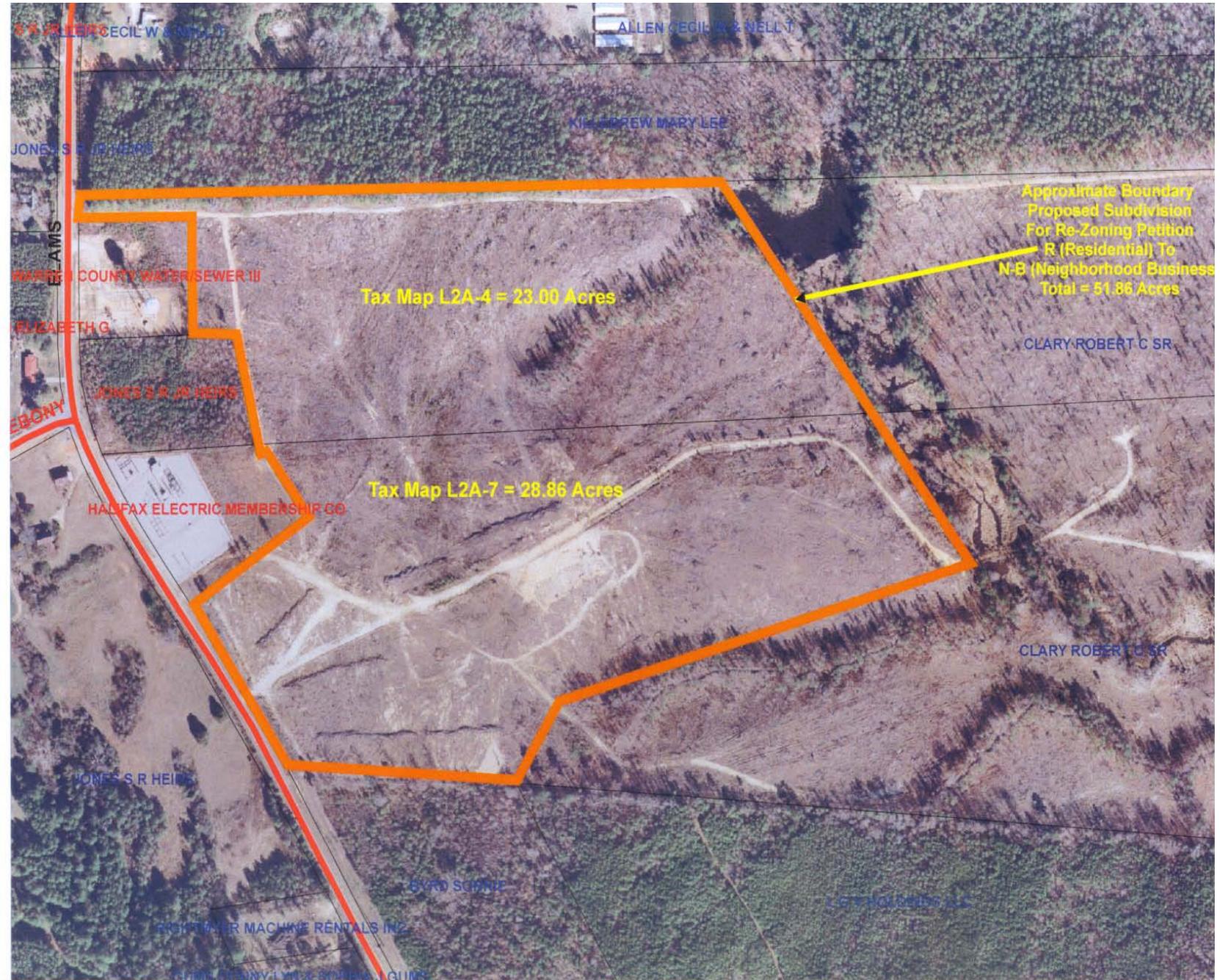
**Per the Planning and Zoning Administrator:**

- A. **If approved for re-zoning, owner would subdivide and record the 51.86 acre tract as N-B (Neighborhood Business) and the remaining acreage would be retained as R (Residential)**
- B. Meets-consistent with County regulations and Subdivision Ordinance requirements.
- C. Access will be off of Elams Road and all development would be required to meet both Warren County and NC Department of Transportation requirements.
- D. All uses proposed for the site would be required to meet all provisions consistent with the Neighborhood Business (NB) zoning district.
- E. **Development is consistent with development patterns/re-zonings of nearby property (not consistent with Land Use Plan 3-11-02, but consistent with development patterns).**
- F. Subject property is not affected the established Special Flood Hazard areas on the furthest east areas of the property near Lake Gaston.
- G. **NOTE:** Re-Zoning the subject property from Residential (R) to Neighborhood Business (NB) would not be inconsistent with the neighboring zoning of Residential as the level of "intensity of use" is not conflicting (ex: Industrial next Residential)
- H. **Recommendation from Planning and Zoning Administrator: Approval for Re-Zoning from Residential (R) to Neighborhood Business (NB) with the following County Subdivision Ordinance Provision addressed - ARTICLE VI Required Improvements and Minimum Standards of Design (for the residential development behind the proposed Re-Zoning) SECTION 616 BUFFERING: In residential subdivisions, a buffer strip at least fifty (50) feet in depth in addition to the normal lot size and depth required, shall be provided adjacent to all railroads and limited Access highways, commercial and/or industrial development, and public development. This strip shall be a part of the platted lots, but shall have the following restrictions lettered on the face of the plat; "This strip reserved for existing vegetation or the planting of trees or shrubs by the owners; the building of structures hereon is prohibited."**

In addition to my review/comments, the information below serves as a reminder (to insure project development progresses efficiently) and as my recommendation that the appropriate project consultants (planners, engineers, surveyors, etc.) maintain close coordination/contact with agency representatives. These include (but are not limited to) the NC Dept. of Environmental and Natural Resources Divisions of Water Quality and Land Quality, NC-Dept. of Transportation, and VEPCO for submittal/approval of the appropriate plans/permits. Such documents could include (may have been obtained/approved, be on record, or are pending):

- **Erosion and Sedimentation Control Plan with appropriate Best Management Practices (BMP's) for stormwater runoff management and water quality protection.**
- **Stream Restoration Plan.**
- **Required Riparian Buffers applicable for either the Tar –Pamlico and/or Roanoke River Basins (dependant on project location).**
- **401 Water Quality Certification Permit.**
- **NC-Dept. of Transportation driveway permits and compliance with road/street construction regulations.**
- **VEPCO-appropriate shoreline management plans/permits [if the project is located on Lake Gaston and for Kerr Lake the U.S. Army Corps Engineers shoreline management program].**
- **Compliance with Warren County zoning district (s) and ordinance regulations, as applicable.**
- **Compliance with the Warren County Floodplain Ordinance, as applicable**
- **Appropriate public utilities as necessary (public water/sewer) or for private well/septic (on-site wastewater treatment facility) per the Warren County Department of Environmental Health.**

Please contact me at your earliest convenience if you have questions on the item and the information included with this memo, in advance thank you for your time and expertise.



S R JONES & CECIL W & NEEL T

ALLEN CECIL R & NELL T

KILLDREW MARY LEE

JONES S R JR HEIRS

ELAMS  
WARRI  
EBONY

COUNTY WATER/SEWER III

Tax Map L2A-4 = 23.68 Acres

Approximate Boundary  
Proposed Subdivision  
For Re-Zoning Petition  
R (Residential) To  
N-B (Neighborhood Business)  
Total = 51.86 Acres

ELIZABETH G

CLARY ROBERT C SR

JONES S R JR HEIRS

Tax Map L2A-7 = 28.86 Acres

HALIFAX ELECTRIC MEMBERSHIP CO

CLARY ROBERT C SR

JONES S R HEIRS

BYRD SCOTT E

LETT HOLDINGS LLC

PROFITABLE MACHINE RENTALS INC

CLARY EBONY L W & SCOTT A J CLARY

**10:00 AM**

***Regular Meeting***

**Call to Order November 2, 2009  
Regular Monthly Meeting  
By  
Chairman or Designee**

**Moment of Silence**

**Citizen Comments**



# Rules for Citizen Comments

Please sign up to speak.

The maximum time allotted to each speaker will be five (5) minutes;  
Clerk to the Board will keep time.

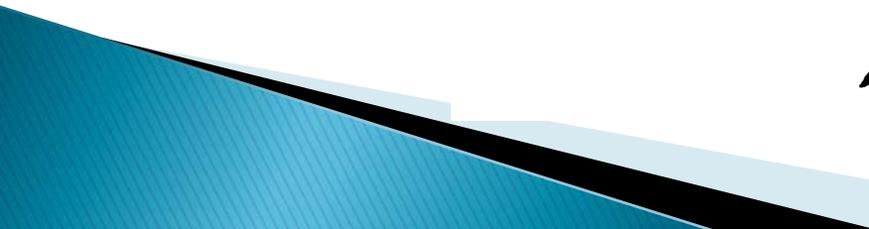
Any group of people who support or oppose the same position should  
designate a spokesperson.

Please address only those items which might not have been addressed  
by a previous speaker.

If response from Manager and/or Board is desired, please leave a copy  
of your comment(s) with the Clerk to the Board.

Order and decorum will be maintained. This is not a question and  
answer session.

*Warren County  
Board of Commissioners*



**Meeting Date: November 2, 2009**

**Agenda Item # 4**

**SUBJECT: Adopt November 2, 2009 Suggested Agenda**

**REQUESTED BY: Clerk / Deputy Clerk to the Board**

**SUMMARY: None**

**FUNDING SOURCE: N/A**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE: N/A**

**FOLLOW-UP REQUIRED: N/A**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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**SUGGESTED AGENDA  
FOR  
November 2, 2009 REGULAR MONTHLY MEETING  
OF THE WARREN COUNTY BOARD OF COMMISSIONERS  
Memorial Library Community Meeting Room  
WARRENTON, NORTH CAROLINA**

**9:45 Clary Rezoning Public Hearing**

- 1 Call to Order Regular Monthly Meeting – 10:00 am by Chairman
- 2 Moment of Silence
- 3 Citizen Comments
- 4 Adopt November 2, 2009 Suggested Agenda
- 5 Consent Agenda
  - A. Approve Minutes:  
October 5, 2009 Public Hearing – Rural Operating Assistance Program  
October 5, 2009 Regular Monthly Meeting
  - B. Interest Income Report – Finance Director Barry Mayo
  - C. Tax Collector’s Report – Tax Administrator Robert Mitchum
  - D. Tax Release Requests (Over \$100) – Tax Administrator Robert Mitchum  
Tax Release Requests (Under \$100) - “ “ “ “
6. Finance Office – Barry Mayo
  - A. Amendment # 3 to the Warren County FY 09-10 Capital Project Ordinance for  
Soul City Pump Station Improvements
  - B. Amendment # 4 to the FY 09-10 Warren County Budget Ordinance
7. Consider Clary Rezoning Request – Ken Krulik, Planner
8. Board of Health Appointments: O’Malley, Henderson, and Tippet (Terms expire January 2012)
9. Request from Habitat for Humanity to Waive Building & Environmental Fees - Bruce Rogers

10. Public Utilities – Macon Robertson, Director
  - A. Approve Tap Price Increase for Short Taps
  - B. Approve Amendment # 2 to Agreement for Professional Services – Rivers & Associates for Soul City Pump Station Improvements
11. Award Bid for Ephraim Place Community Development Block Grant Project – Cathy Alston-Kearney
12. Enter into Contract for Solid Waste Convenience Site w/Demetria Nikkii Goode – Marshall Brothers
13. Solicitation of Support for David Lawrence, Retiring from UNC School of Government
14. Declare Surplus Property and Authorize Sale by online auction
15. Adopt 2010 Board Meeting and Work Session Schedules
16. County Manager’s Report
  - A. National Guard Armory Change Order # 3
  - B. Contracts Approved
  - C. Manager’s Report for October 2009
17. Energy Plan for Warren County, NC – Charles Ayscue & Debbie Formyduval
18. Adjourn November 2, 2009 Meeting

**Meeting Date: November 2, 2009**

**Agenda Item # 5A**

**SUBJECT: Approve Minutes**

**REQUESTED BY: Clerk to the Board**

**SUMMARY: Minutes have been provided via e-mail to Board Members for review:**

**October 5, 2009 Public Hearing – Rural Operating Assistance Program  
October 5, 2009 Regular Monthly Meeting**

**FUNDING SOURCE: N/A**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE: N/A**

**FOLLOW-UP REQUIRED: N/A**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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**October 5, 2009**

- **Public Hearing – Rural Operating Assistance Program**
  - **Regular Monthly Meeting**

*Minutes have been provided by e-mail prior to the meeting.*

**Meeting Date: November 2, 2009**

**Agenda Item # 5B**

**SUBJECT: Approve Interest Income Report**

**REQUESTED BY: Barry Mayo, Finance Director**

**SUMMARY: Interest Income Report for the month of September 2009 is submitted for the Board's information.**

**FUNDING SOURCE: N/A**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE: N/A**

**FOLLOW-UP REQUIRED: N/A**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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**INTEREST INCOME REPORT****Month of September 2009**

<b>FUND</b>	<b>SEPTEMBER INCOME</b>	<b>FISCAL YEAR TO - DATE</b>
<b>General</b>	<b>1,367.41</b>	<b>5,941.43</b>
<b>Revaluation</b>	<b>20.98</b>	<b>93.61</b>
<b>E 911 Telephone System</b>	<b>139.71</b>	<b>578.89</b>
<b>Buck Spring Project</b>	<b>57.26</b>	<b>255.49</b>
<b>Ambulance Storage Facility</b>	<b>0.78</b>	<b>3.48</b>
<b>Library Building Project Fund</b>	<b>0.53</b>	<b>2.37</b>
<b>Regional Water Enterprise Fund</b>	<b>81.12</b>	<b>384.89</b>
<b>District 1 Enterprise Fund</b>	<b>113.98</b>	<b>485.05</b>
<b>Solid Waste</b>	<b>39.20</b>	<b>195.07</b>
<b>District II Enterprise Fund</b>	<b>105.45</b>	<b>427.91</b>
<b>District III Capital Project Fund</b>	<b>44.88</b>	<b>161.50</b>
<b>District III Phase II BANS</b>	<b>0.75</b>	<b>3.33</b>
<b>District III Enterprise Fund</b>	<b>46.66</b>	<b>162.75</b>
<b>Soul City Pump Station Improvements</b>	<b>0.80</b>	<b>3.57</b>
<b>District II Phase II</b>	<b>1.72</b>	<b>7.68</b>
	<b>2,021.23</b>	<b>8,707.02</b>

**Meeting Date: November 2, 2009**

**CONSENT AGENDA Item # 5C**

**SUBJECT: Approve Tax Collector's Report**

**REQUESTED BY: Robert E. Mitchum, Tax Administrator**

**SUMMARY: Tax Collector's Report for the month of September 2009 is presented for the Board's information.**

**FUNDING SOURCE: N/A**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE: G.S. 105 350  
tax Collection reports, Interest Income Report supplied for Board's  
information**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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Tax Collector's Report  
to the Warren County Board of Commissioners  
For the Month SEPTEMBER 2009

Current Year Collections

Tax Year	Charge	Collected in SEPT	Collected to Date	Balance Outstanding	Percentage Collected
SEPTEMBER 2009 FY10	\$14,878,996	\$876,920	\$2,342,974	\$12,536,022	15.75%
SEPTEMBER 2008 FY09	13,007,591	719,069	2,202,231	10,805,360	16.93%

Delinquent Collections

2008	\$690,012	\$53,142	\$200,948	\$ 489,069	29.12%
2007	259,208	6,207	26,502	232,705	10.22%
2006	195,741	2,378	12,360	183,381	6.31%
2005	155,281	1,466	9,043	146,238	5.82%
2004	124,099	875	3,981	120,118	3.21%
2003	99,930	875	1,828	98,102	2%
2002	178,462	845	54,616	123,846	30.60%
2001	171,701	4	474	171,227	0.28%
2000	96,947	213	312	96,422	0.54%
1999	41,854	76	457	41,397	1%
<b>Total Delinquent Years</b>	<b>\$ 2,013,235</b>	<b>\$66,081</b>	<b>\$ 310,521</b>	<b>\$ 1,702,505</b>	

Other SEPTEMBER Receipts

County Penalties	\$ 9,261	\$ 68,379
Landfill User Fees	\$ 71,820	\$ 187,964
Municipalities	\$ 34,623	\$ 91,768
Fire District Taxes	\$ 44,225	\$ 129,014
Advance Taxes	\$ 712	\$ 712

AUGUST GRAND TOTAL

<b>\$ 1,103,642</b>	<b>\$ 3,131,332</b>
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*R. Edwin Mitchum*

R. Edwin Mitchum, Tax Collector    Date 10/21/2009

**Meeting Date: November 2, 2009**

**CONSENT AGENDA Item # 5D**

**SUBJECT: Request for Tax Releases**

**REQUESTED BY: Robert E. Mitchum, Tax Administrator**

**SUMMARY: Tax releases over \$100 are presented for Board approval. Tax releases under \$100 approved by the County Manager are presented for the Board's information.**

**FUNDING SOURCE: N/A**

**APPLICABLE STATUTE: NCGS 105-381. TAXPAYER'S REMEDIES**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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# Request For Tax Releases Over \$100

**Over \$100  
ERROR CORRECTION RELEASES:**

11/2/2009

Date: \_\_\_\_\_

ALSTON GWENDOLYN D	2009 21439 300	H6 84	3805	\$1,850.77	DBL LIST
ARMSTRONG J E JR & BARBARA	2009 6254 300	B10 23V 1X	22008	\$119.59	BOER
AUSTIN CHARLES	2009 33701 300	L2D 200	733	\$151.90	BOER
AYCOCK VIRGINIA	2009 2027 328	C9 44	623	\$595.34	DBL LIST
BARNES JAMES & EDNA	2009 2609 300	H1C 62	789	\$153.75	BOER
BARNETTE ROBERT	2009 2628 300	E5 107A	13287	\$147.10	BOER
BEIL JEROME & KATHLEEN	2009 14980 300	K2A 30	14695	\$627.76	PCTC 50
BRANTON FRED	2009 1398 300	J3A 66	18421	\$147.60	BOER
BROCK DANA	2009 16893 301	H1A 40	13202	\$104.55	BOER
CHISM JAMES & MAUREEN	2009 27596 300	H2 28	13586	\$293.65	BOER
CLIFTON MARK	2009 20917 300	L2C 68	8207	\$144.45	BOER
CROWDER RICHARD	2009 20525 300	I3B 67	19199	\$132.65	BOER
CRYSTAL POINTE LLC	2009 33231 301	K3D 208A	7383	\$1,240.00	BOER
EDWARDS ANGIE	2009 13007 311	E5D 40	9127	\$156.51	BOER
FRISBIE ROBERT N & REBECCA	2009 27251 304	A2C 2E	24024	\$166.38	PT LT IN VANCE
FRISBIE ROBERT N & REBECCA	2009 27251 305	A2C 2F	24025	\$299.72	PT LT IN VANCE
GALFORD CHARLOTTE	2009 15411 300	L2A 85	4581	\$130.20	BOER
GRAETER FREDERICK	2009 8476 300	K2A 147	15198	\$534.75	BOER
HAITHCOCK MAMIE HEIRS	2009 16906 306	J4 126	4944	\$177.55	BOER
HALL JOHN	2009 20732 300	K2A 37	8414	\$115.06	BOER
HARDAGE LAVERNE	2009 17375 300	D4D 368	7814	\$342.26	BOER
HARRIS SHELIA FAYE	2009 32261 300	B7 136	20537	\$190.33	BOER
HARRIS JEANNE GUMS & STEVEN	2009 1876 302	K2A 149	15200	\$105.66	BOER
HART BETSY HEIRS	2009 854 305	K6 20 2Z	21928	\$297.13	BOER
HORNER DENNIS	2009 20538 300	L3B 29	7621	\$115.29	BOER
HOWERTON M	2009 32998 301	A2C 2A	19390	\$594.94	BOER
J&J LOGGING	2009 35331 307	G5D 79 1X	18225	\$229.23	BOER
JOHNSON BERNARD	2009 21931 300	E6B 137	5643	\$231.31	BOER
JOHNSON HUBERT E HEIRS	2009 20102 300	I2 15	5661	\$1,804.80	BOER
JOHNSON JACK E	2009 20540 301	A1D 13E	17414	\$902.40	BOER
KEARNEY JERRY	2009 29761 300	G12 42D	23437	\$523.17	CLERICAL ERROR
MARKHAM V & BRANHAM T	2009 15952 300	H1C 18	10088	\$263.05	BOER
MARTIN RANDY D & DONNA C	2009 26817 300	D2 13B	18562	\$990.34	HSE ON WRONG LT
MARTIN TONY	2009 2179 300	K4A 13A	16579	\$124.00	BOER
MCCORMICK D S	2009 26222 300	L3B 9	8003	\$350.09	BOER
MIHOK GEORGE & FRANCES	2009 27328 300	L2C 62	9442	\$127.54	BOER
MILLER RANDALL	2009 28934 300	J2B 90	811	\$182.89	BOER
MITCHELL ROGER	2009 27716 300	I2A 300	9682	\$229.79	BOER
MOINEAU MICHAEL	2009 4648 300	K3D 218	597	\$888.00	BOER
MOSELEY LULA HEIRS	2009 33578 300	J2A 102	10178	\$600.00	BOER
MUELLER WILLIAM	2009 17757 300	L3D 70	17746	\$232.14	BOER
MUELLER WILLIAM	2009 17757 301	L3D 71	17747	\$521.52	BOER
MUNICHMAN VIRGINIA & MAX	2009 19636 300	H1C140	9968	\$378.91	CLERICAL ERROR
MYRICK KENNETH	2009 9065 300	J2B 12	11247	\$369.52	BOER
NEAL WILLIAM	2009 28714 300	E6 1	8105	\$149.74	BOER
OLMERT CATHERINE & PATRICK	2009 9796 301	A2B 162C	19113	\$488.00	BOER
PEETE C H HEIRS	2009 30530 330	F1 2	9020	\$370.17	BOER
PERKINSON PHIL	2009 31022 323	D4D 355	9327	\$134.35	BOER
PIKE AMY	2009 10218 300	L2D 248	10140	\$148.80	BOER
POWELL STEWART	2009 26688 301	G8 18A	24052	\$938.65	CLERICAL ERROR
POYTHRESS ANTHONY & PAMELA	2009 16907 300	K4 80	5583	\$443.66	CLERICAL ERROR
RICHARDSON JOHNNIE R & OTHERS	2009 4788 300	I12 2	10377	\$472.00	DBL LIST
ROSS JOSEPH	2009 35331 301	G5B 2A	3975	\$228.03	BOER
ROSS JOSEPH	2009 35331 305	L2D 267	8713	\$122.83	BOER
ROSS JOSEPH	2009 35331 310	G3 43	12644	\$107.07	BOER
SHORT BILLY	2009 21568 300	L2D31	4843	\$217.00	BOER
SHULTZ BRYAN	2009 32635 300	H1B 19	6966	\$552.00	BOER
SKINNER JOHN	2009 4344 301	L6 31	11576	\$1,245.68	BOER
SKINNER W T HEIRS	2009 37601 306	K6 7	11591	\$116.43	BOER
STEFANADIS JAMES G & ZOE S	2009 25565 300	J2D 10	8497	\$748.63	BOER
WAYCASTER RONALD & MARGARET	2009 249 300	J2C 51	7615	\$216.38	BOER
WERTHE DONALD	2009 869 300	J2B 106	10265	\$345.00	BOER
WERTHE DONALD	2009 869 301	J2B 105	9766	\$120.60	BOER

**Request  
For Tax  
Releases  
Over \$100  
Continued**

WERTHE DONALD	2009 869 302	J2B 107	5977 \$	-780.00	BOER
WHITBY MARGIE	2009 43221 321	K2D 67	13761 \$	1,345.00	BOER
WHITBY MARGIE	2009 43221 322	K2D 68	13762 \$	1,550.00	BOER
WHITE ASHLEY	2009 43233 314	E3 7G	23604 \$	105.38	BOER
WHITE ASHLEY	2009 43233 315	E3 7H	23605 \$	228.31	BOER
WHITE ASHLEY	2009 43233 316	E3 7I	23606 \$	169.85	BOER
WHITE HAL	2009 43327 329	D2 1B	13840 \$	133.24	BOER
WHITE HAL	2009 43327 330	D2 1	13771 \$	963.56	BOER
WILLIAMS LAWRENCE & BRENDA	2009 44429 300	L3C 5	13736 \$	620.00	BOER
WILLIAMS OSCAR	2009 9873 300	E5 212	5765 \$	103.45	BOER
WILSON DOCTOR	2009 45138 341	H6 2A	20165 \$	105.00	CLERICAL ERROR
<b>SUB-TOTAL ERROR CORRECTIONS:</b>				<b>\$31,152.39</b>	

**MOTOR VEHICLE RELEASES:**

WELLMAN PAUL WEBB IV	2009 33783 1696	YWZ23122	65483	\$109.66	REL HALIFAX
<b>SUB-TOTAL MOTOR VEHICLE RELEASES:</b>				<b>\$109.66</b>	
<b>SUB-TOTAL CORRECTION RELEASES:</b>				<b>\$31,152.39</b>	
<b>Total Releases</b>				<b>\$</b>	<b>31,262.05</b>

**LANDFILL USER FEE RELEASES:**

Alston Angela & Calvin E	2009 14472 300	D6 75N	18854 \$	105.00	LPC
ALSTON CHARLES WILLIAM	2009 5689 300	D6 90	362	\$105.00	LPC
BULLOCK JANET R	2009 4387 303	F6A 4	1718	\$105.00	LPC
Carter Lucy S	2009 7315 300	B8 38	2307 \$	105.00	NES
DURHAM LOUISE V	2009 12512 300	C6 56	5430 \$	105.00	LPC
Ellington Rebecca B	2009 13137 301	B3 83	3932 \$	105.00	NES
FLOOD SHIRLEY	2009 13042 300	E2 16A	18556 \$	105.00	LPC
FORRESTER C A JR HEIRS	2009 15006 300	I9 75	4356 \$	105.00	NES
HAMM JOLLY M	2009 31132 302	E3 50	5020	\$105.00	NES
HARRIS CHRISTINE & PATRICIA	2009 24858 300	H5 23D	9329 \$	105.00	LPC
Hawkins Donnell Hawkins &	2009 245 300	G8 80	6446 \$	210.00	NES
HAWKINS LILLIE G	2009 18820 300	F6 149	6410 \$	105.00	LPC
JOHNSON EFFIE C	2009 22488 300	F9 25C	22518 \$	105.00	NES
JOHNSON ELVERTIE HEIRS	2009 22018 300	F7 39	5666 \$	105.00	LPC
Jones Gary N & Brenda	2009 29460 107	J2A-7	11829 \$	105.00	NES
MARTIN MORRIS SR & KATHLEEN	2009 6195 301	G5 16 B2	16184 \$	105.00	NES
PERRY ALPHEUS & ALMA	2009 31126 300	D6 23	9380 \$	105.00	LPC
SEWARD INDIANA K HEIRS	2009 36529 300	A1D 7	10911 \$	105.00	LPC
STALLINGS KENNETH HEIRS	2009 38705 306	H7 13	12383 \$	105.00	NES
TART JAMES T & AUDREY	2009 25695 302	L2A 118	21992	\$105.00	LPC
WILKINS ANNIE MAE	2009 14951 303	J3 22	13141 \$	105.00	NES
YOUNG KARL MICHAEL	2009 409 300	J2A 76	14218 \$	105.00	LPC
<b>TOTAL LFUF RELEASES:</b>				<b>\$</b>	<b>2,415.00</b>

**Abbreviation Key:**

LFUF = Landfill User Fee  
 NES=No Electrical Service  
 LPC=Licensed Private Contractor

Under \$100

11/2/2009

Date: 10/23/09

ERROR CORRECTION RELEASES:

<u>NAME</u>	<u>Year</u>	<u>ACCT#</u>	<u>MAP #</u>	<u>RECORD #</u>	<u>AMOUNT</u>	<u>REASON</u>
BARNES JAMES & EDNA	2009	2609 301	H1C 60	12739	\$	35.36 BOER
BARNETTE ROBERT	2009	2628 301	E5 106	12804	\$	33.52 BOER
BARNETTE ROBERT	2009	2628 302	E5 107	12802	\$	34.85 BOER
BARNETTE ROBERT	2009	2628 303	E5 147	6969	\$	89.26 BOER
BARNETTE ROBERT	2009	2628 304	E5 150	297	\$	28.67 BOER
BARNETTE ROBERT	2009	2628 305	E5 105	7741	\$	27.33 BOER
BARNETTE ROBERT	2009	2628 310	E5 107B	17202	\$	13.39 BOER
BARNETTE ROBERT	2009	2628 311	E5 108	12820	\$	34.71 BOER
BOSHER JOHNNY	2009	9327 304	A2B 74	15345	\$	48.00 BOER
BOSHER JOHNNY	2009	9327 305	A2B 75	15346	\$	48.00 BOER
BROCKMAN LESTER TRUSTEE	2009	28518 300	L2A 6C	21802	\$	35.27 BOER
CAPLAN ALAN	2009	28080 300	I3D 284	7813	\$	76.88 BOER
CAPLAN ALAN	2009	28080 301	I3D 285	8311	\$	43.05 BOER
CARTER ROBERT E HEIRS	2009	7325 301	J3 38B	23407	\$	55.80 DBL LIST
DICKERSON EVELYN	2009	14249 300	E5 19J	19309	\$	38.68 BOER
DONOUGHUE BERNARD	2009	516 300	J3A 51	18406	\$	30.51 BOER
ELKIN LANE & BARRY	2009	9320 300	L3C 3	15582	\$	50.22 BOER
ELKIN LANE & BARRY	2009	9320 301	L3C 2	15583	\$	60.53 BOER
ESTES JEAN	2009	13501 300	I2A 78	4262	\$	73.80 BOER
FRISBIE ROBERT N & REBECCA	2009	27251 301	A2C 10A	22923	\$	33.48 CLERICAL ERROR
FRISBIE ROBERT N & REBECCA	2009	27251 306	A2C 2G	24026	\$	91.74 COUNTY LINE SPLIT
HARGROVE OTELIA HEIRS	2009	17326 330	C2 4D	23594	\$	43.78 DBL LIST
HARMON R L/D R HARMON/C SUTTON	2009	31675 301	E3 115	5015	\$	73.10 COMBINED
HARMON R L/D R HARMON/C SUTTON	2009	31675 303	E3 97	2852	\$	49.95 DBL LIST
HARRISON MATTIE HEIRS	2009	24290 300	I3 6	11980	\$	36.90 CLERICAL ERROR
HICKS THOMAS	2009	19906 306	L2D 216	6944	\$	37.91 BOER
HUGHES CHARLES	2009	1654 300	J2D 9	14477	\$	53.83 BOER
JONES MARIE HEIRS	2009	33703 300	D9 58	6890	\$	49.92 BOER
KEARNEY MARY	2009	23631 300	D9 33	6607	\$	32.72 BOER
KELLY ROBERT & MARY	2009	788 300	I2C 47	6903	\$	39.98 BOER
MANSFIELD WILLIAM	2009	26615 300	I2C 42	8514	\$	22.10 BOER
MCCULLOUGH GAIL	2009	4412 300	L3B 40	2168	\$	40.30 BOER
MITCHELL D S & F S CAMERON	2009	5295 301	C7 2C	21919	\$	64.25 DBL LIST
MONKS BETTY	2009	5778 301	J3A 67	18422	\$	32.40 BOER
NEAL WILLIAM	2009	28714 301	E6 51	8103	\$	73.57 BOER
ONEIL ERNEST & GAIL	2009	689 301	I3D 90	4965	\$	64.58 BOER
RANSDALL E & J LLC	2009	18398 302	I3B 33	15467	\$	92.25 BOER
REYNOLDS MARIE	2009	33232 300	D4D 356	10257	\$	21.13 BOER
ROSS JOSEPH	2009	35331 304	G3 44B	16359	\$	64.79 BOER
ROSS JOSEPH	2009	35331 315	G3 44	16282	\$	64.76 BOER
RYDER VICKIE	2009	19978 301	E2 39	11444	\$	41.92 BOER
SCHRADER THOMAS & JOANNE	2009	24776 300	I2A 96	20117	\$	92.95 BOER
SKINNER JOHN	2009	4344 302	L5 37	14057	\$	37.40 BOER
SKINNER WT HEIRS	2009	37601 303	K6 4	11588	\$	93.31 BOER
SKINNER WT HEIRS	2009	37601 313	K6 15	14356	\$	32.93 BOER
SKINNER WT HEIRS	2009	37627 328	K6 17	11637	\$	37.21 BOER
SKINNER WT HEIRS	2009	37627 341	K6 20 1Z	11579	\$	84.61 BOER
WALKER ERNEST	2009	42110 300	K5 30	13056	\$	18.44 BOER
WALKER JOSEPH	2009	2564 302	C2 19B	24101	\$	51.20 DBL LIST
WATERS LAWRENCE	2009	10016 300	L2D 256	12826	\$	18.33 BOER
WERTHE DONALD	2009	869 303	J2B 109	15557	\$	63.00 BOER
WERTHE DONALD	2009	869 304	J2B 108	4878	\$	90.00 BOER
WESTER WILLIAM	2009	15339 300	E5 19K	19310	\$	44.79 BOER
WHITE ASHLEY	2009	43233 301	E3 125	13835	\$	37.61 BOER
WHITE ASHLEY	2009	43233 320	E3 57	5831	\$	88.11 BOER
WHITE ASHLEY & OTHERS	2009	43233 312	E3 7D	23267	\$	79.23 DBL LIST
WHITE HAL	2009	43327 332	E1 7	13769	\$	81.12 BOER
WILLIAMS NELLIE	2009	44624 300	C7 21	13966	\$	80.94 BOER
WILLIAMS SHERRY	2009	1298 313	12B 34	22220	\$	6.15 CEMETERY EXEMPT
YOUNG ELVIN & JANICE	2009	46004 300	K2D 46	13310	\$	36.22 BOER
<b>SUB-TOTAL ERROR CORRECTIONS:</b>					<b>\$</b>	<b>3,056.74</b>

# County Manager approved Tax Releases Under \$100

**Manager  
approved  
Tax Releases  
Under \$100  
Continued**

**MOTOR VEHICLE RELEASES:**

BATCHELOR LONNIE MICHAEL	2009 33667 1989	NPS 4795	65776 \$	84.77	REL NASH
BROOKS TROY E	2009 31393 108	TRY 5874	51536 \$	17.36	REL LINCOLN
BROOKS TROY E	2009 31393 108	VYF 4620	51994 \$	15.29	REL LINCOLN
COLLINS JOSEPH W	2009 255 1931	XXW 3590	65718 \$	40.35	HIGH MILEAGE
COMPARATO SEYMOUR DIANE J	2009 24108 108	VSL1741	55036 \$	12.90	SOLD
DAVIS JAMES H JR	2009 11019 2104	SXT3689	65891 \$	75.68	TOTAL LOSS
GRIFFIN RANDALL W	2009 16518 2193	XZR5377	65980 \$	40.80	SOLD
HELLER PATRICIA ANN	2009 187 1898	RWX1217	63819 \$	28.24	SOLD
HENDERSON ZEROY M	2009 10144 1331	RXY8161	73643 \$	1.23	GAVE AWAY
HENDERSON ZEROY M	2009 10144 1615	TXK1446	63536 \$	25.04	GAVE AWAY
HOGREFE HAROLD F JR	2009 6688 1921	MRK 8413	65708 \$	42.35	SOLD
HONDA LEASE TRUST	2009 20050 2383	NYX3594	66065 \$	16.21	SOLD
JAMES REBEKAH W	2009 31061 2661	VRH3728	80718 \$	39.50	MOVED SC
JAMES ROBERT ALLEN	2009 30248 2115	WNK2899	77311 \$	27.60	MOVED SC
JOHNS PAUL M	2009 983 1929	XYZ4024	65716 \$	8.10	GAVE AWAY
JONES FRANK MIKEL	2009 22903 108	WTX3360	62874 \$	5.14	HIGH MILEAGE
KEARNEY CAROLYN WYNN	2009 31010 1765	YVT 3427	65552 \$	56.58	REL VANCE
KEARNEY CAROLYN WYNN	2009 31010 2199	YVT 3572	65989 \$	47.75	REL VANCE
LATIF KHALID	2009 23577 2065	YVT3452	65852 \$	16.17	MOVED SC
LETT JESSE MACK	2009 24775 1760	PXP 3415	65547 \$	25.87	REL HALIFAX
MOSELEY HERBERT GLENN	2009 28027 2465	AZ 78755	66252 \$	15.16	VALUE ADJUST
PAWELCZYK MATTHEW A	2009 17391 1539	YNC 5605	65326 \$	21.75	REL VANCE
PAWELCZYK MATTHEW A	2009 17391 1241	YNC 5606	65028 \$	14.70	REL VANCE
PAXTON HAROLD G	2009 7847 2344	XXR 2705	66131 \$	18.40	HIGH MILEAGE
RIVERS FRANKLIN R	2009 34408 2652	XWH 3793	64573 \$	12.79	VALUED HIGHER TH
ROOKER THERMAN	2009 35128 109	PYE8518	64881 \$	12.10	VALUE ADJUST
SANDERS TRACY E	2009 23808 1958	WOODY76	58672 \$	5.20	SOLD
STRICKLAND EVA K	2009 19250 1521	SNW4001	76717 \$	1.47	JUNKED
VARNADORE DIANE	2009 9356 1699	YNC5387	65486 \$	38.46	SITUS
WALSTON JAMES P	2009 6416 2263	YWB5556	66050 \$	19.20	HIGH MILEAGE
WILLIAMS EUGENE	2009 26877 1333	YVT3312	63254 \$	9.76	GAVE AWAY
<b>SUB-TOTAL MOTOR VEHICLE RELEASES:</b>			<b>\$</b>	<b>795.92</b>	
<b>SUB-TOTAL CORRECTION RELEASES:</b>			<b>\$</b>	<b>3,056.74</b>	
<b>Total Releases</b>			<b>\$</b>	<b>3,852.66</b>	

**Meeting Date: November 2, 2009**

**Item # 6-A**

**SUBJECT: Finance Office**

**REQUESTED BY: Barry Mayo, Finance Director**

**SUMMARY: Amendment # 3 to the Capital Project Ordinance for Warren County  
Soul City Pump Station Improvements**

**FUNDING SOURCE: N/A**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

Recommend approval.

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**NOTES:**

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**AMENDMENT TO THE CAPITAL PROJECT ORDINANCE FOR THE  
WARREN COUNTY SOUL CITY PUMP STATION IMPROVEMENTS  
(Amendment No. 3)**

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

**Increase/(Decrease) Appropriations:**

Engineering/Bidding	\$ (11,338)
Engineering/Construction Admin	21,615
Engineering/Additional Services	795
Legal & Administrative	(3,000)
Easement & Right of Ways	(1,500)
Construction Contract	(21,242)
Contingency	<u>14,670</u>
<b>Total</b>	<b>\$ 0</b>

Explanation:

This amendment adjusts project line items to the most recent cost estimates.

Respectfully Submitted 11/02/09

*Barry J. Mayo*

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Barry J. Mayo  
Finance Officer

**Meeting Date: November 2, 2009**

**Item # 6-B**

**SUBJECT: Finance Office**

**REQUESTED BY: Barry Mayo, Finance Director**

**SUMMARY: Amendment # 4 to the FY 2009-10 Warren County Budget Ordinance**

**FUNDING SOURCE: N/A**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

Recommend approval.

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**NOTES:**

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AMENDMENT TO THE WARREN COUNTY BUDGET ORDINANCE

2009/2010

Amendment No. 4

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:

Board of Elections	22,610
Health Department	19,218
Juvenile Crime Prevention Council	1,720
Senior Center	13,121
Recreation Program	1,500
<b>Total</b>	<b>\$ 58,169</b>

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

Increase/(Decrease) Revenues:

Restricted Intergovernmental - Health	19,218
Restricted Intergovernmental - Other	13,529
Miscellaneous Revenue	1,500
Fund Balance	23,922
<b>Total</b>	<b>\$ 58,169</b>

**This amendment:**

- appropriates funds to Board of Elections (HAVA Grant) for repairs to voting precincts, these funds were received in June of FY09 but not spent.

Funding Source: Fund Balance

- appropriates funds to the Health Department to agree with State Allocation.

Funding Source: NC Department of Public Health

- appropriates funds to Juvenile Crime Provention Council to agree with State allocation.

Funding Source: Department of Juvenile Justice

- appropriates American Recovery and Reimbursement Act funds to Senior Center as approved at the October 5th, 2009 Commissioners meeting.

Funding Source: American Recovery and Reimbursement Act (\$11,809)  
and Fund Balance (Local Match \$1,312)

- appropriates funds to the Recreation Program.

Funding Source: Private Contributions

Respectfully Submitted 11/02/2009

**Barry J. Mayo**

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Barry J. Mayo, Finance Director

**Meeting Date: November 2, 2009**

**Item # 7**

**SUBJECT: Follow-up to Public Hearing**

**REQUESTED BY: Ken Krulik, Planner/Zoning Administrator**

**SUMMARY: Having held a required public hearing on Monday, November 2, 2009 at 9:45 am, rezoning request from Robert Clary is now submitted for Board's action.**

**FUNDING SOURCE: N/A**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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**Meeting Date: November 2, 2009**

**Item # 8**

**SUBJECT: Board/Committee/Commission Member Appointment**

**REQUESTED BY: Andy Smith, Health Director**

**SUMMARY: It is submitted on recommendation of Andy Smith, to make the following re-appointments to the Board of Health. (Terms Expire January 2012)**

On September 15, 2009 The Board of Health voted to support reappointment of the following Board of Health Members for another term.

Dr. Amy O'Malley	Veterinarian	Finishing 2 <sup>nd</sup> Term
Dr. Kara Henderson	Dentist	Finishing 1 <sup>st</sup> Term
Mrs. Audrey Tippet	Nurse	Finishing 1 <sup>st</sup> Term

**FUNDING SOURCE: N/A**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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**Meeting Date: November 2, 2009**

**Agenda Item # 9**

**SUBJECT: Habitat for Humanity Request Building Permit Fee Waiver**

**REQUESTED BY: R. Bruce Rogers, President**

**SUMMARY: Submitted for Board's review and approval to waive permit fees to construct the 8<sup>th</sup> house in Warren County:**

**\$ 395.00 Code inspections and permits**

**\$75.00 Health Dept. environmental permit (reimburse Rogers)**

**\$470.00 Total fees to be waived**

**NOTE:** The Environmental fee has been paid and we are requesting reimbursement.

**FUNDING SOURCE: N/A**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE: N/A**

**FOLLOW-UP REQUIRED: N/A**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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*Warren County Habitat for Humanity  
Post Office Box 413  
Warrenton, NC 27589*

October 10, 2009

Warren County Habitat for Humanity  
c/o Bruce Rogers  
216 West Winds Rd.  
Macon, N.C. 27551-9005

Warren County Board of Commissioners  
PO Box 619  
Warrenton, N.C. 27589

Dear Board Members,

I am writing on behalf of Habitat for Humanity in Warren County for an official release from building permits fees. A modular home has been donated to us and we would like to place it in Warren County and renovate it to provide an affordable home. This will be our eighth house. We are including a map which indicates the approximately where we plan to place and renovate the 1100 square foot house with three bedrooms and 1 and ½ baths.

Thank you for all you have done for us in the past and we look forward to working with you in the future as we endeavor to provide adequate housing for all people.

Sincerely,

R. Bruce Rogers  
President, Warren County Habitat for Humanity  
(H) 252-257-5500 © 252-532-1760

MTS EDRM 46308

Warren County  
Environmental Health  
544 W. Ridgeway St.  
Warrenton, NC 27589

DATE 10/26/09

NO. 739172

RECEIVED FROM R. Bruce Rogers

ADDRESS 216 West Woods Rd, Makers, NC

Seventy-five / 100 DOLLARS \$ 75.00

FOR RENT

FOR Certificate of Compliance

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT	75.00	CASH	
AMT. PAID	75.00	CHECK	#0984
BALANCE DUE	0	MONEY ORDER	

BY Kristina Dorothy L. Davis  
Cindy R. Davis

Habitat payment for Environmental Health Permit for House #8.

Paid by Bruce Rogers personal check.

Get Google Maps on your phone  
Text the word "GMAPS" to 466453




*Warren County Habitat  
House #8*

**Meeting Date: November 2, 2009**

**Agenda Item # 10-A**

**SUBJECT: Public Utilities**

**REQUESTED BY: Macon Robertson, Director**

**SUMMARY: Submitted for Board approval of Tap Price Increase for Short Taps; making tap price uniform for short and bore taps.**

**(See attached explanation.)**

**FUNDING SOURCE: N/A**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE: N/A**

**FOLLOW-UP REQUIRED: N/A**

**COUNTY MANAGER'S RECOMMENDATION:**

**Recommend approval.**

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**NOTES:**

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Based on the data below, it is recommended that tap prices be increased to:

\$950.00 for all ¾" taps, bores and non-bores

\$1,100.00 for all 1" taps, bores and non-bores

Cost plus 5% for all 2" taps

Tap Size	Current Tap Fee	Material Cost	Recommended Price
3/4" Radio Read	\$850.00	\$425.05 +Labor+Equipment*	\$950.00
1" Radio Read	\$1,000.00	\$636.49+Labor+Equipment*	\$1,100.00
2" Radio Read	\$1,200.00	\$1,774.35+Labor+Equipment*	Cost of Tap + 5%

\*Labor and Equipment include: 3 men for a total of 4 hours (average), 1 Dump Truck, 1 Backhoe, 1 Air Compressor, 1 Boring Tool, 1 Radio Read Meter and other appurtenences



*Warren County Public Utilities  
712 Highway 158 Business West  
P.O. Box 577  
Warrenton, NC 27589  
252-257-3645*



November 2, 2009

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WATER TAPS

$\frac{3}{4}$ " Water Tap..... \$950.00  
1" Water Tap..... \$1,100.00  
2" Water Tap ..... \$Cost + 5%

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SEWER TAPS

4" Sewer Tap ..... \$300.00 PLUS Cost  
6" Sewer Tap ..... \$300.00 PLUS Cost  
2" Sewer Force Main ..... \$300.00 PLUS Cost

Note: All new sewer taps will have a clean out installed by the county where applicable.

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Approved by the County Board November 2, 2009

\_\_\_\_\_  
Barry Richardson, Chairman, Warren County  
Board of Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Angelena Kearney-Dunlap  
Clerk of the Board

\_\_\_\_\_  
Date

**Meeting Date: November 2, 2009**

**Agenda Item # 10-B**

**SUBJECT: Public Utilities**

**REQUESTED BY: Macon Robertson, Director**

**SUMMARY: Approval of Amendment 2 to Agreement for Professional Services between the County and Rivers and Associates for Soul City Pump Station Improvements Project.**

**FUNDING SOURCE: N/A**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE: N/A**

**FOLLOW-UP REQUIRED: N/A**

**COUNTY MANAGER'S RECOMMENDATION:**

**Recommend approval.**

**NOTES:**

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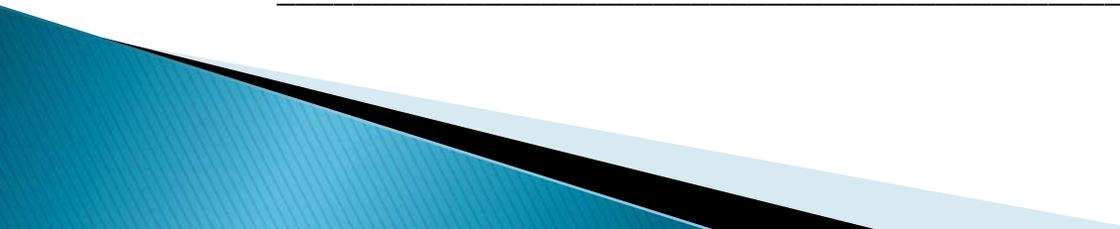
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**AMENDMENT NO. 2 TO  
AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
WARREN COUNTY  
AND  
RIVERS AND ASSOCIATES, INC.  
DATED AUGUST 26, 2005**

THIS IS AMENDMENT NO. 2 made as of October 5, 2009 to the AGREEMENT between Warren County (OWNER) and Rivers and Associates, Inc. (ENGINEER).

Add the following Exhibit 1 and Attachment 1 to the Agreement for Professional Services related to the Soul City Pump Station Improvements Project.

OWNER

ENGINEER

WARREN COUNTY

RIVERS AND ASSOCIATES, INC.

BY: \_\_\_\_\_

BY: *[Signature]*

TITLE:

TITLE: Vice President

ATTEST FOR OWNER

ATTEST FOR ENGINEER

BY: \_\_\_\_\_

BY: *[Signature]*

TITLE: Clerk

TITLE: Secretary

SEAL

SEAL

This instrument has been pre-audited in the manner required by the Local Budget and Fiscal Control Act.

By (Signature): \_\_\_\_\_  
Finance Officer

Typed Name: \_\_\_\_\_

Date: \_\_\_\_\_



ATTACHMENT 1  
**RIVERS AND ASSOCIATES, INC.**  
 STANDARD RATES  
 Effective April 12, 2008

**EMPLOYEE CLASSIFICATION:**

**HOURLY RATES:**

Principal	\$165.00
Sr. Project Manager	\$155.00
Project Manager II	\$140.00
Project Manager I	\$130.00
Project Engineer II	\$120.00
Project Engineer I	\$105.00
Design Engineer II	\$95.00
Design Engineer I	\$85.00
Landscape Architect	\$100.00
Landscape Designer	\$90.00
Project Planner I	\$90.00
Planner II	\$80.00
Planner I	\$70.00
Designer IV	\$115.00
Designer III	\$105.00
Designer II	\$90.00
Designer I	\$75.00
CAD Technician III	\$70.00
CAD Technician II	\$65.00
CAD Technician I	\$60.00
Project Surveyor II	\$105.00
Project Surveyor I	\$90.00
Party Chief III	\$80.00
Party Chief II	\$60.00
Party Chief I	\$55.00
Surveyor Technician II	\$50.00
Surveyor Technician I	\$45.00
1-Man Robotic II	\$135.00
1-Man Robotic I	\$100.00
Resident Project Representative III	\$85.00
Resident Project Representative II	\$70.00
Resident Project Representative I	\$60.00
Intern Tech	\$35.00
Administrative Assistant	\$65.00
Sub-Consultants and Fees	1.15 x Cost
Travel	Current IRS Rate
Miscellaneous Expenses	Cost

**Meeting Date: November 2, 2009**

**Agenda Item # 11**

**SUBJECT: Ephraim Place CDBG Project**

**REQUESTED BY: Cathy Alston-Kearney, Executive Director  
Warren Family Institute**

**SUMMARY: Formal bids for Water, Sewer and Roadway Project were received for above referenced project. A recommendation to award bid to James C. Harris Contractor, LLC in the base bid amount of \$201,331.19 for General Construction Work is submitted for Board's review and award.**

**FUNDING SOURCE: USDA Funds**

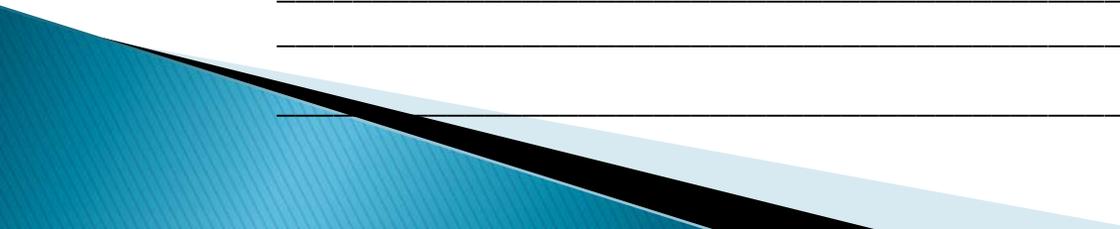
**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE: N/A**

**FOLLOW-UP REQUIRED: N/A**

**COUNTY MANAGER'S RECOMMENDATION:**

Recommend approval.

**NOTES:**



October 23, 2009

Ms. Linda T. Worth, Manager  
Warren County  
P.O. Box 619  
Warrenton, NC 27589

Re: Recommendation of Award  
Ephram Place Subdivision  
AECOM Project No: 92710  
CDBG Project No. 03-C-1187

Dear Ms. Worth:

Formal bids for the Water, Sewer and Roadway Project at Ephram Place Subdivision in Soul City, NC, were received on Tuesday, October 20, 2009. A total of eight (8) bids were received. The successful low bidder was:

Division A-1, General Construction  
James C. Harris Contractor, LLC  
Warrenton, N.C. 27589  
Base Bid Amount (Bid Items 1 through 29): \$201,331.19

It is recommended that an award in the amount of \$201,331.19 be made to James C. Harris Contractor, LLC, of Warrenton, N.C. for the General Construction work in Bid Items 1 through 29.

If there are any questions, or if additional information is needed, please do not hesitate to contact us.

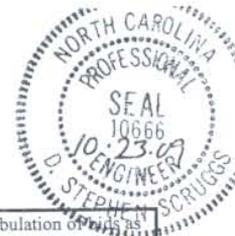
Sincerely,

AECOM Technical Services of North Carolina, Inc.



Steve Scruggs, P.E.  
Project Manager

cc: Cathy Alston-Kearney, Warren Family Institute



## BID TABULATIONS

I certify this to be a true and accurate tabulation of bids as received.  
 BY: Stephen Scruggs

Client: Warren County, NC Project: Epharim Place Subdivision Bid: Tuesday, Oct. 20, 2009, 2:00 PM Place: Town Hall, Warrenton, NC		James C. Harris Cont. PO Box 565 Warrenton, NC 27589	S.T. Wooten Corp. PO Box 2408 Wilson, NC 27894-2408	Vaughan Grading & Util. 7608 Ligon Mill Rd. Wake Forest, NC 27587	H.G. Reynolds Co. PO Box 209 Henderson, NC 27536	Vance Const. Co. PO Box 1549 Henderson, NC 27536					
AECOM TECHNICAL SERVICES OF NC, INC. RALEIGH, NORTH CAROLINA		5% Bid Bond	5% Bid Bond	5% Bid Bond	5% Bid Bond	5% Bid Bond					
ITEM-DESCRIPTION-MEASURE UNIT	QTY	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL
1. PVC Sewer Pipe											
a. 8" PVC, 0'-6' depth (LF)	35	17.23	603.05	14.70	514.50	14.00	490.00	35.00	1,225.00	15.31	535.85
b. 8" PVC, 6'-8' depth (LF)	100	17.23	1,723.00	15.75	1,575.00	16.00	1,600.00	35.00	3,500.00	17.76	1,776.00
c. 8" PVC, 8'-10' depth (LF)	205	19.23	3,942.15	17.00	3,485.00	18.00	3,690.00	35.00	7,175.00	20.21	4,143.05
d. 8" PVC, 10'-12' depth (LF)	210	22.23	4,668.30	17.85	3,748.50	20.00	4,200.00	35.00	7,350.00	22.66	4,758.60
Total Price Bid Item 1a thru 1d			10,936.50		9,323.00		9,980.00		19,250.00		11,213.50
Item 2. Pre-Cast Manholes											
a. 4'-0" MH, 6'-8' depth (EA)	1	1,666.00	1,666.00	1,800.00	1,800.00	1,950.00	1,950.00	2,076.00	2,076.00	1,837.50	1,837.50
b. 4'-0" MH, 8'-10' depth (EA)	3	1,866.00	5,598.00	2,050.00	6,150.00	2,200.00	6,600.00	2,429.00	7,287.00	2,450.00	7,350.00
c. 4'-0" Cut-in MH, 8'-10' depth (EA)	1	2,180.00	2,180.00	1,900.00	1,900.00	1,875.00	1,875.00	2,610.00	2,610.00	2,450.00	2,450.00
Total Price Bid Item 2a thru 2c			9,444.00		9,850.00		10,425.00		11,973.00		11,637.50
3. Extra SS Stone Stabilization (TN)	60	1.00	60.00	23.25	1,395.00	21.00	1,260.00	14.00	840.00	30.63	1,837.80
4. Sewer Tap Assemblies (EA)	19	79.15	1,503.85	75.00	1,425.00	360.00	6,840.00	300.00	5,700.00	128.94	2,449.86
5. Sewer Service Piping (LF)	710	12.84	9,116.40	10.50	7,455.00	8.00	5,680.00	14.30	10,153.00	11.64	8,264.40
6. Water Pipe & Fittings											
a. 6" C-900 PVC pipe (LF)	240	12.05	2,892.00	16.30	3,912.00	13.50	3,240.00	14.80	3,552.00	14.53	3,487.20
b. 6" DIP, Cl. 350 (LF)	20	16.94	338.80	21.00	420.00	21.50	430.00	25.00	500.00	29.40	588.00
c. 2" SDR-21 PVC (LF)	490	8.50	4,165.00	9.00	4,410.00	8.00	3,920.00	10.00	4,900.00	10.41	5,102.37
d. Compact DI fittings (#)	65	4.00	260.00	5.00	325.00	5.75	373.75	4.00	260.00	7.96	517.40
Total Price Bid Item 6a thru 6d			7,655.80		9,067.00		7,963.75		9,212.00		9,694.97
7. Dry Bore & Jack Steel Encasement (LF)	40	265.00	10,600.00	150.00	6,000.00	150.00	6,000.00	145.00	5,800.00	165.38	6,615.20
8. 8"x6"TS & Valve (EA)	1	2,572.00	2,572.00	3,000.00	3,000.00	2,025.00	2,025.00	2,345.00	2,345.00	3,016.71	3,016.71
9. Extra Stone Stabilization for WL (TN)	60	1.00	60.00	23.25	1,395.00	21.00	1,260.00	14.00	840.00	30.63	1,837.80



## BID TABULATIONS

I certify this to be a true and accurate tabulation of bids received.  
 BY: Steve Scruggs

Client: Warren County, NC Project: Epharim Place Subdivision Bid: Tuesday, Oct. 20, 2009, 2:00 PM Place: Town Hall, Warrenton, NC	James C. Harris Cont. PO Box 565 Warrenton, NC 27589	S.T. Wooten Corp. PO Box 2408 Wilson, NC 27894-2408	Vaughan Grading & Util. 7608 Ligon Mill Rd. Wake Forest, NC 27587	H.G. Reynolds Co. PO Box 209 Henderson, NC 27536	Vance Const. Co. PO Box 1549 Henderson, NC 27536
<b>AECOM TECHNICAL SERVICES OF NC, INC.          RALEIGH, NORTH CAROLINA</b>	5% Bid Bond	5% Bid Bond	5% Bid Bond	5% Bid Bond	5% Bid Bond

ITEM-DESCRIPTION-MEASURE UNIT	QTY	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL
10. Water Meter Boxes & Setters											
a. Water Meter Boxes (EA)	19	65.00	1,235.00	89.00	1,691.00	108.00	2,052.00	112.00	2,128.00	110.25	2,094.75
b. Water Meter Setters (EA)	19	132.36	2,514.84	180.00	3,420.00	250.00	4,750.00	196.00	3,724.00	256.03	4,864.57
Total Price Bid Item 10a and 10b			3,749.84		5,111.00		6,802.00		5,852.00		6,959.32
11. Water Service Lines											
a. 3/4" Water Service Pipe (LF)	390	11.53	4,496.70	10.75	4,192.50	10.00	3,900.00	12.00	4,680.00	13.50	5,265.00
b. 3/4" Tapping Saddle/Corp. Ass'y. (EA)	19	165.00	3,135.00	150.00	2,850.00	250.00	4,750.00	294.00	5,586.00	309.25	5,875.75
Total Price Bid Item 11a and 11b			7,631.70		7,042.50		8,650.00		10,266.00		11,140.75
12. 6" Stub-Out Assembly (EA)	1	1,164.35	1,164.35	1,025.00	1,025.00	1,250.00	1,250.00	1,630.00	1,630.00	980.00	980.00
13. Fire Hydrant Assembly (EA)	1	2,639.00	2,639.00	3,800.00	3,800.00	2,900.00	2,900.00	2,774.00	2,774.00	3,185.00	3,185.00
14. 2" Blow-Off Assembly (EA)	1	730.00	730.00	700.00	700.00	850.00	850.00	650.00	650.00	735.00	735.00
15. Extra 3000 psi Concrete (CY)	15	100.00	1,500.00	125.00	1,875.00	200.00	3,000.00	100.00	1,500.00	122.50	1,837.50
16. Compaction Tests (EA)	5	363.00	1,815.00	1,100.00	5,500.00	600.00	3,000.00	100.00	500.00	735.00	3,675.00
17. Select Backfill (CY)	300	1.00	300.00	12.00	3,600.00	25.00	7,500.00	10.00	3,000.00	19.60	5,880.00
18. Site Clearing & Grubbing (LS)	1	10,500.00	10,500.00	5,000.00	5,000.00	5,500.00	5,500.00	11,760.00	11,760.00	6,125.00	6,125.00
19. Unclassified Excavation (CY)	1650	3.00	4,950.00	5.80	9,570.00	3.75	6,187.50	3.40	5,610.00	6.69	11,038.50
20. Fine Grading (LS)	1	5,100.00	5,100.00	2,000.00	2,000.00	3,500.00	3,500.00	11,648.00	11,648.00	5,145.00	5,145.00
21. Aggregate Base Course for Roads (TN)	1100	12.50	13,750.00	16.50	18,150.00	20.00	22,000.00	18.73	20,603.00	22.05	24,255.00
22. Superpave Bituminous Surface (TN)	165	86.37	14,251.05	106.50	17,572.50	118.00	19,470.00	117.00	19,305.00	104.13	17,181.45
23. 2'-0" Valley Gutters (LF)	1300	10.75	13,975.00	11.15	14,495.00	13.00	16,900.00	14.84	19,292.00	21.13	27,469.00
24. Concrete Sidewalks, 4'-0", 3000 psi (SY)	370	23.50	8,695.00	32.00	11,840.00	16.00	5,920.00	35.00	12,950.00	39.69	14,685.30
25. Wheelchair Ramps, 3000 psi (EA)	2	750.00	1,500.00	900.00	1,800.00	1,000.00	2,000.00	800.00	1,600.00	735.00	1,470.00



## BID TABULATIONS

I certify this to be a true and accurate tabulation of bids as received.  
 BY: *Stev Sengge*

Client: Warren County, NC Project: Epharim Place Subdivision Bid: Tuesday, Oct. 20, 2009, 2:00 PM Place: Town Hall, Warrenton, NC		James C. Harris Cont. PO Box 565 Warrenton, NC 27589		S.T. Wooten Corp. PO Box 2408 Wilson, NC 27894-2408		Vaughan Grading & Util. 7608 Ligon Mill Rd. Wake Forest, NC 27587		H.G. Reynolds Co. PO Box 209 Henderson, NC 27536		Vance Const. Co. PO Box 1549 Henderson, NC 27536	
AECOM TECHNICAL SERVICES OF NC, INC. RALEIGH, NORTH CAROLINA		5% Bid Bond		5% Bid Bond		5% Bid Bond		5% Bid Bond		5% Bid Bond	
ITEM-DESCRIPTION-MEASURE UNIT	QTY	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL
26. RCP Storm Sewer Pipe (Open-cut)											
a. 15" RCP, Cl. III (LF)	344	17.14	5,896.16	19.00	6,536.00	17.00	5,848.00	27.00	9,288.00	23.01	7,915.44
b. 18" RCP, Cl. III (LF)	116	19.81	2,297.96	21.00	2,436.00	22.00	2,552.00	29.00	3,364.00	27.24	3,159.84
c. 24" RCP, Cl. III (LF)	32	25.44	814.08	50.00	1,600.00	26.00	832.00	40.00	1,280.00	35.53	1,136.96
Total Price Bid Item 26a thru 26c			9,008.20		10,572.00		9,232.00		13,932.00		12,212.24
27. Pre-Cast Storm Water Structures											
a. 26"x26" Open Throat CB 0'-6' depth (EA)	9	904.00	8,136.00	1,350.00	12,150.00	1,675.00	15,075.00	1,600.00	14,400.00	1,929.38	17,364.42
b. 26"x26" Drop Inlet 0'-6' depth (EA)	1	1,100.00	1,100.00	1,500.00	1,500.00	1,525.00	1,525.00	1,440.00	1,440.00	1,837.50	1,837.50
c. 26x26" Junction Boxes, 0'-6' depth (EA)	1	1,125.00	1,125.00	1,600.00	1,600.00	1,675.00	1,675.00	1,523.00	1,523.00	1,837.50	1,837.50
d. 18" Reinforced Flared End Section	1	650.00	650.00	650.00	650.00	550.00	550.00	300.00	300.00	857.50	857.50
e. 24 Reinforced Flared End Section	1	725.00	725.00	650.00	650.00	650.00	650.00	500.00	500.00	980.00	980.00
Total Price Bid Item 27a thru 27e			11,736.00		16,550.00		19,475.00		18,163.00		22,876.92
28. Extra Foundation Conditioning Material (TN)											
	25	1.00	25.00	22.00	550.00	25.00	625.00	14.00	350.00	30.63	765.75
29. Sedimentation & Erosion Control Devices											
a. Construcion Entrances (EA)	1	2,000.00	2,000.00	900.00	900.00	1,500.00	1,500.00	1,000.00	1,000.00	1,837.50	1,837.50
b. Pipe Inlet Sediment Trap, Type A (EA)	1	300.00	300.00	200.00	200.00	1,500.00	1,500.00	100.00	100.00	367.50	367.50
c. Pipe Inlet Sediment Trap, Type C (EA)	11	150.00	1,650.00	100.00	1,100.00	350.00	3,850.00	100.00	1,100.00	183.75	2,021.25
d. Temporary Rock Silt Check, Type B (EA)	3	250.00	750.00	150.00	450.00	150.00	450.00	100.00	300.00	245.00	735.00
e. Temporary Sediment Traps w/baffles (EA)	3	1,500.00	4,500.00	2,325.00	6,975.00	1,550.00	4,650.00	1,930.00	5,790.00	2,450.00	7,350.00
f. Temp. Diversion Ditches/curled wood (LF)	220	2.00	440.00	2.60	572.00	2.50	550.00	2.00	440.00	0.86	189.20
g. Temp. Diversion Ditches/netting/fibers (LF)	140	2.00	280.00	2.67	373.80	2.50	350.00	2.00	280.00	0.86	120.40
h. Temp. Diversion Ditches/coconut fibers (LF)	260	2.50	650.00	2.75	715.00	3.50	910.00	3.00	780.00	1.32	343.20
i. Temporary Silt Fence (LF)	3170	4.00	12,680.00	2.00	6,340.00	2.50	7,925.00	1.70	5,389.00	2.76	8,749.20
j. Curled Wood Matting (SY)	110	1.25	137.50	1.90	209.00	3.60	396.00	2.00	220.00	1.23	135.30
k. Outlet Stabilization (EA)	3	450.00	1,350.00	900.00	2,700.00	350.00	1,050.00	100.00	300.00	980.00	2,940.00
l. Removal of Temporary Devices (LS)	1	11,625.00	11,625.00	11,500.00	11,500.00	2,500.00	2,500.00	7,590.00	7,590.00	5,249.13	5,249.13
Total Price Bid Item 29a thru 29l			36,362.50		32,034.80		25,631.00		23,289.00		30,037.68
<b>TOTAL PRICE BID ITEMS 1 thru 29</b>			<b>201,331.19</b>		<b>217,697.80</b>		<b>221,826.25</b>		<b>250,787.00</b>		<b>264,222.15</b>



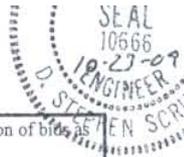
BID TABULATIONS												I certify this to be a true and accurate tabulation of bids as received. BY: <i>Step Scruggs</i>	
Client: Warren County, NC Project: Epharim Place Subdivision Bid: Tuesday, Oct. 20, 2009, 2:00 PM Place: Town Hall, Warrenton, NC				James C. Harris Cont. PO Box 565 Warrenton, NC 27589		S.T. Wooten Corp. PO Box 2408 Wilson, NC 27894-2408		Vaughan Grading & Util. 7608 Ligon Mill Rd. Wake Forest, NC 27587		H.G. Reynolds Co. PO Box 209 Henderson, NC 27536		Vance Const. Co. PO Box 1549 Henderson, NC 27536	
AECOM TECHNICAL SERVICES OF NC, INC. RALEIGH, NORTH CAROLINA				5% Bid Bond		5% Bid Bond		5% Bid Bond		5% Bid Bond		5% Bid Bond	
ITEM-DESCRIPTION-MEASURE UNIT	QTY	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL
MANUFACTURERS:													
PVC Pipe:		JM		JM		North American		Per specs.		JM			
Ductile Iron Pipe:		Griffin		Griffin		Griffin		Griffin		Griffin		Griffin	
Fire Hydrants:		Clow		Clow		Clow		Clow		Clow		Clow	
Gate Valves:		Clow		Clow		Clow		Clow		Clow		Clow	
CONTRACT TIME: 150 Calendar Days													

10666  
12-23-09  
ENGINEER  
D. STEPHEN S.

## BID TABULATIONS

I certify this to be a true and accurate tabulation of bids as received.  
BY: Steve Surgen

Client: Warren County, NC Project: Epharim Place Subdivision Bid: Tuesday, Oct. 20, 2009, 2:00 PM Place: Town Hall, Warrenton, NC		Rightmyer Machine 497 Hwy. 48 Roanoke Rpaids, NC 27870	Ellington Contractors 5110 Unicon Drive Wake Forest, NC 27587	Virginia-Carolina Paving PO Box 568 South Boston, NC 24592							
AECOM TECHNICAL SERVICES OF NC, INC. RALEIGH, NORTH CAROLINA		5% Bid Bond	5% Bid Bond	5% Bid Bond							
ITEM-DESCRIPTION-MEASURE UNIT	QTY	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL
1. PVC Sewer Pipe											
a. 8" PVC, 0'-6' depth (LF)	35	20.00	700.00	45.17	1,580.95	32.00	1,120.00		-		-
b. 8" PVC, 6'-8' depth (LF)	100	21.00	2,100.00	45.67	4,567.00	34.00	3,400.00		-		-
c. 8" PVC, 8'-10' depth (LF)	205	23.30	4,776.50	46.17	9,464.85	36.00	7,380.00		-		-
d. 8" PVC, 10'-12' depth (LF)	210	25.50	5,355.00	50.17	10,535.70	38.00	7,980.00		-		-
Total Price Bid Item 1a thru 1d			12,931.50		26,148.50		19,880.00		-		-
Item 2. Pre-Cast Manholes											
a. 4'-0" MH, 6'-8' depth (EA)	1	1,450.00	1,450.00	2,037.56	2,037.56	2,000.00	2,000.00		-		-
b. 4'-0" MH, 8'-10' depth (EA)	3	2,000.00	6,000.00	2,340.29	7,020.87	2,300.00	6,900.00		-		-
c. 4'-0" Cut-in MH, 8'-10' depth (EA)	1	2,800.00	2,800.00	5,105.56	5,105.56	2,700.00	2,700.00		-		-
Total Price Bid Item 2a thru 2c			10,250.00		14,163.99		11,600.00		-		-
3. Extra SS Stone Stabilization (TN)	60	24.50	1,470.00	21.78	1,306.80	30.00	1,800.00		-		-
4. Sewer Tap Assemblies (EA)	19	260.00	4,940.00	76.74	1,458.06	350.00	6,650.00		-		-
5. Sewer Service Piping (LF)	710	11.10	7,881.00	12.37	8,782.70	35.00	24,850.00		-		-
6. Water Pipe & Fittings											
a. 6" C-900 PVC pipe (LF)	240	12.20	2,928.00	21.36	5,126.40	28.50	6,840.00		-		-
b. 6" DIP, Cl. 350 (LF)	20	21.00	420.00	23.11	462.20	40.00	800.00		-		-
c. 2" SDR-21 PVC (LF)	490	5.60	2,744.00	11.64	5,703.60	20.00	9,800.00		-		-
d. Compact DI fittings (#)	65	6.00	390.00	5.98	388.70	5.00	325.00		-		-
Total Price Bid Item 6a thru 6d			6,482.00		11,680.90		17,765.00		-		-
7. Dry Bore & Jack Steel Encasement (LF)	40	170.00	6,800.00	330.00	13,200.00	165.25	6,610.00		-		-
8. 8"x6" TS & Valve (EA)	1	2,300.00	2,300.00	5,260.00	5,260.00	3,000.00	3,000.00		-		-
9. Extra Stone Stabilization for WL (TN)	60	24.50	1,470.00	21.78	1,306.80	30.00	1,800.00		-		-



## BID TABULATIONS

I certify this to be a true and accurate tabulation of bids received.

BY: Steve Long

Client: Warren County, NC Project: Epharim Place Subdivision Bid: Tuesday, Oct. 20, 2009, 2:00 PM Place: Town Hall, Warrenton, NC	Rightmyer Machine 497 Hwy. 48 Roanoke Rpaids, NC 27870	Ellington Contractors 5110 Unicon Drive Wake Forest, NC 27587	Virginia-Carolina Paving PO Box 568 South Boston, NC 24592		
AECOM TECHNICAL SERVICES OF NC, INC. RALEIGH, NORTH CAROLINA	5% Bid Bond	5% Bid Bond	5% Bid Bond		

ITEM-DESCRIPTION-MEASURE UNIT	QTY	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL
10. Water Meter Boxes & Setters											
a. Water Meter Boxes (EA)	19	75.00	1,425.00	57.00	1,083.00	150.00	2,850.00		-		-
b. Water Meter Setters (EA)	19	165.00	3,135.00	139.00	2,641.00	200.00	3,800.00		-		-
Total Price Bid Item 10a and 10b			4,560.00		3,724.00		6,650.00		-		-
11. Water Service Lines											
a. 3/4" Water Service Pipe (LF)	390	6.70	2,613.00	11.89	4,637.10	25.00	9,750.00		-		-
b. 3/4" Tapping Saddle/Corp. Ass'y. (EA)	19	165.00	3,135.00	161.00	3,059.00	125.00	2,375.00		-		-
Total Price Bid Item 11a and 11b			5,748.00		7,696.10		12,125.00		-		-
12. 6" Stub-Out Assembly (EA)	1	1,665.00	1,665.00	1,633.00	1,633.00	1,500.00	1,500.00		-		-
13. Fire Hydrant Assembly (EA)	1	2,900.00	2,900.00	3,464.92	3,464.92	3,000.00	3,000.00		-		-
14. 2" Blow-Off Assembly (EA)	1	650.00	650.00	2,889.10	2,889.10	1,500.00	1,500.00		-		-
15. Extra 3000 psi Concrete (CY)	15	130.00	1,950.00	207.00	3,105.00	400.00	6,000.00		-		-
16. Compaction Tests (EA)	5	600.00	3,000.00	1,000.00	5,000.00	350.00	1,750.00		-		-
17. Select Backfill (CY)	300	14.00	4,200.00	20.00	6,000.00	30.00	9,000.00		-		-
18. Site Clearing & Grubbing (LS)	1	17,000.00	17,000.00	24,832.50	24,832.50	12,000.00	12,000.00		-		-
19. Unclassified Excavation (CY)	1650	30.00	49,500.00	15.50	25,575.00	9.00	14,850.00		-		-
20. Fine Grading (LS)	1	4,500.00	4,500.00	880.00	880.00	16,500.00	16,500.00		-		-
21. Aggregate Base Course for Roads (TN)	1100	22.00	24,200.00	27.40	30,140.00	21.00	23,100.00		-		-
22. Superpave Bituminous Surface (TN)	165	125.00	20,625.00	92.00	15,180.00	85.00	14,025.00		-		-
23. 2'-0" Valley Gutters (LF)	1300	12.00	15,600.00	16.30	21,190.00	16.50	21,450.00		-		-
24. Concrete Sidewalks, 4'-0", 3000 psi (SY)	370	30.00	11,100.00	36.72	13,586.40	38.00	14,060.00		-		-
25. Wheelchair Ramps, 3000 psi (EA)	2	850.00	1,700.00	900.00	1,800.00	900.00	1,800.00		-		-

## BID TABULATIONS

I certify this to be a true and accurate tabulation of bids as received.

BY: Steve Jensen

SEA:  
1066  
10-23  
LONGPAC  
STEPHEN

Client: Warren County, NC Project: Epharim Place Subdivision Bid: Tuesday, Oct. 20, 2009, 2:00 PM Place: Town Hall, Warrenton, NC				Rightmyer Machine 497 Hwy. 48 Roanoke Rpaids, NC 27870		Ellington Contractors 5110 Unicon Drive Wake Forest, NC 27587		Virginia-Carolina Paving PO Box 568 South Boston, NC 24592			
AECOM TECHNICAL SERVICES OF NC, INC. RALEIGH, NORTH CAROLINA				5% Bid Bond		5% Bid Bond		5% Bid Bond			
ITEM-DESCRIPTION-MEASURE UNIT	QTY	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL
26. RCP Storm Sewer Pipe (Open-cut)											
a. 15" RCP, Cl. III (LF)	344	28.00	9,632.00	17.73	6,099.12	30.00	10,320.00				
b. 18" RCP, Cl. III (LF)	116	31.00	3,596.00	21.42	2,484.72	36.00	4,176.00				
c. 24" RCP, Cl. III (LF)	32	40.00	1,280.00	27.91	893.12	48.00	1,536.00				
Total Price Bid Item 26a thru 26c			14,508.00		9,476.96		16,032.00				
27. Pre-Cast Storm Water Structures											
a. 26"x26" Open Throat CB 0'-6" depth (EA)	9	1,650.00	14,850.00	1,449.88	13,048.92	2,500.00	22,500.00				
b. 26"x26" Drop Inlet 0'-6" depth (EA)	1	1,500.00	1,500.00	1,327.41	1,327.41	2,000.00	2,000.00				
c. 26x26" Junction Boxes, 0'-6" depth (EA)	1	1,400.00	1,400.00	1,237.09	1,237.09	2,500.00	2,500.00				
d. 18" Reinforced Flared End Section	1	490.00	490.00	767.26	767.26	600.00	600.00				
e. 24 Reinforced Flared End Section	1	525.00	525.00	902.31	902.31	850.00	850.00				
Total Price Bid Item 27a thru 27e			18,765.00		17,282.99		28,450.00				
28. Extra Foundation Conditioning Material (TN)	25	24.50	612.50	27.50	687.50	30.00	750.00				
29. Sedimentation & Erosion Control Devices											
a. Construcion Entrances (EA)	1	2,000.00	2,000.00	2,662.00	2,662.00	3,000.00	3,000.00				
b. Pipe Inlet Sediment Trap, Type A (EA)	1	235.00	235.00	1,336.58	1,336.58	350.00	350.00				
c. Pipe Inlet Sediment Trap, Type C (EA)	11	200.00	2,200.00	350.00	3,850.00	300.00	3,300.00				
d. Temporary Rock Silt Check, Type B (EA)	3	200.00	600.00	350.00	1,050.00	250.00	750.00				
e. Temporary Sediment Traps w/baffles (EA)	3	2,200.00	6,600.00	1,750.00	5,250.00	2,500.00	7,500.00				
f. Temp. Diversion Ditches/curled wood (LF)	220	4.10	902.00	4.57	1,005.40	5.00	1,100.00				
g. Temp. Diversion Ditches/netting/fibers (LF)	140	4.30	602.00	4.68	655.20	5.00	700.00				
h. Temp. Diversion Ditches/coconut fibers (LF)	260	4.80	1,248.00	4.75	1,235.00	7.00	1,820.00				
i. Temporary Silt Fence (LF)	3170	3.20	10,144.00	2.07	6,561.90	2.00	6,340.00				
j. Curled Wood Matting (SY)	110	6.00	660.00	1.93	212.30	3.00	330.00				
k. Outlet Stabilization (EA)	3	600.00	1,800.00	1,157.00	3,471.00	750.00	2,250.00				
l. Removal of Temporary Devices (LS)	1	4,500.00	4,500.00	8,063.00	8,063.00	3,500.00	3,500.00				
Total Price Bid Item 29a thru 29i			31,491.00		35,352.38		30,940.00				
<b>TOTAL PRICE BID ITEMS 1 thru 29</b>			<b>288,799.00</b>		<b>312,803.60</b>		<b>329,437.00</b>				



BID TABULATIONS								I certify this to be a true and accurate tabulation of bids as received. BY: <i>Stev Schuler</i>			
Client: Warren County, NC Project: Epharim Place Subdivision Bid: Tuesday, Oct. 20, 2009, 2:00 PM Place: Town Hall, Warrenton, NC		Rightmyer Machine 497 Hwy. 48 Roanoke Rpaids, NC 27870		Ellington Contractors 5110 Unicon Drive Wake Forest, NC 27587		Virginia-Carolina Paving PO Box 568 South Boston, NC 24592					
AECOM TECHNICAL SERVICES OF NC, INC. RALEIGH, NORTH CAROLINA		5% Bid Bond		5% Bid Bond		5% Bid Bond					
ITEM-DESCRIPTION-MEASURE UNIT	QTY	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL
MANUFACTURERS:											
PVC Pipe:		JM		National		National					
Ductile Iron Pipe:		Griffin		American		American					
Fire Hydrants:		Clow		AFC		Mueller					
Gate Valves:		Clow		AFC		Mueller					
CONTRACT TIME: 150 Calendar Days											

**Meeting Date: November 2, 2009**

**Agenda Item # 12**

**SUBJECT: Public Works – Convenience Site Contract**

**REQUESTED BY: Marshall Brothers, Director**

**SUMMARY: Contract between County and Demetria Nikkii Goode to lease site for Solid Waste Convenience Center effective November 1, 2009 thru October 31, 2011 with monthly compensation of \$225 is presented for approval.**

**FUNDING SOURCE: Solid Waste Enterprise Fund**

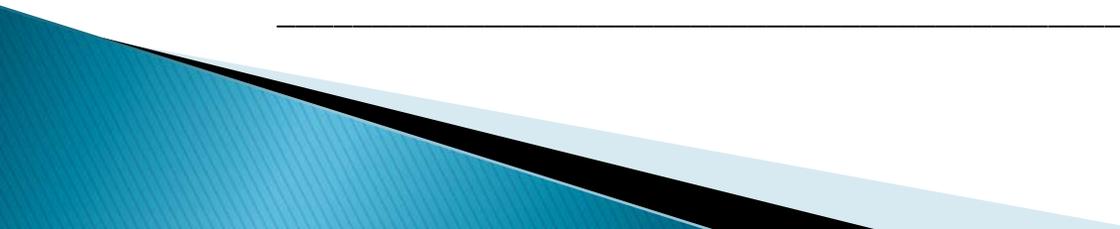
**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE: N/A**

**FOLLOW-UP REQUIRED: N/A**

**COUNTY MANAGER'S RECOMMENDATION:**

**Recommend approval.**

**NOTES:**



NORTH CAROLINA  
WARREN COUNTY

THIS LEASE AGREEMENT (hereinafter, "Agreement"), made and entered into this **2<sup>nd</sup> day of November, 2009, by and between Demetria Nikkii Goode**, unmarried, hereinafter referred to as "Owner" and the County of Warren, hereinafter referred to as "County";

WITNESSETH:

THAT WHEREAS, the County has found it necessary to establish a contract for land on which to place a manned convenience center, and

WHEREAS, the Owner is desirous of providing such appropriate land to the County;

NOW THEREFORE, in consideration of mutual covenants and promises contained herein, the legal existence and sufficiency of which the parties admit, the County and the Owner agree as follows;

- **TERM:** This Agreement shall be binding upon all parties for a period of twenty-four (24) months beginning November 1, 2009 and continuing thru October 31, 2011, unless prior terminated by either party as outlined herein.
- **TERMINATION & RENEWAL:** This Agreement may be terminated, with or without cause, by either party giving the other written notice at least sixty (60) days prior to the party's intended termination date. To be effective, such notice shall: a) state the specific date the party intends the lease to terminate—said date not to be less than sixty (60) days out from date of notice, and; b) be delivered to the recipient party either by certified mail, return receipt requested or by Sheriff's service at the address listed for the party below:

Notice to the County shall be proper if delivered as directed to the following address:

Linda Worth, Warren County Manager  
Post Office Box 619  
105 South Front Street  
Warrenton, NC 27589

Notice to Owner shall be proper if delivered as directed to the following address:

Demetria Nikkii Goode  
2450 Ridgehampton Court  
Reston, VA 20191

Likewise, this Agreement may be renewed for an additional twenty-four (24) months by mutual consent of the parties, as signified by the parties' execution of a new lease agreement with the same formality as this Agreement. Additionally, renewal may include an increase in compensation equivalent to the cumulative percentage increase of the Consumer Price Increase having occurred during the two (2) years of the term of this Agreement.

● **COMPENSATION:** For the term of this Agreement, the County shall pay the Owner the sum of \$225.00 monthly for leasing of said property on or about the fifteenth (15<sup>th</sup>) of each month, as payment for the next month, beginning October 15, 2009 for November 2009's payment.

● **DESCRIPTION OF PROPERTY:** SIXPOUND TOWNSHIP. Beginning at an iron stake in the north margin of the right-of-way for Secondary Road 1306 at the point where the eastern boundary line for a 2.574 acre parcel of land, which is more fully described in the deed hereinafter mentioned, intersects the edge of said right-of-way, running thence along said eastern boundary line N. 23 degrees 02' 52" E. 170 feet to a point, a corner: thence in a Westerly direction 200 feet to a point, a corner: thence in a southwesterly direction 170 feet to a point in the margin of said right-of-way, a corner: and thence along said right-of-way in an easterly direction 170 feet to the place of beginning, containing 31,450 square feet, more or less, and being a part of the real property described in deed dated October 11, 1985, from William Martin Goode and wife, Nina Genola Goode, to Demetria Nikkii Goode, recorded in the office of the Register of Deeds of Warren County in Book 421, page 272.

● **SITE MAINTENANCE.** The County shall be responsible for maintaining the property—inside the fence it constructed pursuant to the parties' last lease—and returning the property at the end of this Agreement in a condition similar to that which existed at the beginning of this Agreement. The County shall also be responsible for cleaning surrounding areas of any trash naturally resulting from the Convenience Center activity.

The County will further maintain the land between the highway and the front fence of the Convenience Center; as well as the entrance-way road leading to the Convenience Center.

6. **INDEMNIFICATION:** The County shall indemnify and save the Owner harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising out of the County's anticipated and planned use of the leased premises or any part thereof, occasioned wholly or in part by any act or omission of the County, its agents and employees.

**IN TESTIMONY WHEREOF**, said parties have executed this Lease Agreement in duplicate originals, one of which is retained by each party. **This the 2<sup>nd</sup> day of November, 2009.**

\_\_\_\_\_  
DEMETRIA NIKKII GOODE  
COUNTY OF WARREN, NORTH CAROLINA

\_\_\_\_\_  
Angelena Kearney-Dunlap, Clerk

\_\_\_\_\_(SEAL)

ATTEST:  
BY: \_\_\_\_\_  
Barry Richardson, Chairperson - Board of  
Commissioners Warren County, NC

**Meeting Date: November 2, 2009**

**Agenda Item # 13**

**SUBJECT: Support David Lawrence Distinguished Professorship**

**REQUESTED BY: UNC School of Government**

**SUMMARY: It is submitted for consideration to support School of Government's effort to raise funds to develop Professorship for David Lawrence who is retiring.**

**FUNDING SOURCE: N/A**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE: N/A**

**FOLLOW-UP REQUIRED: N/A**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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October 12, 2009

The Honorable Barry Richardson  
Chair, Warren County Board of Commissioners  
PO Box 619  
Warrenton, NC 27589

Dear Mr. Richardson,

We are writing with a special request for consideration by your board. David Lawrence will retire in December from the faculty of the School of Government. To mark this occasion, an effort is underway to fund a new David M. Lawrence Distinguished Professorship. This important campaign is two-thirds of the way to completion. Your gift will help achieve the goal.

We know this is a difficult time to be asking for financial support and that a special gift, even one that can be spread over several years, takes some hard thinking. Before making your decision, we hope you will read the enclosed information and consider the experience of your own board and staff in working with David—the kind of experience that recently earned him the NCACC's 2009 *Distinguished Service Award*.

The professorship campaign goal is \$333,000, which will make the School eligible to obtain a state match of \$167,000 for the endowment. This is a significant goal in the best of times and is particularly daunting in the current environment of economic uncertainty. The purpose of the campaign however is so important, we did not feel it could wait for better times.

David's contributions have been tremendous. Consider, for example, how many times in past years your staff or board members have called David, attended a class he taught, looked up an answer in a book or article he wrote, or emailed him with a question. Imagine, on top of that, how many times public officials from other cities, counties and boards did any of those things. Multiply all of those instances over David's *forty years of service* to local governments and you have a truly distinguished record. With enthusiasm, diligence and superb intellect, David has contributed immeasurably to North Carolina's tradition of good, sound, and open government.

The David M. Lawrence Distinguished Professorship will be a lasting legacy that honors David's leadership as a teacher and advisor. This endowed chair will enable the School to retain or recruit a top-notch faculty member who, like David, will bring intelligence, creativity, and deep commitment to serving North Carolina's public officials.

We thank you for making a decision to honor David and help the School continue to support faculty members, like him, who are dedicated to providing the resources you need.

Sincerely,

DeWitt F. McCarley  
Chairman, Lawrence Committee  
City Attorney, Charlotte

Michael R. Smith  
Dean  
School of Government



## David M. Lawrence Distinguished Professorship Gift and Pledge Form

### Step 1: Contact Information (please print)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Mailing address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone E-mail

### Step 2: Gift or Pledge

A. Enclosed is my gift of \$ \_\_\_\_\_.

B. I wish to pledge a total gift of \$ \_\_\_\_\_ over \_\_\_\_\_ years to the  
**David M. Lawrence Professorship (#0546).**

Gift amounts:

Year 1 \$ \_\_\_\_\_ (enclosed) Year 2 \$ \_\_\_\_\_ Year 3 \$ \_\_\_\_\_

Please send reminders:  Annually  Semi-annually  Quarterly

Begin reminders: \_\_\_ / \_\_\_ / \_\_\_  
Mo Day Year

\_\_\_\_\_  
Pledge Signature Date

### Step 3: Payment Options

Check: My gift or first pledge payment of \$ \_\_\_\_\_ is enclosed.

Please make checks payable to: **School of Government.**

Credit Card: Please charge my gift or first pledge payment of \$ \_\_\_\_\_ to:

Visa  MasterCard  Amex

\_\_\_\_\_  
Card Number Exp. Date

\_\_\_\_\_  
Signature Date

**Stock:** You may make your gift with a donation of stock. Contact Ann Simpson at 919.966.9780 for details, or contact the UNC-Chapel Hill stock coordinator at 919.962.8189 for transfer instructions.

**Bank Draft:** Visit [giving.unc.edu/](http://giving.unc.edu/) gift and follow the instructions for making a gift by bank draft. In Step 2 on the online form, select School of Government and designate your gift for Lawrence Professorship #0546.

**Pledges and Credit Card Gifts:** You may fax your pledge or credit card gift to Ann Simpson at 919.843.2799.

Or mail this form and your gift to:

**Lawrence Professorship**  
School of Government, UNC-CH  
Knapp-Sanders Building  
Campus Box 3330  
Chapel Hill, NC 27599-3330

Gifts are used solely for the benefit of the School of Government and are tax-deductible.



## The David M. Lawrence Distinguished Professorship

David Lawrence has had an extraordinary career. Rare is the local official in North Carolina who has not consulted, read, heard about, or benefited in some way from his expertise. To thank him and celebrate his contributions to North Carolina, the School of Government is creating the David M. Lawrence Distinguished Professorship.

### **An Opportunity to Honor David Lawrence**

A campaign has been launched to fund this new professorship. The campaign committee, chaired by Charlotte city attorney Mac McCarley, is working to raise \$333,000 by the time of David Lawrence's retirement in December. That amount will be matched by the state with an additional \$167,000 for a total endowment of \$500,000. Once completed, the David M. Lawrence Distinguished Professorship will help the School cultivate and keep top-notch faculty who will apply their own intelligence, creativity, and commitment in service to public officials in North Carolina. North Carolina's public officials will continue to be in good hands.

**Meeting Date: November 2, 2009**

**Agenda Item # 14**

**SUBJECT: Declare Surplus Property**

**REQUESTED BY:**

**SUMMARY: It is presented to declare by “Resolution” certain county property as surplus and authorize the sale of same via GovDeals online auction: five (5) air conditioners and two (2) stainless steel sinks**

**FUNDING SOURCE: N/A**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE: N/A**

**FOLLOW-UP REQUIRED: N/A**

**COUNTY MANAGER'S RECOMMENDATION:**

Recommend approval.

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**NOTES:**

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*STATE OF NORTH CAROLINA  
COUNTY OF WARREN*

*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 sale by auction, bid, and/or 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 sell through internet based auction the following property declared Surplus Property:*

*Air Conditioning Units*

*Double Stainless Steel Sink 25" x 51"*

*Stainless Steel Kitchen Sink 28"x 84", single basin;*

*6" x 20 "x 10 " deep, rack 48" tall, 3 drawers*

*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 award of bid will be placed in the Warren Record and displayed electronically, otherwise appropriately advertised according to law.*

*ADOPTED this the 2<sup>nd</sup> day of November 2009.*

*WARREN COUNTY BOARD OF COMMISSIONERS*

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*Barry Richardson, Chairman*

*ATTEST:*

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*Angelena Kearney-Dunlap, Clerk to the Board*

# *Air conditioning units*



*Double stainless steel sink*  
*25" x 51"*



## *Stainless Steel*

### *Kitchen Sink*

*28" x 84", single basin;  
6" x 20" x 10" deep,  
rack 48" tall, 3 drawers*



**Meeting Date: November 2, 2009**

**Agenda Item # 15**

**SUBJECT: Adopt 2010 Board Meeting Schedule**

**REQUESTED BY: Clerk to the Board**

**SUMMARY: Board of Commissioners monthly meeting and work session schedules for 2010 are presented for adoption.**

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**PLEASE NOTE:**

- \* May and June meeting location is changed because of scheduled Smithsonian Exhibit in the Library Community Room during those months.
- \*\* The 1<sup>st</sup> Monday in July and September falls on a County observed Holiday, therefore meetings will be held the following Tuesday as indicated.

10-8-2009

**FUNDING SOURCE: N/A**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE: N/A**

**FOLLOW-UP REQUIRED: N/A**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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**Warren County Board of Commissioners**  
 &  
**Warren County Board of Commissioners**  
 As  
**Governing Body of Water District III**  
**2010 Meeting Schedule**

The Warren County Board of Commissioner's regularly scheduled meetings are held on the first Monday of each month at 10:00 am. Mid-Monthly meetings shall be scheduled as needed. All meetings are in the Warren County Memorial Library Community Room, unless otherwise posted.

January 4, 2010	July 6 <sup>th</sup> ** 5 <sup>th</sup> is a holiday
February 1 <sup>st</sup>	August 2 <sup>nd</sup>
March 1 <sup>st</sup>	September 7 <sup>th</sup> ** 6 <sup>th</sup> is a holiday
April 5 <sup>th</sup>	October 4 <sup>th</sup>
May 3 <sup>rd</sup> * Courthouse	November 1 <sup>st</sup>
June 7 <sup>th</sup> * Courthouse	December 6 <sup>th</sup>

**PLEASE NOTE:**

- \* May and June meeting location is changed because of scheduled Smithsonian Exhibit in the Library Community Room during those months.
- \*\* The 1<sup>st</sup> Monday in July and September falls on a County observed Holiday, therefore meetings will be held the following Tuesday as indicated.

# Warren County Board of Commissioners



## 2010 Work Session Schedule

Work Sessions are held the 3<sup>rd</sup> Wednesday of every other month unless otherwise posted.

*January 26<sup>th</sup>*

*Budget Goal Setting Work Session*

*TIME: 10:00 am – 3:00 pm*

*LOCATION: Memorial Library*

*Community Meeting Room*

### Regular Commissioner Work Sessions

**6:00 pm** in the Warren County

*Memorial Library Community Meeting Room*

February 17<sup>th</sup>

April 21<sup>st</sup> (courthouse)

June 16<sup>th</sup> (courthouse)

August 18<sup>th</sup>

October 20<sup>th</sup>

December 15<sup>th</sup>

**Meeting Date: November 2, 2009**

**Agenda Item # 16-A**

**SUBJECT: National Guard Armory Project Change Order # 3**

**REQUESTED BY:**

**SUMMARY: County Manager reports on change order approved under authority given by the Board as follows:**

**\$32,758 increase to base contract from previously approved change order**

**\$13,409 decreased contingency total**

**No change in original contract price of \$907,000**

**FUNDING SOURCE: N/A**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE: N/A**

**FOLLOW-UP REQUIRED: N/A**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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# Change Order

No. 3

Date of Issuance: 10-05-2009

Effective Date: 10-05-2009

Project: Warren County National Guard Armory	Owner: Warren County	Owner's Contract No.: 51
Contract: County of Warren, North Carolina		Date of Contract: 08-05-2009
Contractor: Modern South Construction Company		Engineer's Project No.: 90100

### The Contract Documents are modified as follows upon execution of this Change Order:

#### Description:

Remove existing wood floor in the front offices (left side of building), ticket booth, and evidence room. Remove the existing wood frame walls dividing the offices, level the subgrade with #57 stone, pour a new concrete slab suitable for specified flooring materials, reframe the existing walls that had to be removed, and shore the elevated concrete slab at the concession area to receive the new topping slab.

#### CHANGE IN CONTRACT PRICE:

Original Contract Price: \$907,000.00  
Includes \$32,142.00 Contingency  
Base: \$874,858.00

Increase from previously approved Contract and Change Orders:

+ \$32,758.00

Base Price prior to this Change Order including previous Change Orders::

\$860,833.00

Decreased Contingency Total:

\$13,409.00

Base Price incorporating this Change Order:

\$893,591.00

#### CHANGE IN CONTRACT TIMES:

Original Contract Times:  Working days  Calendar days  
Substantial completion days or date: 120

Increase from previously approved Contract and or Change Orders:

Substantial completion (days): 120 Days

Contract Times prior to this Change Order:

Substantial completion (days): 120 Days

Increase of this Change Order:

Substantial completion (days): No Change

Contract Times with all approved Change Orders:

Substantial completion (days): 120 Days

#### RECOMMENDED:

By: Michael R. Q.  
Engineer (Authorized Signature)

Date: 10-5-09

#### ACCEPTED:

By: Julia J. Watt  
Owner (Authorized Signature)

Date: 10/5/09

#### ACCEPTED:

By: [Signature]  
Contractor (Authorized Signature)

Date: 10-8-09

**Meeting Date: November 2, 2009**

**Agenda Item # 16-B**

**SUBJECT: Contracts Approved By County Manager**

**REQUESTED BY:**

**SUMMARY: County Manager has been given authority to approve contracts and/or agreements in an amount not to exceed \$50,000. Report is given for Board's information.**

**EMS US Cellular Service Agreement**

**Economic Development Commission Tourism Contractor Services Agreement**

**FUNDING SOURCE: N/A**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE: N/A**

**FOLLOW-UP REQUIRED: N/A**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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## MEMORANDUM

**TO:** Warren County Board of Commissioners  
**FROM:** Linda T. Worth, County Manager *LW*  
**DATE:** October 27, 2009  
**RE:** Notice of Contracts Executed by the Manager

Pursuant to the contracting authority granted to me by the Board of County Commissioners, please be advised that the following contracts for services have been executed:

### Emergency Medical Services

#### US Cellular

A Service Agreement for cellular services utilized in the transmission of 12-lead EKG's from a patient's residence or EMS Unit to the receiving facility. Cellular service will also be utilized in the day-to-day operations of EMS. This Service Agreement will replace the current agreement with Verizon. The switch in carriers will result in significant cost savings to the Department. The initial term of this agreement is two (2) years commencing on 11/1/09. The annual cost for services is budgeted in the FY 10 EMS operating budget.

### Economic Development Commission

Kay Mitchell-Thomas  
Tourism Consultant  
Murfreesboro, NC 27855

A Contractor Service Agreement for the provision of professional services to conduct extensive tourism development and tourism promotional activities in and for the benefit of Warren County. Work products will include but not be limited to the development and implementation of a Strategic Tourism Development Plan. The agreement is for a term of twenty-six (26) weeks commencing on October 1, 2009. The cost for services and expenses is not to exceed \$10,000. The anticipated expenditure is budgeted in the FY 10 Economic Development Commission budget.

Please advise if there are any questions or concerns regarding these contracts.

Attachments

***EMS  
US Cellular  
Contract***



WARREN COUNTY  
Emergency Medical Services  
P.O. Box 185  
Warrenton, North Carolina 27589



October 12, 2009

Business  
(252) 257-1191  
(252) 257-2151

Emergency  
911  
(252) 257-3456

Information: Warren County EMS currently utilizes Verizon for the cell phone carrier, the recommendation is to switch from Verizon to U. S. Cellular due to cost savings within there phone plan. The cellular services is primary utilized in the transmission of 12-lead EKG's from the patient's residence or EMS Unit to the receiving facility. In addition, the cellular service is utilized in the day to day operations of EMS in contacting medical control, medical examiners and other services that is pertinent to the EMS operations.

Verizon contract period expires as of October 2009.

Chris Wright has reviewed the U.S Cellular proposal plan last week.

Thanks

A handwritten signature in black ink that reads 'Dennis M. Paschall'.

Dennis M. Paschall  
Warren County EMS

**RECEIVED**

OCT 12 2009

owners Dennis Pascall - Chris Wright - Evelyn Cooper



**SERVICE AGREEMENT**

8379158

New  Extension  COR

**EMS  
US Cellular  
Contract**

BILLING INFORMATION		<input type="checkbox"/> Individual	<input type="checkbox"/> Business	<input checked="" type="checkbox"/> Government
Billing Name (Please Print) Warren Cty EMS	City Warrenton	State NC	Zip 27589	Physical Address 540 West Ridge Way 2nd Fl
Billing Address P.O. Box 185	City Warrenton	State NC	Zip 27589	Home Phone 215 121-125
City Warrenton	State NC	Zip 27589	Business Phone 215 121-125	E-Mail Address 215 171-1191
Home Phone 1-1-1-1-1-1-1-1-1-1	Business Phone 1-1-1-1-1-1-1-1-1-1	E-Mail Address 1-1-1-1-1-1-1-1-1-1	<input type="checkbox"/> Driver License <input type="checkbox"/> SSN <input type="checkbox"/> Address <input type="checkbox"/> Date of Birth <input type="checkbox"/> Emergency Contact	

USER INFORMATION			
User Name	City	State	Zip
User Address	Home Phone	Business Phone	Lead Source Code
User Authorized User(s)			

Dealer Use Only:		Comp/Sales ID #	Location ID #	Does the customer have current service with U.S. Cellular? Add service line to existing account?	If, yes, existing cellular #	Requested CTNs Approved #	Deposit Amount \$
CASH	Service Number	Cycle Close Date	Billing Account Number	Activation Date	Cellular Telephone Number	Unlock Code	

MONTHLY CHARGES & SERVICES		INITIAL CHARGES		Signal Dial Direct* Plus Insurance	
Price Plan Family 1000 min 99.95	Activation Fee	Advance Monthly Charge	First Month's Prorated Minutes	Security Deposit	Equipment/Phone Charge (below)
Promotion Price Plan 5 Lines 79.95	Equipment Insurance	Installation Charge	Other (specify)	Taxes	Total Initial Charges
# Minutes included in plan Peak 1000 Off-Peak unlimited	Call Forwarding	Other (specify)	Taxes	Total Monthly Charges & Services	
Included Data Services 49.75 easysurf	CLID Blocking	Other (specify)			
Additional Services (SOC) 3-Way Calling	Detailed Billing				
Equipment Insurance	Roadside Assistance				
Caller ID (Digital Only)	Other (specify)				
Other (specify)					
Total charges for additional services					
Federal and/or State Universal Service Charge					
Taxes					
Total Monthly Charges & Services \$149.74					

EQUIPMENT INFORMATION									
ESN/SN	Item ID	Description:	<input type="checkbox"/> Sale	<input type="checkbox"/> Private	<input type="checkbox"/> Demo	<input type="checkbox"/> Leasing	<input type="checkbox"/> Upgrade	Price:	
Accessory Description	QTY	LOC SITE	ITEM ID	PRICE	Accessory Description	QTY	LOC SITE	ITEM ID	PRICE
1.					3.				
2.					4.				

You acknowledge receiving a copy of and agree to U.S. Cellular's Terms and Conditions of Agreement, attached hereto and made part of this agreement.  
 INITIAL TERM: 24 Months EARLY TERMINATION FEE: \$1500 prorated after 90 days

PAYMENT INFORMATION			SIGNATURE	
\$ _____ Cash	\$ _____ Gift Certificate	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard	Authorized Customer Signature Chris Wright	Date 10/13/09
<input type="checkbox"/> American Express	<input type="checkbox"/> Discover	Expiration Date: _____	Sales Representative Signature Evelyn Cooper	Date 10/12/09

# EMS US Cellular Contract

These are the Terms and Conditions for Service between the customer ("you") and U.S. Cellular ("U.S. Cellular", "we" or "us"). "Service" refers to the telecommunication services, including voice and data services, you purchase from U.S. Cellular. Your "Agreement" includes (1) these Terms and Conditions, (2) the Service Order ("Service Order"), and (3) if you purchased data services, the license agreement posted at [www.uscellular.com/termsandconditions](http://www.uscellular.com/termsandconditions).

**Eligibility.** You are eligible for Service only if you or your employer have a billing address within U.S. Cellular's licensed market area. If you meet the eligibility requirement only through your employment address, you may only be eligible for local rate plans.

**Term.** This Agreement is effective upon acceptance by U.S. Cellular and continues until terminated in a manner as provided in this Agreement. If you or U.S. Cellular terminate Service for any reason during the Initial Term as specified in your Service Order, you may be assessed an early termination fee. Upon termination for any reason, you are responsible for the payment of all charges. If your Service is reinstated, you may be charged a reactivation fee.

**Termination by You.** You may terminate Service at any time by notifying U.S. Cellular. A request to port your number will be a request by you to terminate Service.

**Termination by U.S. Cellular.** U.S. Cellular may terminate or suspend your Service if you fail to perform any obligations of this Agreement including the restrictions and obligations set forth in the paragraphs regarding "Use of Service" and "Payment and Due Date."

**Changes to Service.** Changes to your Service, including termination, will be effective at the end of the then-current billing cycle.

**Use of Service.** At least 50% of your monthly usage must be used in U.S. Cellular's licensed markets. Service is furnished for your use only; you may not resell Service to third parties. You may not use the Service for any unlawful, improper, harassing or abusive purpose or in such a way that interferes with our network, business operations, employees or customers.

**Payment and Due Date.** You are responsible for payment of all charges on your bill, including telecommunication-related charges (such as monthly service, airtime, roaming, toll long distance, application charges and data network usage); charges for optional services (such as voicemail, caller ID, and directory assistance); regulatory cost recovery charges (such as Universal Service Fund, Enhanced 911 and Wireless Number Portability); surcharges; and taxes. Regulatory cost recovery fees, surcharges, and taxes are subject to change without notice. Payments are due if not received by U.S. Cellular by the due date shown on the monthly invoice. We may charge a late fee for any amount not paid when due. We may charge you a returned check fee for a check returned for any reason. You agree to reimburse U.S. Cellular for its costs, including reasonable attorneys' fees, collection fees and similar expenses incurred by U.S. Cellular with respect to collection of payment.

**Coverage.** You understand that Service may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, or system capacity limitations. Representations of coverage by U.S. Cellular or its agents are not guarantees.

**Rates.** The rates for Service are specified in your Service Order. U.S. Cellular may change your rates upon notice to you.

**Theft.** If your phone is stolen, you are responsible for all charges until you report the theft to U.S. Cellular. We may require a police report or sworn statement verifying the theft before waiving any charges.

**Deposits.** U.S. Cellular may require a deposit from you to guarantee payment of charges for Service and from time-to-time may increase the deposit based on your usage and payment history.

**Billing Practices.** Each partial minute of airtime will be rounded up and billed as a full minute. You may be charged for calls that are not completed but ring longer than 59 seconds. For completed calls, you will be billed from the time you push the "send" button until you terminate your call by pushing the "end" button on your phone. "Application charges" include the charges incurred for downloading data applications and monthly subscription fees for data applications. "Data network usage charges" are the charges for transferring data (i.e., downloading applications, accessing the Internet, etc.) rendered in units of kilobytes or megabytes. Each partial kilobyte of data transferred will be rounded up and billed as a full kilobyte.

**Roaming.** Due to delayed reporting by other carriers, some wireless

Service charges  
may apply

usage while roaming outside a U.S. Cellular market may be billed in months subsequent to your actual usage. The minutes used, and associated charges, will be applied against your monthly plan minutes in the month that the usage appears on your bill rather than the month the calls were actually placed.

**Amendment.** We may change the terms of this Agreement at any time by providing you with notice. If you do not agree to the proposed changes, you may cancel your service without incurring an early termination fee by notifying us within 30 days from the time you receive notice. If you use the Service after the 30-day period, you agree to be bound by the changes.

**Arbitration.** Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration at the request of either party. Each party bears its own costs and attorney's fees. We will reimburse you for any reasonable filing or hearing fees to the extent they exceed what your court costs would have been if your claim had been resolved in a state court. The American Arbitration Association shall administer the arbitration, and judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction. Both parties acknowledge that this Agreement is a transaction involving interstate commerce, and is therefore governed by the Federal Arbitration Act. By agreeing to arbitration, both parties are waiving their right to litigate in court including any right to a jury trial. The parties agree that all claims shall be treated individually and there shall be no consolidation of claims or class actions. For additional information on invoking arbitration and how the arbitration process works, you may call the American Arbitration Association at 800-778-7879.

**Privacy.** U.S. Cellular may release information about you or your account when required by a subpoena or other lawful process. We will not provide you with notice of such requests. You can view our complete privacy policy at [www.uscellular.com](http://www.uscellular.com).

**Credit Information.** You authorize personal references or a consumer reporting or credit agency to furnish U.S. Cellular with your credit records or history.

**Limits of Liability.** U.S. CELLULAR'S LIABILITY REGARDING YOUR USE OF THE SERVICES OR RELATED EQUIPMENT, OR THE FAILURE OF OR INABILITY TO USE THE SERVICES OR RELATED EQUIPMENT, IS LIMITED TO THE CHARGES YOU INCUR FOR SERVICES OR RELATED EQUIPMENT DURING THE AFFECTED PERIOD. THIS MEANS U.S. CELLULAR IS NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEYS' FEES.

**Disclaimer of Warranties.** U.S. CELLULAR MAKES NO WARRANTY REGARDING THE SERVICES AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. U.S. CELLULAR IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. U.S. CELLULAR DOES NOT MANUFACTURE EQUIPMENT OR SOFTWARE, AND YOUR ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO EQUIPMENT OR SOFTWARE ARE THOSE PROVIDED BY THE MANUFACTURER (WITH RESPECT TO WHICH U.S. CELLULAR HAS NO LIABILITY WHATSOEVER).

**Assignment.** U.S. Cellular may assign this Agreement without notice to you. You may assign this Agreement only with our consent.

**Entire Agreement.** This Agreement is the entire agreement between you and U.S. Cellular. This Agreement supersedes any inconsistent or additional promises made to you by any employee or agent of U.S. Cellular.

**No Waiver; Severability.** U.S. Cellular's failure to enforce any right or remedy available under this Agreement is not a waiver. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

1-888-944-9400  
\*611 from cellular phone  
[www.uscellular.com](http://www.uscellular.com)

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



## CONTRACTOR SERVICE AGREEMENT

This Contractor Service Agreement (hereinafter, "Agreement") is entered into this the \_\_\_\_ day of September, 2009, by and between Warren County, North Carolina (hereinafter "the County") and Kay Mitchell-Thomas (hereinafter, "Contractor") for the purpose of engaging Contractor as the County's Tourism Consultant. Contractor has been chosen on the basis of her prior and ongoing professional services rendered in a similar capacity for the State of North Carolina, and is expected to conduct extensive tourism development and promotional activities in and for the benefit of Warren County. Upon execution of this Agreement, the County hereby offering and Contractor hereby accepting employment, the parties acknowledge and agree to the following terms of employment:

# *EDC Tourism Consultant*

1. **Professional Services:** Contractor shall: work in conjunction with (creating if necessary) local tourism committees to produce a planning document to guide the County's tourism development; conduct training sessions for Warren County Chamber of Commerce tourism committees and local partners on downtown tourism development and event planning, and; Begin process of implementation of tourism plan—including but not limited to group tour itineraries, branding, and marketing.
2. **Duration of Services:** Contractor's services shall be for a period of twenty-six (26) weeks, to commence on October 1, 2009 and end on March 31, 2010, unless the parties agree in writing to extend Contractor's servicing.
3. **Compensation:** Contractor shall be compensated at the rate of \$15.00 per hour for up to an average of 12 hours per week, and with travel reimbursement to be paid at the County's then-current adopted rate (currently \$.585 per mile) for up to an average of 300 miles per week. (It is expected Contractor shall be required to make on average two (2) round trips from Murfreesboro, North Carolina to Warrenton, North Carolina to service the County.) It is acknowledged that actual work hours and travel may vary from week to week. However, under no circumstance shall Contractor's compensation, including travel expenses, exceed \$10,000.00 without prior written agreement from the County Manager for extraordinary expenses to be incurred.
4. **Payments:** To be paid for hours worked and mileage traveled, Contractor shall submit an invoice to the County not later than the 10<sup>th</sup> of each month (beginning November 10, 2009), which invoice shall be paid by the County by the 15<sup>th</sup> of the same month.
5. **Independent Contractor:** Contractor shall be an independent contractor and not an employee or agent of the County. As such, Contractor is not entitled to participate in any fringe benefit programs maintained by County, including, but not limited to, any retirement plan, insurance program, vacation or severance payments, holiday, overtime or other premium rate of pay. The County shall not include Contractor on its policy of workers' compensation or on any private insurance program or welfare benefit plan adopted in lieu of worker's compensation. Contractor shall be solely responsible for any and all of her state and federal taxes, as well as workers compensation, FICA, and disability payments coming due. Additionally, Contractor hereby agrees to indemnify and hold the County harmless from any expense, penalty, or other loss to which it may be subject as a result of Contractor's breach of his/her duty under this section.
6. **Ownership of Materials:** The County acknowledges that during the term of this Agreement, it may make available to Contractor "Proprietary Information" that County, in its sole discretion, determine will enable Contractor to optimize her performance for the County. In exchange, Contractor acknowledges and agrees that such information is of a confidential nature and as such, Contractor hereby covenants to use said Proprietary Information for the exclusive benefit of the County. "Proprietary Information" is defined to include, but not be limited to: all information, technical data, trade secrets and know-how; all client and customer lists, vendor lists, agency lists (governmental or otherwise), as well as all standard documents and forms, including those adapted from public samples; all business development and/or marketing techniques, strategies, and approaches; all computer software and hardware configuration information; and, all other documentation or information disclosed by County to Contractor directly or indirectly, in writing, orally, electronically, or by computer in the course and conduct of County's business activities and/or to build its tourism services. Further, Contractor acknowledges and agrees that all tourism development planning documents, program guides, brochures, and

**EDC  
Tourism  
Consultant**

- any other written documentation, as well as technical data developed and/or produced by, through or in the course of this Agreement shall be the sole property of the County of Warren.
7. **Services Liaison:** Peggy Richardson, Interim Director of EDC, shall serve as a liaison between Contractor and the County for issues concerning work under this Agreement.
  8. **Dispute to be Settled by Arbitration.** Any claim or controversy arising out of or related to any provision in this Agreement, or the breach thereof, shall be submitted to a panel of three AAA certified arbitrators (one chosen by each of the Parties, the third chosen by those two arbitrators) for arbitration in accordance with the then existing commercial arbitration rules of the American Arbitration Association, to the extent consistent with the laws of the State of North Carolina. The parties agree any judgment rendered shall be binding upon all parties.
  9. **Governing Law: Venue.** This Agreement shall be governed and constructed in accordance with the laws of the State of North Carolina. In the event that any legal proceedings are instituted concerning the interpretation or enforcement of this Agreement, exclusive venue over such proceedings shall be vested in the state courts sitting in the State of North Carolina, County of Warren.
  10. **Notice of Termination or Dispute:** Any notice of termination of this Agreement shall be served upon the parties by regular U.S.P.S. mail or by electronic mail at the addresses listed below. Any notice of dispute shall be served by certified mail, return receipt requested upon the opposing party at the address listed below:

Kay Mitchell-Thomas  
Tourism Consultant  
603 Woodbridge Drive  
Murfreesboro, NC 27855  
252-398-7702  
haltsr@embarqmail.com

Peggy Richardson, Interim Director  
Warren County EDC  
PO Box 804  
Warrenton, NC 27589  
252-257-3114  
edc@warrencountync.org

11. **Modification, Extension, and/or Termination:** This Agreement represents the entire agreement between the parties. It may be modified or extended only in a writing executed by both parties with the same formality as this original Agreement. However, this is an at-will agreement. As such, either party may terminate immediately upon notice to the other.

The Parties hereto acknowledge and agree that they have read, understood, and voluntarily entered into this Agreement. Further, each Party signatory hereto acknowledges and agrees that s/he has had a reasonable opportunity to review this entire Agreement with her/his respective attorney including the paragraphs relating to confidentiality with her/his respective chosen counsel, and; thus, understands the ongoing obligations created by this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Warren County, NC

Linda T. Worth

BY: Linda T. Worth, Warren County Manager

Date

9/28/09

Witness: A. Kearney

Kay Mitchell-Thomas

Kay Mitchell-Thomas, Tourism Consultant

Date

9/30/09

Witness: John R. Marks

This instrument has been provided in a manner required by the Local Government Budget and Fiscal Control Act.

[Signature]

**Meeting Date: November 2, 2009**

**Agenda Item # 16-C**

**SUBJECT: County Manager's Report**

**REQUESTED BY:**

**SUMMARY: Manager's Status Report for October 2009 is presented for the Board's information**

**FUNDING SOURCE: N/A**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE: N/A**

**FOLLOW-UP REQUIRED: N/A**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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## Administration

- Met with Tyrone Fisher, Extension Director, and Jim Cowden, newly appointed District Extension Director for the North Central District (10/1/09)
- Conducted meeting with Department Heads and others housed in John Graham Center to discuss parking concerns (10/1/09)
- Met with Ken Krulik, Planning/Zoning Administrator, to discuss issues of concern in Planning Department (10/1/09)
- Prepared for and attended Board of County Commissioners Regular Meeting (10/5/09)
- Met with Eddie Mitchum, Tax Administrator, to discuss issues of concern in the Tax Office (10/6/09)
- Attended FEMA Advisory Board Meeting (10/8/09)
- Attended Tourism Meeting (10/8/09)
- Conducted quarterly VWGF Advisory Board Meeting (10/9/09)
- Met with Felton Davis and other representatives of Warrenton Community Center to discuss FY 10 funding appropriation (10/12/09)
- Attended JCPC Advisory Board Meeting (10/12/09)
- Participated in a conference call with representatives from 28 counties to discuss transition of Child Support Enforcement (CSE) from the state to local governments (10/13/09)
- Met with Hugh Cole, Local Business Liaison for State CSE Transition, Jeff Woodard, DSS Director, and others to discuss CSE transition (10/13/09)
- Prepared for and attended Board of County Commissioners Work Session (10/14/09)
- Attended Tourism Meeting (10/15/09)
- Met with Debbie Scott, United Way County Coordinator, to discuss 2009 United Way Kick-Off Campaign for County Employees (10/19/09)
- Met with Tony Brown, Halifax County Manager, to discuss issues and challenges affecting Warren, Halifax and other rural counties (10/19/09)
- Attended Community Meeting with Dickie Williams, Recreation Director, and citizens in the Soul City area to discuss PARTF grant application process (10/19/09)
- Met with Valerie Heineke, Five County Mental Health Director, to discuss mental health funding concerns and service provision in Warren County (10/20/09)
- Attended CSE Training Session with representatives of Department of Health and Human Services Child Support Transition Team (10/21/09)
- Participated in Recovery Zone Bonds Webinar hosted by NCACC, NCLM, and the State Treasurer's Office (10/22/09)
- Conducted monthly Department Heads Meeting (10/22/09)
- Participated in NASA Annual Performance Review of SEMAA Program (10/23/09)
- Met with Arnetta Yancey, Senior Center Director, to discuss issues of concern at the Center (10/26/09)

- On-site visit to Magnolia Ernest Recreation Complex in Soul City with Dickie Williams to view and discuss site improvements needed as part of the PARTF grant application process (10/26/09)
- Met with Jeff Woodard, DSS Director, Nell Moseley, and Melissa McBride, CSE Supervisor, to discuss and begin work on CSE Transition Plan (10/27/09)
- Met with Mary Marrow and Robin Williams to discuss changes needed to JCPC By-Laws (10/27/09)
- Attended VGCC Associate in Arts and Science Advisory Committee (10/27/09)
- Meeting with Jennifer Ketner, of CIGNA, and Elgin Lane, HR Manager, to discuss quarterly reporting of utilization of Warren County medical and pharmaceutical claims (10/29/09)
- Will attend Tourism Meeting (10/29/09)

### **Project Updates**

#### **National Guard Armory Renovation Project**

The Notice to Proceed was issued to the Contractor to begin work on 10/1/09 with a completion date of four to six months. A site meeting was held on 10/14/09 to discuss certain aspects of the renovation project. Change Order #3 in the amount of \$32,142 was approved by the Manager on 10/5/09. It will be presented to the Board at the 11/2/09 Board Meeting. The Change Order is necessitated to remove the existing wood floor in the front offices (left side of building), ticket booth, and former evidence room and to remove the walls dividing the offices, level the sub-grade with #57 stone, pour a new concrete slab suitable for specified flooring materials, reframe the existing walls that had to be removed and shore the elevated concrete slab at the concession area to receive the new topping slab. It was not known until the Contractor started removing the existing wood floor that there was no concrete slab under this portion of the building. This Change Order will reduce contingency to \$13,409. A second site meeting is scheduled for 10/28/09 at 2:00 p.m.

#### **Construction/Renovation Projects**

##### **Former Library Building and Mental Health Building Renovation Projects**

Financing Bids have been awarded in these two renovation projects, and the financing packages have been approved by the Local Government Commission. We are using funds remaining in the Courthouse Renovation Project, approximately \$26,000, to begin renovations to the former Library Building. These funds will be repaid and returned to fund balance when loan proceeds are received.

##### **EMS Satellite Facilities**

Financing Bids have been awarded for these two new construction projects and the financing package has been approved by the Local Government Commission. Site plans have been prepared and building plans have been finalized. We are in the process of grading the sites in preparation for site improvements. The NC DOT will be assisting Warren County with discretionary funding to make entranceway/driveway improvements at both sites.

##### **Soul City Pump Station Rehab Project**

Contract documents have been signed by the Contractor, H. G. Reynolds. Once all contract documents have been approved and signed by Warren County, the Project Engineer will issue a Notice to Proceed to the contractor.

### **Wastewater Treatment Plant Rehab Project**

We are continuing to lobby the NC Department of Commerce, Division of Community Assistance (DCA) for grant and/or low interest funding to make critical repairs and upgrades to Warren County's regional wastewater treatment plant that was constructed in the late 1970's. The plant serves customers in Warren County and the Towns of Warrenton and Norlina. The Preliminary Engineering Report (PER) was recently revised to show the current deteriorated condition of the plant's two clarifiers and to address the critical need to upgrade the plant's manual controls with automated controls. Information is still being sent to DCA in response to their requests for updated information. A meeting is scheduled for 10/28/09 with representatives from USDA to discuss funding opportunities through that agency for this project.

### **Public Utilities Water Meter Replacement Project**

Warren County has been awarded American Recovery and Reinvestment Act (ARRA) funding in the amount of \$371,030 to facilitate meter replacements from manual to radio read meters to increase efficiencies and reduce operational costs in Water and Sewer Regional District and Water and Sewer District I. The Bid documents have been approved by the Department of Environment and Natural Resources and the Advertisement for Bids will run in the local newspaper and other publications on 10/28/09. A pre-bid meeting will be held at the Public Utilities Office on Tuesday, 11/10/09 and bids will be opened at 2:00 p.m. on 12/1/09.

### **Ephraim Place Subdivision CDBG Project**

The bid opening for this CDBG-funded infrastructure project was held on 10/20/09 at which time eight bids were received. James C. Harris Contractor, LLC, of Warren County, was the lowest responsive and responsible bidder in the amount of \$201,331.19. This bid is within the project budget. The low bidder will be recommended to the Board of County Commissioners to be awarded the contract at the Board's November 2, 2009 meeting.

### **Other Activities**

- Attended Free Clinic Annual Volunteer Banquet (10/2/09)
- Attended Firemen's Association Annual Meeting (10/13/09)
- Will attend CenturyLink Key Business Leaders' Reception (10/28/09)
- Will attend and participate in Senior Center Open House (10/30/09)

**Meeting Date: November 2, 2009**

**Agenda Item # 17**

**SUBJECT: Building/Grounds & Maintenance**

**REQUESTED BY: Charles Ayscue, Building & Grounds Manager &  
Debbie Formyduval, Elections Director**

**SUMMARY: Adopt Energy Plan for Warren County, NC**  
**(See attached explanation.)**

**FUNDING SOURCE: N/A**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE: N/A**

**FOLLOW-UP REQUIRED: N/A**

**COUNTY MANAGER'S RECOMMENDATION:**  
**Recommend approval.**

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**NOTES:**

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## **ENERGY PLAN FOR WARREN COUNTY, NORTH CAROLINA**

### **COMMITTEE:**

**Charles Ayscue-Buildings & Grounds**

**Evieta Hudgins-Buildings & Grounds**

**Barry Mayo-Finance Director**

**Debbie Formyduval-Director Warren County Board of Elections**

**Macon Robertson-Public Utilities**

## **ORGANIZATIONAL CULTURE CHANGE PROJECTS**

### **EXECUTIVE SUMMARY**

Warren County will improve the efficient use and conservation of energy and water at all of its facilities by creating, implementing and following an effective Energy and Water Management Plan. The objective of the Plan is to guide the fiscally and environmentally responsible usage of resources in accordance with state regulation while striving to ensure a safe positive work environment that provides an acceptable level of comfort for staff and visitors.

Key elements of the plan include:

- Educating and engaging staff in energy and water conservation through internal media resources including payroll stuffers with energy conservation tips, workplace posters in high traffic areas and email distribution.
- Creation of a committee including key persons that directly account for energy measures including Buildings & Grounds, Finance Director, Public Utilities Director and a designee of the Warren County Board of Commissioners.
- Complete an accurate measurement and analysis of current electric, water and fossil fuel usage for a calendar year prior to adoption of this policy (2008).
- Benchmarking and developing key performance indicators (KPI's) that clearly measure real energy and water conservation progress, factored for facility growth.
- Conducting energy audits to identify opportunities for conservation. Developing cost/benefit estimates for opportunities and appropriately prioritizing projects based on probable benefit and available resources.
- To have in-house Buildings and Grounds Department to assess, and make planned upgrades to maintain and improve the performance of facility equipment to further reduce waste of energy resources.
- To conduct an annual review of utility billing rates with each supplier and month audit of each utility invoice.

- To apply sustainable building practices in all county facility construction/renovation projects and in operating procedures for maintenance of buildings.
- To seek and apply for innovative energy and water conservation technologies in the design of new facility buildings and land spaces.

(See Attached Excel Spreadsheet showing usage/cost for Warren County for individual properties/buildings)

### **PLEASE NOTE**

In an effort to establish and reach reasonable and attainable goals for this project the Planning Committee has set a goal to address first the Warren County Senior Center which serves a large part of the population (17.4 percent of residents over the age of 60) the facility is located in an old school and is in need of upgrades. The upgrades planned for the building by in-house Buildings and Grounds staff that Warren County will embark on the mission of repairing/replacing existing fixtures including heat/air, windows, roofing, insulation and to upgrade existing lighting to energy efficient T-8. In addition, existing toilets will be replaced or upgraded to conserve water.

### **SUPPLY SIDE**

- Review all accounts with utility providers to ensure lowest cost Rate Schedule is in effect for each facility.
- Identify locations, meter ID, and account numbers for all existing primary meters installed by utility providers on a county map. Make request to service providers for digital meters to replace any existing analog meters currently installed on county properties.

### **DEMAND SIDE**

- Continue to upgrade the Building Management System to incorporate various types of energy monitoring and equipment management on all county properties.
- On any building not already individually metered by utility providers request providers to install new digital primary meters for electricity, and where applicable natural gas and water.
- Warren County will continue to adopt US Green Building Council/LEED energy standards in the design, construction, operation and maintenance of all new major facility construction projects which will reduce future energy consumption.
- Conduct ongoing energy audit of county facilities and to implement any energy saving opportunities that are identified.
- Develop planned routine maintenance processes to ensure HVAC, lighting, and potable water using equipment is operating at optimum efficiency.
- To continue to set a high standard for Warren County in the purchase of: HVAC, Lighting, Roofing, Fleet Vehicles

Large Motors, Appliances, Computers, Other miscellaneous equipment

- On building with Roof Top Units replace equipment that is 15 plus years old with new Energy Star Rated units.
- To replace all incandescent EXIT light fixtures with LED type fixtures.
- To complete replacing all mercury vapor exterior light fixtures with metal halide fixtures.
- To install low flow devices in sinks and faucets of county owned facilities.

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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Chairman-Warren County Board of Commissioners

(SEAL)

ATTEST:

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Angelena Kearney-Dunlap, Clerk to the Board

*Adjourn*

*November 2, 2009*  
*Regular Meeting*