

# *WARREN COUNTY BOARD OF COMMISSIONERS*

*August 2, 2010*

*9:45 am – ROAP Public Hearing*

*10:00 AM – Regular Meeting*

*WARREN COUNTY MEMORIAL LIBRARY  
WARRENTON, NORTH CAROLINA*

*Prepared by*

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

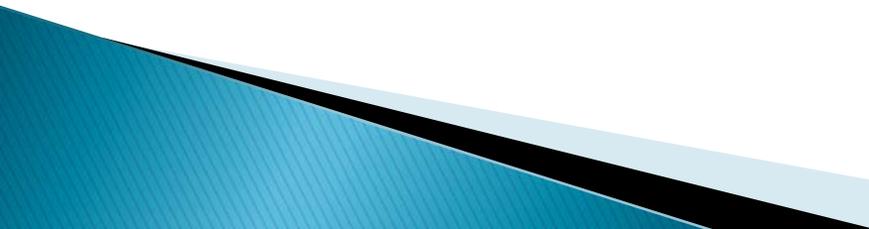
*August 2, 2010*

*9:45 AM – Public Hearing*

▶ FY 2010–2011

Rural Operating Assistance  
Program Agreement (ROAP)

# Public Hearing Agenda

- ▶ Chairman call Public Hearing to Order
  - ▶ Clerk read Notice of Public Hearing
  - ▶ Canvass Citizens – Voluntary Title VI Public Involvement Forms
  - ▶ Overview of ROAP Application – Jeffrey Woodard, DSS Director
  - ▶ Clerk read Rules of Citizen Comments
  - ▶ Citizen Comments
  - ▶ County Manager and/or Commissioner Comments
  - ▶ Adjourn
- 

Ad ran in  
English and  
Spanish on  
July 21<sup>st</sup>

**Public Hearing Notice**

This is to inform the public of the opportunity to attend a public hearing on the proposed Rural Operating Assistance Program (ROAP) application to be submitted to the North Carolina Department of Transportation no later than **August 13, 2010** by the county of **Warren**. The public hearing will be held on Monday, August 2, 2010 at 9:45 am at the Warren County Memorial Library Community Meeting Room located at 119 S. Front Street, Warrenton, Warren County. Warren County will provide auxiliary aids and services under the ADA for disabled persons who wish to participate in the hearing. Anyone requiring special services should contact the Warren County Department of Social Services (252) 257-5000 and ask for the Transportation Director as soon as possible so that arrangements can be made.

The programs included in the Rural Operating Assistance Program application are:

1. Elderly & Disabled Transportation Assistance (EDTAP) Program provides operating assistance for the transportation of elderly and disabled citizens.
2. Employment Transportation Assistance Program is intended to provide operating assistance for the transportation of persons with employment related transportation needs.
3. Rural General Public (RGP) Program funds are intended to provide operating assistance for the transportation of individuals who do not have human service agency assistance to pay for their transportation and live in non-urbanized areas.

The period of performance for Rural Operating Assistance Program funds is July 1, 2010 through June 30, 2011. The FY2011 ROAP individual program totals are:

PROGRAM	TOTAL
EDTAP	\$41,126
EMPL	\$6,187
RGP	\$33,815
Supplemental EDTAP	\$23,705
Supplemental EMPL	\$7,781
Supplemental RGP	\$29,980
TOTAL	\$142,554

This application may be inspected at the **Warren County Manager's Office** located at 105 South Front Street, Warrenton, NC from 9 am, July 22 to 4:30 pm July 30, 2010. Written comments should be directed to Jeffrey Woodard, Director of Social Services, Post Office Box 619, Warrenton, NC 27589, before July 30, 2010.

Affidavit of Printer's Proof

NORTH CAROLINA  
WARREN COUNTY

I, Janie Melby  
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 hearing notice

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:

7/21 2010  
Janie Melby  
Editor or Office Manager

Sworn to and subscribed before me this

22 day of July, 2010.

Lucille Lee Weldon  
Notary Public

My commission expires: 12-16-11



# PUBLIC HEARING PROCEDURES

- ▶ This public hearing is being held to hear citizens' comments regarding FY 2010–2011 Rural Operating Assistance Program (ROAP) Application

## 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*

**ROAP Application will be provided  
in separate E-mail.**

10:00 am

Call to Order August 2, 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.
- 

# 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: August 2, 2010

Agenda Item # 5

**SUBJECT:** Adopt August 2, 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  
August 2, 2010 REGULAR MONTHLY MEETING  
OF THE WARREN COUNTY BOARD OF COMMISSIONERS  
Warren County Memorial Library, Front Street  
WARRENTON, NORTH CAROLINA*

*9:45 am - Public Hearing Rural Operating Assistance Program (ROAP) Application*

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 August 2, 2010 Suggested Agenda
6. Consent Agenda
  - A. Approve Minutes of:
    - July 6, 2010 – Public Hearing; Abandon Existing Easement/Extension of Thoroughfare Drive
    - July 6, 2010 – Regular Monthly Meeting
  - B. Interest Income Report June 2010 – Finance Director Barry Mayo
  - C. Tax Collector’s Report June 2010 – Tax Administrator Robert Mitchum
  - D. Tax Release Requests (Over \$100) – Tax Administrator Robert Mitchum
  - Tax Release Requests (Under \$100) - “ “ “ “
7. Finance Office – Barry Mayo
  - A. Amendment # 1 to the 2010-2011 Warren County Budget Ordinance
  - B. Amendment # 11 to the Capital Project Ordinance Warren County Water & Sewer District # III, Phase II Project
  - C. Amendment # 8 to the Capital Project Ordinance Warren County Ambulance Storage Facility Project

8. Follow-Up to Public Hearings
  - A. Consider FY 2010-2011 ROAP Application
  - B. Abandon approximately 500 feet of Thoroughfare Drive (SR 1418) – Action Tabled 7/6/10
9. Board/Commission Member Appointment
  - A. Voluntary Ag District Advisory Board: G.Holtzman, T. Pulley, E.Serls, C.Seaman, & C. Dortch
  - B. Historic Preservation Commission: J.N. Robertson
10. Approve FY 2010-2011 Agreement for the Provision of County-Based Aging Services – Diane Cox
11. Request from Warren County Schools for Permit Fee Waiver for New Tech construction:
  - A. \$3,322.60 installation of temporary modular units at New Tech Campus
  - B. \$1,051.20 installation of temporary double-wide units at Hawkins Campus
12. Tax Collectors – Settlement of 2009 Tax Levy & Order to Collect
13. Amendment # 1 Verizon Wireless Water Tower Lease Agreement Oine Water Tank – Macon Robertson
14. Amended Volunteer Fire Department Contracts – Dennis Paschall
  - A. Norlina Volunteer Fire Department , Inc.
  - B. Soul City Volunteer Fire Department, Inc.
  - C. Inez Volunteer Fire Department, Inc.
15. Surplus Property – Clerk to the Board
  - A. Convey Surplus Office Furniture to Citizens Against Domestic Violence (CADV) by Resolution
  - B. Declare Surplus Property and Authorize Sale via GovDeals Online Auction
16. EDC Proposal to Market the Former Peck Manufacturing Property – Com. Fleming
17. Schedule Public Hearings for Tuesday, September 7th:
  - A. CDBG Water Hook-Up Program Close Out at 9:00 am
  - B. Re-zoning Petition from Duane White at 9:15 am
  - C. Historic Preservation Commission Amendments at 9:30 am
  - D. Petition Request to Abandon State Road 1602 at 9:45 am
18. County Manager’s Report
  - A. Board of County Commissioners FY 2011 Legislative Goals
  - B. Contracts Executed
  - C. Manager’s Monthly Report

***Closed Session to discuss Property Acquisition***  
***NC GS 143-318.11(a)(7)***

Meeting Date: August 2, 2010

Agenda Item # 6A

**SUBJECT:**                    **Approve Minutes of July 6, 2010:**  
   Public Hearing; Abandon Existing Easement/Extension of  
   Thoroughfare Drive  
   Regular Monthly 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 July 6, 2010*

*Public Hearing & Regular Monthly Meeting*

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

Meeting Date: August 2, 2010

Agenda Item # 6B

**SUBJECT:** Approve Interest Income Report for June 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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**INTEREST INCOME REPORT**  
**Month of June 2010**

FUND	JUNE INCOME	FISCAL YEAR TO - DATE
General	946.97	14,730.86
Revaluation	19.12	212.64
E 911 Telephone System	55.56	1,166.23
Buck Spring Project	40.71	544.01
Ambulance Storage Facility	35.47	51.65
Library Building Project Fund	3.02	13.05
National Guard Armory	23.07	209.47
Regional Water Enterprise Fund	65.53	812.98
District 1 Enterprise Fund	97.73	1,125.22
Solid Waste	46.17	466.84
District II Enterprise Fund	98.12	1,042.13
District III Capital Project Fund	23.04	359.77
District III Phase II BANS	0.53	7.10
District III Enterprise Fund	81.23	569.77
Soul City Pump Station Improvements	0.57	7.58
District II Phase II	0.00	13.57
	1,536.84	21,332.87

**Meeting Date: August 2, 2010**

**CONSENT AGENDA Item # 6C**

**SUBJECT: Approve Tax Collector's Report for June 2010**

**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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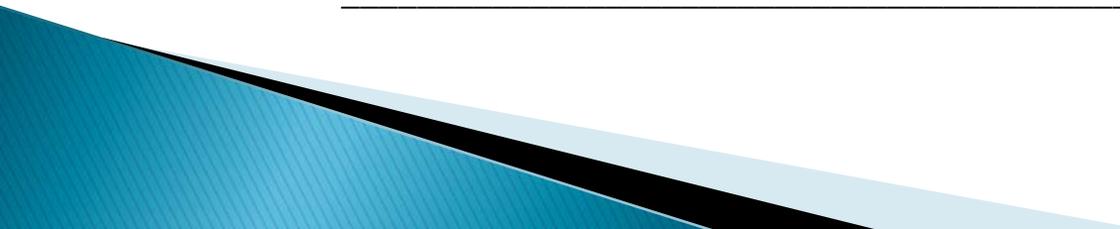
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**NOTES:**

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

**Current Year Collections**

Tax Year	Charge	Collected in JUNE	Collected to Date	Balance Outstanding	Percentage Collected
JUNE 2010 FY10	\$15,198,781	\$124,042	\$14,496,240	\$702,542	95.38%
JUNE 2009 FY09	\$13,288,518	131,287	12,598,270	690,248	94.81%

**Delinquent Collections**

2008	\$688,055	\$12,377	\$445,731	\$ 242,323	64.78%
2007	258,923	2,748	70,401	188,522	27.19%
2006	195,455	2,447	34,403	161,052	17.60%
2005	154,377	1,528	24,495	129,882	15.87%
2004	124,013	1,582	12,461	111,552	10.05%
2003	99,844	1,367	5,887	93,957	5.90%
2002	178,343	1,095	62,951	115,393	35.30%
2001	171,578	67	3,042	168,536	1.77%
2000	96,806	64	2,756	94,050	2.85%
1999	41,709	11	2,269	394,370	5.44%
<b>Total Delinquent Years</b>	<b>\$ 2,009,102</b>	<b>\$23,286</b>	<b>\$ 664,395</b>	<b>\$ 1,699,637</b>	

**Other JUNE Receipts**

County Penalties  
Landfill User Fees  
Municipalities  
Fire District Taxes  
Advance Taxes

\$ 23,405	\$ 193,228
\$ 16,309	\$ 1,070,907
\$ 14,053	\$ 693,405
\$ 17,185	\$ 676,801
\$ 14,812	\$ 47,554

**JUNE GRAND TOTAL**

<b>\$ 233,092</b>	<b>\$ 17,842,530</b>
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*R. Edw Mitchum*  
R. Edwin Mitchum, Tax Collector      Date 07/20/2010

**Meeting Date: August 2, 2010**

**CONSENT AGENDA Item # 6D**

**SUBJECT: Request for Tax Releases**

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

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

**FUNDING SOURCE: N/A**

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

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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# Over \$100

Over \$100

8/6/2010

Date: 7-22-10

**ERROR CORRECTION RELEASES:**

BOWEN WILLIAM C & GLORIA A	2008 3916 108	D5 72	50192	\$485.79	BORMOUTH PROBLEM
CROWE GLADYS	2009 9912 300	E1 52	3225	\$239.27	DBL LIST FOR 09
CROWE GLADYS	2009 9912 300	E1 52	3225	\$163.92	PTC
HARTLEY ANNE L	2009 9912 300	J2D 14	23219	\$3,446.33	PTC
PARK ARTHUR HEIRS	2009 30005 309	F7 31	8701	\$105.00	NO DWELLING
PARK ARTHUR HEIRS	2009 30005 305	F7 20	8697	\$105.00	HSE FALLING
ROANOKE RESERVE	2009 30913 300	J2D 13A-13F	23591	\$6,216.81	PTC

**SUB-TOTAL ERROR CORRECTIONS:**

**\$10,762.12**

# Under \$100

LW 7/26/10

Under \$100

8/6/2010

Date: 7-22-10

**ERROR CORRECTION RELEASES:**

**NAME**

**Year**

**ACCT#**

**MAP#**

**RECORD #**

**AMOUNT**

**REASON**

GRIESINGER RA & JV COOKE

2008 31698 108

C8 23

50780

\$ 72.56

BORMOUTH PROBLEM

**SUB-TOTAL ERROR CORRECTIONS:**

**\$72.56**

**MOTOR VEHICLE RELEASES:**

ALEXANDER JOSEPH N

2009 325 1062

XSB4271

59057

\$7.47 SOLD

BOWEN MARY COLEMAN

2009 3908 1353

XSB3515

59348

\$4.84 SOLD

BURCHETTE MILLER M

2009 21557 1539

YYX7376

73688

\$4.88 JUNKED

CAPPS MALVIN D JR

2009 7341 1549

2S8226

77619

\$23.87 SOLD

CARMODY JOSEPH S

2009 30905 109

WNC5418

53886

\$53.34 SOLD

CARMODY JOSEPH S

2009 29261 109

WNC5419

53846

\$15.52 TOTALED

IZZO LEAN COLLEEN

2009 28480 2222

WNK1827

74371

\$19.87 DAMAGE & HIGH MILE

MACKLIN JERRY

2009 30547 109

TSM4755

55957

\$9.88 SOLD

MEYER LEROY F JR

2009 894 100

E17032

29788

0.68 BILL BELOW \$2

NIXON DAVID E

2009 20729 2526

VRJ4392

78596

\$86.20 SOLD

PARKER JOE D

2009 729 2816

BT73133

60811

\$55.60 SOLD

RICHARDSON LARRY W

2009 33819 2903

4D7973

60898

\$34.86 SOLD

TERRY RONNIE

2009 2302 1001

T584R

70011

\$1.83 TOTALED

**SUB-TOTAL MOTOR VEHICLE RELEASES:**

**\$318.84**

**SUB-TOTAL CORRECTION RELEASES:**

**\$72.56**

**Total Releases**

**\$ 391.40**

**Meeting Date: August 2, 2010**

**Item # 7-A**

**SUBJECT: Amendment # 1 to the Warren County FY 2010-2011  
Budget Ordinance**

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

**SUMMARY:**

**FUNDING SOURCE: N/A**

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

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

**Recommend approval.**

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**NOTES:**

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**AMENDMENT TO THE WARREN COUNTY BUDGET ORDINANCE**

**2010/2011**

**Amendment No. 1**

**Section 1** of the Warren County Budget Ordinance, pertaining to the General Fund operations of the County, shall be amended as follows:

Increase/(Decrease) Appropriations:

Information Technology	8,800
Emergency Medical Services	(38,000)
Planning Board	40,000
Cooperative Extension Service	721
Transfer To Other Funds - Ambulance Storage Facility	38,000
<b>Total</b>	<b>\$ 49,521</b>

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

Increase/(Decrease) Revenues:

Restricted Intergovernmental - Other	40,000
Transfer From Other Funds - E911 Wire	8,800
Fund Balance Appropriated	721
<b>Total</b>	<b>\$ 49,521</b>

**Section 17. Expenditures** of the Warren County Budget Ordinance, pertaining to the Enhanced 911 System Fund operations of the County, shall be amended as follows:

Transfer to General Fund	8,800
Project Reserves	(8,800)
<b>Total</b>	<b>\$ -</b>

**This amendment:**

- appropriates fund to Information Technology Department for GIS and Mapping software.

Funding Source: Enhanced 911 System Funds

- Transfers funds to Ambulance Storage Facility to correctly assign project cost.

Funding Source: Emergency Medical Services

- appropriates funds to the Planning Board for the Abandoned Mobile Home Program.

Funding Source: NC DENR / Abandoned Mobile Home Grant

- appropriates funds to Cooperative Extension Services for salaries to agree with State appropriations.

Funding Source: Fund Balance Appropriated

Respectfully Submitted 08/02/2010

*Barry J. Mayo*

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Barry J. Mayo, Finance Director

**Meeting Date: August 2, 2010**

**Item # 7-B**

**SUBJECT: Amendment # 11 to the Capital Project Ordinance Warren  
County Water & Sewer District No. III, Phase II Project**

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

**SUMMARY:**

**FUNDING SOURCE: N/A**

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

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

**Recommend approval.**

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**NOTES:**

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**AMENDMENT TO THE CAPITAL PROJECT ORDINANCE FOR  
WARREN COUNTY WATER & SEWER  
DISTRICT NO. III PHASE II PROJECT  
(Amendment No. 11)**

Section 3 of the above-reference capital project ordinance shall be amended as follows:

Increase/(Decrease) Revenues:

Sales Tax Refund	\$	<u>40,987</u>
<b>Total</b>	<b>\$</b>	<b>40,987</b>

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

Increase/(Decrease) Appropriations:

Legal and Administration	\$	(12,000)
Engineering/Design		7,330
Engineering/Bidding		1,047
Engineering/Construction Administration		2,095
Engineering/Additional Service		43,199
Inspections		28,948
Construction Contract		213,713
Contingency		<u>(243,345)</u>
<b>Total</b>	<b>\$</b>	<b>40,987</b>

Explanation:

This amendment:

- Adjust budget to the most recent costs estimates to accommodate Eaton's Ferry Bridge water line crossing, as provided by River's and Associates, Project Engineers.

Respectfully Submitted 8-2-10

Barry J. Mayo

Barry J. Mayo  
Finance Director

**Meeting Date: August 2, 2010**

**Item # 7-C**

**SUBJECT: Amendment #8 to the Capital Project Ordinance Warren  
County Ambulance Storage Facility Project**

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

**SUMMARY:**

**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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**CAPITAL PROJECT ORDINANCE  
WARREN COUNTY  
AMBULANCE STORAGE FACILITY PROJECT  
(Amendment No. 8)**

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

Transfer from Other Funds - General Fund	\$ 38,000
<b>Total</b>	<b>\$ 38,000</b>

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

Furniture/Fixtures Generator	28,000
Telephone System	10,000
<b>Total</b>	<b>\$ 38,000</b>

This amendment transfers funds from the General Fund to more appropriately budget the system and furniture and fixtures for this capital project.

Respectfully Submitted 08-02-2010

Barry J. Mayo  
Barry J. Mayo, Finance Director

**Meeting Date: August 2, 2010**

**Item # 8-A**

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

**REQUESTED BY: Jeffrey Woodard, DSS Director**

**SUMMARY: Having held a required public hearing on Monday, August 2, 2010 at 9:45 am to hear citizen comments regarding 2010-2011 Rural Operating Assistance Program (ROAP) Application, Application and Certified Statement is now presented for Board's approval and authorization for Chairman and County Manager to sign the documents.**

**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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**CERTIFIED STATEMENT**  
**FY 2011**  
**RURAL OPERATING ASSISTANCE PROGRAM**  
County of Warren

**WHEREAS**, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Public Transportation Division provides funding for the operating cost of passenger trips and for other transportation services for counties within the state;

**WHEREAS**, the county uses the most recent transportation plans (i.e. CTSP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

**WHEREAS**, the county government is the only eligible recipient of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP application. NCDOT will disburse the ROAP funds only to the county and not to any sub-recipients selected by the county;

**WHEREAS**, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

**WHEREAS**, the passenger trips and transportation services provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race or gender (FTA C 4702.1A, FTA C 4704.1, Americans with Disabilities Act 1990); and

**WHEREAS**, the period of performance for these funds will be July 1, 2010 to June 30, 2011 regardless of the date on which ROAP funds are disbursed to the county.

**NOW, THEREFORE, by signing below, the duly authorized representatives of the County of Warren North Carolina certify that the following statements are true and accurate:**

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips and services for five years that prove that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality and cost of ROAP funded services and assures that any procurements by sub-recipients for contracted services will follow state guidelines.
- The county will conduct regular evaluations of ROAP funded passenger trips and transportation services provided throughout the period of performance.

- The county will only use the ROAP funds to provide trips and other transportation services when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county assures that the required matching funds for the FY2011 ROAP can be generated from fares and/or provided from local funds.
- The county will notify the Mobility Development Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county manager will provide written assurance to the Public Transportation Division that the employment transportation needs in the county have been met prior to transferring any Employment Transportation Program (EMPL) funds or Supplemental EMPL funds. The letter will describe the process used to make this determination. Transfer of EMPL or SuppEMPL funds is prohibited if there are any unmet needs or service strategies in the Coordinated Public Transit – Human Services Transportation Plan that have not been addressed.
- The county will provide an accounting of trips, services and expenditures in semi-annual reports to NCDOT – Public Transportation Division or its designee.
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amounts of FY 2011 Rural Operating Assistance Program funds:

Elderly & Disabled Transportation Assistance Program (EDTAP)	\$41,126
Employment Transportation Assistance Program (EMPL)	\$6,187
Rural General Public Program (RGP)	\$33,815
Supplemental EDTAP	\$23,705
Supplemental EMPL	\$7,761
Supplemental RGP	\$29,960
<b>TOTAL</b>	<b>\$142,554</b>

**WITNESS my hand and county seal, this 2nd day of August, 2010 .**

\_\_\_\_\_  
Signature of Board of County Manager/Administrator  
**Linda T. Worth, County Manager**

\_\_\_\_\_  
Printed Name of County Manager/Administrator

State of North Carolina County of

*County Seal Here*

\_\_\_\_\_  
Signature of Board of County Commissioners Chairperson  
**Barry Richardson, Chair**

\_\_\_\_\_  
Printed Name of Chairperson

\_\_\_\_\_  
Signature of County Finance Officer

**Barry J. Mayo**

\_\_\_\_\_  
Printed Name of County Finance Officer

**ROAP Application will be  
provided in separate E-mail.**



**Meeting Date: August 2, 2010**

**Item # 8-B**

**SUBJECT: Follow-Up to July 6<sup>th</sup> Road Abandonment Public Hearing**

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

**SUMMARY: Having held a required public hearing on Tuesday, July 6, 2010 to hear citizen comments regarding DOT petition request to abandon 500 +/- feet on Thorough Fare Drive (SR 1418) east of intersection with Recreation Drive owned by Freshwater Pearl LLC, it is now presented for Board action.**

**FUNDING SOURCE: N/A**

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

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

**Please see the County Attorney's legal opinion on this matter.**

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**NOTES:**

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**DeCILLIS & TURRENTINE, PLLC**  
ATTORNEYS & COUNSELORS AT LAW

**MAIN BUSINESS OFFICE  
HENDERSON**  
946-Y West Andrews Ave.  
Henderson, NC 27536  
Phone: (252) 492-9982  
Fax: (252) 654-0793  
All certified mail & delivery  
confirmations should be sent  
to this address, please.

**WARRENTON OFFICE**  
133 S. Main Street  
Warrenton, NC 27589  
Phone: (252) 257-1012  
Fax: (252) 257-2640  
Fax: (888) 308-3614

**RALEIGH OFFICE**  
920 Paverstone Dr., Suite A  
Raleigh, NC 27615  
**Mailing Address:**  
P.O. Box 61082  
Raleigh, NC 27661  
Phone: (919) 926-8133  
Fax: (888) 308-3614

**STEVEN B. DeCILLIS // PARTNER**  
sdecillis@dandtlawnc.com

**KARLENE S. TURRENTINE // PARTNER**  
WARREN COUNTY ATTORNEY  
kturrentine@dandtlawnc.com

**SIR-CHRISTOPHER J. ANDERSON // ASSOCIATE**  
canderson@dandtlawnc.com

July 28, 2010

Warren County Board of Commissioners  
c/o Ms. Linda Worth, County Manager

**VIA HAND-DELIVERY**

**RE: Lake Gaston Property Owners Association, Inc.'s Agreement to Abandon Lake Access to Freshwater Pearl, LLC's Ownership**

Dear Sirs and Madam:

I write to you in my official capacity as Warren County Attorney in response to the Board's inquiry as to whether this office finds the Agreement between Lake Gaston Property Owners Association, Inc. ("HOA") and Freshwater Pearl, LLC (FW) to be sound and proper for the Board's approval.

To that end, I have reviewed the parties' Agreement, the HOA's Articles of Incorporation, Bylaws (in pertinent part), Covenants, and the letter received by this Board from the homeowners dated July 17, 2010. In reviewing these documents, there are two (2) issues that emerge from the Agreement: 1) whether the HOA has the authority to sell or transfer property; and, 2) whether the HOA has the authority to incur indebtedness on behalf of homeowners. The answer to both questions is yes. However, there are specific requirements that must be met in order for the HOA's authority to arise in either circumstance.

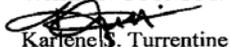
Pursuant to its bylaws, if the Board wishes to sell (or transfer) property *or* incur indebtedness on behalf of its homeowners, the HOA must first present its homeowners with a Resolution and gain a majority vote thereon. The bylaws further specify that if the HOA wants to sell property, the vote may be taken at the annual meeting or by letter ballot. However, for incurring debt, the vote *must* be taken by letter ballot.

Since the HOA's Agreement with FW neither incorporates nor mentions that a majority vote Resolution exists in regards to either of the issues mentioned, it is my opinion that the HOA should take the matter back to its homeowners during its next annual meeting (over Labor Day weekend) and produce to this Board its properly obtained majority vote Resolutions for each of the actions taken in the Agreement.

This opinion is for the sole benefit of the Warren County Board of Commissioners and may not be relied upon by any other person or entity without my prior written consent.

Sincerely,

**WARREN COUNTY ATTORNEY**

  
Karlene S. Turrentine



## RESOLUTION

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**RESOLUTION OF THE WARREN COUNTY BOARD OF COMMISSIONERS  
SUPPORTING THE NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION TO ABANDON APPROXIMATELY 500 + FEET OF  
THOROUGHFARE DRIVE (SR 1418)**

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**WHEREAS,** The Warren County Board of County Commissioners has heretofore received a petition from Freshwater Pearl, LLC as the owners approximately 500+ feet of Thoroughfare Drive (SR 1418), east of the intersection with Recreation Drive and located on land (Warren County Tax Map I3D-233) owned by Freshwater Pearl, LLC, to abandon said section, and

**WHEREAS,** Pursuant to NC G.S. 136-63 and NC G.S. 153A-241, the Board of County Commissioners may, upon receipt of said petition, request the North Carolina Department of Transportation to abandon any road in the secondary road system after a finding that said abandonment is in the best interest of the people of the county will be served thereby; and,

**WHEREAS,** At the time of termination of the maintenance agreement with the North Carolina Department of Transportation, this road will revert back to a privately maintained road by Freshwater Pearl, LLC or its assigns, pursuant to those representations contained in the aforesaid petition.

**NOW, THEREFORE, BE IT RESOLVED, by the Warren County Board of Commissioners as follows:**

1. Pursuant to NC G.S. 136-63 and NC G.S. 153A-241, the abandonment of approximately 500+ feet of Thoroughfare Drive (SR 1418) east of the intersection with Recreation Drive and located on Warren County Tax Map I3D-233 is in the best interest of the people of the County served thereby; and,
2. The North Carolina Department of Transportation is requested to abandon approximately 500+ feet of Thoroughfare Drive (SR 1418) east of the intersection with Recreation Drive and located on Warren County Tax Map I3D-233
3. This resolution shall be effective upon its adoption.

**ADOPTED this the 2<sup>nd</sup> day of August, 2010.**

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**Barry Richardson, Chairman**  
**Warren County Board of Commissioners**

**Attest:**

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**Angelena Kearney-Dunlap**  
**Clerk to the Board of Commissioners**

July 17, 2010

Dear Commissioners, Planning Board Members and DOT Planning Committee,

We are writing this letter in connection with the proposal from Freshwater Pearl LLC, on the DOT road abandonment at the end of Thoroughfare Road, which is within Lake Gaston Estates. Lake Gaston Estates is a subdivision on Lake Gaston with 640 lots and 150+ property owners that are Warren County residents.

The Board of Lake Gaston Estates Property Owner's Association has agreed not to oppose this road abandonment. We as property owners do not feel the board had the authority to agree for the road to be turned over to Freshwater Pearl.

We do not oppose the abandonment of this section of Thoroughfare by the DOT. ***We do feel this road should be returned to Lake Gaston Estates Property Owner's Association. The Association owned this road prior to DOT taking over the maintenance, and this road should be returned to the Property Owner's Association if it is abandoned.***

Freshwater Pearl, LLC does own the lots on either side of the road; however these lots are within Lake Gaston Estates and governed by the by-laws and covenants of the Association. The agreement signed by the board of LGEPOA requires the Association to pay 90% of the maintenance on this road. This road is the main entrance to the property Freshwater Pearl plans to develop as multi-family dwellings. It is also our access to the water. We feel that if we, as property owners in the Association, are required to pay 90% of the maintenance for this road, the road should belong to the property owner's association, with Freshwater Pearl having an easement over the Association road to their property.

We request that you consider this option when making a decision about the abandonment of the end of Thoroughfare Road.

Thank you for taking the time to read this letter and for your consideration.

Property owners of the  
Lake Gaston Estates Property Owner's Association

Attachments:  
Map of road area  
Signatures

RECEIVED

JUL 20 2010

WARREN COUNTY MANAGER'S OFFICE

LAKE GASTON ESTATES PROPERTY OWNER'S THAT AGREE WITH THE LETTER TO RETURN  
THE END OF THOROUGHFARE ROAD TO THE PROPERTY OWNER'S ASSOCIATION IF IT IS ABANDONED.

Bill White  
~~Frank Brantley~~  
Cheryl Brantley  
Denny Brantley  
M. Sue Williams  
Cathy P. Beasley  
Lynn H. H. H.  
D. Howard Carter  
~~James D. Carter~~ (Oct 21/17)  
Mark D. Kay  
Jennifer Bledsoe  
Lynn Bledsoe  
Eddie Brown  
Hanna Brown  
Annie Dennis  
Diana Wolvinston  
Gene E. Dennis  
Gary Pardon  
Laura E. Fawcett  
Lynn F. Fawcett

W. D. Brown  
Sherry Pelate  
Robert F. Pelate  
C. L. Pate  
M. Pate  
M. Pate  
Barbara J. Garbali  
Richard Grassi  
Laura S. Grassi  
Barbara Kay  
Roger W. Kay  
Royal H. Hester  
Kim Hester  
Luis Finch  
Reed Finch  
Tom Huffstodt  
M. Hester  
R. F. Pender III  
M. Hester  
Luis B. Allwright

LAKE GASTON ESTATES PROPERTY OWNER'S THAT AGREE WITH THE LETTER TO RETURN  
THE END OF THOROUGHFARE ROAD TO THE PROPERTY OWNER'S ASSOCIATION IF IT IS ABANDONED.

Bj Whitley  
Shelby Whitley  
Dorise Pearce  
Dolores Pearce  
~~John Griffiths~~  
John Griffiths  
Robert Thorne  
William Z. Thorne  
Estelle O. White  
William R. Ward  
Carl Huggin  
Janice Huggin  
Carl Huggin Jr  
Robert L. Huggin  
Tommye Huggin  
Dolores Huggin  
William Huggin  
Elizabeth Huggin  
Leonard Huggin  
Linda Field

All of  
Robert Hanchais  
Nancy Lee Hanchais  
David Huggitt  
Barbara Jones  
Leon R. Jones  
Hank Jones  
Bettie M. Jones  
Curtis Jones  
Mr. R. Reddy  
Richard Thompson Jr  
Susan C. Thompson  
Henry Phelps  
Mary Alice Carter  
Edward King  
D.C. Whitlock  
Tommy Bone  
Gail L. Wells  
Gregory S. Wells  
Samuel Carrington

**GOLF COURSE**

HOLE	PAR	YARDS
1	4	425
2	4	350
3	5	520
4	3	160
5	5	450
6	4	350
7	3	180
8	4	380
9	4	340
TOTAL	36	3,165

CLUB HOUSE  
SWIMMING  
POOL

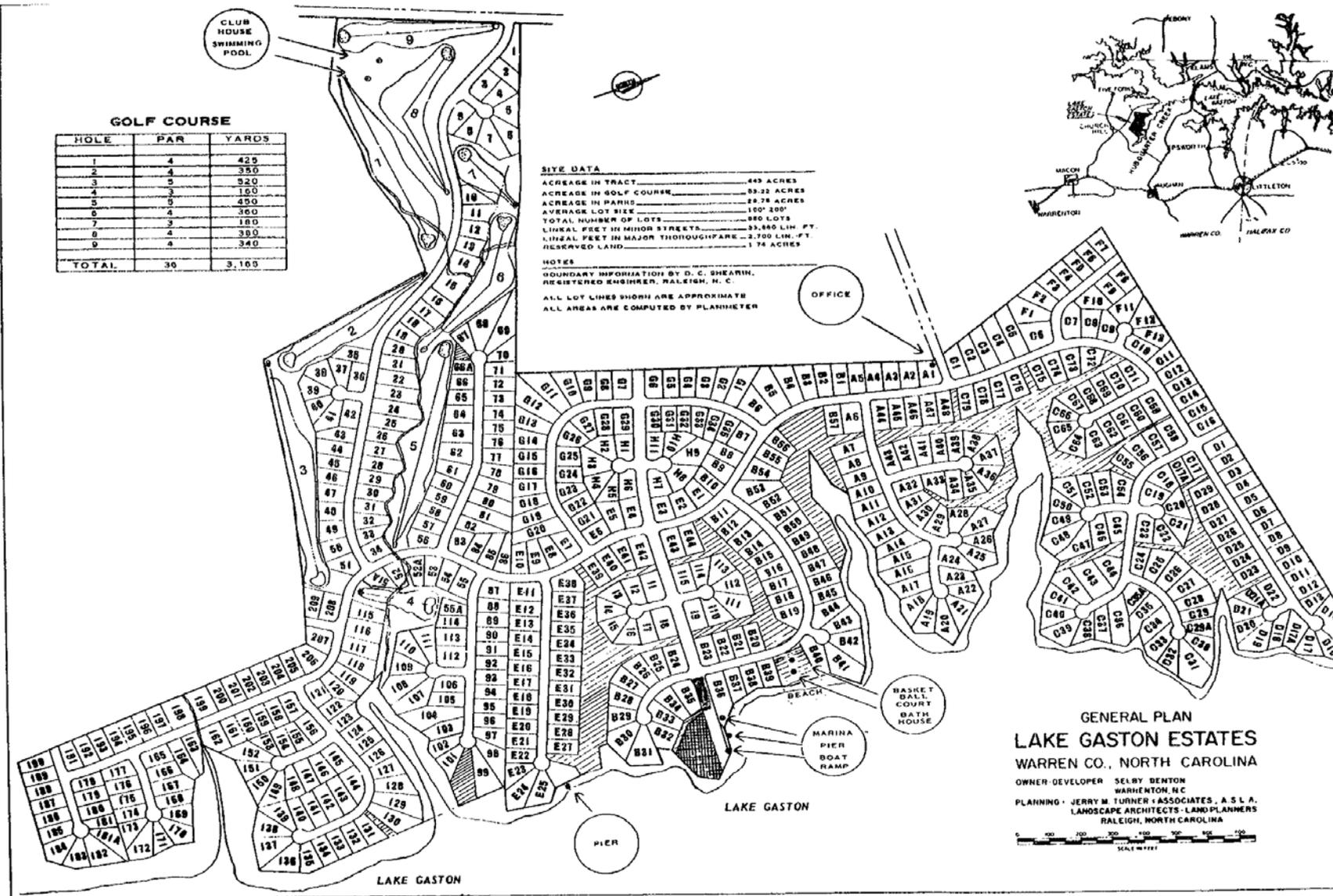
**SIZE DATA**

ACREAGE IN TRACT ..... 443 ACRES  
 ACREAGE IN GOLF COURSE ..... 83.22 ACRES  
 ACREAGE IN PARS ..... 28.78 ACRES  
 AVERAGE LOT SIZE ..... 100' 200'  
 TOTAL NUMBER OF LOTS ..... 860 LOTS  
 LINEAL FEET IN MAJOR THROUGHFARE ..... 33,880 LIN. FT.  
 LINEAL FEET IN MAJOR THROUGHFARE ..... 2,700 LIN. FT.  
 RESERVED LAND ..... 1.74 ACRES

**NOTES**

BOUNDARY INFORMATION BY D. C. SHEARIN,  
 REGISTERED ENGINEER, RALEIGH, N. C.

ALL LOT LINES SHOWN ARE APPROXIMATE  
 ALL AREAS ARE COMPUTED BY PLANIMETER

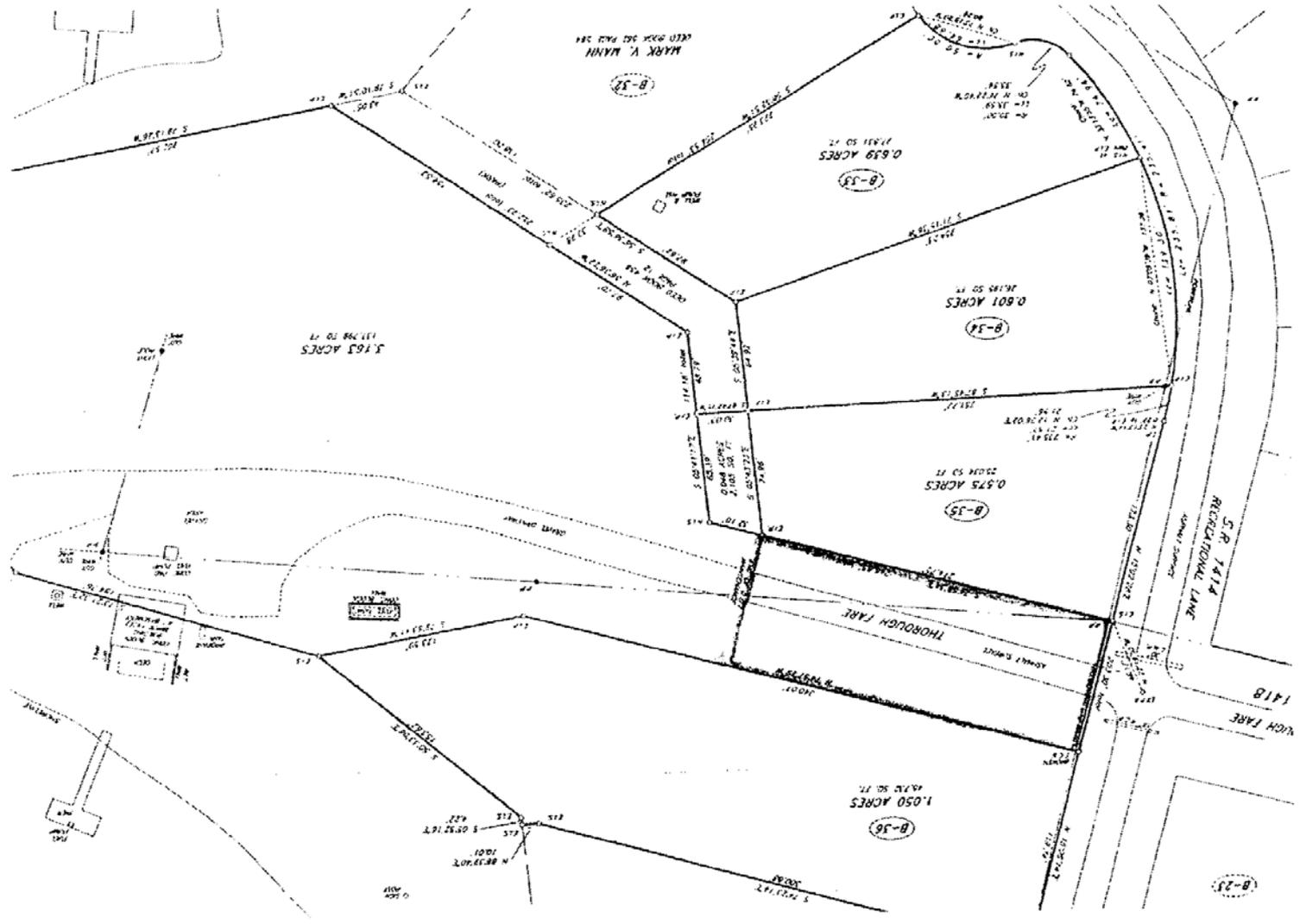


**GENERAL PLAN  
 LAKE GASTON ESTATES  
 WARREN CO., NORTH CAROLINA**

OWNER-DEVELOPER SELBY BENTON  
 WARRENTON, N.C.

PLANNING- JERRY M. TURNER & ASSOCIATES, A S L A,  
 LANDSCAPE ARCHITECTS-LAND PLANNERS  
 RALEIGH, NORTH CAROLINA





**Meeting Date: August 2, 2010**

**Item # 9-A**

**SUBJECT: Board/Commission Member Appointment**

**REQUESTED BY: Tyrone Fisher, Director - Cooperative Extension Service**

**SUMMARY: It is submitted to reappoint the following individuals to serve on the Voluntary Agricultural Districting Board.**

**Gary Holtzman                  Travis Pulley, Alternate  
Eddie Serls, Alternate      Calvin Seaman  
Charlie Dortch**

**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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**One Year Term – Expires March 2011**

**Gary Holtzman**

**Travis Pulley, Alternate**

**Eddie Serls, Alternate**

**Three Year Term – Expires March 2013**

**Calvin Seaman**

**Charlie Dortch**

NC STATE UNIVERSITY

Warren County Center  
158 Rafter Lane  
Warrenton, NC 27589  
252-257-3640 Telephone  
252-257-5616 FAX

June 18, 2010

To; Angelena Kearney Dunlap

From: Tyrone Fisher, County Extension Director

As advisor to the Voluntary Agricultural Districting Board, the following action has taken place and needs to be brought to the commissioners for final approval.

Voted for renewal

One-Year (ending March 2011)

Gary Hotlzman - S&WD Representative

Travis Pulley - Alternate

Eddie Serls - Replacing the late Jan Maynard - Alternate

Three-Year (ending March 2012)

Calvin Seaman

Charlie Dortch

**RECEIVED**

JUN 30 2010

WARREN COUNTY MANAGER'S OFFICE

**Meeting Date: August 2, 2010**

**Item # 9-B**

**SUBJECT: Board/Commission Member Appointment**

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

**SUMMARY: It is submitted per recommendation of Planner/Zoning Administrator and Historic Preservation Commission to appoint James Noel Robertson to the Historic Preservation Commission for a three (3) year term. Term ends January 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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**Meeting Date: August 2, 2010**

**Item # 10**

**SUBJECT: FY 2010-2011 Agreement for the Provision of County-Based Aging Services under the Home & Community Care Block Grant**

**REQUESTED BY: Diane Cox, Director, Kerr-Tar Area Agency on Aging**

**SUMMARY: FY 2010-11 Agreement is submitted for Board's annual review and adoption: effective July 1, 2010 to June 30, 2011. Chairman of the Board authorized to sign same.**

**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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July 1, 2010 Through June 30, 2011

**Home and Community Care Block Grant for Older Adults**

**Agreement for the Provision of County-Based Aging Services**

This Agreement, entered into as of this 1<sup>st</sup> day of July, 2010, by and between the County of Warren (hereinafter referred to as the "County") and the Kerr Tar Area Agency on Aging, (hereinafter referred to as the "Area Agency").

Witnesseth That:

WHEREAS, the Area Agency and the County agree to the terms and conditions for provision of aging services in connection with activities financed in part by Older Americans Act grant funds, provided to the Area Agency from the United States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services (DAAS) and state appropriations made available to the Area Agency through the North Carolina Division of Aging and Adult Services, as set forth in a) this document, b) the County Funding Plan, as reviewed by the Area Agency and the Division of Aging and Adult Services, c) the Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of Aging and Adult Services Service Standards Manual, Volumes I through IV, and, e) the Division of Aging and Adult Services Community Service Providers Monitoring Guidelines.

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. As provided in the Area Plan, community service providers specified by the County to encourage maximum collocation and coordination of services for older persons are as follows:  
Warren County Senior Center  
Warren County Department of Social Services
- 1.(a) The Community Service Provider(s), shall be those specified in the County Funding Plan on the Provider Services Summary format(s) (DOA-732) for the period ending June 30, 2011.
2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of Home and Community Care Block Grant funding by the Area Agency.
3. Grant Administration. The grant administrator for the Area Agency shall be Diane Cox, Aging Director, (title). The grant administrator for the County shall be Linda Worth, County Manager (title).

It is understood and agreed that the grant administrator for the County shall represent the County in the performance of this Agreement. The County shall notify the Area Agency in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the County are provided in paragraph seven (7) of this Agreement.

4. Services authorized through the County Funding Plan, as specified on the Provider Services Summary format(s) (DOA-732) are to commence no later than July 1, 2010 and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30, 2011.
5. Assignability and Contracting. The County shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Home and Community Care Block Grant for Older Adults funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR 92.36. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.
6. Compensation and Payments to the County. The County shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the community service providers under this Agreement may not exceed the grand total of Block Grant funding, as specified on the Provider Services Summary format (DOA-732).

(a) Interim Payments to the County

Upon receipt of a written request from the County, the Division of Aging and Adult Services, through the Area Agency, will provide the County Finance Officer with an interim payment equivalent to seventy percent (70%) of one-twelfth (1/12) of the County's Home and Community Care Block Grant allocation by the 22nd of each month.

(b) Reimbursement of Service Costs

Reimbursement of service costs are carried out as provided in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

c) Role of the County Finance Director

The County Finance Director shall be responsible for disbursing Home and Community Care Block Grant Funding to Community Service Providers in accordance with procedures specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, revised February 17, 1997.

(d) Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy

NSIP subsidy for congregate and home delivered meals will be disbursed by the Division of Aging through the Area Agency to the County on a monthly basis, subject to the availability of funds as specified in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Services Providers, revised February 17, 1997.

If through the US Department of Agriculture Area Agency on Aging Elections Project, the County elects to receive a portion of its USDA entitlement in the form of surplus commodity foods in lieu of cash, the Area Agency will notify the County in writing of its community valuation upon notification from the Division of Aging and Adult Services. The delivery of commodity and bonus foods is subject to availability. The County will not receive cash entitlement in lieu of commodities that are unavailable or undelivered during the Agreement period.

7. Reallocation of Funds and Budget Revisions. Any reallocation of Block Grant funding between counties shall be voluntary on the part of the County and shall be effective only for the period of the Agreement. The reallocation of Block Grant funds between counties will not affect the allocation of future funding to the County. If during the performance period of the Agreement, the Area Agency determines that a portion of the Block Grant will not be expended, the grant administrator for the County shall be notified in writing by the Area Agency and given the opportunity to make funds available for reallocation to other counties in the Planning and Service Area or elsewhere in the state.

The County may authorize community service providers to implement budget revisions which do not cause the County to fall below minimum budgeting requirements for access, in-home, congregate, and home delivered meals services, as specified in Division of Aging and Adult Services budget instructions issued to the County. If a budget revision will cause the County to fall below minimum budgeting requirements for any of the aforementioned services, as specified in Division of Aging and Adult Services budgeting instructions issued to the County, the grants administrator for the County shall obtain written approval for the revision from the Area Agency prior to implementation by the community service provider, so as to assure that regional minimum budgeting requirements for the aforementioned services will be met.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging Management Information System, as specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

8. Monitoring. This Agreement will be monitored to assure that services are being provided in compliance with the N.C. Division of Aging and Adult Services Service Standards Manual, dated July 1, 1992, and the N.C. Division of Aging Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997. Further, compliance with updated monitoring requirements, as specified in Office of Management and Budget (OMB) Circular A-133 and NC General Statute 143C-6-22 and 23 shall be carried out. Monitoring shall also include compliance with conflict of interest requirements. Monitoring requirements are discussed in Section 308 of the AAA Policies and Procedures Manual (7/1/03 and revised 10/1/09). Private non-profit service providers will be monitored to ensure compliance with conflict of interest policies, as stated in DoA Administrative Letter No. 03-14.

The monitoring of services provided under this Agreement shall be carried out by the Area Agency on Aging in accordance with its Assessment Plan and/or by the DAAS Program Compliance Representative (PCR). Local Departments of Social Services providing Adult Day Care, Adult Day Health Care, Housing and Home Improvement, and/or In-Home Aide (all levels) through the Home and Community Care Block Grant will receive monitoring by the State PCR. All other services and grantees are monitored by the Area Agency on Aging serving the counties' PSA.

Counties and community service providers will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual (7/1/03 and revised 10/1/09). Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

9. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the Area Agency. In accordance

with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the County.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the Chairman of the Board of Commissioners furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the Area Agency. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the Chairman of the Board of Commissioners of its appeal procedures and will inform the Area Agency that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

Director  
North Carolina Division of Aging and Adult Services  
2101 Mail Service Center  
693 Palmer Drive  
Raleigh, North Carolina 27699-2101

10. Termination for Cause. If through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the County has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Chairman of the Board of Commissioners written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The County shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
11. Audit. The County agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Circular A-133.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Circular A-133, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Circular A-133, but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable.

**Federal funds** may not be used to pay for a **Single or Yellow Book audit** unless it a federal requirement. **State funds** will not be used to pay for a **Single or Yellow Book audit** if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at <https://www.ncgrants.gov/NCGrants/PublicReportsRegulations.jsp>.

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Circular A-133 based upon funding received and expended during the service provider's fiscal year.

<u>Annual Expenditures</u>	<u>Report Required to AAA</u>	<u>Allowable Cost for Reporting</u>
<ul style="list-style-type: none"> <li>Less than \$25,000 in State or Federal funds</li> </ul>	Certification form and State Grants Compliance Reporting <\$25,000 (item # 11, Activities and Accomplishments does <u>not</u> have to be completed) OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
<ul style="list-style-type: none"> <li>Greater than \$25,000 and less that \$500,000 in State or Federal Funds</li> </ul>	Certification form and Schedule of Grantee Receipts >\$25,000 and Schedule of Receipts and Expenditures OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
<ul style="list-style-type: none"> <li>\$500,00+ in State funds <u>and</u> Federal pass through in an amount less than \$500,000</li> </ul>	Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book)	May use State funds, but <u>not</u> Federal Funds
<ul style="list-style-type: none"> <li>\$500,000+ in State funds <u>and</u> \$500,000+ in Federal pass through funds (i.e. at least \$1,000,000)</li> </ul>	Audited Financial Statement in compliance with OMB Circular A-133 (i.e. Single Audit)	May use State and Federal funds

- Less than \$500,000 in State funds and \$500,000+ in Federal pass through funds Audited Financial Statement in compliance with OMB Circular A-133 (i.e. Single Audit) May use Federal funds, but not State funds.
12. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the County shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the Area Agency on Aging is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the Area Agency on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the Area Agency is responsible for any disallowed costs. The County or Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Circular A-122 requirements, requirements of A-110, requirements of 45CFR, Part 1321, and 45CFR, Part 92, or state eligibility requirements as specified in policy.
  13. Indemnity. The County agrees to indemnify and save harmless the Area Agency, its agents, and employees from and against and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the County.
  14. Equal Employment Opportunity and Americans With Disabilities Act Compliance. Both the County and community service providers, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
  15. Data to be Furnished to the County. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the County shall be furnished to the County and community service providers without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate, with the County in the performance of the County's duties under this Agreement.
  16. Rights in Documents, Materials and Data Produced. The County and community service providers agree that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Area Agency upon termination or completion of the work. Both the Area

Agency and the County shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the County.

17. Interest of the Board of Commissioners. The Board of Commissioners covenants that neither the Board of Commissioners nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
18. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising therefrom.
19. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise herefrom.
20. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the County to engage in any activity designed to influence legislation or appropriations pending before Congress.

21. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

In witness whereof, the Area Agency and the County have executed this Agreement as of the day first written above.

Warren County

Attest:

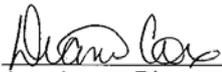
\_\_\_\_\_

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

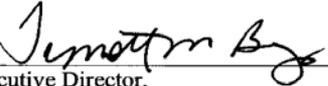
Chairman, Board of Commissioners

Area Agency

Attest:

  
\_\_\_\_\_

Area Agency Director

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

Executive Director,  
Lead Regional Organization

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

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

FINANCE OFFICER, Lead Regional Organization

**Meeting Date: August 2, 2010**

**Item # 11-A**

**SUBJECT: Request for Permit Fee Waiver**

**REQUESTED BY: Dr. Ray Spain, Superintendent, Warren County Schools**

**SUMMARY: Request for permit fee waiver in the amount of \$3,322.60 for the installation of a temporary modular unit at the Warren New Tech High School site is submitted for Board's review and action.**

**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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## WARREN COUNTY SCHOOLS

109 Cousin Lucy's Lane  
Post Office Box 110  
Warrenton, North Carolina 27589

Phone: (252) 257-3184  
Fax: (252) 257-5357  
www.wcsk12.org

July 6, 2010

Mrs. Linda Worth  
County Manager  
County of Warren  
Post Office Box 619  
Warrenton, NC 27589

Dear Mrs. Worth:

I am writing to respectfully request that a waiver be granted for the permit fee in the amount of \$3,322.60 for the installation of temporary modular units at the new Warren New Tech High School site. These modular units will be necessary until phase III and IV are completed.

Your consideration for this request is greatly appreciated. I would also like to say once again how much I appreciate your support and that of the Warren County Commissioners as the school district moves forward with high school reform and efforts to increase student academic achievement.

Sincerely,

Ray V. Spain, Ed.D.  
Superintendent

RVS/dc

c: Joe Mustian, Maintenance Director

**RECEIVED**

**Meeting Date: August 2, 2010**

**Item # 11-B**

**SUBJECT: Request for Permit Fee Waiver**

**REQUESTED BY: Dr. Ray Spain, Superintendent, Warren County Public Schools**

**SUMMARY: Request for permit fee waiver in the amount of \$1,051.20 for the installation of temporary double-wide units at the Hawkins Campus is submitted for Board's review and action.**

**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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## WARREN COUNTY SCHOOLS

109 Cousin Lucy's Lane  
Post Office Box 110  
Warrenton, North Carolina 27589

Phone: (252) 257-3184  
Fax: (252) 257-5357  
www.wcsk12.org

July 12, 2010

Mrs. Linda Worth  
County Manager  
County of Warren  
Post Office Box 619  
Warrenton, NC 27589

Dear Mrs. Worth:

I am writing to respectfully request that a waiver be granted for the permit fee in the amount of \$1,051.20 for the installation of temporary double-wide units at the Hawkins Campus. These double-wide units will be necessary until WNTHS students can be moved into the new building.

Your consideration for this request, along with the earlier one, is greatly appreciated. Please know that I am grateful to have your support and the county commissioners' support as we move forward with the new building project.

Sincerely,

Ray V. Spain, Ed.D.  
Superintendent

RVS/dc

c: Joe Mustian, Maintenance Director

RECEIVED

**SUBJECT: Settlement of 2009 Tax Levy & Order to Collect**

**REQUESTED BY: Robert "Eddie" Mitchum, Tax Collector**

**SUMMARY: Report of 2009 Tax Levy is provided with:**  
**1) Settlement of 2009 Tax Levy, and**  
**2) Order Tax Collector to Collect 2009 Outstanding Taxes.**

**FUNDING SOURCE: N/A**

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

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

**COUNTY MANAGER'S RECOMMENDATION:**

**Recommend approval.**

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**NOTES:**

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WARREN COUNTY  
SETTLEMENT OF 2009 TAX LEVY

2009 TAX YEAR ORIGINAL LEVY	\$17,366,284.31
ADDITIONS:	
DISCOVERIES	\$ 402,825.61
INTEREST	54,549.28
STATE 3% INTEREST	6,792.65
LIEN ADVERTISING COST	<u>6,208.00</u>
TOTAL	\$17,836,659.85
REDUCTIONS AND UNCOLLECTED BALANCE:	
CASH COLLECTIONS	\$16,811,831.52
RELEASES	<u>138,662.97</u>
	\$16,673,168.55
 UNCOLLECTED TAXES JUNE 30, 2010	 \$ 886,165.36
 PERCENTAGE OF CURRENT YEAR'S TAXES COLLECTED	 95.38

**Warren County Board of Commissioners**

**State of North Carolina  
County of Warren County**

To the Tax Collector of Warren County:

Pursuant to N. C. G. S. 105-321, you are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of the Tax Collector and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Warren, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on, seize and sell any real or personal property of such taxpayers, for and on account hereof, in accordance with the law.

Pursuant to N. C. G. S. 105-375, you are further authorized, empowered, and commanded to collect taxes from prior years. This order shall be full and sufficient authority for the Tax Collector to file judgments on real property and request execution on those judgments.

Pursuant to N. C. G. S. 105-367, you are hereby authorized to direct executions to the Sheriff of Warren County to levy on and sell any personal property of taxpayers whose taxes are delinquent for the collection of said taxes. You are further authorized to bid on any real or personal property at the time of the foreclosure sale conducted under N. C. G. S. 105-375.

Witness my hand and official seal this the 2nd day of August, 2010.

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Chairman of the Board of Commissioners of  
Warren County

ATTEST:

Angelena K. Dunlap  
Clerk of the Board of Commissioners  
Warren County

**SUBJECT: Amendment # 1 to Verizon Wireless Water Tower Lease Agreement for the North Oine Tank**

**REQUESTED BY: Macon Robertson, Director Public Utilities**

**SUMMARY: Amendment #1 to the Verizon Wireless Water Tower Lease Agreement for the North Oine Tank, to allow three (3) additional antennas (a total of nine (9) antennas). No change to the monthly rental amount. Presented for Board's review and approval.**

**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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**FIRST AMENDMENT TO  
WATER TOWER LEASE AGREEMENT**

This First Amendment to Water Tower Lease Agreement (this "Amendment") is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **WARREN COUNTY, NORTH CAROLINA**, with a mailing address of Post Office Box 577, Warrenton, North Carolina 27589, hereinafter "Lessor", and **CELLCO PARTNERSHIP d/b/a Verizon Wireless**, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter "Lessee". Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

**WHEREAS**, Lessor and Lessee entered into a Tower Lease Agreement on September 20, 2007 (the "Agreement"), whereby Lessee leased from Lessor certain space on a water tank located at 105 Blue Mud Swamp Road, Norlina, North Carolina, as described in that certain Agreement;

**WHEREAS**, Lessor and Lessee desire to amend the Agreement in order to modify Lessee's equipment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to be legally bound to this Amendment as follows:

1. Exhibit B is hereby deleted in its entirety and replaced and superseded with Exhibit B-1, attached hereto and incorporated herein.
2. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the Parties hereto.
3. The Agreement and Amendment contain all agreements, promises or understandings between Lessor and Lessee and no verbal or oral agreements, promises or understandings shall be binding upon either the Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and Amendment shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement and Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and Amendment.

IN WITNESS WHEREOF, the Parties have set forth their hand and seal as of the date indicated above.

**LESSOR:**

**WARREN COUNTY, NORTH  
CAROLINA**

By: \_\_\_\_\_  
Barry Richardson  
Chairman of the Board of  
Commissioners

\_\_\_\_\_  
WITNESS

**LESSEE:**

**CELLCO PARTNERSHIP d/b/a  
Verizon Wireless**

By: \_\_\_\_\_  
Hans F. Leutenegger  
Area Vice President Network

\_\_\_\_\_  
WITNESS

## EQUIPMENT DESCRIPTION

### ANTENNA INFORMATION

**ANTENNAS:** Nine (9) antennas at 182' A.G.L. rad center;  
Six (6) diplexers

**Orientation:** 30/160/270

**Diameter of transmission line:** 1 5/8"

# WARREN COUNTY, NC NORTH OINE TANK ANTENNA INSTALLATION ANALYSIS

## **Background Information**

Southern Corrosion, Inc. and Verizon requested a structural analysis of the effects of installing additional cell-phone antennas and an antenna corral on a steel water tank located in Warren County, NC. The tank is called the North Oine tank. The analysis was to include an evaluation of the tank structure should the antennas and corral be installed. See Data Summary Sheet for a synopsis of the proposed antennas.

The proposed antennas are to be post mounted on a steel corral system located on top of the tank. Existing antenna cables will be reused.

The steel water tank is a 5-column, with center riser, structure that holds approximately 300,000 gallons. The columns are 24 inches in diameter with a 4-foot diameter riser. The tank is approximately 184.7 feet tall.

## **Analysis**

The analysis consisted of comparing the structural results of two different loading conditions. The conditions were:

1. A 100-mph wind load applied to the tank without the antennas installed.
2. A 100-mph wind load applied to the tank with the antennas and corral system installed.

Note: The tank was originally designed for a 100-mph per code requirement. The North Carolina Building Code requires a design wind speed of 90-mph for the Warren County, NC area. For consistency the new antenna/corral system was designed using a 100-mph wind speed.

The structural analysis was conducted in accordance with the applicable provisions of the codes and standards shown on the Data Summary Sheet.

## Data Summary Sheet

### Existing Antenna:

Carrier	Number of Antenna	Sector	Elevation	Mount	Antenna Information	Transmission Lines per Antenna
Verizon	2	1	189'	Corral	Jaybeam PCSA065-19-2	1 – 1 5/8"
Verizon	2	2	189'	Corral	Jaybeam PCSA065-19-2	1 – 1 5/8"
Verizon	2	3	189'	Corral	Jaybeam PCSA065-19-2	1 – 1 5/8"

### Proposed Antenna:

Carrier	Number of Antenna	Sector	Elevation	Mount	Antenna Information	Transmission Lines per Antenna
Verizon	2	1	189'	Corral	Jaybeam PCSA065-19-2	1 – 1 5/8"
Verizon	2	2	189'	Corral	Jaybeam PCSA065-19-2	1 – 1 5/8"
Verizon	2	3	189'	Corral	Jaybeam PCSA065-19-2	1 – 1 5/8"
Verizon	1	1	189'	Corral	Antel BXA-70080-8CF-2	Reuse existing cable
Verizon	1	2	189'	Corral	Antel BXA-70080-8CF-2	Reuse existing cable
Verizon	1	3	189'	Corral	Antel BXA-70080-8CF-2	Reuse existing cable

### Applicable Codes/Standards Used in the Analysis

Code/Standard	Title
ANSI/AWWA D100	AWWA Standard for Welded Steel Tanks For Water Storage
AISC	Manual of Steel Construction
NC Code	North Carolina Building Code
EIA/TIA	Structural Standard for Steel Antenna Tower and Antenna Supporting Structures

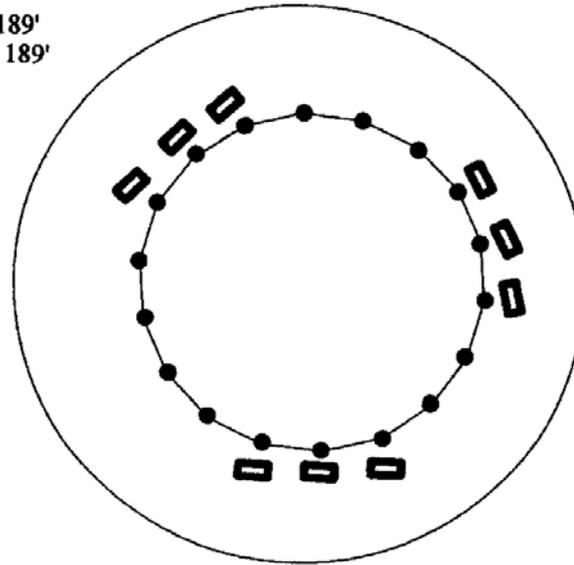
### Conclusions

Based upon the analysis, and the attached conditions, installation of the proposed antenna profile (as indicated in the Data Summary Sheet) on the tank will not create any additional loads on the tank that would exceed allowable limits. Installation of the proposed antenna and corral system will add approximately 0.2 % for vertical loads, 3.10 % for horizontal loads and 5.0 % for overturning moment. None of these values are significant.

## Provisions of the Analysis

1. The tank and the foundation were constructed according to the manufacture's specifications.
2. The tank has been inspected, maintained and repaired in accordance with the tank manufactures recommendations.
3. The structural integrity of the tank has not been compromised.
4. The analysis assumes the tank is in good condition with no defects, such as rusting resulting in the loss of cross-sectional area, unauthorized or improper installation of equipment on the tank, improper tank repairs, etc.
5. The antennas are installed per the manufactures instructions.
6. A foundation analysis was not performed due to a lack of information. Foundation drawings and geotechnical analysis would be needed to conduct this analysis.
7. Normal water levels in the tank are maintained during all high wind and hurricane conditions.
8. The analysis uses tank loadings based upon the codes and standards in effect at the time of the design and constructions of the tank. No attempt has been made to determine the suitability or the tank based upon current codes and standards. The antenna system, however, was subjected to loadings based upon current codes and standards.
9. Southern Corrosion and Verizon provided all data regarding the tank and antenna. No field investigation was performed by the report writer to verify the information.

2 - Jaybeam PCSA065-19-2 at 189'  
1 - Antel BXA-70080-8CF-2 at 189'  
facing 160 degrees



2 - Jaybeam PCSA065-19-2 at 189'  
1 - Antel BXA-70080-8CF-2 at 189'  
facing 160 degrees

2 - Jaybeam PCSA065-19-2 at 189'  
1 - Antel BXA-70080-8CF-2 at 189'  
facing 160 degrees

**Proposed Verizon Antenna Array on Tank Top Corral as of March 23, 2010**  
**North Oine Tank**  
**Warren County, NC**

Warren County, NC  
North Oine Tank

300,000 gal tank  
5 legs (24" dia)

diameter = 43'  
center riser = 4'

ground ht = 0'  
bottom of tank = 146'  
high water = 179'  
top of tank = 184.7'  
midpt of antenna = 189'

18 post corral w/5' 2 1/2" spacing 30'-0" dia

Existing Antenna:

1. Verizon 6 – Jaybeam PCSA065-19-2

Proposed Antenna

1. Verizon 3 – Antel BXA-70080-8CF-2

design wind speed = 90 mph (NC Building Code for Warren County)  
original tank design wind speed = 100 mph (30 #/SF)  
use 100 mph wind load for tank, corral and antenna

.Antenna Data: (wt = weight, wl = wind load)

Jaybeam PCSA065-19-2 wt = 25 #, wl @100mph = 75 #

Antel BXA-70080-8CF-2 (wt = 23 #, wl @ 100mph = 167 #

Warren County, NC  
North Oine Tank

Vertical Loads:

from tank table w/bot of tank @ 146' wt of tank is 292.7 k  
wt of water = (300,000)(8.34) = 2502 k  
total wt tank + water = 292.7 + 2502 = 2794.7 k

wt (existing antenna, multiply by 3 to account for mounting hardware)  
Verizon 6 @ 25 # = 150 # x 3 = 450 # = 0.5 k

wt (proposed antenna, multiply by 3 to account for mounting hardware)  
Verizon 6 @ 23 # = 69 # x 3 = 207 # = 0.2 k

wt (existing cable):  
Verizon 6 runs @ 225' = 1350 # = 1.4 k

wt (existing corral, 18 posts, 30' dia):

Antenna mount poles	(18)(8)(5.79)	= 834
2 1/2 x 2 1/2 x 1/4 angle rails	(3.14)(30)(2)(5.9)	= 1112
2 1/2 x 2 1/2 x 1/4 angle braces	(18)(4)(5.9)	= 425
post to tank gusset (20#/ea)	(18)(20)	= 360
rail to post gusset (5#/ea)	(18)(5)	= 90
other gussets	LS	= 300
mounting hardware	LS	= 300
		= 3421# = 3.4 k

total wt of tank w/o antenna or corral = wt tank + wt water = 2794.7 k

total wt of tank w/proposed antenna/cable and corral = wt tank + wt water + prop  
antenna/cable + corral = 2794.7 + 0.5 + 0.02 + 1.4 + 3.4 = 2800.2 k

check vertical load % increase with proposed antenna/cable plus corral

% increase = (wt tank w/prop ant/cable + corral - wt tank w/o ant/cable) / wt tank w/o  
ant/cable = (2800.2 - 2794.7) / 2794.7 = 0.2 %

% increase is not significant

Horizontal Load:

wind loads = design wind load on item x projected area x  $C_d$

$C_d = 0.85$  for tank, legs and riser

$C_d = 0.85$  for corral

$C_d = 1.0$  for antenna

tank area = $(184.7 - 146)(43)$	= 1542 SF	(43.3 k @ 164')
legs = $(146)(24/12)(5)$	= 1460 SF	(41.0 k @ 73')
riser = $(146)(4)$	= <u>584 SF</u>	(16.3 k @ 71.5')
	3586 SF	
increase by 10% for bracing, rods, etc	<u>359 SF</u>	
	3945 SF	

wind load on tank =  $(30)(3945)(0.85) = 100.6$  k

wind load on existing antenna

Verizon

6 @ 75#

= 450# = 0.5 k(189')

wind load on proposed antenna

Verizon

3 @ 167#

= 501# = 0.5 k(189')

wind load on corral:

antenna mount poles

$(18)(8)(21/2)(1/12)$

= 30.0 SF

21/2 x 21/2 angle

$(3.14)(30)(2)(21/2)(1/12)$

= 39.3 SF

21/2 x 21/2 braces

$(18)(4)(21/2)(1/12)$

= 15.0 SF

84.3 SF

wind load on corral =  $(30)(84.3)(0.85) = 2.1$  k @ 184.7'

wind load w/o ant = 100.6 k

wind load w/ proposed antenna and corral =  $100.6 + 0.5 + 0.5 + 2.1 = 103.7$  k

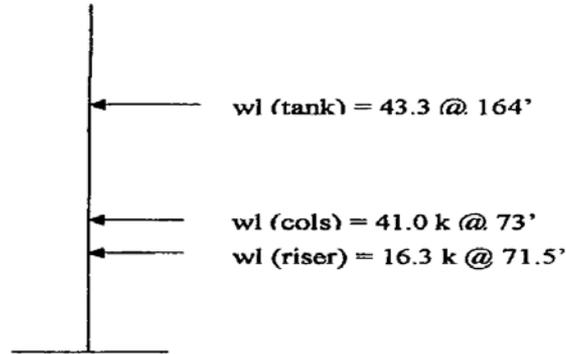
check horizontal load % increase with proposed antenna plus corral

% increase =  $(\text{wind load w/ prop ant plus corral} - \text{wind load w/o prop ant plus corral}) / \text{wind load w/o prop ant plus corral} = (103.7 - 100.6) / 100.6 = 3.1\%$

% increase is not significant

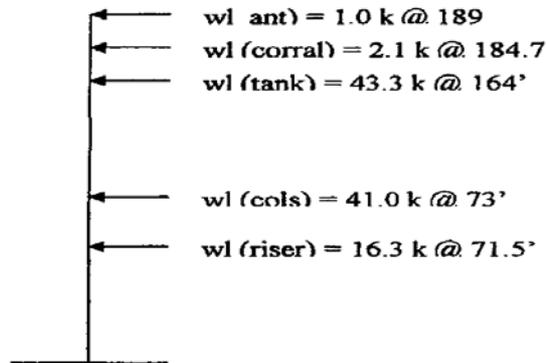
Overturning Moment:

check moment w/o antenna



$$\text{moment w/o antenna} = (16.3)(71.5) + (41.0)(73) + (43.3)(164) = 11259 \text{ k'}$$

check moment w/ proposed ant plus corral



$$\text{Moment w/ proposed ant plus corral} = (16.3)(71.5) + (41.0)(73) + (43.3)(164) + (2.1)(184.7) + (1.0)(189) = 11827 \text{ k'}$$

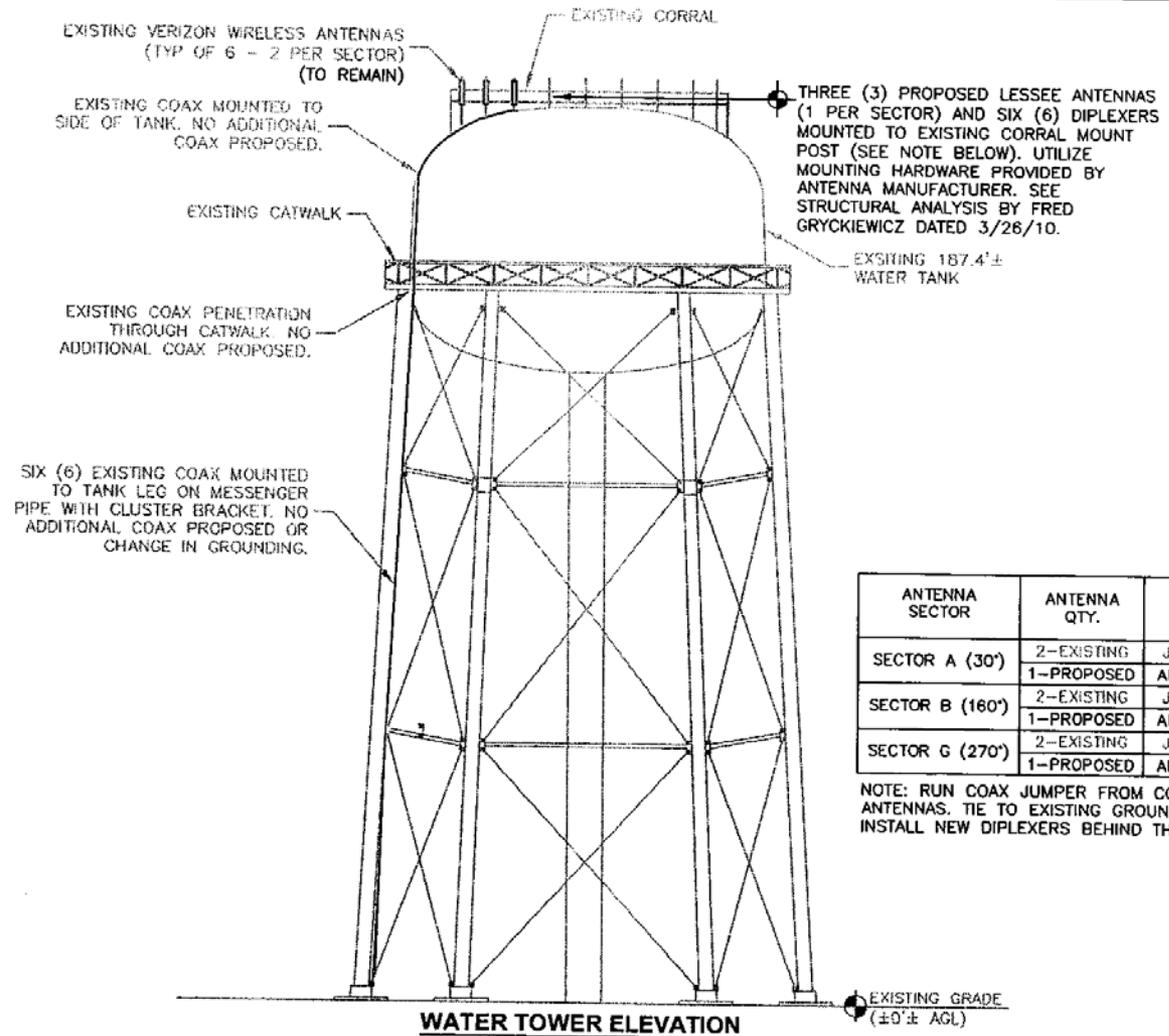
check moment % increase w/proposed ant/corral

$$\% \text{increase} = (\text{wl w/ prop ant plus corral} - \text{wl w/o prop ant plus corral}) / \text{wl w/o prop ant plus corral} = (11827 - 11259) / 11259 = 5.0 \%$$

% increase is not significant

03/23/2010

Drawing name: K:\VTL\_Wireless\000\_Version\2010 Sites\VITE - Fayetteville\North Oline\NorthOline-WT\000.dwg LE Jul 07, 2010 9:05am by bob.stidman



ANTENNA SECTOR	ANTENNA QTY.	ANTENNA* MAKE/MODEL	ANTENNA MOUNT HEIGHT
SECTOR A (30')	2-EXISTING	JAYBEAM PCSA065-19-2	189'
	1-PROPOSED	ANTEL BXA-70080-8CF-2	189'
SECTOR B (160')	2-EXISTING	JAYBEAM PCSA065-19-2	189'
	1-PROPOSED	ANTEL BXA-70080-8CF-2	189'
SECTOR G (270')	2-EXISTING	JAYBEAM PCSA065-19-2	189'
	1-PROPOSED	ANTEL BXA-70080-8CF-2	189'

NOTE: RUN COAX JUMPER FROM COAX TO NEW ANTENNAS. TIE TO EXISTING GROUND RING AT CORRAL. INSTALL NEW DIPLEXERS BEHIND THE ANTENNAS.

**WATER TOWER ELEVATION**

REV 1: STRUCTURAL ANALYSIS REFERENCE NOTE ADDED NOT TO SCALE

JOB No.: 019472212		
DATE: 07/07/10		
REV.: 1		
DESIGNED	DRAWN	CHECKED
KVR	KAG	KRM

**Kimley-Horn  
and Associates, Inc.**  
 Post Office Box 33068  
 Raleigh, North Carolina 27636

**VERIZON WIRELESS**  
 SITE NAME: NORTH OLINE  
 SITE #: TBD  
 APPROVAL: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

**OINE ROAD WATER TANK**  
 APPROVAL: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

**TOWER ELEVATION  
APPROVAL SHEET**  
 SCALE: NTS  
**NOT FOR CONSTRUCTION**

This document, together with the concepts and designs presented herein, is an instrument of service to be used only for the specific project and client for which it was prepared. Names of and any other reference to any document without written authorization and signature by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc. Copyright Kimley-Horn and Associates, Inc. 2010

**Meeting Date: August 2, 2010**

**Item # 14-A**

**SUBJECT: Amended Fire Contracts**

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

**SUMMARY: Norlina Volunteer Fire Department Contracts for Fire Protection Services in Tax District and First (1<sup>st</sup>) Responder Services approved during July 6<sup>th</sup> meeting is presented to be rescinded and attached corrected contract approved. Contract for Fire Protection Services and First Responder Services are combined into one.**

**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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**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.
  - (4) The FIRE DEPARTMENT shall provide, within the limits of its personnel and equipment resources and capabilities and with deference to its primary responsibility, provide Rescue functions of Vehicle Extrication, Search, and Recovery Dive Team within its area of responsibility.
  - (5) The FIRE DEPARTMENT shall provide, within the limits of its personnel and equipment resources and capabilities and with deference to its primary responsibilities, provide Medical First Responder Service within its area of responsibility.
- 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 for the services of Fire Protection, Rescue, and Medical First Responder.

### 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 Code and Fiscal Control Act.



**Meeting Date: August 2, 2010**

**Item # 14-B**

**SUBJECT: Amended Fire Contracts**

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

**SUMMARY: Inez Volunteer Fire Department Contracts for Fire Protection Services in Tax District and First Responder Services approved during July 6<sup>th</sup> meeting is presented to be rescinded and attached corrected contract approved. Contract for Fire Protection Services and First Responder Services are combined into one.**

**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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**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 **INEZ** 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 **INEZ** 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.
  - (4) The FIRE DEPARTMENT shall provide, within the limits of its personnel and equipment resources and capabilities and with deference to its primary responsibility, provide Rescue functions of Vehicle Extrication, Search, and Recovery Dive Team within its area of responsibility.
  - (5) The FIRE DEPARTMENT shall provide, within the limits of its personnel and equipment resources and capabilities and with deference to its primary responsibilities, provide Medical First Responder Service within its area of responsibility.
- 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 \$17,000.00 to the FIRE DEPARTMENT in 12 monthly payments for the services of Fire Protection and Medical First Responder.

### 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

  
7-23-10

**Meeting Date: August 2, 2010**

**Item # 14-C**

**SUBJECT: Amended Fire Contracts**

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

**SUMMARY: Soul City Volunteer Fire Department Contracts for Fire Protection Services in Tax District and First Responder Services approved during July 6<sup>th</sup> meeting is presented to be rescinded and attached corrected contract approved. Contract for Fire Protection Services and First Responder Services are combined into one.**

**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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**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 **SOUL CITY** 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 **SOUL CITY** 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.
  - (4) The FIRE DEPARTMENT shall provide, within the limits of its personnel and equipment resources and capabilities and with deference to its primary responsibility, provide Rescue functions of Vehicle Extrication, Search, and Recovery Dive Team within its area of responsibility.
  - (5) The FIRE DEPARTMENT shall provide, within the limits of its personnel and equipment resources and capabilities and with deference to its primary responsibilities, provide Medical First Responder Service within its area of responsibility.
- 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 \$17,000.00 to the FIRE DEPARTMENT in 12 monthly payments for the services of Fire Protection and Medical First Responder.

### 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 prepared in accordance with the requirements of the Local Government Fiscal Control Act.

*[Signature]*  
7-23-18

**SUBJECT: Surplus Property**

**REQUESTED BY: Clerk to the Board**

**SUMMARY: It is presented to Convey by Resolution surplus property from Warren County to Citizens Against Domestic Violence (CADV) by for \$1.00.**

Three (3) New Sun Pics Color Printers  
Three (3) Grey Office Chairs  
One (1) Rolling Office Chair  
Two (2) File Cabinets  
Two (2) Office Desks

**FUNDING SOURCE:**

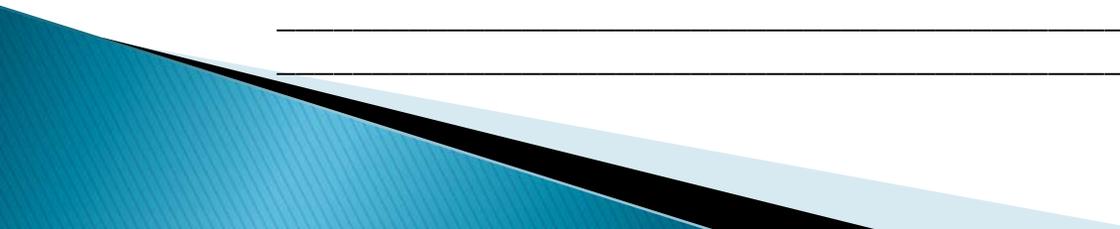
**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

Recommend approval.

**NOTES:**



State of North Carolina  
County of Warren

***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 for the sum of \$1.00 to Citizens Against Domestic Violence (CADV):

Three (3) New Sun Pics Color Printers

Three (3) Grey Office Chairs

One (1) Rolling Office Chair

Two (2) File Cabinets

Two (2) Office Desks

**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 2<sup>nd</sup> day of August 2010.**

**WARREN COUNTY BOARD OF COMMISSIONERS**

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**Barry Richardson, Chairman**

§ 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 thereunder until 10 days after its publication. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 24.)



**Meeting Date: August 2, 2010**

**Item # 15-B**

**SUBJECT: Declare Surplus Property**

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

**SUMMARY: It is presented to declare certain items as surplus property and authorize sale via GovDeals online auction. Any items not purchased shall be authorized for discard.**

**FUNDING SOURCE:**

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

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

**Recommend approval if transfer of CSE property from State of NC to Warren County has taken place.**

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**NOTES:**

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*STATE OF NORTH CAROLINA*

*COUNTY OF WARREN*

*RESOLUTION  
SALE OF SURPLUS  
WARREN COUNTY PROPERTY*

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

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

*Furnishings from former Child Support Office: desks, chairs, fax machine,  
miscellaneous items.*

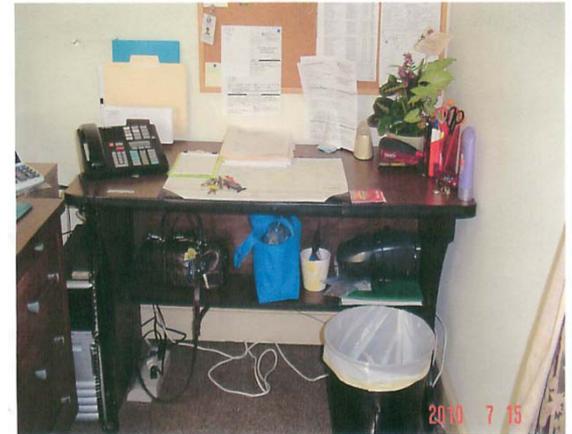
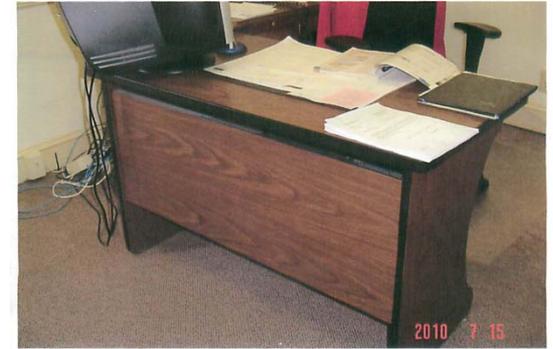
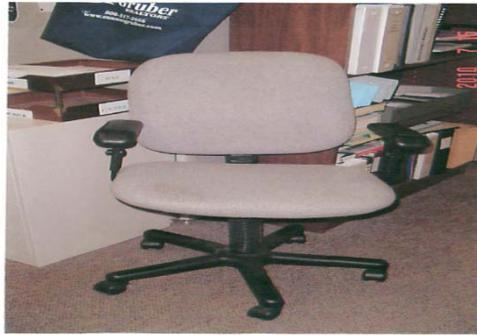
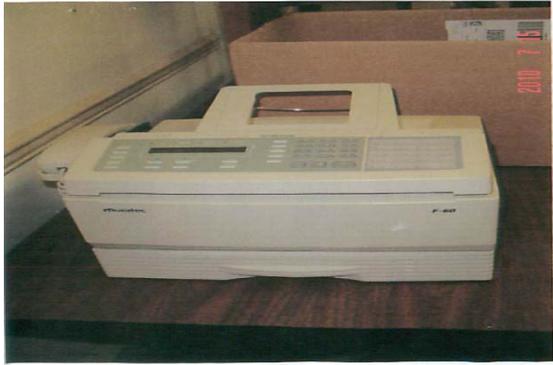
*BE IT FURTHER RESOLVED, The Board of Commissioners authorizes the County Manager (or designee) to dispose of this property and incur those costs incidental to sell property; and that advertising, describing the property, the method for bidding and the date, time and place for the award of bid will be placed in the Warren Record and displayed electronically, otherwise appropriately advertised according to law.*

*ADOPTED this the 2<sup>nd</sup> day of August 2010.*

*WARREN COUNTY BOARD OF COMMISSIONERS*

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*Barry Richardson, Chairman*



**SUBJECT: Disposition of Former Peck Manufacturing Facility**

**REQUESTED BY: Commissioner Ernest Fleming**

**SUMMARY: Economic Development Commission request to the Board of Commissioners to set an asking price for the former Peck Manufacturing Facility so that it can be marketed with the goal of creating new community investment and jobs for our citizens.**

**FUNDING SOURCE:**

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

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

The only valuation we have on the Peck Manufacturing property is the Tax Office valuation that was established as part of the County's 2009 Real Property Revaluation. With input from the Tax Administrator, I would recommend the Board consider setting the asking price at the amount set as the minimum bid on the property at the time it was recently auctioned which was \$300,000. This amount should also be negotiable.

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**NOTES:**

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

Dear Mr. Richardson:

At our Board of Directors Meeting on July 19, 2010, the EDC Directors discussed the former Peck Manufacturing Facility, which the county now owns free and clear. The EDC Directors request that the Board of Commissioners set an asking price for the former Peck Manufacturing property so that we can pursue jobs and investment for our constituents.

The primary mechanism for this purpose, provided at no cost through the North Carolina Department of Commerce, is listing the building as available North Carolina's Economic Development Intelligence System data base (EDIS).

(Which can be viewed here: <https://edis.commerce.state.nc.us/EDIS/page1.html>)

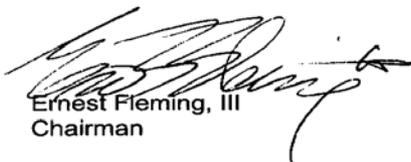
To enter buildings or sites into this data base, listings must include either a sale price or a lease price per square foot.

The Board also respectfully suggests that the Commissioners consider the advantages of engaging a commercial real estate firm to assist in securing a buyer. A commercial Real Estate firm will be highly motivated in marketing the property, as their compensation will be a percentage of the sale.

EDC is committed to extending all of our regional and state resources to assist the county in marketing the property, with the goal of creating new community investment and jobs for our citizens.

Please feel free to contact me if you require additional information.

Sincerely,



Ernest Fleming, III  
Chairman

EFFIII/mr

**Meeting Date: August 2, 2010**

**Item # 17-A**

**SUBJECT: Schedule Public Hearing**

**REQUESTED BY: Julie Reid, Kerr Tar COG CDBG Coordinator**

**SUMMARY: Schedule a public hearing to hear citizen comments regarding Close-Out of 2008 Water Hook-Up Program.**

**Suggested date & time: Tuesday, September 7, 2010 at 9:00 am**

**FUNDING SOURCE:**

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

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

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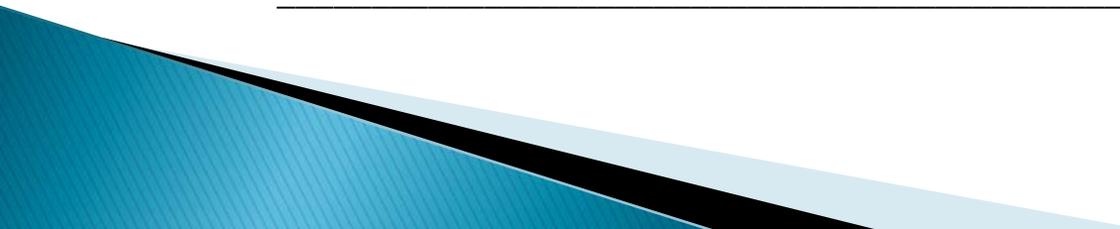
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**NOTES:**

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**Meeting Date: August 2, 2010**

**Item # 17-B**

**SUBJECT: Schedule Public Hearing**

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

**SUMMARY: Schedule a public hearing to hear citizen comments regarding Rezoning Request.**

**Suggested date & time: Tuesday, September 7, 2010 at 9:15 am**

**FUNDING SOURCE:**

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

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

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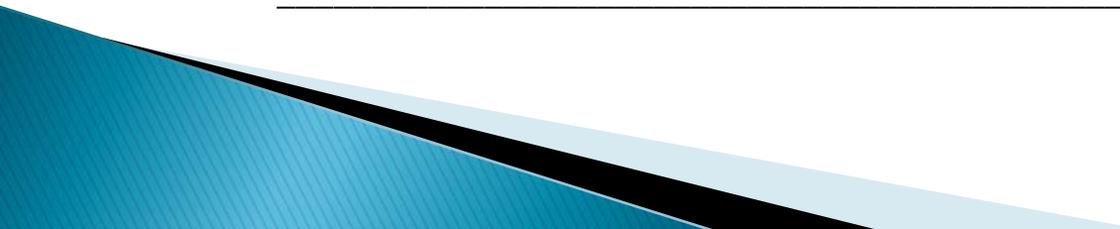
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**NOTES:**

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**Meeting Date: August 2, 2010**

**Item # 17-C**

**SUBJECT: Schedule Public Hearing**

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

**SUMMARY: Schedule a public hearing to hear citizen comments regarding  
Historic Preservation Ordinance:**

- 1) Amendments to By-Laws**
- 2) Proposed Design Guidelines**

**Suggested date & time: Tuesday, September 7, 2010 at 9:30 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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**Meeting Date: August 2, 2010**

**Item # 17-D**

**SUBJECT: Schedule Public Hearing**

**REQUESTED BY:**

**SUMMARY: Schedule a public hearing to hear citizen comments regarding DOT Petition request to abandon a portion of State Road 1502.**

**Suggested date & time: Tuesday, September 7, 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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**Meeting Date: August 2, 2010**

**Item # 18-A**

**SUBJECT: FY 2011 Legislative Goals**

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

**SUMMARY: Proposed Board of Commissioners FY 2011 Legislative Goals are presented for the Board's 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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**WARREN COUNTY  
NORTH CAROLINA**

**WARREN COUNTY BOARD OF COMMISSIONERS  
FY 2011 STATE/FEDERAL LEGISLATIVE GOALS**

Pursuant to action taken at a regularly scheduled meeting of the Warren County Board of Commissioners held on August 2, 2010, the following FY 2011 Legislative Goals are hereby officially adopted:

- 1) Support the allocation of federal funding of the Southeast High Speed Rail System to facilitate the expansion of high speed rail lines in North Carolina from Richmond, VA to Raleigh including local passenger and freight capacity in Warren County where a CSX rail line and right-of-way currently exists. Warren County's Triangle North-Warren certified industrial mega-site containing 867+ acres with expansion capabilities to 1000 acres has immediate access to the CSX rail line and would benefit greatly from main line rail to accommodate the movement of products to and from the industrial site to outside markets.
- 2) Support the allocation of state and federal funding to the NC Department of Transportation to multi-lane US Highway 158 from I-85 in Warren County to SR 1405 east of Littleton in Halifax County, currently scheduled for "Future Years." Enhancement of this major east-west highway corridor between the mountains and the coast, and more locally I-85 and I-95, will facilitate movement of goods and people throughout the northern half of North Carolina.
- 3) Support the allocation of state and federal funding to the NC Department of Transportation to extend NCDOT STIP Strategic Highway Corridor Project Multi-laning of US Highway 401 to Louisburg in Franklin County north through Warren County to connect with US Hwy 1/158 and I-85, providing alternate routes to Raleigh metro area to relieve congestion, improve highway safety, and promote growth in regions north of the Triangle.
- 4) Support legislation to require all taxes levied on manufactured homes to be paid before the home may be moved, repossessed or sold on-site.
- 5) Support an increase in the reimbursement rate for local government collection efforts related to in-rem foreclosures.
- 6) Support legislation to increase the daily reimbursement rate to counties for housing state inmates in county jails.
- 7) Support legislation to allow counties to collect additional court facilities fees to help fund capital, operational and other needs associated with ever-increasing judicial activities.
- 8) Support legislation providing the necessary capital for the maintenance, upgrade, installation and expansion of public water, sewer and storm water infrastructure. Warren County has a 30-year old Wastewater Treatment Plant that needs major rehabilitation at the estimated cost of \$3.5 million. Low-wealth jurisdictions such as

Warren County are not able to fund such costly water/sewer projects and keep the costs of services at a rate customers are willing and able to pay.

- 9) Support legislation to ensure that state-funded mental health, developmental disability, and substance abuse services are available, accessible and affordable to all citizens and that sufficient state resources fund service provision costs inclusive of sufficient crisis beds.
- 10) Support legislation to ensure that the 40 percent set aside of net lottery receipts for school construction be allocated annually to counties and schools and not be reduced to help fill revenue gaps in the State's budget. These monies are sorely needed in Warren County and other low-wealth jurisdictions that are not able to replace these critical dollars needed to help fund school capital needs.
- 11) Support funding for last-mile broadband solutions to increase accessibility and options for Internet access in rural areas. Warren County received substantial assistance in increasing broadband accessibility through legislative funding to E-NC in partnership with local provider CenturyLink; however, solutions are still needed for extending this infrastructure to all citizens.
- 12) Support legislation to increase funding for agricultural research and extension services offered through NC State University and NC A&T State University and to ensure that existing research stations are maintained at the current level of service.
- 13) Support additional funding for gang prevention, interventions and suppression activities.
- 14) Oppose legislation authorizing local governments to enter into collective bargaining agreements with public employees, or mandating dues check-off programs. Such legislation would impose an undue hardship on local governments, particularly low-wealth jurisdictions, as another unfunded mandate.
- 15) Oppose legislation shifting the State's existing fiduciary responsibility for funding transportation (highways/roadways) construction and maintenance projects to county governments that do not have the ability to fund nor maintain the state's highway/roadway system.

Adopted this the 2<sup>nd</sup> day of August, 2010.

**WARREN COUNTY BOARD OF COMMISSIONERS**

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Barry Richardson, Chairman

ATTEST:

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Angelena Kearney-Dunlap, Clerk to the Board

**Meeting Date: August 2, 2010**

**Item # 18-B**

**SUBJECT: County Manager's Report**

**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. Contracts approved are submitted for the Board's information:**

**FUNDING SOURCE:**

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

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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**Report of Contracts Approved by the County  
Manager have been provided in separate e-mail.  
Document contained 87 pages.**

Public Works

Resolve Environmental Services, PLLC  
410 East Franklin St.  
Monroe, NC 28112

Senior Center

Five County Mental Health Authority  
134 S. Garnett St.  
Henderson, NC 27536

CDBG Water Hook-Up Demonstration Project

After soliciting and opening bids, the following contracts have been executed to hook-up residential households to the County's public water system. CDBG Water Hook-Up funds will be used to pay the stated contract costs.

Mustian Electric & Plumbing  
1561 US Hwy 401 South  
Warrenton, NC 27589

- |                         |       |
|-------------------------|-------|
| 1. 108 Mustian Road     | \$855 |
| 2. 219 Occonechee Trail | \$560 |
| 3. 178 E. Kearney Rd.   | \$355 |
| 4. 151 Annie Jones Rd.  | \$700 |

**Meeting Date: August 2, 2010**

**Item # 18-C**

**SUBJECT: County Manager's Report**

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

**SUMMARY: County Manager's Report of activities for July, 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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## **Administration**

- Prepared for and attended Board of County Commissioners regular monthly meeting (7/6/10)
- Participated in a phone interview with Matt Rutledge, of the Environmental Defense, to discuss energy efficiency and weatherization initiatives in Warren County (7/6/10)
- Met with Finance Director and Buildings & Grounds Manager to discuss status of ongoing capital projects (7/6/10)
- Participated in meeting with local leaders and representatives from Senator Hagan's District Staff (7/7/10)
- Met with Carla Norwood and others to discuss potential agricultural-related economic development projects for Warren County (7/7/10)
- Attended Women of Warren Chamber Event Planning Committee Meeting (7/9/10)
- Attended Gang Grant Committee meeting (7/12/10)
- Attended Complete Count Committee Meeting (7/12/10)
- Met with Town Manager of Warrenton to discuss status of Wastewater Treatment Plant funding (7/13/10)
- Met with Soil Conservation Director to discuss office space (7/14/10)
- Attended FEMA Advisory Board Meeting (7/15/10)
- Met with Public Works Director to discuss solid waste issues (7/20/10)
- Met with Social Services Director and others to discuss Flex proposal for DSS employees and other matters (7/20/10)
- Annual Leave (7/21-23/10)
- Attended Senior Center Advisory Board meeting (7/27/10)
- Attended Women of Warren Chamber Event Planning Committee meeting (7/28/10)
- Met with Soil Conservation Director and others to discuss office space (7/28/10)
- Annual Leave (7/29-30/10)

## **Project Updates**

### **Construction/Renovation Projects**

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

The former Library building renovation project is 100% complete. The Tax Administrator's Office occupied their new location the week of July 12th. An open house for this newly renovated facility will be scheduled in the near future. Work has not yet begun on the former Mental Health Building renovation project.

### EMS Satellite Facilities

The Afton EMS facility is approximately 50% complete at this time. Shingle roof has been installed, framing and brick work has been completed. Sprinkler system has also been installed. The Davis-Bugg Road EMS site has been cleared in preparation for site improvements.

### Soul City Pump Station Rehab Project

This project is substantially complete at 97% at this time. We anticipate completion within budget in the next one to two weeks. In case you have not noticed, the awful smell on Ridgeway Street has been resolved!

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

There have been no new developments with our efforts to obtain funding to make critical repairs and upgrades to Warren County's regional wastewater treatment. We have asked Rivers & Associates Engineers to assist us in researching and identifying funding sources, including grants and loans, for this project.

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

Warren County was 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 has been completed and the final pay request has been submitted to the state. All paperwork is in order and we are waiting to schedule a final walk-through with state officials before closing out this project.

### **CDBG Projects**

#### CDBG Water Hook-Up Project

Bids have been solicited, opened and awarded to hook-up four additional homes in the CDBG Water Hook-Up Project. Kerr-Tar COG is moving forward with preparing a grant application for the next funding cycle for this grant.

#### Ephraim Place Subdivision CDBG Project

The Ephraim Place Subdivision CDBG Project was scheduled to be completed by June 15, 2010. We have requested an extension of time through July 31, 2010 to complete this project. The additional time is needed to expend remaining CDBG funds for the infrastructure improvements. We have not yet heard from the Division of Community Assistance on whether the extension request has been granted.

### **Energy Efficiency Community Block Grant Program**

In May 2010 Warren County was awarded an Energy Efficiency Community Block Grant in the amount of \$182,933. These funds will be used to make improvements to several county buildings and facilities to make them more energy efficient. We anticipate soliciting bids for the energy efficiency upgrades in September with anticipated completion of the project in the spring.

In addition to these grant funds we were recently awarded incentive grant funding from Progress Energy Carolinas, Inc. (PEC) in the amount of \$27,272 to upgrade lighting in various county buildings and facilities. We are working directly with representatives of PEC to complete this project.

### **Progress Energy Carolinas, Inc. Neighborhood Energy Saver Program**

I was recently contacted by representatives of Progress Energy Carolinas, Inc. (PEC) regarding their project entitled Neighborhood Energy Saver Program. Through this program PEC proposes to assist hundreds of low-income homeowners and tenants in Warren County who are PEC residential metered customers to implement a comprehensive package of electric conservation measures to increase the homes' energy efficiency at no cost to the customers. PEC will also complete Home Energy Evaluation surveys to identify energy efficiency opportunities in the homes; provide one-on-one customer education on energy efficiency techniques and conservation measures; promote behavioral changes that will help low-income customers more effectively control their energy usage and increase their participation in other PEC's DSM/EE programs; and educate low-income customers on other conservation incentives that are available.

Our GIS/IT Administrator is working closing with PEC representatives utilizing the Housing Study Report and data recently completed by the Kerr-Tar COG to assist PEC's efforts to identify neighborhoods of low-income homeowners and tenants in Warren County.

### **Customer Service Improvement Initiative**

The Customer Service Committee has been very busy identifying ways to improve county employees' customer service provision. Effective June 1<sup>st</sup>, I implemented a Telephone Etiquette Standard Operating Procedure (SOP) for all county employees. In addition to other telephone answering procedures, the SOP contains a telephone answering script that all employees have been instructed to use to standardize the greeting heard when calling county offices. The Committee has also developed a survey that will be placed on the county web site and in other locations for citizens and employees to give us feedback on our current customer service provision and also to solicit input on ways we can improve. On August 31<sup>st</sup> we have arranged, with assistance of the Dean of VGCC's Warren County Campus, to hold two mandatory customer service training sessions for Warren County employees at the Warren County Campus. These training sessions are being funded through the VGCC Small Business Center at no cost to Warren County.

### **Other Activities**

- Attended Southeast High Speed Rail Public Hearing and Informational Meeting (7/13/10)

# *Closed Session*

*In accordance with*

***NC GS 143-318.11(a)(5)***

*to discuss*

***Property Acquisition***

*Adjourn Meeting*