

# *WARREN COUNTY BOARD OF COMMISSIONERS*

*JULY 6, 2010*

*9:30 am – DOT Road Abandonment Public Hearing*

*9:45 am – CDBG Public Hearing (Cancelled)*

*10:00 AM – Regular Meeting*

*Warren County Memorial Library  
Community Room*

*Prepared by*

*Angelena Kearney-Dunlap  
NC Certified Clerk to the Board of County Commissioners*

***July 6, 2010***

***9:30 AM – Public Hearing***

*Department of Transportation*

*Road Abandonment Public Hearing*

# **Notice of Public Hearing DOT Request for Road Abandonment**

Notice is hereby given that on Tuesday, July 6, 2010 at 9:30 am in the Warren County Memorial Library Community Meeting Room, 119 S. Front Street, Warrenton, NC, the Warren County Board of Commissioners will hold a public hearing to hear citizen comments regarding a request from Freshwater Pearl to abandon an existing easement/extension of Thoroughfare Drive in Lake Gaston Estates Subdivision.

For further information contact:

**Ken Krulik, AICP CZO**  
**Planning and Zoning Administrator**  
**542 West Ridgeway Street**  
**Warrenton, North Carolina 27589**  
**Planning & Zoning: (252) 257-7027 ph**  
**Code Enforcement (252) 257-1305 ph**  
**(252) 257-1083 fax**  
[\*\*kkruklik@co.warren.nc.us\*\*](mailto:kkruklik@co.warren.nc.us)

All interested citizens are urged to attend this public hearing.

Barry Richardson, Chairman  
Warren County Board of Commissioners

# Public Hearing Agenda

- ▶ Chairman call Public Hearing to Order
  - ▶ Clerk read Notice of Public Hearing
  - ▶ Overview of Petition Request – Ken Krulik
  - ▶ Clerk read Rules of Citizen Comments
  - ▶ Citizen Comments
  - ▶ County Manager and/or Commissioner Comments
  - ▶ Adjourn
- 

# PUBLIC HEARING PROCEDURES

- ▶ This public hearing is being held to hear citizens' comments regarding a request from Freshwater Pearl to abandon an existing easement/extension of Thoroughfare Drive in Lake Gaston Estates Subdivision.

## RULES:

- ▶ Please sign up to speak
- ▶ The maximum time allotted to each speaker will be five (5) minutes.  
The Clerk to the Board will keep time.
- ▶ Any group of people who support or oppose the same position should designate a spokesperson.
- ▶ Please address only those items which might not have been addressed by a previous speaker
  - ▶ Order and decorum will be maintained during this hearing.
    - ▶ Two questions are permitted by each speaker.

*Warren County  
Board of Commissioners*

*July 6, 2010*

*9:45 AM – Public Hearing*

- ▶ *Second* Public Hearing for Information on types of Grants available through the Department of Commerce, Division of Community Assistance and receive comments on Applications for CDBG funding.

▶ **CANCELLED**

# *Special Presentation*

*Presentation # 1*

*Recognition of Ms. Barbara Kinton*

*for her years of service on the DSS Board*

# *Special Presentation*

*Presentation # 2*

*Gang Officer Giddiens updates Board on  
Gang Assessment Grant*

10:00 am

Call to Order July 6, 2010

Regular Monthly Meeting

By

Chairman or Designee

Moment of Silence

Conflict of Interest Disclaimer



- ▶ *“Members of the Warren County Board of Commissioners are advised, hereby, of their duty under the State Government Ethics Act to avoid conflicts of interest and the appearance of such conflict; and, further, are instructed to refrain from participating in any matter coming before this Board of County Commissioners with respect to which there is a conflict of interest or appearance of such conflict”.*
  - ▶ In accordance with the State Government Ethics Act, it is the duty of every Board member to avoid both conflicts of interest and appearances of conflict.
  - ▶ Does any Board member have any known conflict of interest or appearance of conflict with respect to any matter coming before this Board today?
  - ▶ If so, please identify the conflict and refrain from any undue participation in the particular matter involved.
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# 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.

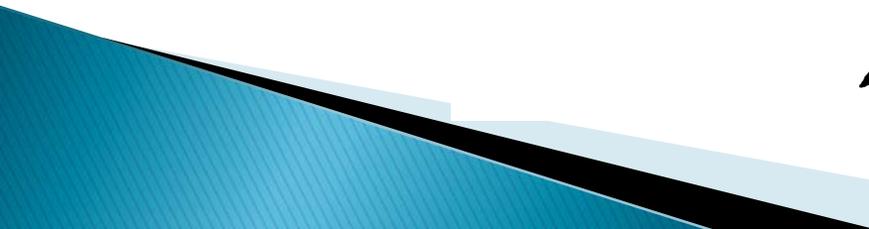
Any group of people who support or oppose the same position should  
designate a spokesperson.

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: July 6, 2010

Agenda Item # 5

**SUBJECT:** Adopt July 6, 2010 Suggested Agenda

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

**SUMMARY:** None

**FUNDING SOURCE:** N/A

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

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

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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*SUGGESTED AGENDA  
FOR  
July 6, 2010 REGULAR MONTHLY MEETING  
OF THE WARREN COUNTY BOARD OF COMMISSIONERS  
Warren County Memorial Library Community Meeting Room  
WARRENTON, NORTH CAROLINA*

*Public Hearings*

*9:30 AM – DOT Road Abandonment Public Hearing*

*9:45 AM - General Information on CDBG Grants (Cancelled)*

*Special Presentations*

1. Call to Order Regular Monthly Meeting – 10:00 am by Chairman or Designee
2. Moment of Silence
3. Conflict of Interest Disclaimer
4. Citizen Comments
5. Adopt July 6, 2010 Suggested Agenda
6. Consent Agenda
  - A. Approve Minutes of:
    - June 7, 2010 Public Hearing – 2008 CDBG Water Hook-Up Program Amendments (08-C-1864)
    - June 7, 2010 Public Hearing – CDBG General Information
    - June 7, 2010 Regular Board Meeting
    - June 14, 2010 Budget Public Hearing
    - June 17, 2010 Special Meeting
    - June 22, 2010 Budget Special meeting
  - B. Interest Income Report May 2010 – Finance Director Barry Mayo
  - C. Tax Collector’s Report May 2010 – Tax Administrator Robert Mitchum
  - D. Tax Release Requests (Over \$100) – Tax Administrator Robert Mitchum  
Tax Release Requests (Under \$100) - “ “ “ “
  - E. Designate Chairman Barry Richardson Voting Delegate to the NCACC Annual Conference

7. Reserved for Finance Officer – Barry Mayo
8. Follow-Up to Public Hearing - Department of Transportation Petition for Road Abandonment
9. Board/Commission Member Appointments - Library Board of Trustees – Robert Thompson
10. Resolution Conveying Personal Property to Warren Free Clinic – Mary Somerville
11. Award Bids for CDBG 2008 Scattered Site Project – Karen Foster, Kerr-Tar COG
12. Emergency Services – Dennis Paschall
  - A. Resolution Approving Insurance District Boundaries of Norlina Volunteer Fire Department, Inc. – Smith Creek Fire Insurance District
  - B. Revise “Fire Protection” Services contract with Norlina Volunteer Fire Department, Inc.
  - C. Revise “Medical First Responder” Services contract with Norlina Volunteer Fire Department, Inc.
  - D. Adopt “Medical First Responder” Services contract with Inez Volunteer Fire Department
  - E. Adopt “Medical First Responder” Services contract with Soul City Volunteer Fire Department
13. Award Bid for Senior Center Nutrition Program – Arnetta Yancey, Senior Center Director
14. Personnel Matters – Elgin Lane
  - A. Adopt FY 2010-2011 Local Salary Plan
  - B. Authorize submission of FY 2010-2011 Office of State Personnel Salary Plan & Reporting Form
15. Approval of Gang Assessment Memoranda of Understanding
16. County Manager’s Report
  - A. Contracts Executed
  - B. Monthly Report
17. Authorize Execution of NC Parks & Recreation Trust Fund Project Agreement – Dickie Williams
18. Schedule Public Hearing – 2010-2011 ROAP Program Application

**Adjourn Meeting**

Meeting Date: July 6, 2010

CONSENT AGENDA Item # 6A

**SUBJECT:**           **Approve Minutes of**  
June 7, 2010 Public Hearing – 2008 CDBG Water Hook-Up  
                                  Program Amendments (08-C-1864)  
June 7, 2010 Public Hearing – CDBG General Information  
June 7, 2010 Regular Board Meeting  
June 14, 2010 Budget Public Hearing  
June 17, 2010 Special Meeting  
June 22, 2010 Budget Special meeting

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

**SUMMARY:**           **None**

**FUNDING SOURCE:**   **N/A**

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

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

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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## *Minutes of*

- \* June 7, 2010 Public Hearing 2008 CDBG Water Hook-Up Program Amendments (08-C-1864)
- \* June 7, 2010 Public Hearing – CDBG General Information
  - \* June 7, 2010 Regular Board Meeting
  - \* June 14, 2010 Budget Public Hearing
    - \* June 17, 2010 Special Meeting
  - \* June 22, 2010 Budget Special meeting

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

Meeting Date: July 6, 2010

CONSENT AGENDA Item # 6B

**SUBJECT:** Approve Interest Income Report for May 2010

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

**SUMMARY:** None

**FUNDING SOURCE:** N/A

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

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

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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

**Barry J. Mayo  
Finance Officer**

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**INTEREST INCOME REPORT  
Month of May 2010**

<b>FUND</b>	<b>MAY INCOME</b>	<b>FISCAL YEAR TO - DATE</b>
General	1,117.82	13,783.89
Revaluation	16.97	193.52
E 911 Telephone System	47.79	1,110.67
Buck Spring Project	36.14	503.30
Ambulance Storage Facility	9.81	16.18
Library Building Project Fund	2.68	10.03
National Guard Armory	7.71	186.40
Regional Water Enterprise Fund	55.75	747.45
District 1 Enterprise Fund	86.77	1,027.49
Solid Waste	40.31	420.67
District II Enterprise Fund	87.04	944.01
District III Capital Project Fund	20.46	336.73
District III Phase II BANS	0.47	6.57
District III Enterprise Fund	70.31	488.54
Soul City Pump Station Improvements	0.50	7.01
District II Phase II	0.00	13.57
	1,600.53	19,796.03

**Meeting Date: July 6, 2010**

**CONSENT AGENDA Item # 6C**

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

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

**SUMMARY: None**

**FUNDING SOURCE: N/A**

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

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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**Tax Collector's Report  
to the Warren County Board of Commissioners  
For the Month MAY 2010**

**Current Year Collections**

Tax Year	Charge	Collected in MAY	Collected to Date	Balance Outstanding	Percentage Collected
MAY 2010 FY10	\$15,144,901	\$121,126	\$14,372,198	\$772,703	94.90%
MAY 2009 FY09	\$13,287,982	148,804	12,466,983	820,999	93.82%

**Delinquent Collections**

2008	\$688,152	\$8,517	\$433,354	\$ 254,798	62.97%
2007	258,923	31,487	67,653	191,270	26.13%
2006	195,658	1,127	31,956	163,703	16.33%
2005	154,377	1,344	22,967	131,410	14.88%
2004	124,013	1,048	10,879	113,134	8.77%
2003	99,844	268	4,520	95,324	4.56%
2002	178,343	346	61,856	116,488	34.68%
2001	171,578	123	2,975	168,603	1.73%
2000	96,806	87	2,692	94,114	2.78%
1999	41,709	138	2,280	39,429	5.47%
<b>Total Delinquent Years</b>	<b>\$ 2,009,402</b>	<b>\$44,483</b>	<b>\$ 641,130</b>	<b>\$ 1,368,272</b>	

**Other MAY Receipts**

County Penalties

\$ 10,144	\$ 169,823
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Landfill User Fees

\$ 18,687	\$ 1,054,598
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Municipalities

\$ 6,252	\$ 679,352
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Fire District Taxes

\$ 8,338	\$ 659,616
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Advance Taxes

\$ 9,405	\$ 32,742
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**MAY GRAND TOTAL**

<b>\$ 218,435</b>	<b>\$ 17,609,459</b>
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*R Edwin Mitchum*

R. Edwin Mitchum, Tax Collector Date 06/23/2010

**Meeting Date: July 6, 2010**

**CONSENT AGENDA Item # 6D**

**SUBJECT: Request for Tax Releases**

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

**SUMMARY: None**

**FUNDING SOURCE: N/A**

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

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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# Over \$100

**Over \$100**

**7/6/2010**

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

**ERROR CORRECTION RELEASES:**

BANZET JULIUS III & HARRIET	2009 2520 323	I3B 2	8952	\$543.20	PTC
BAUMAN KARL E & JUDY	2009 2908 300	I2C 91	925	\$312.93	PTC
BAUMAN KARL E & JUDY	2009 2908 301	I2C 92	925	\$171.70	PTC
BREEN WILLIAM J & ANNE M	2009 16109	J3A 59	18414	\$298.38	PTC
DEVANEY DONALD R	2009 11822 300	H1D147	4817	\$172.35	PTC
HAYMANS JOHN J III & RAMONA	2009 30888 300	L2D130	23584	\$206.59	WRONG AC
HAYMANS JOHN J III & RAMONA	2009 30888 300	L2D 130B1	23584	\$200.75	WRONG AC
HOFFMAN JOHN R & NANCY	2009 10333 300	I2C 48	5822	\$462.21	PTC
KELLY ROBERT C & MARY E	2009 788 300	I2C 47	6903	\$253.73	PTC
PAYNE DAVID A & AMALIA	2009 143 300	J2B 71	4206	\$331.40	PTC
ROBINSON COQUETTA	2009 24499 200		27018	\$524.97	DW REPO
ROTH KATHLEEN	2009 1349 200		30719	\$139.05	SOLD
ROTH KATHLEEN	2008 1349 200		30719	\$153.74	SOLD
SMITH CARL B & NELLA W	2009 16610 300	I2A 76	9687	\$448.78	PTC
WHITE HAL JR & SHIRLEY	2009 43327 332	E1 7	13769	\$153.27	BOER

**SUB-TOTAL ERROR CORRECTIONS:**

**\$1,027.83**

**MOTOR VEHICLE RELEASES:**

VAULT TRUST	2009 17292 2456	WXK3704	69749	\$159.57	SOLD
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**SUB-TOTAL MOTOR VEHICLE RELEASES:**

**\$159.57**

**SUB-TOTAL CORRECTION RELEASES:**

**\$1,027.83**

**Total Releases**

**\$ 1,187.40**

# Under \$100

Under \$100

7/6/2010

Date: *DW*  
6/29/10

**ERROR CORRECTION RELEASES:**

<u>NAME</u>	<u>Year</u>	<u>ACCT#</u>	<u>MAP #</u>	<u>RECORD #</u>	<u>AMOUNT</u>	<u>REASON</u>
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**SUB-TOTAL ERROR CORRECTIONS:**

**MOTOR VEHICLE RELEASES:**

AREYANO HUMBERTO	2009	7354 2108	VWW9537	69401	\$8.94	SOLD
BERNARD PAUL L	2009	3301 1894	NWW3168	77964	58.14	SOLD
BOWEN MARY C	2009	3908 1381	XSB3526	77451	\$8.30	SOLD
BUELL MARIE J	2009	18904 1268	RTF6298	75934	\$13.31	DECEASED
CARROLL WILLIE FLEMING JR	2009	10009 1377	YNC8278	72040	\$9.84	SOLD
DANIEL LUCY J	2009	25978 1763	SXT6849	72426	\$4.32	SOLD
DAUGHTRIDGE SHELLY MARIE	2009	21333 1936	YYX7238	72599	\$75.69	REPO
DURHAM ELNORA B	2009	12430 1349	MYE2316	77419	\$8.91	SOLD
FALTZ FELICIA R	2009	25893 1686	YRN6878	77756	\$8.40	SOLD
HALL JOHN B III	2009	16923 1254	YAO20133	74707	\$21.96	SOLD
HARRIS ANNE A	2009	18337 1058	LVB6969	73207	\$6.65	SOLD
HARRIS CRYSTAL STEGALL	2009	29640 1576	YRA5128	73725	\$75.00	SITUS
HARRISON SARAH N	2009	24057 1974	VZZ6985	78044	\$67.01	RELEASE VANCE CC
HILLIARD HENRY F JR	2009	31662 1890	XRN3853	74039	\$60.62	SOLD
HILLIARD HENRY F JR	2009	6396 2693	3Y3597	66480	\$25.14	SOLD
HOPKINS HURRISH	2009	20528 1511	XNB3387	72174	\$9.65	WRECKED
JONES EBONY	2009	28078 1512	SXSB1484	70522	\$22.97	REPO
KENNEDY BARBARA W	2009	14584 1641	XVF4859	72304	\$9.00	GAVE AWAY
LUBERACKI HENRY G	2009	25731 1206	XRN5805	75872	\$6.24	SOLD
MARTIN HAROLD T	2009	12738 2036	PNX9943	69329	\$2.88	SOLD
MAYNARD DOROTHY C	2009	2953 1880	SXT5482	69173	\$10.62	TRADED
MITCHELL GLADYS M	2009	7612 1515	RXY7484	72178	\$3.88	DECEASED
NEWELL BARBARA B	2009	179 1180	XRP2943	57893	\$8.70	SOLD
NICHOLSON MIRIAM R	2009	12714 1470	YPS7602	76136	\$11.36	SOLD
REEDER ZENAIDA C	2009	23262 1289	YRN1289	73438	\$12.96	SOLD
REID MARION L	2009	18888 1722	NWL1506	76388	\$14.96	SOLD
SAUCEDO CARLOS S	2009	25173 1890	WNJ8247	70900	\$22.62	SOLD
SHIPLEY BUILDERS INC	2009	2063 2210	WRT1501	78280	\$7.02	SOLD
SIMMONS MICHAEL R	2009	25433 1518	YPS6904	74971	\$7.91	SOLD
SMITH JO ANN	2009	1241 2338	XSB3176	78408	\$58.71	SOLD
WHITT LEWIS W	2009	31984 1989	WPW9672	76655	\$10.35	SOLD
WILLIAMS WILLIE MAE	2009	44320 1388	XXW9375	66935	\$1.24	SOLD
WILSON WILLIAM L JR	2009	579 2696	TWW2177	66483	\$15.98	SOLD

**SUB-TOTAL MOTOR VEHICLE RELEASES:**

**\$689.28**

**SUB-TOTAL CORRECTION RELEASES:**

**Total Releases**

**\$ 689.28**

**Meeting Date: July 6, 2010**

**CONSENT AGENDA Item # 6E**

**SUBJECT: Designate Voting Delegate to NCACC Annual Conference**

**REQUESTED BY: Clerk to the Board**

**SUMMARY: It is presented to designate Chairman Barry Richardson “Voting Delegate” to the 103<sup>rd</sup> NC Association of County Commissioners Annual Conference to take place August 26-29, 2010 in Pitt County.**

**FUNDING SOURCE:**

**APPLICABLE STATUTE:**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

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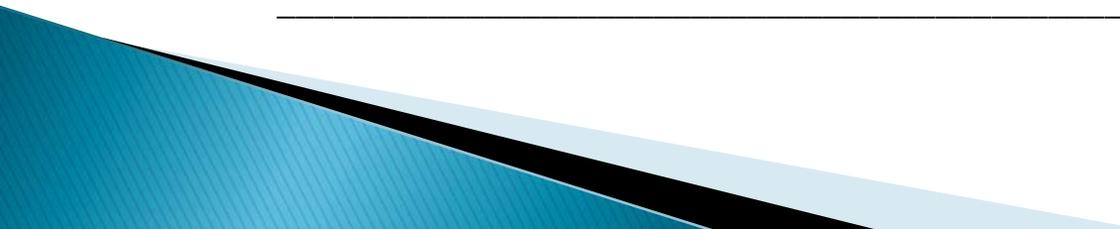
**NOTES:**

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**Meeting Date: July 6, 2010**

**Item # 7**

**SUBJECT: Reserved for Finance Officer**

**REQUESTED BY:**

**SUMMARY:**

**FUNDING SOURCE: N/A**

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

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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**Meeting Date: July 6, 2010**

**Item # 8**

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

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

**SUMMARY: Having held a required public hearing on Monday, July 6, 2010 at 9:30 am to hear citizen comments regarding *Department of Transportation Road Abandonment request*, it is now presented for Board action.**

**FUNDING SOURCE: N/A**

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

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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**Meeting Date: July 6, 2010**

**Item # 9**

**SUBJECT: Appointment to Board/Commission Membership**

**REQUESTED BY: Terry Henderson, Interim Library Director**

**SUMMARY: On recommendation of Library Board of Trustees it is presented to appoint Robert A. Thompson to fill the vacancy of Susan Thompson on the above referenced board for a three year term expiring June 2013.**

**FUNDING SOURCE: N/A**

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

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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# Warren County Memorial Library

## Memo

**To:** Angelena Kearney-Dunlap, Clerk to the Board

**From:** Terry Henderson, Library Interim Director



**Date:** June 14, 2010

**Re:** Library Board Recommendations

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**A Library Board meeting was held on June 10, 2010. The Warren County Memorial Library Board recommended that Mr. Robert Thompson be appointed to the Library Board.**

**Thank you for your assistance in this matter.**

## STATEMENT OF INTEREST TO SERVE

If you are a Warren County resident and would like to volunteer your time and expertise to your community, please complete and return to:

Warren County Board of Commissioners  
c/o Clerk to the Board  
PO Box 619  
Warrenton, NC 27589

Please list in order of preference the Boards and Commissions for which you would be willing to serve:

1. Library Board
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Your full name Robert Alston Thompson  
Date of Birth 1-29-84 Sex Male Race White  
Mailing Address PO 332  
City and Zip Code Warrenton NC 27589  
Street Address 418 Fairview St  
City and Zip Code Warrenton NC 27589  
Home Phone 252-257-2713 Work Phone 252-213-1228  
Job Title Service Technician  
Company or Agency Dale's Heating Cooling + Refrigeration  
Email Address RobertA.Thompson@live.com

Do you live in the county? Yes  No

Please list your County Commissioner District Jennifer Jordan  
(This information can be obtained from the Board of Elections at (252) 257-2114).

### Educational Background

Name and Address of High School Attended Kerr Vance Academy Henderson NC  
Name and Address of College Attended Saint Andrews Presbyterian College Lenoir NC  
Degree Received BA in Business Admin.

Please list any military experience NA

If you are presently serving as an elected or appointed official, please explain: N/A

Please list all past employers and volunteer experience you have had which may be beneficial in evaluating your qualifications.

Work Experience Dales Heating & Cooling, Carleton Pointe Properties  
Shannon's Pointe Restaurant All involved customer service  
& planning

Volunteer Experience I HAVE NO CURRENT VOLUNTEER EXPERIENCE  
~~that~~ WHICH IS A STRONG INCENTIVE IN MAKING ME WANT  
TO GIVE BACK TO WARREN COUNTY

How did you become aware of Warren County volunteer opportunities? (Please circle appropriate response)

Newspaper                      Current Warren County Volunteer                      Other

If other, please explain: My Mother SUSAN THOMPSON informed me

If I am appointed to serve on one or more boards, I will agree by signing an Affirmation of Understanding, to attend the required number of meetings each calendar year and not to exceed unexcused absences by more than 25% or three (3) meetings in any calendar years.

Signature [Handwritten Signature] Susan Thompson

Date \_\_\_\_\_

*Please feel free to attach a resume if so desired.*

**This "Statement of Interest to Serve" will remain active for six (6) months from date received in the County Manager's office.**

**SUBJECT:** Resolution Conveying Personal Property by Private Sale

**REQUESTED BY:** Mary Somerville – Warren Free Clinic

**SUMMARY:** Resolution conveying 2 desks to Warren Free Clinic for \$1.00, is presented for Board review and action.

**FUNDING SOURCE:**

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

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

**COUNTY MANAGER'S RECOMMENDATION:**

**Recommend approval.**

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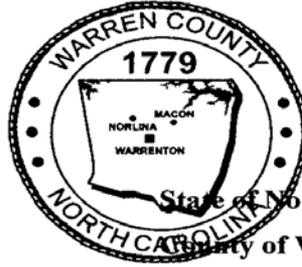
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**NOTES:**

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**WARREN COUNTY BOARD OF COMMISSIONERS**

105 SOUTH FRONT STREET  
POST OFFICE BOX 619  
WARRENTON, NORTH CAROLINA 27589

Barry Richardson, Chairman  
Ulysses S. Ross, Vice Chairman  
Ernest Fleming  
William Davis  
Jennifer Jordan

Linda T. Worth  
County Manager

Angelena Kearney-Dunlap  
Clerk to the Board

***Resolution Conveying Personal Property  
By  
Private Sale***

**WHEREAS**, G.S. 1601-279 states that a county may in lieu of or in addition to an appropriation, convey by private sale, real or personal property to any public or private entity that carries out a public purpose; and

**WHEREAS**, in such conveyance, the County shall attach covenants and/or conditions that assure that said property will be put to a public use by the recipient entity; and

**WHEREAS**, said conveyance must be in accordance with the procedural provisions set forth in G.S. 160A-267.

**NOW, THEREFORE BE IT RESOLVED**, that the Warren County Board of Commissioners hereby orders the County Manager to dispose of and convey by private sale to Warren Free Clinic two (2) office desks withdrawn from use and declared surplus on June 7, 2010 at a negotiated price of \$1.00.

**BE IT FURTHER RESOLVED** that a notice summarizing the contents of the Resolution shall be published in the local newspaper upon its adoption with final conveyance occurring at least ten (10) days after said publication.

**Adopted this 6<sup>th</sup> day of July 2010.**

**WARREN COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
**Barry Richardson, Chairman**

**ATTEST:**

\_\_\_\_\_  
Angelena Kearney-Dunlap, Clerk to the Board

Phone: (252) 257-3115  
Fax: (252) 257-5971  
www.warrencountync.com

§ 160A-267. Private sale.

When the council proposes to dispose of property by private sale, it shall at a regular council meeting adopt a resolution or order authorizing an appropriate city official to dispose of the property by private sale at a negotiated price. The resolution or order shall identify the property to be sold and may, but need not, specify a minimum price. A notice summarizing the contents of the resolution or order shall be published once after its adoption, and no sale shall be consummated there under until 10 days after its publication. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 24.)



**SUBJECT:** Award bids for 2008 CDBG Scattered Site Housing Project

**REQUESTED BY:** Julie Reid, CDBG Grant Administrator

**SUMMARY:** Bids were received (per attached) for two properties in the 2008 Scattered Site CDBG Project. Bids are presented for Board's review and award as recommended below by CDBG Grant Administrator.

<u>Property</u>	<u>Recommended Contractor</u>
365 Tuscora Rd	Valley View Development at \$92,810
810 Highway 43	Humphries Construction at \$84,500

**FUNDING SOURCE:** CDBG Grant Funds

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

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

Recommend approval.

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**NOTES:**

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COUNTY: <i>Waven</i>		BID TABULATION			
PROJECT NAME: <i>WSS</i>					
DATE <i>6-21-2010</i>	ADDRESS	ADDRESS	ADDRESS	ADDRESS	COMBINED
STAFF ESTIMATE	<i>365 Tuscom Rd</i>	<i>810 Hwy 43</i>			
CONTRACTOR/COMPANY NAME	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT
<i>Creede Construction</i>	<i>119,648</i>	<i>115,440</i>			
<i>Valley View Dev.</i>	<i>92,810.</i>	<i>91,976</i>			
<i>Humphries Constructin</i>	<i>98,100</i>	<i>84,500</i>			
<i>LK Builders</i>	<i>106,355</i>	<i>103,790</i>			
<i>JA Bolton</i>	<i>107,000</i>	<i>104,000</i>			
<i>DB Williams</i>	<i>—</i>	<i>88,764</i>			
CONTRACT AWARDED TO					

PRESENT AT OPENING

REMARKS

*Karen Foster*  
~~*Jack Watkins*~~ *Angelina Kearney Dunlap*  
~~*Linda Worth*~~ *Mike Incoe*

*Linda Worth 6/21/10*  
\_\_\_\_\_  
\_\_\_\_\_

**Meeting Date: July 6, 2010**

**Item # 12-A**

**SUBJECT: Amendment to Resolution - Norlina Volunteer Fire Department**

**REQUESTED BY: Dennis Paschall, Interim Emergency Services Director**

**SUMMARY: Revised "Resolution for Approval of Insurance District Boundaries" is submitted to correct Fire Department District from Norlina to Smith Creek Fire Insurance District.**

**FUNDING SOURCE: N/A**

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

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

**Recommend approval.**

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**NOTES:**

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# RESOLUTION

## For Approval of Insurance District Boundaries

NORTH CAROLINA

WARREN COUNTY

Upon motion by Commissioner \_\_\_\_\_,  
seconded by Commissioner \_\_\_\_\_, RESOLVED that the  
Board of Commissioners of the County of Warren approve the boundary lines of the  
Smith Creek Fire Insurance District in accordance with the maps and  
description filed this date with the Board of County Commissioners and recorded in the  
minutes of the meeting. Said Smith Creek Fire Insurance District being  
described as follows:

NORTH CAROLINA

WARREN COUNTY

This is to certify that the foregoing is a true and accurate copy of excerpt from the  
Minutes of the Board of County Commissioners of WARREN County, adopted this the 6<sup>th</sup>  
day of JULY 2010.

\_\_\_\_\_  
Clerk to the Board

SEAL

**SMITH CREEK FIRE INSURANCE DISTRICT**

**SERVED BY:  
NORLINA FIRE DEPARTMENT  
WARREN COUNTY**

**SIX MILE DISTRICT MAP 1' = 1 MILE**

**Approved by Warren County on: \_\_\_\_\_**

Beginning at point (1) on 'SR 1210, at its intersection with SR 1209; thence in a southeasterly direction to point (2) at the intersection of SR 1213 and SR 1229, including all property on SR 1245, SR 1215, SR 1214 and SR 1229, between this and the preceding point; thence in a southeasterly direction to point (3) on US highway 1, .4 mile north of its intersection with SR 1319; thence in a easterly direction to point (4) on SR 1305, 1.6 miles north of SR 1320; thence in a southeasterly direction to point (5) at the intersection of SR 1333 and US Highway 158; thence in a westerly direction to point (6) at the intersection of SR 1305 and US Highway 158, including all property on the north side of US Highway 158, between this and the preceding point; thence in a southwesterly direction to point (7) on SR 1323, .4 mile west of its intersection with SR 1305; thence in a southwesterly direction to point (8) on US highway 401, .5 mile southeast of its intersection with SR 1109; thence in a northwesterly direction to point (9) on SR 1109, .1 mile north of its intersection with SR 1107; thence in a northwesterly direction to point (10) at tile intersection of SR 1210 and US Highway 158; thence in a northeasterly direction to point (11) on SR 1232, .4 mile west of its intersection with SR 1231; thence in a northwesterly direction to point (12) on SR 1210, .2 mile south of its intersection with SR 1231; thence in a northwesterly direction to point (13) on US Interstate 85, .8 mile southwest of its intersection with SR 1210; thence in a northerly direction to point (14) on SR 1217, .8 mile west of its intersection with SR 1210; thence in a northeasterly direction to point (15) on SR 1208, .2 mile south of its intersection with SR 1209; thence in a easterly direction to point (1), the beginning, excluding all property on SR 1209.

**NOTE:** This description describes an area of Warren County pursuant to General Statutes 153A-233A for Insurance Grading Purposes Only.

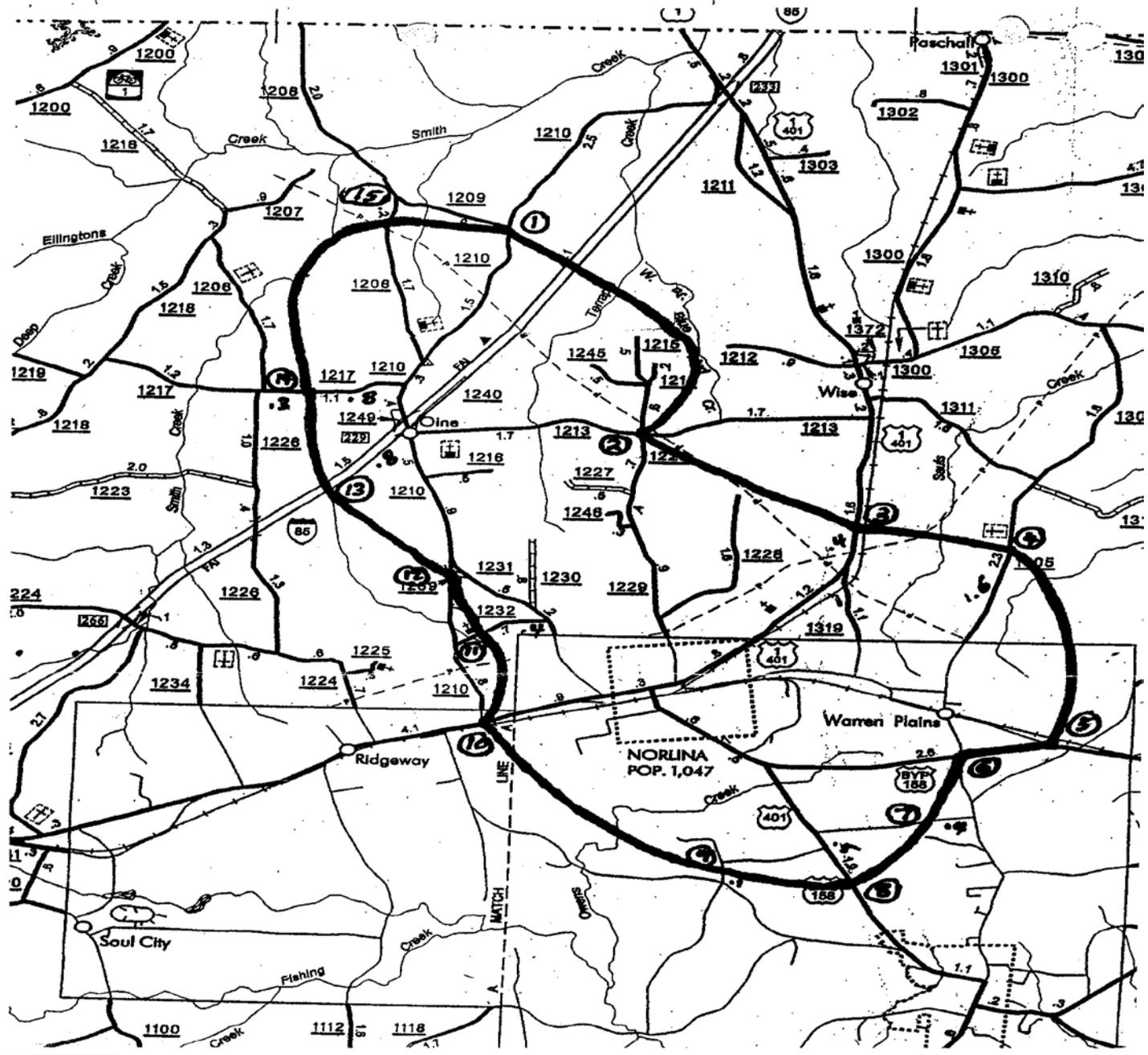
**NOTE:** Point 1 is an adjoining point with Palmer Springs Fire Insurance District.

**NOTE:** Points 1, 2, 3, and 4 are adjoining points with Hawtree Fire Insurance District.

**NOTE:** Points 5, 6, 7, 8, and 9 are adjoining points with with Central Warren Fire Insurance District.

**NOTE:** Points 10, 11, 12, 13, and 14 are adjoining points with Ridgeway Fire Insurance District.

**NOTE:** Points 1 and 15 are adjoining points with Palmer Springs Fire Insurance District.



**SUBJECT:**                    **Revise Contract with Norlina Volunteer Fire Department for Fire Protection Services**

**REQUESTED BY:**        **Dennis Paschall, Interim Emergency Services Director**

**SUMMARY:**                **Revised “Contract for Fire Protection Services” is submitted to correct Fire Department name to Norlina Volunteer Fire Department, Inc. due to recent incorporation of the department.**

**FUNDING SOURCE:**

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

**FOLLOW-UP REQUIRED:**

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

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**NOTES:**

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*Norlina Volunteer Fire Department, Inc.*

*Serving Town of Norlina and the Smith Creek Fire District*

*P.O. Box 606, Norlina, NC 27563*

*Phone (252)-456-3650*

*Fax (252)-456-3650*

*June 24, 2010*

*Linda T. Worth*

*P.O. Box 619*

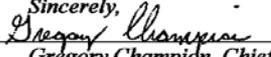
*Warrenton, NC 27589*

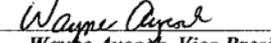
*Dear Mrs. Worth,*

*The Norlina Volunteer Fire Department is working towards the separation from the Town of Norlina effective July 1, 2010 and becoming a non-profit corporation as Norlina Volunteer Fire Department, Inc as approved within the Articles of Incorporation..*

*The department had been in discussion with the previous Fire Marshall in regards to validation of the contracts in place since 2007 between the Norlina Volunteer Fire Department and the County of Warren. Subsequently the contracts were sent to the Office of State Fire Marshall for review by that Department. The Office of State Fire Marshall has highly recommended the contracts to be updated with the appropriate signatures between the Incorporated Fire Department and the County of Warren to address the liability concerns that could arise from within the current contracts in place since 2007. In addition, the Office of State Fire Marshall has advised the Resolution for Approval of Insurance District Boundaries adopted March 8, 2004 need to be corrected from Norlina Fire Insurance District to reflect the proper name of the district as Smith Creek Fire Insurance District.*

*Thank you for your attention to this matter and I look forward to your response in the near future. I can be contacted at my cell phone number 252-226-6151 to further discuss this matter.*

*Sincerely,*  
  
Gregory Champion, Chief

  
Wayne Aycock, Vice President

*Cc: Dennis Paschall  
Interim Emergency Services Director*



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



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

Emergency  
911  
(252) 257-3456

TO: Linda T. Worth, County Manager

FROM: Dennis M. Paschall, Interim Emergency Services Director *DMP*

DATE: June 24, 2010

REF: Norlina Volunteer Fire Department, Inc.

The Norlina Volunteer Fire Department is in the process of separation as a Department under the auspices of the Town of Norlina to become an independent private non-profit corporation known as Norlina Volunteer Fire Department, Inc. effective July 1, 2010. After review of current contracts between the County of Warren and Norlina Volunteer Fire Department and consultations with the State Fire Marshall's Office, I recommend the following action to be considered for approval at the Warren County Board of Commissioners meeting on July 6, 2010:

The proper name of the non-profit corporation addressed within the contracts and the appropriated signatures to be obtained for a binding contract between both parties.

In addition, the State Fire Marshall's Office has noted an error in the Resolution for Approval of Insurance Boundaries as approved by the Board of County Commissioners dated March 8, 2004 that will require a correction. The resolution needs to clarify the proper name of the fire district as Smith Creek Fire Insurance District and not as Norlina Fire Insurance District.

Thank you for your attention to this matter. If I can be of further assistance please let me know.

**STATE OF NORTH CAROLINA  
CONTRACT FOR FIRE PROTECTION SERVICES IN TAX DISTRICT  
COUNTY OF WARREN**

**THIS CONTRACT**, made and entered into this July 1, 2010, by and between the **COUNTY OF WARREN**, a body politic and corporate of the State of North Carolina, hereinafter referred to as the **COUNTY**, party of the first part, and the **Norlina Volunteer Fire Department, Inc.** a private non-profit corporation incorporated under the laws of North Carolina, with principal offices in Warren County, North Carolina, hereinafter referred to as the **FIRE DEPARTMENT**, party of the second part;

**WITNESSETH**

**WHEREAS**, Fire Protection Service Districts have been duly and properly created in Warren County under the provisions of North Carolina General Statutes NCGS Chapter 69, Article 3A, in order to provide fire protection services to areas encompassed by such districts;

**WHEREAS**, within each Fire Protection Service District, the Board of County Commissioners have designated one or more areas of responsibility (each hereinafter referred to as **FIRE SERVICE DISTRICTS**), each of which is intended to be served by one Fire Department;

**WHEREAS**, Board of County Commissioners, under the provisions of NCGS Section 69-25.5, may provide fire protection services in rural fire protection districts by contract with one or more private non-profit volunteer fire departments and desires to enter into a continuing contract under the provisions of NCGS Section 153A-13, with the **FIRE DEPARTMENT** to provide fire protection services in the **FIRE SERVICE DISTRICT** identified in said contract;

**WHEREAS**, the Board of County Commissioners of the **COUNTY** is authorized and directed under the provisions of NCGS Section 69-25.4, to levy and collect taxes from year-to-year in each Rural Fire Protection District in such amount as it may deem necessary, not exceeding Fifteen (15) Cents on each One Hundred Dollars (\$100) valuation of property in said Districts, and shall keep and administer the same in a separate and special trust fund (hereinafter the Trust Fund) to be used only for furnishing fire protection services within the **FIRE DISTRICTS**;

**WHEREAS**, the Board of County Commissioners is vested by NCGS Section 69-25.4 with discretion as to which rate of tax to levy within the Fire Protection Service Districts and, in accordance with the provisions of NCGS Section 159-14, must set that rate based on an annual budget estimate setting forth the monetary requirements for providing fire protection services that year in the **FIRE SERVICE DISTRICTS**;

**WHEREAS**, the Board of County Commissioners of the County, also acting pursuant to NCGS Section 159-14, as the governing body of each Fire Protection Service District, must adopt an annual budget ordinance appropriating tax monies levied and collected from the Districts and authorizing transfers and expenditures from the Trust Fund only for fire protection services in the **FIRE DISTRICTS** as specified in the continuing contracts; and

**WHEREAS**, the **COUNTY** desires to standardize its contractual arrangements with all rural volunteer fire departments in the **COUNTY**;

**NOW THEREFORE**, in consideration of the mutual promises and agreements herein contained and the mutual benefits to be derived there from, the parties hereto promise and agree as follows:

**I.**

The FIRE DEPARTMENT promises and agrees as follows:

1. *Scope of Service:*

**A. Territorial Responsibility:** The FIRE DEPARTMENT shall provide the foregoing services within the boundaries of the **SMITH CREEK FIRE SERVICE DISTRICT** as defined in the map of the FIRE SERVICE DISTRICT on file with the county.

**B. Service Responsibility:**

- (1) The primary responsibility of the FIRE DEPARTMENT shall be to furnish adequate fire protection as determined by the North Carolina Department of Insurance (Division of Fire and Rescue Services), other pertinent federal, state, and local laws and regulations, and this contract for all persons and property located within its area of responsibility.
- (2) The FIRE DEPARTMENT shall participate, within the limits of its personnel and equipment resources and capabilities and with deference to its primary responsibility, in any county-wide, inter-county or county-municipality mutual aid entered into by the COUNTY under the conditions set forth below.
- (3) The FIRE DEPARTMENT upon request from state or local government shall remove debris from the travel portion of the roadway to the shoulder or adjacent area to allow for passage of emergency equipment.

**C. Facilities, Equipment, and Personnel:** The FIRE DEPARTMENT shall provide all facilities, equipment, and personnel necessary to furnish fire protection services as herein above required.

**D. Standards of Performance:** The FIRE DEPARTMENT shall furnish fire protection services in a professional, efficient, and workmanlike manner, in particular so as to meet the requirements of and comply with the rules and regulations of the North Carolina Insurance Rating Bureau and other pertinent federal, state, and COUNTY laws, regulations and standards.

**E. Use of Funds Provided:** The FIRE DEPARTMENT shall hold and use tax monies received under the provisions of this Contract and any property acquired with such monies solely and exclusively to provide the fire protection services set forth above. Such use encompasses payment of any necessary and lawful fire protection expense including payment of principal and interest in satisfaction of any indebtedness incurred in acquisition of facilities and equipment.

**F. Training:** The FIRE DEPARTMENT shall be responsible for the training of all its personnel in accordance with the rules and regulations of North Carolina Insurance Rating Bureau and other pertinent federal, state, and COUNTY laws and regulations or otherwise with commonly accepted professional standards, to qualify such personnel to perform the services required by this contract.

- G. *Association Requirements:* The FIRE DEPARTMENT will be required, annually, to join and become a member in good standing with the Warren County Fireman's Association. The fire department will be required to attend and to participate in the Warren county Fireman's Association Meetings. The FIRE DEPARTMENT will be required to attend a minimum of six (6) Warren county Fireman Association meetings.
2. *Incorporation:* The FIRE DEPARTMENT, during the period of this Contract is in effect, shall remain incorporated, and do business as a private non-profit corporation under the provisions of the North Carolina Non-Profit Corporation Act. A true copy of the Articles of Incorporation, existing By-Laws, and any changes made from time-to-time to either will be filed with the COUNTY. The FIRE DEPARTMENT will adopt By-Laws, which meet all minimum legal requirements of said Act.
3. *Budget Estimates:* Not later than the last business day of March each year, the FIRE DEPARTMENT shall transmit to the Board of Commissioners of the COUNTY a budget estimate, approved by the districts FIRE SERVICE TAX BOARD, containing financial needs of the FIRE DEPARTMENT for the fiscal year commencing the 1<sup>st</sup> day of July next following, to the extent that such financial requirements are to be satisfied out of FIRE SERVICE DISTRICT tax revenues.
4. *Accounting:*
- A. *Records:* The FIRE DEPARTMENT shall establish and maintain records and accounts and monies entrusted to it under the provisions of this Contract and expenditures there from in accordance with generally accepted accounting principles.
- B. *Annual Audit:* The FIRE DEPARTMENT will present to the Board of Commissioners of the COUNTY an annual audit which shall be in conformity with existing audit policies of the COUNTY.
- C. *Inspections:* The COUNTY, or their representatives, may inspect all records and accounts which the FIRE DEPARTMENT is required to establish and maintain under the provisions of this contract and may make such inspections at any reasonable time.

## II.

The COUNTY promises and agrees as follows:

1. *FIRE DISTRICT Budget Ordinance:* Not later than the 1<sup>st</sup> day of July of each year this Contract is in effect the Board of Commissioners of the COUNTY, acting as the governing body of the FIRE SERVICE DISTRICT, shall adopt a budget ordinance for said FIRE SERVICE DISTRICT in which sufficient monies will be appropriated to provide fire protection services for said district in accordance with this agreement. The budget ordinance shall be in a form and subject to the directions and limitations prescribed or provided in NCGS Section 159-13.
2. *Levy and Collection of Taxes:* Not later than the 1<sup>st</sup> day of July of each year this Contract is

in effect, the COUNTY will determine, within the limits prescribed by law, what rate of special ad valorem tax it will levy against property in the FIRE SERVICE DISTRICT. In prescribing such rate the COUNTY shall consider the budget estimates of fiscal requirements submitted by the fire department, the recommendations of the district FIRE SERVICE TAX BOARD, and the tax basis of the FIRE SERVICE DISTRICT. Upon approval of the budget ordinance for the FIRE SERVICE DISTRICT as heretofore provided, the COUNTY shall levy and collect a special ad valorem tax in such District as provided by law.

3. *Payment of FIRE DEPARTMENT*; Annually, as requested by the FIRE DEPARTMENT, commencing the 1<sup>st</sup> day of July of each year, to the extent special FIRE SERVICE DISTRICT tax revenues have been collected and appropriated in the FIRE SERVICE DISTRICT Budget Ordinance, but no less frequently than once per month, the county shall pay over to the FIRE DEPARTMENT the monies contained in the Trust Fund or sub-fund established for the area of responsibility of FIRE DEPARTMENT.
4. *General Fund Monies*: In consideration for the FIRE DEPARTMENT agreement to:
  - A. provide mutual aid
  - B. protect public and private non-tax paying property, and
  - C. will remove debris from the travel portion of the roadways, the COUNTY agrees to pay the sum of \$20,500.00 to the FIRE DEPARTMENT in 12 monthly payments.

### III.

The COUNTY and FIRE DEPARTMENT mutually agree as follows:

1. *Duration*: This Contract shall be valid and effective from July 1, 2010 until June 30, 2013 and continue in effect until superseded by a new agreement or until terminated as herein provided.
2. *Amendment*: This Contract may be amended only by mutual agreement of the parties in a written addendum hereto, except that in the event a provision of the Contract becomes inconsistent with any state or local law duly and properly enacted hereafter, then and in the event only, such provision shall be deemed by both parties hereto to be amended to conform with such state or local law without necessity of any further action by either party.
3. *Termination*:
  - A. *For Cause*: At any time during the period of this Contract is in effect, either party may terminate this Contract for cause upon breach of or failure to perform said Contract on the part of the other party; such termination becomes effective on the date of such breach or failure to perform, provided that the aggrieved party within the reasonable time after such breach or failure to perform, shall provide written notice specifying such breach or failure to perform and allow the party at fault thirty (30) days within which to cure or correct such breach or failure to perform. In the event the breach or failure to perform is

cured or corrected within such period, the Contract shall continue in effect as though such breach or failure to perform had not occurred; in the event there is no cure or correction of such breach or failure to perform within the prescribed time, the Contract shall terminate as heretofore provided.

- B. *Superseded:* In the event, this Contract is superseded by a new agreement executed in writing between the parties, this contract is forthwith terminated.
- C. *Non-appropriation:* In the event, for reasons beyond the control of the Board of Commissioners of the COUNTY or within the lawful legislative discretion of said Board, special ad valorem property taxes are not levied in the FIRE SERVICE DISTRICT or tax revenues are not appropriated for the FIRE SERVICE DISTRICT Budget Ordinance for any forthcoming fiscal year in which this agreement is to be in effect, this agreement is terminated as of the end of the fiscal year next preceding such forthcoming fiscal year.
- D. *By Either Party:* This contract may be terminated by either party at the end of any fiscal year by giving 180 days written notice of its intent to so terminate to the other party by registered or certified mail.

**IN TESTIMONY WHEREOF**, on the date and year first above written, the COUNTY has caused this instrument to be executed by the Chairman of the Board of Commissioners of the COUNTY and attested by the Clerk to said Board, and the FIRE DEPARTMENT has caused this instrument to be signed in its name by its Chairman, attested by its Secretary, and its corporate seal hereto affixed, all by order of its Board of Directors duly given.

ATTEST:       **Fire Department**

\_\_\_\_\_  
By President

\_\_\_\_\_  
By Secretary

ATTEST:       **Warren County**

\_\_\_\_\_  
By Chairman - Board of Commissioners

\_\_\_\_\_  
By Clerk to the Board

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



6-23-10

**SUBJECT: Revise Contract for Medical First Responder Service – Norlina Volunteer Fire Department, Inc.**

**REQUESTED BY: Dennis Paschall, Interim Emergency Services Director**

**SUMMARY: Revised “Contract for Medical First Responder Service” is submitted to correct Fire Department name to Norlina Volunteer Fire Department, Inc. due to recent incorporation of the department.**

**FUNDING SOURCE:**

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

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

**Recommend approval.**

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**NOTES:**

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SUPPLEMENT TO  
CONTRACT FOR FIRE PROTECTION SERVICES IN TAX  
DISTRICT  
COUNTY OF WARREN

**CONTRACT FOR MEDICAL FIRST RESPONDER  
SERVICE**

**THIS SUPPLEMENTAL CONTRACT**, made and entered into this 1<sup>st</sup> day of July, 2010, by and between the **COUNTY OF WARREN**, a body politic and corporate of the State of North Carolina, hereinafter referred to as the **COUNTY**, party of the first part, and the **NORLINA VOLUNTEER FIRE DEPARTMENT, INC.**, a private non-profit corporation incorporated under the laws of North Carolina, with principal offices in Warren County, North Carolina, hereinafter referred to as the **FIRE DEPARTMENT**, party of the second part;

**WITNESSETH**

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The **FIRE DEPARTMENT** agrees to furnish and provide continuing medical first responder service to persons within its Service Area by dispatching upon call of any person within the said Service Area equipment and adequate personnel to operate the same upon availability, following protocol established by Warren County EMS.
2. The **COUNTY** agrees to make payment to the **FIRE DEPARTMENT** in the amount of \$2,000 paid in one annual lump sum.
3. This contract shall be valid and effective from July 1, 2010 until June 30, 2013 and continue in effect until superseded by a new agreement or until terminated as herein provided.
4. This contract may be extended or terminated under the same provisions as stated in the **CONTRACT FOR FIRE PROTECTION SERVICES IN TAX DISTRICT** to which this supplement attaches.

In witness whereof the County of Warren has caused these presents to be signed in its name by its Chairman and attested by its Clerk, and **Norlina Volunteer Fire Department, Inc.**, has caused these presents to be signed in its name by its President and attested by its Secretary.

*Attest:*

**Fire Department**

This \_\_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
By: President

\_\_\_\_\_  
Secretary

*Attest:*

**Warren County**

This \_\_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
By: Chairman - Board of Commissioners

\_\_\_\_\_  
Clerk to the Board

This instrument has been preaudited in the  
manner required by the Local Government Budget  
and Fiscal Code

  
6-23-10

**Meeting Date: July 6, 2010**

**Item # 12-D**

**SUBJECT: Contract for “Medical First Responder Service” – Inez Volunteer Fire Department**

**REQUESTED BY: Dennis Paschall, Interim Emergency Services Director**

**SUMMARY: Contract for “Medical First Responder Service” with Inez Volunteer Fire Department is submitted for approval.**

**FUNDING SOURCE: General Fund Budget**

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

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

**Recommend approval.**

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**NOTES:**

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**SUPPLEMENT TO  
CONTRACT FOR FIRE PROTECTION SERVICES IN TAX  
DISTRICT  
COUNTY OF WARREN**

**CONTRACT FOR MEDICAL FIRST RESPONDER SERVICE**

**THIS SUPPLEMENTAL CONTRACT**, made and entered into this 1<sup>st</sup> day of July, 2010 by and between the **COUNTY OF WARREN**, a body politic and corporate of the State of North Carolina, hereinafter referred to as the **COUNTY**, party of the first part, and the **Inez** Volunteer Fire Department, a private non-profit corporation incorporated under the laws of North Carolina, with principal offices in Warren County, North Carolina, hereinafter referred to as the **FIRE DEPARTMENT**, party of the second part;

**WITNESSETH**

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The **FIRE DEPARTMENT** agrees to furnish and provide continuing medical first responder service to persons within its Service Area by dispatching upon call of any person within the said Service Area equipment and adequate personnel to operate the same upon availability, following protocol established by Warren County EMS.
2. The **COUNTY** agrees to make payment to the **FIRE DEPARTMENT** in the amount of \$ 2,000.00 paid in one annual lump sum.
3. This contract shall be valid and effective from July 1, 2010 until June 30, 2011 and continue in effect until superseded by a new agreement or until terminated as herein provided.
4. This contract may be extended or terminated under the same provisions as stated in the **CONTRACT FOR FIRE PROTECTION SERVICES IN TAX DISTRICT** to which this supplement attaches.

In witness whereof the County of Warren has caused these presents to be signed in its name by its Chairman and attested by its Clerk, and **Inez** Volunteer Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

**Attest:**

**Fire Department**

This \_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
By: President

\_\_\_\_\_  
Secretary

**Attest:**

**Warren County**

This \_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
By: Chairman- Board Commissioners

\_\_\_\_\_  
Clerk to the Board

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



6-14-10



**Meeting Date: July 6, 2010**

**Item # 12-E**

**SUBJECT: Contract for ‘Medical First Responder Service’ with Soul City Volunteer Fire Department**

**REQUESTED BY: Dennis Paschall, Interim Emergency Services Director**

**SUMMARY: Contract for “Medical First Responder Service” with Soul City Volunteer Fire Department is submitted for approval.**

**FUNDING SOURCE: General Fund Budget.**

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

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

**Recommend Approval.**

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**NOTES:**

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**SUPPLEMENT TO  
CONTRACT FOR FIRE PROTECTION SERVICES IN TAX  
DISTRICT  
COUNTY OF WARREN**

**CONTRACT FOR MEDICAL FIRST RESPONDER SERVICE**

**THIS SUPPLEMENTAL CONTRACT**, made and entered into this 1<sup>st</sup> day of July, 2010 by and between the **COUNTY OF WARREN**, a body politic and corporate of the State of North Carolina, hereinafter referred to as the **COUNTY**, party of the first part, and the Soul City Volunteer Fire Department, a private non-profit corporation incorporated under the laws of North Carolina, with principal offices in Warren County, North Carolina, hereinafter referred to as the **FIRE DEPARTMENT**, party of the second part;

**WITNESSETH**

That for and in consideration of the mutual covenants hereinafter contained, and pursuant to authority granted by G.S. 153A-233, do hereby covenant and agree as follows:

1. The **FIRE DEPARTMENT** agrees to furnish and provide continuing medical first responder service to persons within its Service Area by dispatching upon call of any person within the said Service Area equipment and adequate personnel to operate the same upon availability, following protocol established by Warren County EMS.
2. The **COUNTY** agrees to make payment to the **FIRE DEPARTMENT** in the amount of \$ 2,000.00 paid in one annual lump sum.
3. This contract shall be valid and effective from July 1, 2010 until June 30, 2011 and continue in effect until superseded by a new agreement or until terminated as herein provided.
4. This contract may be extended or terminated under the same provisions as stated in the **CONTRACT FOR FIRE PROTECTION SERVICES IN TAX DISTRICT** to which this supplement attaches.

In witness whereof the County of Warren has caused these presents to be signed in its name by its Chairman and attested by its Clerk, and Soul City Volunteer Fire Department has caused these presents to be signed in its name by its President and attested by its Secretary.

**Attest:**

This \_\_\_\_ day of \_\_\_\_\_, 2010

**Fire Department**

\_\_\_\_\_  
By: President

\_\_\_\_\_  
Secretary

**Attest:**

This \_\_\_\_ day of \_\_\_\_\_, 2010

**Warren County**

\_\_\_\_\_  
By: Chairman- Board Commissioners

\_\_\_\_\_  
Clerk to the Board

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

  
6-14-10

**SUBJECT:** Award Bid for Senior Center Nutrition Program

**REQUESTED BY:** Arnetta Yancey, Director Warren County Senior Center

**SUMMARY:** Bids were received for above referenced as follows:

	<u>Congregate Meals</u>	<u>Home-Delivered Meals</u>
Southern City Steak & Seafood House	4.99 (+7.75% tax)	5.50 (+7.75% tax)
* Warren County Schools Nutrition Program	4.25	4.25 * Recommended

**FUNDING SOURCE:** Home & Community Care Block Grant

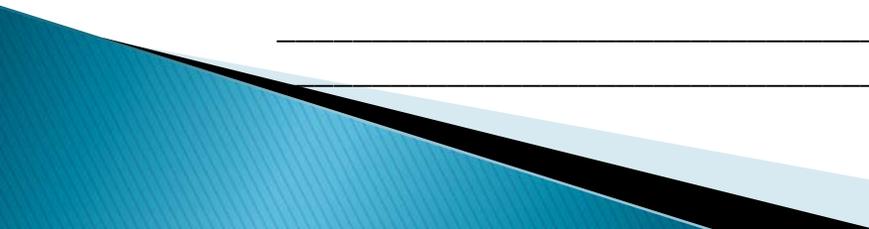
**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

**Recommend bid award to Warren County Schools Nutrition Program and approval of contract for same.**

**NOTES:**



COUNTY: WARREN

PROJECT NAME: SENIOR CENTER NUTRITION PROGRAM

**BID TABULATION**

DATE: JUNE 24, 2010

COST #1  
CONGREGATE MEALS

COST #2  
HOME DELIVERED MEALS

CONTRACTOR/COMPANY NAME	BID AMOUNT	BID AMOUNT
Southern City Steaks Seafood House	<del>5.38</del>	5.93
Warren County Schools	4.25	4.25

Awarded to: Warren County Schools

PRESENT AT OPENING:  
 Arnetta Yancey  
 Angelena Kearney-Dunlap

REMARKS:  
 Leticia J. Watson 6/24/10



**Warren County Senior Center**

*Arnetta Yancey, Director*

*ayancey@co.warren.nc.us*

*435 West Franklin Street*

*Warrenton, NC 27589*

Phone: (252) 257-3111

Fax: (252) 257-0154

To: Warren County Board of Commissioners , Warren County  
Manager, and Clerk to the Board of Commissioners

From: Arnetta M. Yancey, Director

Date: 6/25/2010

Re: Award Bid for Warren County Senior Center Nutrition Program

Bids were received for the Warren County Senior Center Nutrition Program and opened on Thursday, June 24, 2010 at 10:00 a.m. It is submitted to award bid to Warren County Schools Nutrition Program and approve contract between Warren County and Warren County Schools Nutrition Program

Company	Congregate Meals	Home-Delivered Meals
Southern City Steak & Seafood House	4.99 + 7.75% tax = \$5.38	5.50 + 7.75% tax = \$5.93
Warren County Nutrition Program	\$4.25	\$4.25

NORTH CAROLINA  
WARREN COUNTY

I, Janie Miller,  
Editor or Office Manager of The Warren  
Record, a weekly newspaper publication  
in the town of Warrenton, Warren  
County, and state of North Carolina, do  
so solemnly swear that a legal action  
entitled:

Public notice  
for bids. Warren  
Co. Senior Center.

a true copy of which is made a part of  
this affidavit, did appear in the said The  
Warren Record in the following  
consecutive issues:

\_\_\_\_\_  
\_\_\_\_\_  
6/16 2010  
Janie Miller  
Editor or Office Manager

Sworn to and subscribed before me this  
23 day of June, 2010.  
Lucille Lee Weldon  
Notary Public  
My commission expires: 12-6-14.

**Public Notice**  
**Advertisement and Notice for Bids**  
Notice is hereby given that Warren County will accept bid proposals  
for the Warren County Senior Center Meal Programs until 10:00  
a.m. on Thursday, June 24, 2010 at the Warren County Manager's  
Office, 105 S. Front St., Warrenton, NC 27589.  
Procedures for submitting a sealed bid and other pertinent  
information can be obtained from Arnetta Yancey, Senior Center  
Director: Monday thru Friday, 8:30 a.m. - 5:00 p.m., at the Warren  
County Senior Center, 435 W. Franklin St., Warrenton, NC 27589,  
252-257-3111, or by email to [ayancey@co.warren.nc.us](mailto:ayancey@co.warren.nc.us).  
The Warren County Senior Center Meal Program is a part of the Title  
III Older Americans Act, Home and Community Care Block Grant,  
Congregate Nutrition and Home Delivered Meals Nutrition Program.  
Participation by minority and women-owned businesses is  
encouraged. The County reserves the right to reject any and all bids.



**Senior  
Center  
Nutrition  
Program  
Contract  
provided in  
separate  
E-mail.**

**Meeting Date: July 6, 2010**

**Item # 14-A**

**SUBJECT: Personnel Matters**

**REQUESTED BY: Elgin Lane, Human Resources Manager**

**FUNDING SOURCE: 2010-2011 Local Salary Plan presented for Board's review and approval.**

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

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

**Recommend approval.**

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**NOTES:**

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**WARREN COUNTY  
HUMAN RESOURCES DEPARTMENT**

P.O. Box 619  
Warrenton, NC 27589  
**Elgin J. Lane**  
*Human Resources Manager*  
elane@co.warren.nc.us

Telephone:  
252-257-7132

Fax:  
252-257-5971

www.warrencountync.com

**MEMORANDUM**

**TO:** Warren County Board of Commissioners  
**FROM:** *Elgin J. Lane*  
Elgin J. Lane, Human Resources Manager  
**DATE:** July 1, 2010  
**RE:** Local Salary Plan Reporting Package

I am requesting that the Board consider and approve the 2010-11 local salary plan reporting package which includes the following:

- 2010-11 Salary Plan Reporting Form.
- 2010-11 Local Pay Plan with Warren County's class titles, minimum, maximum, and average salaries that are comparable to the State of North Carolina's class titles.
- Job Classification Schedule Effective July 1, 2010.

Positions in Health and Social Services Departments are subject to the State Personnel Act. Although the County can establish the salary ranges for jobs that are subject to the State Personnel Act, the North Carolina Office of State Personnel must review the County's pay plan to ensure that the County maintains specified grade differences between levels that are within the same class (i.e. Social Worker I, Social Worker II, and Social Worker III). The specified grade difference between the County classes must correlate to the grade differences in the State classes for comparable class titles.

Thanks in advance for your consideration and approval.

**2010-2011 Local Salary Plan  
has been provided under separate e-mail.**



**Meeting Date: July 6, 2010**

**Item # 14-B**

**SUBJECT: Personnel Matters**

**REQUESTED BY: Elgin Lane, Human Resources Manager**

**SUMMARY: It is presented to approve submission of 2010-2011 Office of State Personnel Salary Plan and Reporting Form.**

**FUNDING SOURCE:**

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

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

**Recommend approval.**

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**NOTES:**

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**2010-2011 Local Salary Plan & Reporting Form  
provided under separate e-mail.**



**Meeting Date: July 6, 2010**

**Item # 15**

**SUBJECT: Gang Assessment Grant Memoranda of Understanding (MOU)**

**REQUESTED BY: Gang Assessment Steering Committee**

**SUMMARY: It is presented per mandate from Department of Juvenile Justice & Delinquency Prevention (DJJDP) for Board of Commissioners to enter into MOU relative to ongoing commitment to Warren County Gang Assessment activities.**

**FUNDING SOURCE: Gang Assessment Grant \$12,350**

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

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

**Recommend approval.**

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**NOTES:**

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**Warren County  
Gang Assessment Committee  
Memoranda of Understanding (MOU)  
For Participating Agency in the Assessment**

\_\_\_\_\_  
**Warren County Board of Commissioners**

As part of our participation in this assessment the above mentioned agency/organization will do the following.

- \_\_\_\_\_
- \_\_\_\_\_.
- \_\_\_\_\_.
- \_\_\_\_\_.
- Provide aggregate information to the Assessment Team and the Steering Committee.
- Collaborate with other agencies in the sharing of data as appropriate.

Linda T. Worth, Warren County Manager shall serve on the Steering Committee and Angelena Kearney-Dunlap, Clerk to the Board of Commissioners shall serve as alternate to above named; designated member will attend meetings on a regular basis (alternate will attend in members absence).

Signed \_\_\_\_\_  
**Authorized Agency Director**

\_\_\_\_\_  
**Signature of Member**

\_\_\_\_\_  
**Signature of Alternate**

Draft #1  
FOR IMMEDIATE RELEASE

## Warren County Awarded Gang Assessment Grant

The Office of Juvenile Justice and Delinquency Prevention (OJJDP) has awarded Warren County \$12,350 to conduct a county wide gang assessment. These provisions were made available through federal stimulus funds and administered through Warren County's Juvenile Crime Prevention Council (JCPC). Warren County, along with 69 other counties in North Carolina, was awarded funds in order to appraise the gang situation in their respective counties. It is expected that eventually all 100 North Carolina counties will complete these assessments.

The assessment process is considered phase 1 of a 2-phase project. The first phase's assessment results will define the scope of gang issues in the county. The second phase will use the information gained in the assessment to focus on creating targeted initiatives and coordinating those already existing in an effort to direct young people away from gang activity and toward positive alternatives. One longer term goal is to eliminate a favorable environment for gang activity driven by and focusing on, individual and collective community accountability.

Research has consistently shown that gang concerns differ among and within communities (Howell, 1998). Unless communities explore and clearly understand the nature and scope of their gang issues, they cannot begin to respond effectively or efficiently to the problem. Specific goals of the gang assessment are to:

- Identify the most serious and prevalent gang-related concerns.
- Determine potential factors contributing to gang involvement and activity.
- Identify target group(s) for prevention, intervention, and suppression efforts.
- Shape community mobilization efforts and identify community members who should be involved.
- Identify various organizational or systems issues that must be addressed to have a long term effect on gang-related concerns.
- Identify current efforts (resources, programs etc.) that address gangs and youth at risk of gang involvement.

The Warren County Gang Assessment project officially began in May with the formation of an oversight Steering Committee chaired by William A. Kearney, Assistant Pastor and Youth Ministry Coordinator at Coley Springs Baptist Church. The committee consists of a countywide representation of community leaders, elected officials, law enforcement, schools, business interests, service providers, and citizen-volunteers. An Assessment Work Group responsible for obtaining data, from which the final assessment report will be drafted, has been established. The Work Group is looking for community members to serve on this committee.

Due to the scope of the project as well as the large amount of data to be gathered through the assessment process, the county has partnered with UNC School of Government to compile data and coordinate the work needed to conduct the assessment and have it finished by an expected completion date of September 30, 2010. For more information on how you may participate in this effort, please contact the Warren County Manager's Office 252-257-3115.

**Meeting Date: July 6, 2010**

**Item # 16-A**

**SUBJECT: Contracts Approved by County Manager**

**REQUESTED BY: Linda T. Worth, Warren County Manager**

**SUMMARY: County Manager has been granted authorization to approve contracts up to but not to exceed \$50,000. Submitted for Board's information.**

**FUNDING SOURCE: General Fund and Federal Reimbursement**

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

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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**County Manager approved Contracts submitted for Board's information have been provided under a separate E-mail.**



**Meeting Date: July 6, 2010**

**Item # 16-B**

**SUBJECT: County Manager's Report**

**REQUESTED BY: Linda T. Worth, Warren County Manager**

**SUMMARY: County Manager's Report of activities for June, 2010 is presented for the Board's review and approval.**

**FUNDING SOURCE:**

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

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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## MEMORANDUM

**TO:** Warren County Board of Commissioners

**FROM:** Linda T. Worth, County Manager *LTW*

**DATE:** June 29, 2010

**RE:** June Status Report

Following is a recap of my work activities for the month of June 2010:

### Administration

- Met with the Noise Control Ordinance Review Committee (6/2/10)
- Met with Carla Norwood to discuss projects of interest for Warren County (6/3/10)
- Met with Paul Kearney, of NWTSA Alumni Association, to discuss that organization's interest in being involved in projects to help better Warren County (6/3/10)
- Prepared for and attended Board of County Commissioners regular monthly meeting (6/7/10)
- Met with Finance Director to discuss suggested changes made by the BOC to the FY 11 budget in preparation of 6/17/10 Budget Work Session (6/10/10)
- Prepared for and attended Board of County Commissioners Budget Public Hearing (6/14/10)
- Met with Ken Krulik, Planning/Zoning Administrator, to discuss status of Abandoned Manufactured Home Program (6/16/10)
- Prepared for an attended Board of County Commissioners Budget Work Session (6/17/10)
- Attended Triangle North Advisory Board Meeting (6/22/10)
- Prepared for and attended Board of County Commissioners Special Meeting for FY 11 Budget Adoption (6/22/10)
- Attended Planning Meeting for Warren County Chamber of Commerce's "Warren County Women in Business Event" (6/23/10)
- Conducted monthly Department Heads Meeting (6/24/10)

### Project Updates

#### Construction/Renovation Projects

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

This project is approximately 100% complete at this time and awaiting final Certificate of Occupancy from Code Enforcement. The Buildings & Grounds Department is planning to move the Tax Administrator's Office to their new location on July 7<sup>th</sup>. No work has begun on the former Mental Health Building renovation project.

#### EMS Satellite Facilities

Grading has been finalized, concrete footings have been poured, masonry work has been completed, rough-in plumbing has been installed and framing has been completed at the Afton EMS facility. This facility is approximately 40% complete at this time. The Davis-Bugg Road EMS site has been cleared in preparation for site improvements.

#### Soul City Pump Station Rehab Project

This project is approximately 90% complete at this time. We anticipate substantial completion of this project on or before 7/13/10.

#### Wastewater Treatment Plant Rehab Project

There have been no new developments with our efforts to obtain funding from the NC Department of Commerce, Division of Community Assistance (DCA) to make critical repairs and upgrades to Warren County's regional wastewater treatment plant that was constructed in the late 1970's. We are continuing to look for other sources of funding for this project including grants and USDA.

#### 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. Work is ongoing on this project which is scheduled to be completed on or before August 4, 2010.

#### CDBG Projects

We have requested and received approval from the Division of Community Assistance to amend the County's CDBG Water Hook-Up Demonstration Project to hook-up four additional homes to the County water system which would result in our exceeding our goal of 18 homes by seven homes. A public hearing on the proposed amendment was held on June 7, 2010. Bids have been solicited and opened to hook-up the four additional homes.

The infrastructure improvements are ongoing in the Ephraim Place Subdivision CDBG Project. This project is anticipated to be completed on or before June 30, 2010 barring any unforeseen circumstances. A meeting was held with a Progress Energy Representative and Cathy Alston-Kearney, Program Administrator, on 6/21/10 to discuss utility installation. Progress Energy has waived a required development fee in the amount of \$6,622 for the four lots that exceed the 15 lot maximum that are allowed without a fee assessment.

#### Other Activities

- Attended Celebrating Teaching & Learning with Technology Program at Northside Elementary School sponsored by the NC Technology Association – Program featured Congressman G. K. Butterfield (6/2/10)
- Attended Warren Co. Memorial Library Family Day at the Library in conjunction with the Smithsonian American Roots Music Exhibit (6/12/10)
- Attended Healthy Carolinians Full Partnership Meeting and Luncheon (6/17/10)
- Guest Speaker for Eaton's Ferry Estates Property Owners Association Annual Meeting (6/26/10)

**Meeting Date: July 6, 2010**

**Item # 17**

**SUBJECT: Parks & Recreation Trust Fund Agreement**

**REQUESTED BY: Richard "Dickie" Williams, Director - Parks & Recreation**

**SUMMARY: Authorize execution of FY 2010-11 NC Parks & Recreation Trust Fund Project Agreement for \$68,495 PARTF, \$68,495 Local funds. Authorize signature of Chairman of the Board.**

**FUNDING SOURCE:**

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

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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STATE OF NORTH CAROLINA  
COUNTY OF WAKE

GRANTEE'S FEDERAL  
IDENTIFICATION  
NUMBER: **\*\*-\*0348**

**North Carolina Parks and Recreation Trust Fund Project Agreement**

Grantee: County of Warren

Project Number: 2010 - 630

Project Title: Magnolia Ernest Recreation Park

Period Covered By This Agreement: 08/01/2010 to 07/31/2013

**Project Scope (Description of Project):** Development including playground, picnic area with amenities, parking lot, horseshoe courts, tennis courts renovation, basketball courts renovation, swimming pool renovation and contingency.

<b>Project Costs:</b>	PARTF Amount	\$ <u>68,495</u>
	Local Government Match	\$ <u>68,495</u>

**Conditions**

The North Carolina Department of Environment and Natural Resources (hereinafter called the "Department") and the the County of Warren (hereinafter referred to as "Grantee") agree to comply with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances described in the North Carolina Parks and Recreation Trust Fund (PARTF) administrative rules and grant application which are hereby by reference made a part of the PARTF grant contract and which are on file with the Division of Parks and Recreation. In addition, the Department and the Grantee agree to comply with the State of North Carolina's Terms and Conditions as listed in Attachment A to this contract.

Now, therefore, the parties hereto do mutually agree as follows:

Upon execution of this grant agreement, the Department hereby promises, in consideration of the promises by the Grantee herein, to obligate to the Grantee the grant amount shown above. The Grantee hereby promises to efficiently and effectively manage the funds in accordance with the approved budget, to promptly complete grant assisted activities described above in a diligent and professional manner within the project period, and to monitor and report work performance.

The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this purpose to the Department.

**Eligible Project Costs and Fiscal Management**

The PARTF grant amount must be matched on at least a dollar-for-dollar basis by the Grantee. To be eligible, project costs must be incurred during the contract period, be documented in the grant application, described in the project scope of this agreement, and initiated and/or undertaken after execution of this agreement by the Grantee and the Department.

PARTF assistance for land acquisition will be based on the fair market value of real property or the sales price, whichever is less. Value must be based upon an independent appraisal by a licensed appraiser holding a general or residential certification from the North Carolina Appraisal Board. The Department shall review the appraisal as to content and valuation. Approval of appraised amounts rests with the Department. The Grantee agrees to begin development on PARTF acquired land within five (5) years of the date this contract is signed by the Department and Grantee in order to allow general public access and use.

Payment shall be made in accordance with the contract documents as described in the Scope of Work (Attachment

B). Payment for work performed will be made upon receipt and approval of invoice(s) from the Grantee documenting the costs incurred in the performance of work under this contract. Invoices may be submitted to the Contract Administrator quarterly. Final invoices must be received by the Department within forty-five (45) days after the end of the contract period or contract completion, whichever occurs first. Accounting records should be based on generally accepted local government accounting standards and principles. Records shall be retained for a period of five (5) years following project completion, except that records shall be retained beyond a five (5) year period if audit findings have not been resolved. All accounting records and supporting documents will clearly show the number of the contract and PARTF project to which they are applicable. The State Auditor shall have access to persons and records as a result of all contracts and grants entered into by state agencies and or political subdivisions in accordance with General Statute 147-64.7.

The Grantee agrees to refund to the Department, subsequent to audit of the project's financial records, and costs disallowed or required to be refunded to the Department on account of audit exceptions.

**Project Execution**

The Grantee may not deviate from the scope of the project without approval of the Department. When one of the conditions in the contract changes, including but not limited to the project scope, a revised estimate of costs, a deletion or additions of items, or need to extend the contract period, the Grantee must submit in writing a request to the Department for approval.

The Grantee shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Department.

In the event the Grantee subcontracts for any or all of the services covered by the contract:

- (a) The Grantee is not relieved of any of the duties and responsibilities provided in this contract;
- (b) The subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards; and,
- (c) The subcontractor agrees to allow state and federal authorized representative's access to any records pertinent to its role as a subcontractor.

In accordance with Executive Order 12549, Debarment and Suspension, 7 CR Part 3017, Section 3017.50, the grantee agrees not to subcontract with any vendors debarred or suspended by the State of North Carolina and shall not knowingly enter into any lower tier covered transactions with a person or vendor who is debarred, suspended or declared ineligible.

The Grantee shall not substitute key personnel assigned to the performance of this contract without prior approval by the Department's Contract Administrator. Dickie Williams is designated by the Grantee as key personnel for purposes of this contract. The Department designates John Poole, PARTF Grant Program Manager as the Contract Administrator for the contract.

Department Contract Administrator	Grantee Contract Administrator
NC Department of Environment and Natural Resources Division of Parks and Recreation Attention: John Poole, Contract Administrator 1515 Mail Service Center Raleigh, NC 27699-1615 Telephone: 919-715-2662 Email: John.Poole@ncdenr.gov	County of Warren Attention: Dickie Williams P.O. Box 835 Warrenton, NC 27589 Telephone: 252-257-2272 Email: dickiewms@yahoo.com

The Grantee agrees to comply with all applicable federal, state and local statutory provisions governing purchasing, construction, land acquisition, fiscal management and the environment including but not limited to the following:

North Carolina Archives and History Act; Prime Agricultural and Forest Lands (N.C. Executive Order #96); North Carolina Executive Order #16; Local Government Budget and Fiscal Control Act (G.S. 159); Formal Contracts, Informal Contracts and Purchasing (G.S. 44A-26, G.S. 58-31 to 58-40, G.S. 87-15, G.S. 133-1.1, G.S. 133-3, G.S. 133 Article 3, G.S. 136-28.4, G.S. 143 Article 3D, G.S. 143-48, and G.S. 143-128 to 143-135); Conflict of Interest (G.S. 14-234); Americans With Disabilities Act of 1990 (P.L. 101-336); N.C. State Building Code; and the North Carolina Environmental Policy Act (G.S. 113A-1 to G.S. 113A-12), Sales Tax Refund (G.S. 105-164.14), and OMB Circular A-87 Cost Principles for Local, State, and Indian Tribal governments.

The Grantee agrees it provides a drug-free workplace in accordance to the requirements of the Drug-Free Workplace Act of 1988, CFR Part 3017.60D.

The Grantee agrees to permit periodic audits and site inspections by the Department to ensure work progress in accordance with the approved project, including a close-out inspection upon project completion. After project completion, the Grantee agrees to conduct grant contract compliance inspections at least once every five (5) years and to submit a Department provided inspection report to the Department.

The Grantee agrees land acquired with PARTF assistance shall be dedicated in perpetuity as a recreation site for the use and benefit of the public, the dedication will be recorded in the deed of said property and the property may not be converted to other than public recreation use without approval of the Department. The Grantee agrees to maintain and manage PARTF assisted development/ renovation projects for public recreation use for a minimum period of twenty-five (25) years after project completion.

The Grantee agrees to operate and maintain the project site so as to appear attractive and inviting to the public, kept in reasonably safe repair and condition, and open for public use at reasonable hours and times of the year, according to the type of facility and area.

The Grantee shall agree to place utility lines developed with PARTF assistance underground.

If the project site is rendered unusable for any reason whatsoever, the Grantee agrees to immediately notify the Department of said conditions and to make repairs, at its own expense, in order to restore use and enjoyment of the project by the public.

The Grantee agrees not to discriminate against any person on the basis of race, sex, color, national origin, age, residency or ability in the use of any property or facility acquired or developed pursuant to this agreement.

The Grantee certifies that it:

- (a) has neither used nor will use any appropriated funds for payment to lobbyists
- (b) will disclose the name, address, payment details, and purposes of any agreement with lobbyists whom Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989
- (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

**Project Termination and Applicant Eligibility**

The Grantee may unilaterally rescind this agreement at anytime prior to the expenditure of funds on the project described in this contract.

If through any cause, the Grantee fails to fulfill in a timely and proper manner the obligations under this contract, the Department shall thereupon have the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reasons thereof. In that event, the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this contract.

Failure by the Grantee to comply with the provisions and conditions set forth in the formal application, PARTF administrative rules and this agreement shall result in the Department declaring the Grantee ineligible for further participation in PARTF, in addition to any other remedies provided by law, until such time as compliance has been obtained to the satisfaction of the Department.  
In witness whereof, the Department and the Grantee have executed the Agreement in duplicate originals, one of which is retained by each of the parties.

<b>COUNTY OF WARREN</b>	
Name of Grantee (Local Government)	Signature of Grantee (Chief Elected Official)
Typed or Printed Name of Official	Title of Official

(Notary Public Completes)

State of North Carolina

County of

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009,

\_\_\_\_\_ personally appeared before me the said named \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument, and he (or she) acknowledged that he (or she) executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

Signature of Notary Public

(Seal Here)



**North Carolina Department of Environment and Natural Resources  
Dee Freeman, Secretary**

By: \_\_\_\_\_ Director, Division of Purchase and Services  
Department Head or Authorized Agent for Secretary Freeman Title

**General Terms and Conditions  
Governmental Entities**

**DEFINITIONS**

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143-6.2(a)(1): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 143-6.2(a)(3): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to

other organizations. Pursuant to N.C.G.S. 143-6.2(b), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

(17) "Sub-grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government" has the meaning in G.S. 143-6.2(a)(2): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

#### Relationships of the Parties

**Independent Contractor:** The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

**Subcontracting:** To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

**Sub-grantees:** The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

**Assignment:** The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment

hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this Contract insures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any third person receiving services or benefits under this Contract is an incidental beneficiary only.

#### Indemnity

**Indemnification:** In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

#### Default and Termination

**Termination by Mutual Consent:** Either party may terminate this agreement upon thirty (30) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services

is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

**Time Records:** The GRANTEE will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

#### Miscellaneous

**Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Time of the Essence:** Time is of the essence in the performance of this Contract.

**Care of Property:** The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Agency. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

**Travel Expenses:** All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

**Sales/Use Tax Refunds:** If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

**Recycled Paper:** The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

**Sovereign Immunity:** The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

**Gratuities, Kickbacks or Contingency Fee(s):** The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

**Lobbying:** The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

**By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32:**

It is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

**Scope of Work****North Carolina Division of Parks and Recreation  
Parks and Recreation Trust Fund – Grants Program for Local Governments**

**Grantee:** County of Warren  
**Title of Project:** Magnolia Ernest Recreation Park  
**Project Number:** 2010 - 630  
**Contract Number:** 3186  
**Amount of Grant:** \$ 68,495  
**Amount of Match:** \$ 68,495  
**Contact Person for Project:** Dickie Williams  
**Title:** Director of Parks and Recreation  
County of Warren  
**Address:**  
P.O. Box 835  
Warrenton, NC 27589  
**Telephone:** 252-257-2272  
**Contact email address:** dickiewms@yahoo.com

**Scope of Project:** Development including playground, picnic area with amenities, parking lot, horseshoe courts, tennis courts renovation, basketball courts renovation, swimming pool renovation and contingency.

**Length of Project:** 36 months (8/1/2010– 7/31/2013)

**Schedule for Reimbursements:** Grantee may submit bills quarterly after a significant portion of work has been completed on the project element(s). Not more than 90% of the grant will be reimbursed until the grantee completes the project elements specified in the grant (refer to detailed budget submitted with grant application).

The County of Warren grant application and support documentation are, by reference, part of the contract. The administrative rules of the N.C. Parks and Recreation Trust Fund are, by reference, a part of the contract.

**Meeting Date: July 6, 2010**

**Item # 18**

**SUBJECT: Schedule Public Hearing**

**REQUESTED BY:**

**SUMMARY: It is presented to schedule a required public hearing to hear citizen comments regarding 2010-2011 Rural Operating Assistance Program.**

**Recommended day and time: Monday, August 2, 2010 at 9:45 am.**

**FUNDING SOURCE:**

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

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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*Adjourn*  
*July 6, 2010 Meeting*

