

*WARREN COUNTY
BOARD OF COMMISSIONERS*

December 7, 2009

9:45 am Annual Organizational Meeting

10:00 AM – Regular Meeting

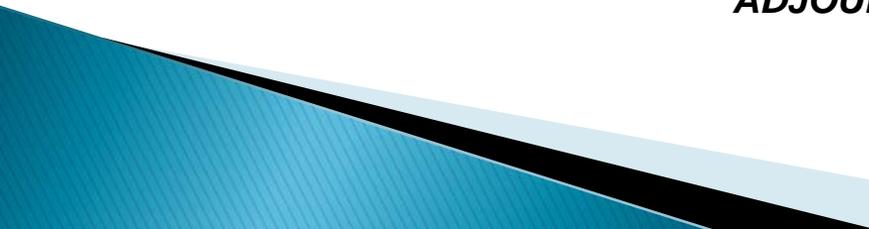
WARREN COUNTY MEMORIAL LIBRARY
COMMUNITY MEETING ROOM
WARRENTON, NORTH CAROLINA

**SUGGESTED AGENDA
FOR
DECEMBER 7, 2009
ANNUAL ORGANIZATIONAL MEETING**

9:45 am - Call to Order Organizational Meeting – County Attorney

- 1) Election of Chairman to the Board
- 2) Election of Vice-Chairman to the Board
- 3) Appointment of County Attorney
- 4) Appointment of Clerk to the Board
- 5) Appointment of Deputy Clerk to the Board
- 6) Appointment of Deputy Tax Collectors
- 7) Designation of Current Depositories for Warren County Funds
- 8) Authorization to Honor Facsimile Signatures

ADJOURN ORGANIZATIONAL MEETING



ORGANIZATIONAL MEETING

DATE: December 7, 2009

ITEM: # 1

SUBJECT: Election of Chairman to the Board of Commissioners

SUMMARY: The Board of Commissioners holds its Annual Organizational Meeting the first Monday in December, at which time, the Chairman and other officers are elected to serve for the upcoming year.

NOMINATIONS:	Name: _____	Motion _____	2nd _____
	Name: _____	Motion _____	2nd _____
	Name: _____	Motion _____	2nd _____

ACTION TAKEN:



ORGANIZATIONAL MEETING

DATE: December 7, 2009

ITEM: # 2

SUBJECT: Election of Vice-Chairman to the Board of Commissioners

SUMMARY: The Board of Commissioners holds its Annual Organizational Meeting the first Monday in December, at which time, the Vice-Chairman and other officers are elected to serve for the upcoming year.

NOMINATIONS:	Name: _____	Motion _____	2nd _____
	Name: _____	Motion _____	2nd _____
	Name: _____	Motion _____	2nd _____

ACTION TAKEN:



ORGANIZATIONAL MEETING

DATE: December 7, 2009

ITEM: # 3

SUBJECT: Appointment / Re-Appointment of the County Attorney

SUMMARY: The Board of Commissioners holds its Annual Organizational Meeting the first Monday in December, at which time, the County Attorney and others are appointed to serve for the upcoming year. Karlene Turrentine is currently serving and is presented for consideration for re-appointment.

NOMINATIONS: Name: _____ Motion _____ 2nd _____
Name: _____ Motion _____ 2nd _____

ACTION TAKEN:



ORGANIZATIONAL MEETING

DATE: December 7, 2009

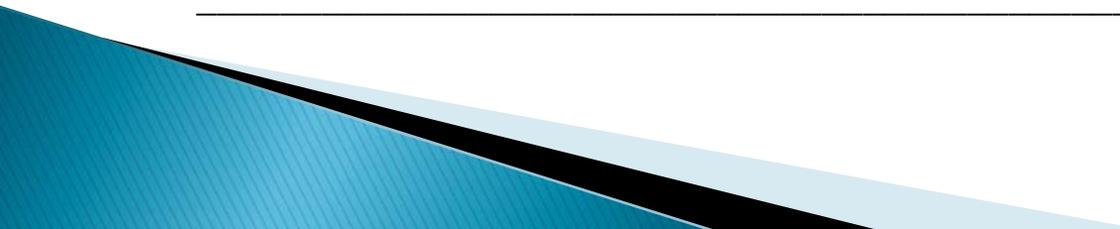
ITEM: # 4

**SUBJECT: Appointment / Re-Appointment of the Clerk to the Warren County
 Board of Commissioners**

**SUMMARY: The Board of Commissioners holds its Annual Organizational Meeting
 the first Monday in December, at which time, the Clerk to the Warren County Board
 of Commissioners and others are appointed to serve for the upcoming year. Angelena
 Kearney-Dunlap is currently serving and is presented for consideration for re-
 appointment.**

NOMINATIONS: **Name:** _____ **Motion**_____ **2nd** _____
 Name: _____ **Motion**_____ **2nd** _____

ACTION TAKEN:



ORGANIZATIONAL MEETING

DATE: December 7, 2009

ITEM: # 5

SUBJECT: Appointment of the Deputy Clerk to the Warren County Board of Commissioners

SUMMARY: The Board of Commissioners holds its Annual Organizational Meeting the first Monday in December, at which time the Deputy Clerk to the Warren County Board of Commissioners and others are appointed to serve for the upcoming year.

Submitted for appointment: Paula L. Pulley

NOMINATIONS:	Name: _____	Motion _____	2nd _____
	Name: _____	Motion _____	2nd _____

ACTION TAKEN:



ORGANIZATIONAL MEETING

DATE: December 7, 2009

ITEM: # 6

SUBJECT: Appointment / Re-Appointment of Deputy Tax Collectors

SUMMARY: Each year appointments/re-appointments of certain positions are made. It is submitted to re-appoint Deputy Tax Collectors as follows. Each requires an individual motion:

	Motion	2nd to motion
Bonnie C. Andrews	_____	_____
Cindi Richardson	_____	_____
Cindy Stegall	_____	_____
Yvonne Sharpes	_____	_____
<u>Delinquent Tax Collector:</u>		
Karen Towns	_____	_____

ACTION TAKEN:



ORGANIZATIONAL MEETING

DATE: December 7, 2009

ITEM: # 7

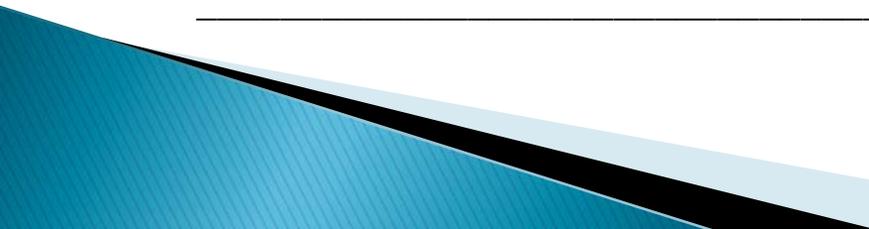
SUBJECT: Designation of Depositories for various Warren County Funds

**SUMMARY: Each year designation of depositories for County funds is made.
Request is submitted for Board review and approval.**

**CURRENT DEPOSITORIES FOR
WARREN COUNTY FUNDS
AS OF DECEMBER 1, 2008**

	Motion /	2nd
1. 1st Citizens Bank & Trust Company - Warrenton, NC	_____ /	_____
2. Branch Banking & Trust Company - Warrenton, NC	_____ /	_____
3. N.C. Capital Management Trust - Charlotte, NC	_____ /	_____
4. Southern Bank - Norlina, NC	_____ /	_____

ACTION TAKEN:



ORGANIZATIONAL MEETING

DATE: December 7, 2009

ITEM: # 8

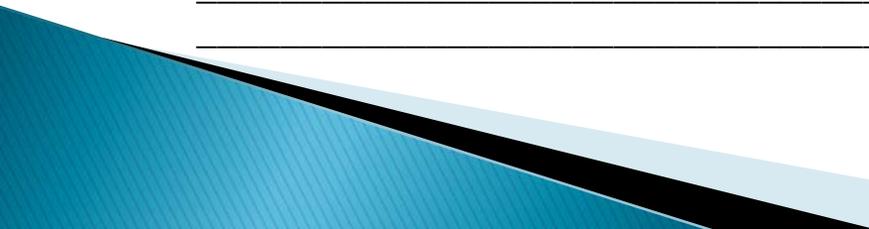
SUBJECT: Designation of positions/individuals with Facsimile Signature Authority.

SUMMARY: Each year appointments/re-appointments of certain positions with signatory authority are made. The list of appointees/ designees is submitted for Board review and approval. Each requires an individual motion.

Signatures for Warren County Funds

- | | |
|---|---------------------|
| 1. Warren County Operating Account & Warren County General Fund Payroll Account: | Motion / 2nd |
| a) County Finance Officer – Barry Mayo | _____ / _____ |
| b) Chairman of the Board of County Commissioners | _____ / _____ |
| c) Clerk to the Board of County Commissioners | _____ / _____ |
|
 | |
| 2. Warren County Department of Social Services Trust Fund Account: | |
| a) Director of Social Services – Jeffrey Woodard | _____ / _____ |
| b) Administrative Officer II - Nell Moseley | _____ / _____ |

ACTION TAKEN:



Adjourn

Organizational Meeting



Swearing in Deputy Clerk:

Paula L. Pulley



*WARREN COUNTY
BOARD OF COMMISSIONERS*

December 7, 2009

10:00 AM – Regular Meeting

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

10:00 am

Call to Order December 7, 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.

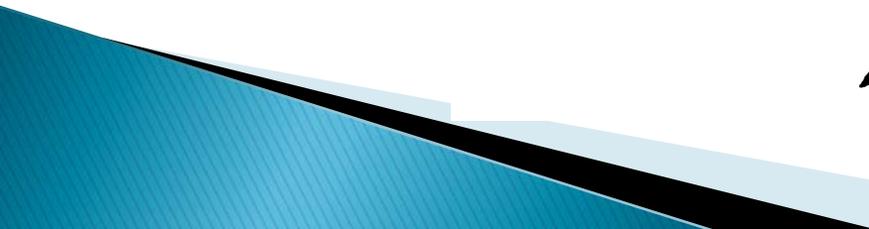
Any group of people who support or oppose the same position should
designate a spokesperson.

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: December 7, 2009

Agenda Item # 4

SUBJECT: Adopt December 7, 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:

NOTES:



*SUGGESTED AGENDA
FOR
December 7, 2009 REGULAR MONTHLY MEETING
OF THE WARREN COUNTY BOARD OF COMMISSIONERS
Memorial Library Community Meeting Room
WARRENTON, NORTH CAROLINA*

9:45 am – Annual Board Organization Meeting

- 1 Call to Order Regular Monthly Meeting – 10:00 am by Chairman
- 2 Moment of Silence
- 3 Citizen Comments
- 4 Adopt December 7, 2009 Suggested Agenda
- 5 Consent Agenda
 - A. Approve Minutes:
 - November 2, 2009 Public Hearing – Clary Rezoning Request
 - November 2, 2009 Regular Monthly Meeting
 - November 23, 2009 Public Hearing - ROAP
 - November 23, 2009 Special 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) - “ “ “ “
 - E. Employee Performance Bonds: Register of Deeds & Sheriff
6. Finance Office – Barry Mayo
 - A. Amendment # 5 to the FY 2009-10 Warren County Budget Ordinance
 - B. Amendment # 6 to the Capital Project Ordinance - Ambulance Storage Facility Project **and**
Amendment # 7 to the FY 2009-10 Warren County Budget Ordinance
7. Public Utilities – Macon Robertson
 - A. Capital Project Ordinance – Warren County Water & Sewer Meter Replacement Project
 - B. Water Purchase Contract between Warren County and the Town of Littleton

8. Warren County Senior Center – Arnetta Yancey
 - A. Contract for Catering Services for Nutrition Program
 - B. Resolution Establishing Warren County Senior Center Advisory Council
9. Parks & Recreation – Richard “Dickie” Williams
 - A. Authorize PARTF Grant Application for Magnolia Ernest Recreation Park
 - B. Adopt Amendment to Recreation Master Plan
10. Tax Foreclosed Property – Robert E. Mitchum
 - A. Award Bid on 1722 Tower Road Property
 - B. Authorize sale of three (3) tax foreclosed properties by sealed bid auction
11. Schedule Public Hearings
 - A. Request to Amend County Zoning Ordinance – Ken Krulik
 - B. Revision to 2008 Community Development Block Grant Scattered Site Program – Julie Reid
12. Appointments to Soul City VFD Tax Board: J.Ball-Groom, D.Boyd, M.Jackson, L.Short, P.Watley and W.Winston
13. Appoint Veterans Administrator
14. County Manager’s Report
 - A. Child Support Enforcement Transition Plan
 - B. National Guard Armory – Request for Additional Funding
 - C. Manager’s Report for November 2009
15. Adjourn December 7, 2009 Meeting

SUBJECT: Approve Minutes

REQUESTED BY: Clerk to the Board

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

November 2, 2009 Public Hearing – Clary Rezoning Request

November 2, 2009 Regular Monthly Meeting

November 23, 2009 Public Hearing – ROAP

November 23, 2009 Special Meeting

FUNDING SOURCE: N/A

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

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

NOTES:



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

November 2, 2009 Public Hearing – Clary Rezoning Request
November 2, 2009 Regular Monthly Meeting
November 23, 2009 Public Hearing – ROAP
November 23, 2009 Special Meeting

Meeting Date: December 7, 2009

Agenda Item # 5B

SUBJECT: Approve Interest Income Report

REQUESTED BY: Barry Mayo, Finance Director

SUMMARY: Interest Income Report for the month of October 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:

NOTES:



INTEREST INCOME REPORT
Month of October 2009

FUND	OCTOBER INCOME	FISCAL YEAR TO - DATE
General	977.20	6,918.63
Revaluation	16.24	109.85
E 911 Telephone System	109.65	688.54
Buck Spring Project	44.34	299.83
Ambulance Storage Facility	0.60	4.08
Library Building Project Fund	0.41	2.78
National Guard Armory	4.91	4.91
Regional Water Enterprise Fund	60.16	445.05
District 1 Enterprise Fund	88.89	573.94
Solid Waste	27.30	222.37
District II Enterprise Fund	82.52	510.43
District III Capital Project Fund	36.12	197.62
District III Phase II BANS	0.58	3.91
District III Enterprise Fund	37.34	200.09
Soul City Pump Station Improvements	0.62	4.19
District II Phase II	1.39	9.07
	1,488.27	10,195.29

Meeting Date: December 7, 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 Report, Interest Income Report supplied for Board's
information**

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

NOTES:

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

Current Year Collections

Tax Year	Charge	Collected in OCTOBER	Collected to Date	Balance Outstanding	Percentage Collected
OCTOBER 2009 FY10	\$14,926,610	\$1,150,034	\$3,493,008	\$11,433,602	23.40%
OCTOBER 2008 FY09	13,106,782	723,540	2,925,771	10,181,011	22.32%

Delinquent Collections

2008	\$689,511	\$35,892	\$236,840	\$ 452,671	34.35%
2007	259,178	3,534	30,036	229,142	11.59%
2006	195,741	1,022	13,382	182,359	6.84%
2005	155,281	691	9,734	145,547	6.27%
2004	124,099	340	4,321	119,778	3.48%
2003	99,930	317	2,145	97,785	2.15%
2002	178,462	388	55,044	123,458	30.82%
2001	171,701	87	561	171,140	0.33%
2000	96,947	350	662	96,286	0.68%
1999	41,854	108	565	41,289	1.35%
Total Delinquent Years	\$ 2,012,704	\$42,729	\$ 353,290	\$ 1,659,455	

Other OCTOBER Receipts

County Penalties
Landfill User Fees
Municipalities
Fire District Taxes
Advance Taxes

\$ 6,822	\$ 75,201
\$ 81,183	\$ 269,147
\$ 39,621	\$ 131,389
\$ 48,699	\$ 177,713
\$ 15	\$ 727

OCTOBER GRAND TOTAL

\$ 1,369,102	\$ 4,500,475
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R Edwin Mitchum

R. Edwin Mitchum, Tax Collector Date 11/30/2009

Meeting Date: December 7, 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:

NOTES:



Request For Tax Releases Over \$100

Over \$100	12/7/2009	Date: _____
<u>ERROR CORRECTION RELEASES:</u>		
ADAMS ADAM	2009 11960 300 I3B 69	19221 \$ 123.00 BOER 13250
BISHOP SUSAN	2009 21449 300 I2A 22	5134 \$ 960.00 CLERICAL ERROR 13251
BROACHE HELEN N	2009 7077 300 J5 36	8229 \$ 495.02 DBL LIST 13252
EDWARDS C A & DW PEARCE	2009 12829 301 D4D 124	10552 \$ 100.83 CLERICAL ERROR 13253
ELLIS NATHANIEL HEIRS	2009 13312 302 I4 10B	23699 \$ 169.50 CLERICAL ERROR 13254
ELLIS NATHANIEL HEIRS	2009 13312 303 I4 10C	23700 \$ 169.50 CLERICAL ERROR 13255
ELLIS NATHANIEL HEIRS	2009 13312 304 I4 10D	23701 \$ 169.50 CLERICAL ERROR 13256
ELLIS NATHANIEL HEIRS	2009 13312 305 I4 10E	23702 \$ 169.50 CLERICAL ERROR 13257
ELLIS NATHANIEL HEIRS	2009 13312 306 I4 10F	23703 \$ 169.50 CLERICAL ERROR 13258
ELLIS NATHANIEL HEIRS	2009 13312 307 I4 10G	23704 \$ 169.50 CLERICAL ERROR 13259
FALLON JOHN	2009 7658 301 L2D 150	4782 \$ 217.00 BOER 13260
GRANGER GLORIA & BEN	2009 9997 301 D8 5B	19168 \$ 380.89 CLERICAL ERROR 13261
HENDRICK TEQUELLA & CORNELL	2009 25174 300 A5 61K	23432 \$ 1,152.03 INCOMPLETE 13262
JACKSON LOPEZ LADINA	2008 4487 108 B10 40B 1X	57446 \$ 653.20 DW SOLD 13263
JACKSON LOPEZ LADINA	2009 4487 300 B10 40B 1X	20343 \$ 395.07 DW SOLD 13264
MORETZ BARBARA	2009 8577 300 E3 96 1X	22020 \$ 188.55 MH SOLD 13265
MORETZ BARBARA	2008 8577 108 E3 96 1X	57566 \$ 275.65 MH SOLD 13266
MORETZ BARBARA	2007 8577 107 E3 96 1X	49822 \$ 288.88 MH SOLD 13267
NELSON J W	2008 10185 108 MH	55173 \$ 125.81 SITUS 13268
NELSON J W	2009 10185 200 MH	26014 \$ 112.15 SITUS 13269
OVERTON BONNIE	2009 2321 303 L2C 255E	23026 \$ 310.00 BOER 13270
OVERTON BONNIE	2009 27321 304 L2C 255R	23038 \$ 310.00 BOER 13271
WALLS ARTHUR	1999 3663 99 MH	32436 \$ 344.06 MH SOLD 13272
WALLS ARTHUR	2000 3663 100 MH	33355 \$ 328.00 MH SOLD 13273
WALLS ARTHUR	2001 3663 101 MH	34371 \$ 285.79 MH SOLD 13274
WALLS ARTHUR	2002 3663 102 MH	35537 \$ 253.29 MH SOLD 13275
WALLS ARTHUR	2003 3663 103 MH	36871 \$ 161.61 MH SOLD 13276
SUB-TOTAL ERROR CORRECTIONS:		\$ 8,477.83

SUB-TOTAL ERROR CORRECTIONS:

\$

8,477.83

MOTOR VEHICLE RELEASES:

BAKER OSCAR RAY	2009 39273 2409	HD49900	67956	\$	136.90	VALUE ADJUST	13277
BOWENS DOUGLAS S	2009 28868 2441	XVS6117	66228	\$	151.44	SOLD	13278
BUGG ALBERT SEARS	2009 5323 9999	PNX6597	29424	\$	140.12	CLERICAL	13279
CHEEK MARIA D	2009 8027 2223	TXK5821	72864	\$	127.05	TOTAL	13280
HUDGINS EVIETA LYNN	2009 14077 2539	TXK3639	68086	\$	106.88	SITUS	13281
LONG WALLACE WARREN	2009 25706 2652	YXA5282	66439	\$	225.51	REL HALIFAX	13282
SUB-TOTAL MOTOR VEHICLE RELEASES:				\$	887.90		
SUB-TOTAL CORRECTION RELEASES:				\$	8,477.83		
Total Releases				\$	9,365.73		

LANDFILL USER FEE RELEASES:

Alston Toyie	2008 1620 200	H10 28 LH	26638	\$	105.00	NES	13283
BLANKENSHIP WILEY C	2009 31043 300	B7 28	9809	\$	105.00	NES	13284
BOWES DEBORAH & WILLIAM A	2009 3931 301	D4 7	13119	\$	105.00	LPC	13285
Bullock Paul & Emily	2008 5740 300	B3 16	1735	\$	105.00	NES	13286
BUXTON PLANTATION	2008 17830 300	G12 15	2070	\$	105.00	LPC	13287
DAVIS WILBUR & PATRICIA	2009 11428 300	C5 32A	1204	\$	105.00	LPC	13288
DOWNEY PERCELL HEIRS	2009 8975 200	D2 7	26868	\$	105.00	LPC	13289
ELKIN LANE W & BARRY W	2009 9320 301	L3C 2	15583	\$	105.00	LPC	13290
EVANS JEAN	2009 24079 200	F & M	31288	\$	105.00	NES	13291
Harmon Bobby L & Ora F	2008 17504 300	D4 75	5362	\$	315.00	LPC	13292
Harmon Robbie L & Tammie C	2008 17509 300	D4 75B	17392	\$	105.00	LPC	13293
HARRIS ERNEST B & ANNE T HARF	2008 17830 342	G8 19	4470	\$	105.00	LPC	13294
HELLAMS SAMUEL W	2008 30470 300	B2 28G	19266	\$	105.00	LPC	13295
HENDRICKS ELNORA E	2009 8497 200		29263	\$	105.00	LPC	13296
JOHNSON ANNIE T	2009 21922 300	F6A 7	5636	\$	105.00	LPC	13297
JONES MICHAEL & JOAN R	2009 3498 300	C4 38	12158	\$	105.00	LPC	13298
JORDAN MARY ELIZA	2009 7784 300	C5 21	14163	\$	105.00	LPC	13299
JORDAN REBECCA A	2009 28478 200	E3 50	26093	\$	105.00	LPC	13300
KRAFT JUNE C	2009 24903 300	L3D 26	14861	\$	105.00	LPC	13301
Owen Danny & Dianne	2008 8082 300	E4 154A	19443	\$	105.00	LPC	13302

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

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

Reid Mary P	2008	10369 301	E2 118A	21851	\$	105.00	LPC	13303
ROBINSON HELEN	2007	24373 300	C5 166 1X	26989	\$	105.00	LPC	13304
Rogerson Jason & Melinda	2008	18746 300	J2A136	16053	\$	105.00	LPC	13305
S R S OF HENDERSON LLC	2009	31864 300	E4 54 A2	16959	\$	105.00	LPC	13306
Shearin Wiley G Heirs of	2008	37037 300	H3 61	11225	\$	105.00	NES	13307
SMITH MARY A	2009	38001 329	K8 33	310	\$	105.00	LPC	13308
SMITH MARY A	2009	38001 320	L2D 40	9605	\$	105.00	LPC	13309
SMITH MARY A	2009	38001 306	L2C 12	10143	\$	105.00	LPC	13310
SMITH MARY A	2009	38001 304	L2A 61A	19270	\$	105.00	LPC	13311
SMITH MARY A	2009	38001 301	L2C 211	10032	\$	105.00	LPC	13312
SMITH MARY A	2009	38001 300	L2C 213	9029	\$	105.00	LPC	13313
SMITH MARY A	2009	38001 322	L2C 128	11857	\$	105.00	LPC	13314
STEMBRIDGE C F III & MICHELLE	2009	17689 300	L2D 353	13441	\$	105.00	LPC	13315
SYKES T M HEIRS	2009	39433 334	L2B 85	12910	\$	105.00	LPC	13316
TALLEY RUTH	2009	7374 300	E2 125 C6	2452	\$	105.00	LPC	13317
VAUGHAN LARRY	2009	48402 200	C4 37	27081	\$	105.00	LPC	13318
VAUGHAN WILLIAM	2009	32773 200	D3 51 LH	29009	\$	105.00	LPC	13319
WALKER ALLEN & DEBORAH BOWES	2009	3931 303	D4 9	13021	\$	105.00	NES	13320
WILLIAMS BERTHA & HERMAN	2009	5615 300	H4 106	9888	\$	105.00	NES	13321
WILLIAMS MARY F	2009	4799 301	H8 21	14045	\$	105.00	NES	13322
WILLIAMS RITA N	2009	4242 300	C3 21A	17384	\$	105.00	LPC	13323
TOTAL LFUF RELEASES:					\$	4,515.00		

Abbreviation Key:

LFUF = Landfill User Fee

NES=No Electrical Service

LPC=Licensed Private Contractor

County Manager approved Tax Releases Under \$100

Under \$100

12/7/2009

sw
Date: 11/30/09

ERROR CORRECTION RELEASES:

<u>NAME</u>	<u>Year</u>	<u>ACCT#</u>	<u>MAP #</u>	<u>RECORD #</u>	<u>AMOUNT</u>	<u>REASON</u>
CARVER ADAM E	2009	27994 300	BOAT	28540	\$ 19.48	BOAT SOLD
GE CAPITAL INFORMATION TECH	2009	16118 200	BPP	30874	\$ 24.73	PP DISPOSED
MARSHALL WILLIAM & JOAN	2009	30952 301	L4A 85	23126	\$ 15.26	CLERICAL ERROR
MCI COMMUNICATIONS	2009	32583 203	UTILITY	29337	\$ 15.29	DBL LIST
MILES MARGUERITE HEIRS	2009	27413 313	E5D 25	9512	\$ 77.08	CLERICAL ERROR
SANTHOUSE RUSSELL & BEVERLY	2009	7325 301	H1C 142	5451	\$ 3.36	CLERICAL ERROR
SUB-TOTAL ERROR CORRECTIONS:					\$ 155.20	

MOTOR VEHICLE RELEASES:

ARCOLA LOGGING CO INC	2009	7663 1780	RVJ7984	63701	\$ 93.03	GAVE AWAY
BROWNE CHARLES S	2009	5398 2413	WTT5820	67060	\$ 93.00	SOLD
BULLOCK NATHANIEL JR	2009	9244 1421	NNH8070	65208	\$ 26.46	SOLD
CALOZ ALFRED L JR	2009	20361 108	YRP2566	54883	\$ 5.20	SOLD
CARTER CANDIS B	2009	5193 2603	WTW1989	68150	\$ 93.00	SOLD
CLARK MARY E	2009	8506 2081	RWX3813	67628	\$ 32.22	SOLD
COLLIER CHARLES D	2009	7380 2598	2N6616	64519	\$ 16.59	SOLD
DEGRANT ROBERT L	2009	10730 1888	VSL3268	62004	\$ 16.48	TRADED
EAGLE EVERETT W JR	2009	22694 1962	RWX5942	74274	\$ 5.28	SOLD
GOLDEN ANTOINE G	2009	3522 108	XPA2756	52791	\$ 76.09	TOTAL LOSS
GRIFFIN TRACY E	2009	28996 2244	YYX4647	67791	\$ 16.60	SOLD
HENDERSON ZEROY H	2009	10144 1868	HD57797	67415	\$ 14.22	SOLD
HOPKINS DONNA KAY	2009	31372 108	XNB5332	54956	\$ 4.41	SOLD
JAFFE ALAN J	2009	4053 2408	VWV5661	67835	\$ 13.73	HIGH MILEAGE
KEARNEY CAROLYN WYNN	2009	31010 2074	WTV 9425	67621	\$ 24.06	REL VANCE
KENNEDY ROBERT G	2009	170 1136	3A9810	63057	\$ 3.19	SOLD
LEWIS ANGELA RENEE	2009	26113 1952	YRP4174	58665	\$ 72.90	SOLD
LONG WALLACE WARREN	2009	27506 1625	SY1778	65412	\$ 54.72	REL HALIFAX
MARSHALL DOROTHY V	2009	2201 2369	XSB1999	78878	\$ 25.02	TOTALED
MARTIN WAYNE D	2009	7088 2137	YNC4663	65924	\$ 80.08	SOLD
NELSON MATT DAVID JR	2009	28729 2334	XYZ4233	66121	\$ 9.70	VALUE ADJUST
NEWELL STANFORD R	2009	23307 108	TZ80537	52254	\$ 13.50	SOLD
ROSS DAVID WILLIAM	2009	7600 2434	TSZ2204	78943	\$ 21.36	SOLD
SALMON CARYN Y	2009	7261 1927	PNX9938	74239	\$ 10.88	TRADED
SHIPLEY BUILDERS	2009	2063 1757	YA32767	61873	\$ 21.60	SOLD
SMITHEY BRYAN THOMAS	2009	4085 1017	YNC5918	64804	\$ 13.12	TRUCK DAMAGED
THOMPSON JENNIFER G	2009	25188 1783	VWJ5477	63704	\$ 21.44	SOLD
VAUGHAN LISA COLLIER	2009	30869 2408	WSY9425	62524	\$ 78.15	SITUS
VAUGHN JOHN I	2009	31617 2616	YVT3671	66403	\$ 58.68	MOVED TO FL
WRIGHT SHERMAN JR	2009	4994 2612	WTW8330	68159	\$ 61.82	SOLD
SUB-TOTAL MOTOR VEHICLE RELEASES:					\$ 1,076.53	
SUB-TOTAL CORRECTION RELEASES:					\$ 155.20	
Total Releases					\$ 1,231.73	

Meeting Date: December 7, 2009

CONSENT AGENDA Item # 5E

SUBJECT: Employee Performance Bonds Renewal

REQUESTED BY: Finance Office

SUMMARY: Bonds are submitted for renewal as follows (to be approved individually):

Register of Deeds – Elsie R. Weldon - \$10,000 effective Dec 2, 2009 to Dec. 2, 2010

Motion: _____; 2nd _____

Sheriff – Johnny M. Williams - \$20,000 effective Dec. 5, 2009 to Dec. 5, 2010

Motion: _____; 2nd _____

FUNDING SOURCE: N/A

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

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

NOTES:

Meeting Date: December 7, 2009

Item # 6-A

SUBJECT: Finance Office

REQUESTED BY: Barry Mayo, Finance Director

SUMMARY: Amendment # 5 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.** _____

NOTES:



AMENDMENT TO THE WARREN COUNTY BUDGET ORDINANCE

2009/2010

Amendment No. 5

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	627
Buildings, Grounds & Maintenance	(13,318)
Emergency Medical Services	4,650
Emergency Services	350
Health Department	87,756
DSS Administration	4,917
Youth Services Bureau	2,657
Recreation Program	2,617
Total	\$ 90,256

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	81,406
Restricted Intergovernmental - Other	2,500
Fund Balance	6,350
Total	\$ 90,256

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

Transfer to Other Funds - Meter Replacement Project	\$ 297
--	---------------

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

Reg WTR System Customer Revenue	\$ 297
--	---------------

Section 11 Expenditures of the Warren County Budget Ordinance, pertaining to the District I Enterprise Fund operations of the County, shall be amended as follows:

Transfer to Other Funds - Meter Replacement Project	\$ 7,124
--	-----------------

Section 12 Revenues of the Warren County Budget Ordinance, pertaining to the District I Enterprise Fund operations of the County, shall be amended as follows:

Water Bill Collections	\$ 7,124
-------------------------------	-----------------

This amendment:

- appropriates funds to Board of Elections for the cost allocated share of John Graham Center Annex Parking Lot paving.
Funding Source: Building, Grounds & Maintenance - Contingency
- appropriates funds to Emergency Medical Services for the cost allocated share of a new HVAC unit.
Funding Source: Building, Grounds & Maintenance - Contingency
- appropriates funds to Emergency Services for the cost allocated share of a new HVAC unit.
Funding Source: Building, Grounds & Maintenance - Contingency
- appropriates funds to the Health Department to agree with State allocations.
Funding Source: NC Department of Health and Human Services (\$81,406)
- appropriates funds to the Health Department for the Healthy Carolinians Partnership, as approved at the October 5th, 2009 Commissioners meeting.
Funding Source: Fund Balance
- appropriates funds to DSS for the cost allocated share of John Graham Center Annex Parking Lot paving.
Funding Source: Building, Grounds & Maintenance - Contingency
- appropriates funds to Youth Services Bureau for the cost allocated share of John Graham Center Annex Parking Lot paving.
Funding Source: Building, Grounds & Maintenance - Contingency (\$85)
- appropriates funds to Youth Services Bureau Governor's One on One Program for Enrichment and Educational travel.
Funding Source: Halifax Helps, Inc.
- appropriates funds to Recreation Program for the cost allocated share of John Graham Center Annex Parking Lot paving.
Funding Source: Building, Grounds & Maintenance - Contingency
- appropriates funds to Meter Replacement Project.
Funding Source: Regional Water Enterprise Fund
- appropriates funds to Meter Replacement Project.
Funding Source: District I Enterprise Fund

Respectfully Submitted 12/07/2009

Barry J. Mayo

Barry J. Mayo, Finance Director

Meeting Date: December 7, 2009

Item # 6-B

SUBJECT: Ambulance Storage Facility Capital Project (Satellite Facilities)

REQUESTED BY: Barry Mayo, Finance Director

SUMMARY: Amendment # 6 to the Capital Project Ordinance - Warren County Ambulance Storage Facility Project & Amendment # 7 to the FY 2009-10 Warren County Budget Ordinance to appropriate additional funding in the amount of \$41,785 needed to complete the project.

FUNDING SOURCE: N/A

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

**__ Recommend approval of additional funding in the amount of \$41,785 to be _____
__ appropriated from Fund Balance. _____**

NOTES:

MEMORANDUM

TO: Warren County Board of Commissioners
FROM: Linda T. Worth, County Manager *LW*
DATE: November 30, 2009
RE: Ambulance Storage Facilities Capital Project

Mr. Barry Mayo, Finance Director, has indicated in the attached message that an additional \$41,785 is needed to fund the Ambulance Storage Facilities Capital Project. The additional funds are needed to pay for Architectural Fees and land purchase expenditures that were incurred between 2005 and 2008 when this project was funded through the General Fund. As you may recall, in FY 2008 the Board took action to return all county funds remaining in the project budget (\$177,980) back to the General Fund. We recently financed the construction costs of the two EMS facilities in the amount of \$340,000; however, we did not include the previously incurred expenditures in the financing agreement.

I am respectfully requesting the Board to consider appropriating an additional \$41,785 from Fund Balance to allow us to move forward to construct the two EMS facilities. Mr. Barry Mayo, Finance Director, has prepared the attached amendment to the EMS Storage Facility Capital Project Ordinance to facilitate the transfer of funds.

Thank you in advance for your favorable consideration of this request. Should you have any questions, please do not hesitate to contact Mr. Mayo or me for additional information.

cc: Barry Mayo
Attachments

**COUNTY OF WARREN
FINANCE OFFICE
P. O. BOX 185
WARRENTON, NC 27589
Telephone: (252) 257-1778 Fax: (252) 257-6523**

Barry J. Mayo
Finance Director

MEMO

To: Linda Worth, County Manager
Charles Ayscue, Buildings, Grounds and Maintenance, Director

From: Barry J. Mayo, Finance Director

Date: December 1, 2009

Re: Ambulance Storage Facility

On August 31, 2009, I received a budget in the amount of \$170,000 x 2 = \$340,000 from Buildings, Grounds and Maintenance, for which I requested financing. The shortage of funds came to my attention as invoices for the project were received. At that time I requested a revised budget for the project. After analyzing the project it was determined that prior and escalating Architectural Fees and the purchase of land were not included in the \$340,000 budget provided by Buildings, Grounds and Maintenance. After a meeting with Mr. Ayscue and Ms. Worth the following budget was determined.

Ambulance Storage Facility	Current Budget	Proposed Budget	Amendment Needed
Proceeds Install Purchase	270,030.00	340,000.00	69,970.00
Investment Income	0.00		0.00
Transfer from Other Funds	200,000.00	22,020.00	0.00
Prop Trans from General Fund		41,785.00	41,785.00
	0.00		0.00
Total Revenues	470,030.00	403,805.00	111,755.00
Architectural Fees	22,050.00	23,700.00	1,650.00
Legal and Administrative	2,000.00	2,000.00	0.00
Survey	2,000.00	2,105.00	105.00
Land	20,000.00	20,000.00	0.00
Furniture/Fixtures-Generator	8,000.00	8,000.00	0.00
Soil Investigations	0.00	-	0.00
Site Preparation	10,000.00	53,100.00	43,100.00
Construction Contract	220,000.00	286,900.00	66,900.00
Transfer to General Fund	177,980.00		0.00
Contingency	8,000.00	8,000.00	0.00
Total Expenditures	470,030.00	403,805.00	111,755.00

This amendment revises the Proceeds Installment Purchase amount to the \$340,000 financed for the project and adjusts the budget to the most recent cost estimates, resulting in an additional \$41,785 needed to complete the project. I recommend these funds be appropriated from Fund Balance.

AMENDMENT TO THE WARREN COUNTY BUDGET ORDINANCE

2009/2010

Amendment No. 7

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:

Transfer to Other Funds - Ambulance Storage Facility	41,785
Total	\$ 41,785

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

Increase/(Decrease) Revenues:

Fund Balance Appropriated	41,785
Total	\$ 41,785

This amendment:

- appropriates funds to Ambulance Storage Facility to align the budget to the most recent cost estimates.

Funding Source: Fund Balance Appropriated

Respectfully Submitted 12-07-09

Barry J. Mayo

Barry J. Mayo, Finance Director

**CAPITAL PROJECT ORDINANCE
WARREN COUNTY
AMBULANCE STORAGE FACILITY PROJECT
(Amendment No. 6)**

Section 3 **Revenue** of the Warren County Budget Ordinance pertaining to the Ambulance Storage Facility funds shall be amended as follows:

Proceeds Installment Purchase	\$ 69,970
Transfer from the General Funds	<u>\$ 41,785</u>
Total	\$ 111,755

Section 4 The following amounts are appropriated for the project:

Architectural Fees	\$ 1,650
Survey	105
Site Preperation	43,100
Construction Contract	<u>66,900</u>
Total	\$ 111,755

This amendment updates budget to the most recent cost projections for the project.

Respectfully Submitted 12/07/2009

Barry J. Mayo, Finance Director

Meeting Date: December 7, 2009

Item # 7-A

SUBJECT: Public Utilities

REQUESTED BY: Macon Robertson, Director

**SUMMARY: Capital Project Ordinance for Warren County Water & Sewer
Meter Replacement Project submitted for Board's review and adoption.**

FUNDING SOURCE: N/A

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

___ Recommend approval _____

NOTES:



CAPITAL PROJECT ORDINANCE WARREN COUNTY WATER & SEWER METER REPLACEMENT PROJECT

BE IT ORDAINED by the Warren County Board of Commissioners that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Capital Project Fund is hereby adopted:

Section 1. The project authorized is the Warren County Water & Sewer Meter Replacement Project.

Section 2. The officers of this unit are hereby directed to proceed with the project within the terms of the above statute and the budget contained within.

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

American Recovery and Reinvestment Act of 2009/Loan	\$ 185,515
American Recovery and Reinvestment Act of 2009/Grant	185,515
Contractor Bid Fees	125
Transfer from District I Enterprise Fund	7,124
Transfer from Regional Water Enterprise Fund	297
Total	\$ 378,576

Section 4. The following amounts are appropriated for the project:

Legal and Admin	\$ 400
Radio Read Meters	266,256
Construction Contract	104,499
American Recovery and Reinvestment Act Loan/Grant Fees	7,421
Total	378,576

Section 5. The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records required by federal and state regulations.

Section 6. Funds may be advanced from the General Fund for purposes of making payments as due. Reimbursement will be made from loan or grant proceeds when available.

Section 7. The Finance Officer is directed to report monthly on the financial status of the project to the Board of County Commissioners.

Section 8. Copies of this Capital Project Ordinance shall be entered into the minutes of the governing board and be filed with the Finance Officer.

Adopted this 7th day of December, 2009.



Meeting Date: December 7, 2009

Item # 7-B

SUBJECT: Public Utilities

REQUESTED BY: Macon Robertson, Director

SUMMARY: Water Purchase Contract between Town of Littleton and Warren County, not to exceed 120,000 gallons per day at \$2.56 per 1,000 gallons.

FUNDING SOURCE: N/A

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

___ Recommend approval subject to County Attorney's review and approval of the contract document. _____

NOTES:

WATER PURCHASE CONTRACT

This Water Purchase Contract (hereinafter, "Contract") is made and entered into by and between the County of Warren (hereinafter, the "Seller"), and the Town of Littleton, North Carolina (located within the County of Warren) (hereinafter, the "Purchaser").

WITNESSETH

WHEREAS both the Seller and the Purchaser are individual municipalities organized and established under the provisions of the North Carolina General Statutes, and;

WHEREAS the Purchaser requires a supply of treated water in order to serve its citizens, and;

WHEREAS the Seller owns and operates a water supply distribution system with a current capacity capable of serving the present citizens and customers of the Seller's system and further being able to provide the quantity of water to the Purchaser required and set forth herein this Contract, and;

WHEREAS both Seller and Purchaser desire to enter into this Contract agreeing said Contract shall be of mutual benefit to the Parties, and;

WHEREAS the sale of water to the Purchaser in accordance with the provisions of this Contract as set out herein was approved and duly authorized by a formal Resolution of the Warren County Board of Commissioners, executed by the Board Chair, and attested to by the Clerk to the Board, and enacted on the 7th day of December, 2009, and;

NOW THEREFORE, in consideration of the foregoing representations and the mutual covenants, conditions, and obligations set forth hereinafter, the Parties agree as follows:

As to Seller:

Quality and Quantity: During the term of this Contract and/or any renewal and/or extension thereof, the Seller agrees to furnish to the Purchaser, at the point of delivery hereinafter specified, potable treated water meeting the applicable purity standards as set by the State of North Carolina and, in such quantity as may be required by the Purchaser but not to exceed 120,000 gallons per day.

Meter Monitoring: Seller agrees to read the metering equipment on the first of each month. An appropriate official of the Purchaser shall at all reasonable times have access to the meter for the purpose of verifying its readings.

Billing Procedure: Seller agrees to provide the Purchaser with an itemized statement of the amount of water furnished the Purchaser during the preceding month. Said statement shall be delivered to Purchaser at its address listed herein, not later than the 15th day of the month following the usage period.

A.Point of Delivery and Pressure: Seller agrees that water will be furnished at a reasonably constant pressure calculated at a minimum of 50 PSI from the Eight (8) inch main supply at a point located at the intersection of SR 1357 (Enterprise Road) and US Highway 158 East, in Warren County.

Nevertheless, it is agreed by Purchaser that at any time Purchaser should require a greater pressure than that normally available at the point of delivery, the cost of providing such greater pressure shall be borne solely by the Purchaser. Furthermore, emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and/or use of water to fight fire, or resulting from earthquake or other catastrophe or Act of God, shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.

1.As to Purchaser:

A.Water Line: The Purchaser shall construct or cause to be constructed an eight (8) inch water line along US 158 Highway East, in Warren County. This line shall run from the connection point at the intersection of SR 1357 (Enterprise Road) and US Highway 158 East, to the tie-in point at the six (6) inch water line within the Town of Littleton's corporate limits (as shown on the plans in the Seller's office). The Purchaser shall purchase a parcel of land and thereon construct or cause to be constructed an approved Master Meter for the purpose of measuring all water furnished to the Purchaser by the Seller. The location of this Master Meter shall be east of the intersection of SR 1528 (Bill Skinner Road) and US Highway 158 East.

A.Monitoring Equipment & Adjustments Provision: At its own expense, Purchaser agrees to supply, install, operate and maintain at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water furnished to the Purchaser. The metering equipment shall include a telemetry SCADA system capable of interfacing with Warren County's existing Micro Comm Telemetry System (measuring the gallons per minute and totalizing the flow), two-way combination meters, check valves, check valve bypasses, altitude valves, etc. with necessary vaults, land, electrical connections, etc. Such metering equipment and appurtenances shall meet the approval of the Seller. Purchaser agrees to calibrate such metering equipment whenever requested by the Seller but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the twelve (12) months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the average of the water delivered in the twelve (12) month period immediately prior to the failure, unless Seller and Purchaser shall agree upon a different amount.

A.Rates and Payment Date: Purchaser agrees to pay the Seller, within fifteen (15) days of each billing date, for water furnished in accordance with the following rate schedule: \$2.56 for every 1,000 gallons (or any portion thereof) furnished.

B.Connection Fee: Purchaser agrees to pay to Seller a one-time connection fee of \$250.00 to connect to the Seller's system.

1. It is further mutually agreed between the Seller and the Purchaser as follows:

A. Term of Contract: The Parties agree this Contract shall begin on the date of execution and continue uninterrupted for a term of twenty (20) years from the date of the initial delivery of any water as shown by the first bill submitted by the Seller to the Purchaser. Thereafter, this Contract may only be renewed or extended for such term, or terms, as may be agreed upon by the Seller and Purchaser in writing executed with the same formality as this original Contract. Should the Parties fail to enter into a renewal or extension agreement and also fail to specifically terminate the this Contract as outlined herein, the Parties' continued provision and acceptance of said services shall be construed as the Parties' agreement to turn this Contract into a month-to-month servicing—with no obligation on either Party's part to continue long-term, such termination thereafter outlined in paragraph C8(b) below. Nevertheless, except as to the term length, all other provisions of this Contract shall stand even on a month-to-month service provision basis.

B. Delivery of Water: The Parties agree that Seven (7) days prior to the estimated date of completion of construction of the Purchaser's water supply distribution system, the Purchaser shall, in writing, notify the Seller of the date the initial delivery of water.

C. Water for Testing: Upon reasonable request by the Purchaser, the Seller shall make available to the Purchaser's contractor at the point of delivery, or other point reasonably close thereto, water sufficient for testing, flushing and trench-filling the system of the Purchaser during construction, irrespective of whether the metering equipment has been installed at the time, at a rate of \$2.56 per 1,000 gallons. The amount of water used for testing shall be calculated by line volume in gallons times three (3) (specifically water to fill the lines, then water to chlorinate, then water for flushing). Purchaser agrees it shall pay to Seller for such water used, upon demand.

D. Failure to Deliver: The Parties agree that the Seller shall, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with quantities of water required by the Purchaser, as set forth in paragraph A1 above. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the Seller is otherwise diminished over an extended period of time, the supply of water to Purchaser's consumers shall be reduced or diminished in the same ratio or proportion as the supply to Seller's consumers is reduced or diminished.

E. Modification of Contract: The Parties agree that the provisions of this Contract pertaining to the pay rate schedule for water delivered (outlined in paragraph B3 above) are subject to modification at the end of every One (1) year period. Any increase or decrease in rates shall be based on an objective and demonstrable increase or decrease in the costs of performance, servicing, and/or commodity herein. (One such objective demonstration *may* be that such performance, services and/or commodity costs have substantially increased or decreased in the nearest surrounding five (5) counties.) Upon such demonstration, said increase or decrease shall become part of the Parties' Contract for the next upcoming year and remain so for each year thereafter until a new increase or decrease is supported.

A.Regulatory Agencies: The Parties agree this Contract is subject to the laws of the State of North Carolina and the applicable municipal codes of the County of Warren and the Town of Littleton, if any. As such, the Seller and Purchaser shall collaborate in obtaining such permits, certificates or the like as may be required to comply therewith.

B.Contract is Non-transferable: The Parties agree this Contract and the Parties' rights and/or obligations hereunder are non-assignable and non-transferable without the explicit written agreement of both Parties, executed with the same formality as this original Contract.

C.Termination of Contract: The Parties agree this Contract may be terminated under any of the following conditions, without penalty:

a.If the Town of Littleton determines it is in the best interest of its customers, the Purchaser may terminate this Contract by giving the Seller a minimum of six (6) months written notice, delivered to the Seller's address listed herein;

b.If, at the end of the Contract's term outlined herein, the Parties have continued their contractual obligations on a month-to-month basis thereafter, either Party may terminate this Contract by giving the other Party a minimum three (3) months written notice, delivered to the Party's address listed herein;

c.If, at any time, Seller has been unable to meet the needs of its own customers as well as those of Purchaser (pursuant to this Contract) and such diminished capacity of Seller has lasted for six (6) months or more, Seller shall be entitled to terminate this Contract by giving Purchaser a minimum of six (6) months written notice, delivered to the Purchaser's address listed herein.

d.If the Parties, by mutual written agreement, agree to terminate the Contract, said Contract shall be terminated as set forth in the Parties' written termination agreement.

D.Severability: The Parties acknowledge and agree that they have attempted to create a Contract that is lawful and enforceable in all respects. In the event that any provision of this Contract is found or deemed to be illegal or otherwise invalid and unenforceable, whether in whole or in part, such invalidity shall be severed from the Contract and shall not affect the enforceability of the remaining terms hereof.

E.Governing Law and Venue: This Contract shall be interpreted and construed in accordance with laws of the State of North Carolina and venue for both personal and subject matter jurisdiction shall be solely in the state courts of Warren County, North Carolina.

F.Entire Agreement: The Parties acknowledge and agree that this Contract is the entire agreement between the Parties that exists as of its effective date. Any and all prior agreements, either written or oral, or understandings that are not embodied in this Contract are void and of no force or effect. Moreover, except as outlined in paragraph C5 above, the terms of this Contract may *not* be modified *except* by written agreement executed by both Parties with the same formality as this original Contract.

G.Acknowledgment of Review: The Parties acknowledge that they have carefully read this Contract, understand its content and intent, and they had the opportunity to consult with their individual attorneys regarding the matters addressed herein.

In witness whereof, the Parties hereto, acting under authority of their respective governing bodies have caused this Contract to be duly executed in four (4) counterparts, each of which shall constitute an original.
Executed this the ____ day of December, 2009.

Seller:

COUNTY OF WARREN, NORTH CAROLINA

By _____

Title _____

Attest:

Angelena Kearney-Dunlap, Clerk to the Board

Date _____

Purchaser:

TOWN OF LITTLETON, NORTH CAROLINA

By _____

Title _____

Attest:

Date _____



Meeting Date: December 7, 2009

Agenda Item # 8-A

SUBJECT: Warren County Senior Center

REQUESTED BY: Arnetta Yancey, Director

SUMMARY: Contract for Catering Services for Senior Center Nutrition Program presented for Board's review and approval. Caterer will invoice agency:

\$3.75 per congregate meal

\$3.75 per home-delivered meal

\$3.00 per cold boxed meal

FUNDING SOURCE: Home & Community Care Block Grant

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

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

**__Recommend approval subject to County Attorney's review and approval of the contract __
__form.**

NOTES:

CONTRACT FOR CATERER SERVICES

THIS AGREEMENT, entered into as of this 1st day of November, 2009, by and between Warren County Senior Center (hereinafter referred to as “Agency”) and Warren County School Nutrition Program (hereinafter referred to as “Caterer”);

W I T N E S S E T H

WHEREAS, the Agency is desirous of purchasing meals for consumption by eligible individuals under the provisions of the Home and Community Care Block Grant and the Older Americans Act of 1965, as amended, including Federal and State regulations and policies relating thereto (hereinafter referred to as the “Older Americans Act, as amended”); and

WHEREAS, the Caterer is a food service management business and has the technical knowledge required to supply such meals;

NOW THEREFORE, the parties, intending to be legally bound hereby, agree as follows:

1. Caterer agrees to sell meals and the Agency agrees to buy meals for the Congregate and Home-Delivered Meals programs, which shall meet the nutritional requirements under the Older Americans Act. Caterer further agrees to prepare and package meals and agency agrees to pick-up meals for delivery to the Warren County Senior Center.
2. It is understood and agreed that Robert Parker shall represent the Caterer in the performance of this Agreement.

Further, it is understood and agreed that Arnetta Yancey shall represent the Agency as Senior Center Director in the performance of this Agreement.

3. The Agency shall have the right and authority to:
 - a. Request menu variety, use of seasonal foods, delivery of quality product;
 - b. Inspect all food to determine compliance with specifications and to reject any food not meeting such specifications, including foods not meeting the appropriate temperature requirements;
 - c. Have access to Caterer’s purchase records relating to the food purchased for sites for review and audit as necessary;
 - d. Inspect at any time Caterer’s food preparation, packaging, and storage areas’ food containers and utensils used in serving the meals to determine the adequacy of cleaning, sanitation and maintenance practices;
 - e. Determine the adequacy of Caterer’s storage and record-keeping practices so as to ensure the safekeeping of all food, including that food donated for use of the Agency by the U. S. Department of Agriculture, and in connection therewith to have ready access to the related food inventory control record of Caterer;

f. Inspect the meals served to determine compliance with U. S. Department of Health and Human Services meal-type requirements (Public Law 95-478), and North Carolina Division of Aging meal requirements and the Agency shall have the right and authority to withhold payment for meals not meeting prescribed requirements.

4. Caterer shall comply with Federal, State and Local laws and regulations governing the preparation, handling and transporting of food; shall procure and keep in effect all necessary licenses, permits and food handler's cards in a prominent place within meal preparation area, as required. Caterer shall comply with all applicable Federal, State and Local laws and regulations pertaining to wages and hours of employment and equal employment opportunity. Caterer will comply with all State and Federal antitrust laws and civil rights laws.

5. Caterer shall package the food for home delivered meals so that hot food will maintain a temperature of at least 135° F and all cold food at a temperature of 45° F or below at the time that it is delivered by the Agency. Caterer will provide packing equipment necessary to maintain temperatures prior to serving congregate meals. Agency will check temperatures at least one time per month on each route on a random basis, including the last meal delivered on the route to assure that food is served at a minimum of 135° F for all hot foods and 45° F or below for all cold foods. Caterer shall supply for each meal the equipment, disposables and condiments.

6. Caterer will invoice Agency monthly at the rate of \$3.75 per congregate meal and \$3.75 per home-delivered meal, and \$3.00 per cold boxed meal. Billing by Caterer will be no later than the 7th of each month. Agency will make payments within 30 days of the date of each bill, provided requisitioned funds for such have been received. Caterer will maintain the necessary reports and records to document such utilization and origin of food products in accordance with State and Federal Regulations.

7. Upon pick up of food from Caterer, an authorized on-site representative of the Agency will sign a receipt of such food. Such receipt shall evidence of pick-up only and not quality, quantity, temperature or completeness of meals. The Agency will notify Caterer of shortages on the day they occur, when feasible.

8. Caterer shall make compensation to the Agency against any loss, damage, spoilage or shortage of food (including attorney's fees and costs of litigation) caused by negligent acts or omissions of Caterer's agents or employees in carrying out the terms of this Agreement. Caterer shall defend and indemnify the Agency against any claim or suit involving any claim alleging personal injury, sickness and/or diseases arising out of consumption of meals or other food caused by the storage, preparation and delivery of meals or utensils to the meal site.

9. Caterer shall supply the recipes for meals to be delivered so as to ensure compliance with the U. S. Department of Health and Human Services Public Law 95-478 and the North Carolina Division of Aging meal-type requirements. Menus will be developed by Caterer and dietician with a quarterly review by Aging Director to incorporate any consumer requests. These menus will be submitted to Agency for review no later than two weeks in advance of proposed use. Each page of menus must bear the signature of the registered dietician/nutritionist, ensuring that the Federal regulations stipulating nutritional standards for older adults have been satisfied and nutrient analysis completed for each meal. **Menu changes from the certified menu shall be approved by a registered dietician/nutritionist, procured by the Caterer, within 90 days of substitution, or in the case of the fourth quarter of the state fiscal year, not later than July 31 and copies submitted to the Agency to be filed with menus for the appropriate quarter.** These forms shall be developed by the Agency and will be kept on file with the certified menu for audit.

10. The Agency shall promptly notify Caterer in writing of any claims against Caterer or the Agency and in any event a lawsuit is filed, shall promptly forward to Caterer all legal documents served in connection therewith. The Agency shall not incur any expenses or make any settlement without Caterer's consent. However, if Caterer refuses or neglects to defend any such suit, the Agency may defend, adjust, or settle any such claim and the costs of such defense, adjustment or settlement, including reasonable attorney's fees shall be paid by Caterer.

11. Caterer shall keep full, complete and accurate records of all purchases and sales covered by this Agreement. All such records shall be kept on file for three years (pursuant to Title 45 CFR, Part 74 HHS) after the end of the Federal fiscal year to which they pertain or any other period which North Carolina Division on Aging may from time to time designate.

All records of Caterer relating to food purchases, storage, and preparation and transportation directly related to the meal or utensils delivered under this Agreement, including records of receipts, storage and use of food donated by the U. S. Department of Agriculture, shall be made available to the Agency or its authorized representative upon request. The Agency and authorized representative, the North Carolina Division on Aging, the Administration on Aging in the Department of Health and Human Services, the United States and North Carolina Department of Agriculture and the Comptroller General of the United States, upon request, shall access to all such records for audit or review at a reasonable time and place and shall have the right to conduct on-site reviews of the food service operation.

12. Caterer agrees to furnish the Agency with a certificate of insurance in a form acceptable to the Agency certifying that Caterer carries Workman's Compensation, comprehensive (including products), bodily injury and property damage liability insurance in such amounts as are acceptable to the Agency. The Agency and Caterer hereby waive

any and all rights of recovery from each other for loss to personal or real property, or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage.

13. The Agency shall be responsible for providing, maintaining and sanitizing all serving equipment and insulated food containers. Caterer will provide National Sanitation Foundation approved insulated food containers for transportation of meals to the designated site(s). The Caterer will replace containers needing replacement. Food should be “panned” no longer than one-half hour prior to shipping.

14. The Agency shall notify Caterer of its daily meal requirements by 2:00 p.m. prior to the date on which said meals are to be delivered. This notification may be modified on the date on which said meals are to be delivered. This notification may be modified on the day of serving in special circumstances, such as ice, snow, electrical failures, etc. The Agency should notify the Caterer no later than 7:00 a.m. on the day of serving if the circumstances prevent delivery.

•15. Menu substitutions will not be allowed except under extreme circumstances. If such a circumstance arises, food substitutions shall be approved by a registered dietician to ensure meals meet one-third of the daily Recommended Dietary Allowances. **Substitutions must be approved within 90 days of serving or, in the case of the fourth quarter of the state fiscal year, not later than July 31. Meals with substitutions not approved in this manner are not eligible for reimbursement.**

16. Agency will pick-up meals by 10:00 am daily. Pick-up times may be altered by mutual agreement of the parties upon approval by the Agency. Caterer and Agency will reevaluate time of pick-up if problems arise and agree to cooperate with each other to arrange appropriate times.

Each meal shall comply with the applicable regulations of the Department of Health and Human Services, Administration on Aging and the North Carolina Division of Aging Service Standard Manual, Volume 1, Congregate Nutrition/Home Delivered Meals, pursuant to the Older Americans Act, as amended.

17. Agency is currently reimbursed for each complete meal served. If the meals fail to meet minimum standards of quality, temperature or nutritional composition, the agency is not reimbursed. If minimum standards are not met through any failure of performance by Caterer and the agency is not reimbursed as a result thereof, then Caterer agrees to reimburse the agency at the total unit rate of \$3.75 for each substandard congregate meal, \$3.75 for each substandard home delivered meal, \$3.00 for each sub standard boxed meal or any such other unit rate as may be established from time to time by the Agency. The Agency Director shall notify Caterer within forty-eight (48) hours of any failure of performance by Caterer.

18. It is mutually agreed between the parties (subject to the provisions of paragraph 12) that neither party shall be held responsible to the other for any losses resulting from its delay or failure to perform to the extent that the said party is delayed or prevented by Federal, State or municipal action; war, revolution, not or other disorder; strike or other labor problem; fire, flood, act of God or without limiting the foregoing, by any other cause not within the control of the party whose performance is interfered with and which by the exercise of reasonable diligence, the party is unable to prevent, whether of the class of causes hereinabove enumerated or not.

19. The Agency has the right to refuse foods that are below temperature standards, not aesthetically pleasing and are not palatable, and Caterer shall not be paid for said meals. The Agency will immediately review with Caterer the status of the food if the meal or a portion is found unacceptable. Any unacceptable meal, meals or portion thereof will be returned by mutual agreement.

When replacement meals are purchased by the Agency, Caterer's liability hereunder shall be limited to actual replacement costs for meals purchased under this provision and provided that the Agency shall submit a claim for reimbursement under the Older Americans Act for such meals or parts thereof prorated and, upon receipt, Caterer shall reimburse the Agency for the amount of its liability hereunder.

In the event that Agency is unable to purchase the necessary meals or parts thereof, Caterer shall bear liability for the unit cost of \$3.75 for each incomplete congregate meal and \$3.75 for each incomplete home delivered meal, \$3.00 for any incomplete boxed meal.

20. Caterer shall not assign any interest in this Agreement, and shall not transfer any interest in same (whether by assignment or notation) without the prior written consent of the Agency and thereto. No variation or modification of the Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Agency and Caterer.

21. Caterer covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this Agreement. Caterer further covenants that in the performance of the Agreement, no person having any such interest shall be employed.

22. If Agency requires changes in the number of meals to be prepared by Caterer, such changes that are mutually agreed upon by and between the Agency and Caterer shall be incorporated in written amendments to this Agreement.

23. No officer, member or employee of the Agency, and no members of this governing body or the locality or localities in which the agency is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating

to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in the Agreement or the proceeds thereof.

24. It is mutually agreed that if any party shall fail to perform or observe any of the terms or conditions of this Agreement, the party(ies) claiming such failure shall give the other parties written notice of such breach. If within fifteen (15) calendar days from such notice the failure has been corrected, the injured party(ies) may cancel the Agreement by giving an additional fifteen (15) calendar days written notice.

If this Agreement is terminated due to Caterer's default, Caterer shall be liable for the actual cost of meals, not to exceed \$3.50 for each congregate, home delivered and 2.75 for each boxed meal until a replacement can be secured or for a maximum of thirty (30) calendar days. Notice is to be sent by certified or registered mail, with receipt requested.

A notice to Caterer may be sent to:

Robert Parker, Warren County School System, 109 Cousin Lucy's Lane, PO Box 110, Warrenton, N. C. 27589

A notice to Agency may be sent to:

Arnetta Yancey, Warren County Senior Center, 435 W. Franklin Street, Warrenton, N. C. 27589

25. This Agreement shall remain in effect until terminated by Caterer giving the Agency **sixty (60) business days** prior written notice on intention to terminate as of the date specified, or by the Agency giving Caterer sixty (60) business days prior written notice of intention to terminate as of the date specified. This Agreement shall remain in full force and effective June 30, 2010 or until terminated as stated above.

26. In the event that funds are terminated or otherwise unavailable for the purposes set forth in this Agreement, this Agreement is null and void, releasing the Agency and Caterer from further obligations contained herein.

27. In the carrying out of the contract work, Caterer will not discriminate against any employee or applicant for employment because of age, sex, race, creed, handicap, color or national origin. Caterer will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, handicap, color or national origin. Such action shall include recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation and selection for training, including

apprenticeship. Caterer agrees to post in conspicuous places, available to all employees and applicants for employment, notice to be provided by the Government setting forth the provision of this non-discrimination clause. Caterer will, in all solicitations or advertisements for employees placed, or on behalf of Caterer, state that all qualified applicants will receive consideration for employment without regard to age, sex, race, creed, handicap, color or national origin.

28. Caterer shall immediately notify the Agency of any changes made in his/her license, Food Liability Insurance, and Grade A Sanitary Rating. This contract is in effect only as long as Caterer maintains a Grade A Rating and shall be terminated immediately upon change from a Grade A Rating and/or loss of Food Liability Insurance.

29. Agency's Nutrition Director, or his/her designee, will conduct a formal on-site assessment of Caterer at least on an annual basis. Agency's authorized representatives, and representatives from the North Carolina Division of Aging shall have the right to conduct on-site review of the food service operation.

30. Any Federally donated commodities requested and received by on behalf of the Agency and made available to Caterer shall inure only to the benefit of the Agency's food service program and be utilized therein. Caterer shall maintain adequate storage practices, inventory and control of such foods to ensure that its use is in conformance with the requirements of the United States Department of Agriculture and the North Carolina Division of Aging. Caterer shall provide ready access to the food storage area and to the inventory and control records of the food purchases and the Government food donated by the U. S. Department of Agriculture for such inspection and review as, in the opinion of the United States Department of Agriculture and the North Carolina Division of Aging, is necessary.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly-authorized representatives.

Attest:

Warren County Government

Signature

Barry Richardson, Board of Commissioners Chair

Date

Attest:

Warren County Schools

Signature

Robert Parker, Child Nutrition Director

Date

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

Warren County Finance Officer

Meeting Date: December 7, 2009

Agenda Item # 8-B

SUBJECT: Warren County Senior Center

REQUESTED BY: Arnetta Yancey, Director

SUMMARY: Resolution Establishing Warren County Senior Center Advisory Council presented for Board's review and adoption.

FUNDING SOURCE: N/A

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

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

_____ **Recommend approval** _____

NOTES:



**STATE OF NORTH CAROLINA
COUNTY OF WARREN**

**Resolution Establishing
Warren County Senior Center Advisory Council**

Whereas, the State of North Carolina Office of Administration Rule 10 NCAC 22G, .0415, 1 (b) requires Senior Centers (the Center) to have an advisory council composed of center participants and individuals from the community who are knowledgeable about the needs and interests of older people and about community resources, and who have skills and expertise necessary for guiding the Center.

Whereas, the State of North Carolina Office of Administration Rule 10 NCAC 22G, .0415, 1 (c) requires the Center's participants and older adults in the Center's service area to have continuous input into the types of programs offered by the Center.

Whereas, the North Carolina Division of Aging Administrative Office requires an advisory council of which at least 60 percent of the members are older adults, before beginning service on the council all members receive full orientation to help them understand the philosophy and policies of the Center, and the advisory council will assure consideration of the information gathered on older community members' needs.

Whereas, the Senior Center in the County of Warren affirms the dignity, self worth and independence of older persons by facilitating their decisions and actions; tapping their experiences, skills and knowledge; and enabling their continued contributions to the community;

Now, Therefore, Be It Resolved that the Board of Commissioners of Warren County, based on State Administrative Rule and Division of Aging Administrative requirements, does hereby establish the Warren County Senior Center Advisory Council.

DATED THIS 7TH DAY OF DECEMBER, 2009.

Barry Richardson, Chairman
Warren County Board of Commissioners

ATTEST:

Angelena Kearney-Dunlap, Clerk

SENIOR CENTER OPERATIONS

V. Planning/Evaluation/Input from Older Adults

**A. Federal or State Statutory Requirement
(None)**

**B. Federal Regulation or State Administrative Rule
10 NCAC, 22G, .0415, MULTIPURPOSE SENIOR CENTER
OPERATING REQUIREMENTS (1) b & c**

10 NCAC 22G (1)(b) Senior centers shall have an advisory council composed of center participants and individuals from the community who are knowledgeable about the needs and interests of older people and about community resources, and who have skills and expertise necessary for guiding the center.

10 NCAC 22G (1)(c) The center's participants and older adults in the center's service area shall have continuous input into the types of programs offered by the center.

C. Division of Aging Administrative Requirement

1. The MPSC must have an advisory or governing/policy board of which at least 60 percent of the members are older adults.

2. Before beginning service on the board, all members (regardless of age) will receive a full orientation to help them understand the philosophy and policies of the center and the legal, political, and financial environment in which it operates.

3. The advisory or governing/policy board will assure consideration of the information gathered on older community members' needs.

D. Practice Guidance (or Guidelines)

The MPSC may elicit from older individuals in the community their needs for programs, activities, and services by conducting surveys, public meetings/hearings, focus groups, having suggestion boxes, or other methods. These activities may be combined or separate, but the needs assessment should include the needs and desires of people who do not come to the center as well as those who do. Therefore, at least one method that elicits views from those in the appropriate age group who are not currently using any center services or programs should be used.

E. Suggestions for Excellence (or QI)

1. Develop a MPSC mission statement known to employees and volunteers.

2. Develop an ongoing strategic planning process that produces short- and long-range goals.

3. Conduct a community needs assessment at least every three years.

4. Measure consumer satisfaction annually.

5. Evaluate each program annually (including, but not limited to, volume of participation/service use) and elicit feed-back from the other agencies in the community that serve older adults.[Criteria for Senior Center of Excellence (p. 4)] See Appendix 10.

Meeting Date: December 7, 2009

Agenda Item # 9-A

SUBJECT: Parks & Recreation

REQUESTED BY: Richard "Dickie" Williams, Director

SUMMARY: Request authorization to apply for NC Parks & Recreation Trust Fund (PARTF) Grant in the total amount of \$136,990 for the Magnolia Ernest Recreation Park and authorize Chairman of the Board and/or County Manager to sign related documentation.

\$68,495 – PARTF Funds

\$68,495 – Local Match

FUNDING SOURCE: General Fund (Local Match)

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

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

__Recommend approval. Local match to be budgeted in FY 2010-11 General Fund _____
__Budget _____

NOTES:

Meeting Date: December 7, 2009

Agenda Item # 9-B

SUBJECT: Parks & Recreation

REQUESTED BY: Richard "Dickie" Williams, Director

SUMMARY: Amendment to the Warren County Parks & Recreation Master Plan (pg 40, item 6) is presented for Board's review and adoption.

FUNDING SOURCE: N/A

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

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval. _____

NOTES:



**Full document
has been pro-
vided in separate
E-mail.**

- Basketball courts
- Tennis courts
- Walking trail
- Shuffleboard
- Putt-Putt course

5. With the county take over of the Armory building, this site could help expand the winter programs that could be offered by the Recreation Dept. The inside has been and could be set up for basketball and volleyball use. There is also a need to have a place to walk on the inside during the evening hours.
6. The Magnolia Ernest Recreation Park is located in the Northwest Region of Warren County. This region is the most populated of the four regions of the county. One of the results from the county-wide survey done several years ago was the need of more parks and playground areas in the county. At this time, Warren County was leasing the Magnolia Ernest Recreation Park.

In August of 2008, the Magnolia Ernest Recreation Park was deeded over to Warren County. The county was deeded the property from the Soul City Parks and Recreation Association. The county has been leasing the property for the past twenty years. Significant upgrades are needed to the park. This park consists of 8.05 acres which has two outdoor basketball courts, three tennis courts, a pool, bathhouse and picnic tables and grills.

To provide renovations to the facility, the county will need to make plans to apply for a PARTF grant to help with the renovation of the Magnolia Ernest Recreation Park. Renovations that will need to be made are the resurfacing of the tennis courts, basketball courts and parking lot as well as renovation of the pool. Also the addition of a playground area, picnic area and horseshoes pits will provide additional recreational units to the facility.

Meeting Date: December 7, 2009

Agenda Item # 10-A

SUBJECT: Tax Foreclosed Property

REQUESTED BY:

SUMMARY: Award bid for “1722 Tower Road, Norlina, NC” property sold at sealed bid auction and authorize Chairman and/or County Manager to execute related documentation. Bids were received per attached. Recommendations:

- * Award bid to Joseph Mustian of Warrenton at \$22,855**
- ** Buyer is responsible for closing costs and fees (deed transfer, etc.)**
- *** Buyer’s payment by certified funds only, within 30 days of award.**

FUNDING SOURCE:

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

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

Recommend bid award to Joseph Mustian at stated amount.

NOTES:

Bids received on “1722 Tower Rd, Norlina”

Willie B. Robertson, Louisburg	\$12,500
Robin Williams, Norlina	\$15,025
Thomas McDaniel, Henderson	\$ 5,000 (below minimum)
Montellus Williams, Warrenton	\$17,400
Andrew Riggleman, Norlina	\$10,550
Joseph Mustian, Warrenton	\$22,855 *

Bids opened at 3:00 pm - November 13th, 2009

Signed by County Manager Linda T. Worth.

Meeting Date: October 5, 2009

Item # 10-B

SUBJECT: Tax Foreclosed Property

REQUESTED BY:

SUMMARY: It is submitted to request authorization to sell three (3) tax foreclosed properties by sealed bid process upon adoption of attached resolution.

FUNDING SOURCE: N/A

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval

NOTES:

**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 sell 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 sealed bid auction the following (REAL) property declared Surplus Property:

1 – 0.72 acres at MapN: C6 25

2 - 1 acre at MapN: F2 6F

3 – 0.50 acres at MapN: L5 36B

BE IT FURTHER RESOLVED, The Board of Commissioners authorizes the County Manager (or designee) to dispose of these properties 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 7th day of December 2009.

WARREN COUNTY BOARD OF COMMISSIONERS

Barry Richardson, Chairman

ATTEST:

Angelena Kearney-Dunlap, Clerk to the Board

ABUSYS-REAL PROPERTY CLAS: - FLAG: CFLG: DISPLAY 11032009
ACCT 2267 383 DESC:LT 8C D R V L F MAPN: C6 25 RECN: 3769
YEAR2010 FLAG: TNSH:112-WARRENTON TWP CTYC: 0-
ACRE: 0.72 LNDC:A MOCO: 0 NOMH: 0 NOMV: 0 FIRD:21-CENTRAL WARREN FIRE
HHPC: 0 SWAP: LTLS: DOGS: 0 0 DST5: 0-
REAL: 11901 LFUF: 0.00 LAND: 7841 BLDG: 0 OBLD: 4060 SDC1:16
OTHP: 0 DEED: 895 515 DDAT:08281909 SALE: 2000 DCOD:P
INVE: 0 PLAT:1141A9 NOTE:
MACH: 0 TOTV 11901 EMPL: 0 ABSN: 0
FARM: 0 EXMP: 0 EXMC:
MOTV: 0 NETV 11901 MTHS: 0
NAM1:WARREN COUNTY SSNO:
NAM2:
ADRS:PO BOX 240
CITY:WARRENTON, NC ZIPC:27589 LCOD: LDAT:00000000
ENTER CODE,DATA: TAXES AND ATTY FEES: 1804.08



ABUSYS-REAL PROPERTY CLAS: - FLAG: CFLG: DISPLAY
11032009
ACCT 2267 384 DESC:LT 6 CONNELL MAPN: F2 6F REC:
14248
YEAR2010 FLAG: TNSH:103-HAWTREE TOWNSHIP CTYC: 0-

ACRE: 1.00 LNDC:A MOCO: 0 NOMH: 0 NOMV: 0 FIRD:26-HAWTREE
FIRE
HHPC: 0 SWAP: LTLS: DOGS: 0 0 DST5: 0-
REAL: 2880 LFUF: 0.00 LAND: 2880 BLDG: 0 OBLD: 0 SDC1:16
OTHP: 0 DEED: 895 513 DDAT:08282009 SALE: 2000 DCOD:P
INVE: 0 PLAT:FILE NOTE:
MACH: 0 TOTV 2880 EMPL: 0 ABSN: 0
FARM: 0 EXMP: 0 EXMC:
MOTV: 0 NETV 2880 MTHS: 0
NAM1:WARREN COUNTY SSNO:
NAM2:
ADRS:PO BOX 240
CITY:WARRENTON NC ZIPC:27589 LCOD: LDAT:00000000
ENTER CODE,DATA: TAXES AND ATTY FEES: 1702.69



ABUSYS-REAL PROPERTY CLAS: - FLAG: CFLG: DISPLAY 11032009
ACCT 2267 382 DESC:SETTLES MAPN: L5 36B RECN: 7441
YEAR2010 FLAG: TNSH:106-RIVER TOWNSHIP CTYC: 0-
ACRE: 0.50 LNDC:A MOCO: 0 NOMH: 1 NOMV: 0 FIRD:27-LITTLETON FIRE
HHPC: 0 SWAP: LTLS: DOGS: 0 0 DST5: 0-
REAL: 4650 LFUF: 1.00 LAND: 4650 BLDG: 0 OBLD: 0 SDC1:16
OTHP: 1000 DEED: 895 517 DDAT:08282009 SALE: 2500 DCOD:P
INVE: 0 PLAT:FILE NOTE:
MACH: 0 TOTV 5650 EMPL: 0 ABSN: 0
FARM: 0 EXMP: 0 EXMC:
MOTV: 0 NETV 5650 MTHS: 0
NAM1:WARREN COUNTY SSNO:
NAM2:
ADRS:PO BOX 240
CITY:WARRENTON NC ZIPC:27589 LCOD: LDAT:00000000
ENTER CODE,DATA: TAXES AND ATTY FEES: 1714.51



Meeting Date: December 7, 2009

Agenda Item # 11-A

SUBJECT: Schedule Public Hearing

REQUESTED BY: Ken Krulik, Planner/Zoning Administrator

SUMMARY: It is submitted to schedule a public hearing to hear citizen comments regarding an amendment to the County Zoning Ordinance. Suggested date and time:

Monday, January 4, 2010 at 9:45 am.

FUNDING SOURCE:

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

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

NOTES:

Meeting Date: December 7, 2009

Agenda Item # 11-B

SUBJECT: Schedule Public Hearing

REQUESTED BY: Julie Reid, CDBG Administrator, Kerr Tar COG

SUMMARY: It is submitted to schedule a public hearing to hear citizen comments regarding an amendment to the 2008 Community Development Block Grant Scattered Sites Project. Suggested date and time:

Monday, January 4, 2010 at 9:30 am.

FUNDING SOURCE:

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

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

NOTES:

The CDBG 2008 Scattered Site program requires some revision to complete. Any revisions to the program require a public hearing notice, the holding of a public hearing and approval of the amendments by the Warren County Board of Commissioners. Information used in the preparation of the 2008 grant was based on information gathered by a previous grant administration. As we began the process of income qualification, title opinions and other grant processes we have discovered that some of this information has changed or is incomplete. We will be re-defining the actions to be taken on specific properties.

I would request that a public hearing be scheduled for the January 4, 2010 County Commissioners meeting.

Thank you for your assistance in this matter.

Julie A. Reid
Community Development Administrator
Kerr Tar Regional Council of Governments
P.O. Box 709 - 1724 Graham Avenue
Henderson, NC 27536
telephone:1-252-436-2040
email: jreid@kerrtarcog.org

Meeting Date: December 7, 2009

Agenda Item # 12

SUBJECT: Appointment to Soul City VFD Tax Board

REQUESTED BY:

SUMMARY: Names are submitted on recommendation from Soul City Volunteer Fire Department for appointment to Soul City VFD Tax Board, terms expire: December 2012.

**Jane Ball-Groom
Larry Short**

**David Boyd
Pattie Watley**

**Magnolia Jackson
William Winston**

FUNDING SOURCE:

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

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

NOTES:

Meeting Date: December 7, 2009

Agenda Item # 13

SUBJECT: Appoint Veterans Administrator

**REQUESTED BY: County Manager Linda T. Worth &
Human Resources Manager Elgin Lane**

SUMMARY: Personnel Committee recommends Ms. Zaida White for the position of Veterans Administrator at an annual salary of \$35,000 effective December 16, 2009.

FUNDING SOURCE:

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

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

NOTES:

MEMORANDUM

TO: Warren County Board of Commissioners

FROM: Elgin J. Lane, Human Resources Manager

DATE: December 2, 2009

RE: Candidate for Veterans Administrator

The Personnel Committee recommends Ms. Zaida White to the Board of Commissioners to fill the vacant Veterans Administrator position. The Personnel Committee is recommending a starting salary of \$35,000. Ms. White previously held the Veterans Administrator position in Warren County from January 2004 to April 2007.

Contingent upon the approval of the Board, Ms. White has accepted a tentative offer of employment and will be available to begin work on December 16, 2009.

Your consideration of appointing Ms. White to fill this position is greatly appreciated.

Loggins

Revised 6/09

APPLICATION FOR EMPLOYMENT				WARREN COUNTY NORTH CAROLINA		Date of Application 09/24/2009	
Last 4 digits of Social Security No. [REDACTED]		Last Name White		First Name Zaida		Middle Name Elaine	
Address (Street number and name) 1325 Bullocksville Park Road				City Manson		County Vance	
State North Carolina		Zip Code 27553	Phone (Home or where you can be reached) (252) 456-2896		Business Phone (252) 257-3230 (438-6149)		
Availability Do you now work for the State of NC? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Are you a layoff candidate with the State of N.C. eligible for RIF priority reemployment consideration as described by GS 126: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Notification Date: _____ Are you related by blood or marriage to any person now working for the State <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If yes, give name, relationship to you and the agency where employed. Clarence White VCS (Nephew)				If subject to Military Selective Service registration, certify compliance by initialing dotted line		
Military Service Have you served honorably in the Armed Forces of the United States on active duty for reasons other than training? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Do you wish to declare a service-connected disability? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO At the time of this application, are you the surviving spouse or dependent of a deceased veteran who died from service-related reasons? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Do you wish to declare eligibility for veterans preference as the spouse of a disabled veteran? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Give dates of your (or spouse's) qualifying active military service: Entered: 02/08/1971 Separated: 12/31/1991 Branch: Army Rank: SFC							
AGENCY USE ONLY: ELIGIBILITY FOR VETERAN'S PREFERENCE: <input type="checkbox"/> YES <input type="checkbox"/> NO							
CHECK the types of work you will accept: <input checked="" type="checkbox"/> 1. Permanent full-time <input checked="" type="checkbox"/> 2. Permanent part-time <input type="checkbox"/> 3. Temporary full-time <input type="checkbox"/> 4. Temporary part-time <input type="checkbox"/> 5. Any of the preceding <input type="checkbox"/> 6. Work involving Travel <input type="checkbox"/> 7. Shift or Split Shift Work If you are not available for work now, enter the earliest date you could begin work (mo/day/yr.) _____ Will you accept work anywhere in N.C.? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If no, list below the counties in which you would be willing to work.) 1. Warren 2. Vance 3. Granville 4. _____ 5. _____							
Job Applied For Enter below the specific title and vacancy number of the job for which you are applying. Job Title: Veterans Administrator Vacancy Number: _____							
Referral Source Please indicate your referral source: Employment Security Commission If you were referred by the Employment Security Commission (Job Service) please indicate which local office: Warrenton							
Education Circle highest grade completed: 1 2 3 4 5 6 7 8 9 10 11 12 GED College 1 2 3 4 Graduate School 1 2 3 4 Under S/Q Hrs., list the hours of credit received and if they were semester (S) or quarter (Q) hours.							
Schools	Name and Location	Dates Attended (mo/yr) From: To:		Grad?	S/Q Hrs.	Major/Minor Course Work	Type of Degree Received
High School	Henderson Institute Henderson, NC	09/67	06/70	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
College(s) University (s)	Fayetteville State University Fayetteville, NC	08/94	12/95	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	121 SH	Criminal Justice	BS
Graduate or Professional				YES <input type="checkbox"/> NO <input type="checkbox"/>	120 QH	Criminal Justice	AAS
Other educational, vocational school, internships, etc.	Vance Granville Comm. College Henderson, NC	03/92	08/94	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
Special training programs and seminars you have completed in the last five years (list): Veterans Service Officer Certification, Veterans Service Officer Accreditation with American Legion							
If the job(s) applied for calls for specific courses, indicate those courses taken and credits received: County Veteran Service Officer Training							
Current professional status: (List fields of work for which you have been registered) Registration: _____ State: _____ No: _____ Registration: _____ State: _____ No: _____							
Membership in professional, honorary, or technical societies (list): Phi Theta Kappa, Disabled Veterans, American Legion					DO NOT COMPLETE THIS BLOCK DEGREES AND PROFESSIONAL CREDENTIALS <input type="checkbox"/> Have been verified <input type="checkbox"/> Will be verified within 90 days (G.S. 126-30) Person Responsible: _____		

Licenses and certifications (List, giving dates and sources of issuance):

SKILLS

CHECK the following skills, experiences, etc., which you have:

<input checked="" type="checkbox"/> Driver's License	3199518	NC	<input type="checkbox"/> Sign Language	<input type="checkbox"/> Legal transcription
<input type="checkbox"/> Chauffeur's License	Number	State	<input type="checkbox"/> Foreign language (specify) _____	<input type="checkbox"/> Medical transcription
<input checked="" type="checkbox"/> Car for use at work	Number	State	<input checked="" type="checkbox"/> Adding Machine/calculator	<input type="checkbox"/> Braille
			<input checked="" type="checkbox"/> Typing (specify WPM) 35	<input checked="" type="checkbox"/> Word Processing
			<input type="checkbox"/> Shorthand/speedwriting (specify WPM) _____	<input checked="" type="checkbox"/> Other MS Word

Have you ever been convicted of an offense against the law other than a minor traffic violation? (A conviction does not mean you cannot be hired. The offense and how recently you were convicted will be evaluated in relation to the job for which you are applying.) YES NO (If yes, explain fully on an additional sheet.)

WORK HISTORY (include volunteer experience) Use additional sheets if necessary. As you describe your work history experiences, make sure you highlight your competencies which demonstrate your qualifications for the position for which you are applying.

Current or Last Employer: Employment Security Commission of NC		Address: 309 N Main St Warrenton, NC 27589		
Job Title: Work First Employment Consultant		Supervisor's Name Renee Taylor	Telephone Number (252) 257-3230	No. Supervised by you: 0
Date Employed (mo/yr) 08/08	Starting Salary \$15.41 per Hr	Ending or Current Salary \$15.41 per Hr	Reason for Leaving Veterans Request	May We Contact Employer YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Date Separated (mo/yr) Present	List major duties that demonstrate your competencies related to the position for which you are applying in order of their importance in the job: Assist Work First clients with obtaining employment and becoming self sufficient. Instructed the following classes: interviewing techniques, budgeting, appearance, self confidence, anger management and other steps to success. List job orders for employers and refer applicants to jobs according to their abilities and employer specifications. Also interviewed clients filing unemployment insurance claims.			
Full Time Years Months 01 01				
Part Time Years Months				
If part time, number of hours worked per week: 32				

Employer: County Of Warren		Address: 309 N Main St Warrenton, NC 27589		
Job Title: Veterans Administrator		Supervisor's Name Linda T. Worth	Telephone Number (252) 257-3115	No. Supervised by you: 01
Date Employed (mo/yr) 01/04	Starting Salary \$17.51 per Hr	Ending or Current Salary \$30,000 per Yr	Reason for Leaving Illness (No Longer a Problem)	
Date Separated (mo/yr) 04/07	List major duties that demonstrate your competencies related to the position for which you are applying in order of their importance in the job: Assist veterans and their families in obtaining benefits from the US Department of Veterans Affairs. Responsible for the successful implementation of various programs including VA Compensation, Pension, Healthcare, Burial, Housing Loans, Scholarships, Widows Pension, Dependency Indemnity Compensation, Insurance. Also Department of Defense Programs as requested. Called upon to answer questions concerning benefits from veterans all over the United States.			
Full Time Years Months 03 04				
Part Time Years Months				
If part time, number of hours worked per week:				

Employer: Employment Security Commission of NC		Address: 309 N. Main St. Warrenton NC 27589		
Job Title: Work First Employment Consultant		Supervisor's Name Justin Ayscue	Telephone Number (252) 257-3230	No. Supervised by you: 0
Date Employed (mo/yr) 08/99	Starting Salary \$22,500 per Yr	Ending or Current Salary \$29500 per Yr	Reason for Leaving Career Change	
Date Separated (mo/yr) 12/03	List major duties that demonstrate your competencies related to the position for which you are applying in order of their importance in the job: Assist Work First Clients with obtaining employment in order to become self sufficient. Assisted with resume preparation, job fairs, interviewing techniques, and other programs. Listed job orders for employers and provided job referral services to clients. Established rapport with other outside agencies in an effort to provide a broader range of services to our clients.			
Full Time Years Months 04 04				
Part Time Years Months				
If part time, number of hours worked per week:				

I certify that I have given true, accurate and complete information on this form to the best of my knowledge. In the event confirmation is needed in connection with my work, I authorize educational institutions, associations, registration and licensing boards, and others to furnish whatever detail is available concerning my qualifications. I authorize investigation of all statements made in this application and understand that false information or documentation, or a failure to disclose relevant information may be grounds for rejection of my application, disciplinary action or dismissal if I am employed, and (or) criminal action. I further understand that dismissal upon employment shall be mandatory if fraudulent disclosures are given to meet position qualifications (Authority: G.S. 126-30, G.S. 14-122.1.)

Zaida S White _____ **9/28/09** _____
Signature of Applicant (unsigned applications will not be processed) Date

Meeting Date: December 7, 2009

Agenda Item # 14-A

SUBJECT: Child Support Enforcement Program Transition Plan

REQUESTED BY: County Manager – Linda T. Worth

SUMMARY: See attached Memorandum that outlines the necessity to move forward with the Child Support Enforcement Program transition from State to County Government operation.

FUNDING SOURCE: N/A

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

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval

NOTES:

MEMORANDUM

TO: Warren County Board of Commissioners
FROM: Linda T. Worth, County Manager *LW*
DATE: November 30, 2009
RE: Child Support Enforcement Program Transition Plan

The North Carolina General Assembly mandated in Section 10.46A of S.L. 2009-451 that each Child Support Enforcement (CSE) Office that is currently administered by the NC Department of Health and Human Services, Division of Social Services will be administered by local government effective July 1, 2010. We are moving forward to transition the local CSE Office to County Government. As you will recall, the Board voted in September 2009 to designate the Department of Social Services as the agency that will have administrative oversight of the operation of the Warren County CSE Office.

Over the past several months, Mr. Jeff Woodard, DSS Director, and members of his staff, the local CSE Supervisor, and I have worked to complete the Transition Plan required to be submitted to the NC Division of Social Services no later than January 1, 2010. The proposed plan for Warren County is attached for the Board's consideration and approval.

Please note the following information relative to Warren County's Plan:

- We are recommending the CSE Office remain in its current location for at least the first year of county government operation due to limitations in office space and parking as well as some security concerns at the main DSS Office Building. This should also eliminate any confusion for clients and citizens that may result if the office is moved to another location in the county. After the first year of operation, the office location will be evaluated to determine if the current location is the best option operationally and fiscally. We will be able to secure reimbursement of 66% of office rental expenses and other operating costs associated with this program including start-up costs prior to July 1, 2010.
- The State of NC has recently announced they will give counties first option on equipment currently being utilized in state operated offices. They are also working on finalizing details on how to transfer the inventory.
- The State has indicated that counties can count on and budget incentive funding for the SFY 10-11.

Your consideration of the proposed Warren County CSE Transition Plan is greatly appreciated. As the cover sheet from the NC Division of Social Services indicates, The Division will review each county plan upon submission and will contact us should additional information be needed.

Please advise if there are any questions or concerns regarding this matter.

cc: Jeff Woodard, DSS Director
Nell Moseley, Administrative Officer II, DSS
Melissa McBride, CSE Supervisor

Attachments



Provided in separate e-mail

**Child Support
Enforcement Program
Transition Plan**



Meeting Date: December 7, 2009

Agenda Item # 14-B

SUBJECT: National Guard Armory – Request for Additional Funds

REQUESTED BY: County Manager – Linda T. Worth

SUMMARY: Due to heavy rains we have learned that the front flat roofs are not as sufficient as previously thought. Request \$32,000 for front roofs and deck repairs through separate contract with Gupton Roofing. This work was deleted from the construction contract to bring the contract amount in line with available funds. Budget Amendments related to same are presented for approval.

FUNDING SOURCE: Fund Balance

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

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval. Source of funds - Fund Balance.

NOTES:

MEMORANDUM

TO: Warren County Board of Commissioners
FROM: Linda T. Worth, County Manager *LW*
DATE: November 30, 2009
RE: National Guard Armory Renovation Project

As Mr. Michael Kilian, Lead Professional for the Armory Renovation Project indicates in his attached letter, replacement of the front flat roofs of the Armory building was one of the items approved by Warren County to be deleted from the construction contract in an effort to bring costs in line with the amount of available funds. Unfortunately, due to heavy rains recently, we have learned the front roofs are not as good as previously thought. Some areas are in need of immediate extensive repairs. In the original bid the cost to repair the front roofs was estimated to be \$50,000.

We have contacted Gupton Roofing, the sub-contractor currently completing approved roofing work at the Armory, for a quote to repair/replace the front flat roofs. He offered to replace the front roofs and make deck repairs at a cost of \$32,000 to be done under separate contract with Warren County. Other roofing contractors are not interested in bidding on this job since there is a roofing company currently working on the roof.

I am respectfully requesting the Board to appropriate \$32,000 from Fund Balance to allow us to move forward to contract with Gupton Roofing to make critical repairs to the front roofs of the Armory. This item is deemed critical as we will not be able to move forward to make improvements on the interior of the building that is located directly beneath these roofs until these roof repairs are made.

Should the Board approve this request for additional funding for this project, I have asked Mr. Barry Mayo, Finance Director, to prepare and have available at the meeting an amendment to the Armory Renovation Project Capital Budget to facilitate the immediate transfer of funds.

Thank you in advance for your favorable consideration of this request. Should you have any questions, please do not hesitate to contact Mr. Michael Kilian, Mr. Charles Ayscue or me for additional information.

cc: Michael Kilian
Barry Mayo
Charles Ayscue
Attachment

Kilian Engineering, Inc.
Michael W. Kilian, PE
P.O. Box 3301
Henderson, NC 27536
(252) 438-8778

November 25, 2009

Ms. Linda Worth
Warren County Manager
Front Street
Warrenton, NC 27589

Re: Warrenton National Guard Armory Renovations

Dear Linda:

During value engineering the roof replacement on the front roofs (the flat portions of the building) was deleted from the contract. Mr. Ayscue and I were hoping these roofs were in reasonable shape requiring only minimal repair. Since that time all the ceiling structure has been removed and we have entered the rainy season. The roof condition is not as good as previously thought. There are 5 to 6 areas in need of extensive repair.

The roof work is a critical item. We recommend pursuit of funding for making these repairs.

Mr. Ayscue has contacted the original subcontractor, Gupton Roofing. In the original bid work they priced the flat roof repair at approximately \$50,000. Gupton is willing to offer new roofs on this area at \$32,000 with a direct contract to the owner and some owner suggested cost saving measures. Additionally, since the ceilings have been demolished it is apparent roof deck repairs must be made in several areas to replace rotten wood. Gupton's price includes an allowance of \$1,000 for this work. Therefore we will need approximately \$32,000 to put these roofs into good serviceable shape.

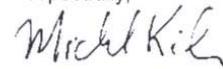
Mr. Ayscue additionally went to another roofing contractor. They are not willing to work on the building at the same time a roofer is already on the building. The roofing was bid in the original contract so we have a price that is more than fair, especially since the roofer has offered a discount to work directly for the county on this part.

The roof repair is a critical path item. We will need to make a decision fairly quickly to avoid delaying the project. We cannot start the interior upfit where the roof is leaking.

The general contractor, Modern South is working cooperatively with us on numerous unforeseen conditions. With the help of county maintenance we are continuing to propose completion of the project without other increases in the budget of \$907,000.

We hope and trust you will find this information useful. Please call if questions.

Respectfully,



Michael Kilian, P.E.

AMENDMENT TO THE WARREN COUNTY BUDGET ORDINANCE

2009/2010

Amendment No. 6

**Amendment # 6
FY 2009-10
Warren County
Budget Ordinance**

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:

Transfer to Armory	32,000
Total	\$ 32,000

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

Increase/(Decrease) Revenues:

Fund Balance Appropriated	32,000
Total	\$ 32,000

This amendment:

- appropriates funds to Armory Project for extensive roof repairs.

Funding Source: Fund Balance Appropriated

Respectfully Submitted 12-07-09

Barry J. Mayo

Barry J. Mayo, Finance Director

**Amendment # 5
Capital Project Ordinance
Warren County
National Guard Armory
Renovation Project**

**CAPITAL PROJECT ORDINANCE
WARREN COUNTY
NATIONAL GUARD ARMORY RENOVATION PROJECT
(Amendment No. 5)**

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

Transfer from Other Funds - General Fund	<u>32,000</u>
Total	\$ 32,000

Section 4 The following amounts are appropriated for the project:

Renovation	<u>32,000</u>
Total	\$ 32,000

This amendment adjust the budget to the most recent cost estimates.

Respectfully Submitted 12-07-09

Barry J. Mayo
Barry J. Mayo, Finance Director

Meeting Date: December 7, 2009

Agenda Item # 14-C

SUBJECT: County Manager's November 2009 Report

REQUESTED BY: County Manager – Linda T. Worth

SUMMARY: Manager's Monthly Report is submitted for the Board's information.

FUNDING SOURCE:

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

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

NOTES:



Administration

- Prepared for and attended Board of County Commissioners Public Hearing and Regular Meeting (11/2/09)
- Met with Representatives of Lake Gaston Chamber of Commerce (LGCC) Staff and Board of Directors to discuss future plans for the LGCC (11/3/09)
- Met with County Attorney to discuss legal matters (11/3/09)
- Met with Chairperson of the Library Board of Trustees, to discuss upcoming Library Director vacancy (11/4/09)
- Attended Tourism Committee Meeting (11/4/09)
- Attended Kerr Lake Regional Water System Advisory Board Meeting (11/9/09)
- Participated in One-Year Walk Through of Library with Architect, Contractor, and Buildings & Grounds Manager (11/9/09)
- Attended Juvenile Crime Prevention Council Advisory Board Meeting (11/9/09)
- Met with DSS Director and others to continue work on Child Support Enforcement Program Transition Plan (11/10/09)
- Met with Tax Administrator, to discuss Tax Office matters (11/10/09)
- Attended called meeting of the FEMA Board at which time additional emergency federal funds were appropriated to the Senior Center and Loaves & Fishes Food Pantry (11/12/09)
- Participated in Bid Opening for Tax Foreclosed Property (11/13/09)
- Met with DSS Director and others to finalize draft of Child Support Enforcement Program Transition Plan (11/16/09)
- Attended Census 2010 Complete Count Committee Meeting (11/16/09)
- Met with State Officials, DSS staff, and Child Support Enforcement Office representatives to discuss Warren County's proposed Child Support Enforcement Transition Plan (11/18/09)
- Met with the Sheriff and two of his Deputies to discuss Noise Control Ordinance (11/18/09)
- Conducted monthly Department Heads Meeting (11/19/09)
- Prepared for and attended Board of County Commissioners Public Hearing and Special Meeting RE: ROAP Application (11/23/09)
- Met with Personnel Committee to review applications for Veterans Administrator position (11/23/09)
- Met with Sheriff and members of the Telecommunications Staff to discuss E-911 Center equipment needs (11/24/09)

Project Updates

National Guard Armory Renovation Project

Work on the Armory is proceeding well. In a meeting with Michael Kilian and Charles Ayscue held on 11/24/09, several unknown items that have been discovered since construction began were discussed. Mr. Kilian has been instructed to try to work with the Contractor within the approved construction budget to complete these items. It has also been determined that the front roofs that were deleted with Warren County's approval from the construction contract due to limited funds are not in as good condition as we thought. We will need to make critical repairs to the front roofs at an estimated cost of \$32,000. We cannot make interior improvements in the sections of the building under these roofs until the roofs are repaired. A request for additional funding for this project will be discussed with the Board at the 12/7/09 Board meeting.

Construction/Renovation Projects

Former Library Building and Mental Health Building Renovation Projects

Work has begun on the former Library Building Renovation project: Sheet rock has been hung and interior painting and cabinetry will be the next items to be completed. It is estimated this project is approximately 65% complete at this time. No work has begun on the former Mental Health Building renovation project.

EMS Satellite Facilities

Grading has been finalized, concrete footings have been poured and the masonry work has begun on the Afton facility. The Davis-Bugg Road site has been cleared in preparation for site improvements which is being held up by weather. On 11/17/09, I met with the Finance Director, and Building & Grounds Manager to discuss the latest cost estimates for the two facilities. When it was determined how much we needed to finance to construct the facilities, we did not take into consideration other costs already incurred for this project, i.e. land purchase costs and architects fees most of which were incurred between 2005 and 2008. Due to this oversight, a request will be presented to the Board at the 12/7/09 Board meeting for additional funding in the amount of \$41,785 to meet the estimated cost of this project. Additional funding would have to come from Fund Balance.

Soul City Pump Station Rehab Project

Contract documents have been signed by all parties. The Notice to Proceed was issued to the contractor, H. G. Reynolds Co., Inc. on 11/23/09, and work has finally begun on this project. It is anticipated work will be completed in 180 calendar days.

Wastewater Treatment Plant Rehab Project

We are continuing to work with staff of NC Department of Commerce, Division of Community Assistance (DCA) seeking 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. Information is still being sent to DCA in response to their requests. We are also looking at other funding sources for this project which must be addressed immediately otherwise we continue to run the risk of a major plant shutdown.

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. A pre-bid meeting was held at the Public Utilities Office on Tuesday, 11/10/09. Five interested contractors have requested copies of the project specifications. Bids will be opened at 2:00 p.m. on 12/1/09 at the Public Utilities Office.

Ephraim Place Subdivision CDBG Project

The low bidder, James C. Harris Contractor, LLC, of Warren County was awarded the contract for this project at the Board's November 2, 2009 meeting. Once the contract documents are completed and executed by all parties, a Notice to Proceed will be issued. It is anticipated this project will be completed within 150 calendar days after the date when the contract times commence to run.

Customer Service Improvement Initiative

I have formed a Customer Service Committee for Warren County Government that is charged with making recommendations on ways to improve customer service skills of all county employees both internally (within and between departments/agencies) and externally (clients served, i.e. citizens, taxpayers, etc.). This committee is open to all interested employees and currently 12 employees (department heads, supervisors, and line staff) have indicated a desire to serve. Our first meeting was held on 11/12/09 which was very productive. Our next meeting is scheduled for December 10, 2009.

Other Activities

- Attended the Annual Rural Partners Forum sponsored by the NC Rural Center in Raleigh, NC (11/5-6/09)
- Attended and participated in the Annual Warren County Service Awards Program and Luncheon for County Employees (11/13/09)
- Hosted Warren County's first Mental Health Information Session (11/17/09)

Adjourn

December 7, 2009
Regular Meeting