

*WARREN COUNTY
BOARD OF COMMISSIONERS*

July 5, 2011

*5:45 pm – Public Hearing - Amendments to Ephraim Place
CDBG Housing Development Project*

6:00 pm – Regular Meeting

*Warren County Armory Civic Center
Meeting Room*

Prepared by

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

July 5, 2011
Public Hearing
5:45 pm

Amendments to 2003
Ephraim Place CDBG
Housing Development
Project

Public Hearing Agenda

- ▶ Chairman call Public Hearing to Order
 - ▶ Clerk read Notice of Public Hearing
 - ▶ Overview of Amendments to Housing Project – Cathy Alston–Kearney
 - ▶ Clerk read Rules of Citizen Comments
 - ▶ Citizen Comments
 - ▶ County Manager and/or Commissioner Comments
 - ▶ Adjourn
- 

County of Warren

Notice of Public Hearing FY 2003 Community Development Block Grant Housing Development Program

Notice is hereby given that the Warren County Board of Commissioners will conduct a public hearing on, Tuesday, July 5, 2011 at 5:45 pm in the Warren County Armory Civic Center, 501 US Hwy 158 Bus, East, Warrenton, NC.

The purpose of this hearing is to consider a program amendment to FY 2003 CDBG Ephraim Place Housing Development Project. The program amendment will reduce project activity from 19 units to 4 units of single family housing due to significant changes in the economic and housing production conditions in the county.

The total cost of the FY 03 CDBG Ephraim Place Project is \$1,543,566 of which \$190,000 (1.2%) is being financed with CDBG funds.

All interested citizens are encouraged to attend this public hearing, and all comments are welcome. Anyone wishing to submit written comments should do so by submitting them directly or by mail no later than 5:00 pm, July 5, 2011, to:

Linda T. Worth, Warren County Manager
105 South Front St, Post Office Box 619
Warrenton, North Carolina 27589

“Esta informacion esta disponible en espanol o en cualquier otro idioma bajo peticion. Por favor, pongase en contacto co: Angelena Kearney-Dunlap, County Clerk, County 105 S. Front St, PO Box 619, Warrenton, NC 27589 and (252) 257-3115 de alojamiento para esta solicitud.”

PUBLIC HEARING PROCEDURES

- ▶ This public hearing is being held to hear citizens' comments regarding amendments to the 2003 CDBG Ephraim Place Housing Development Project.

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*

6:00 pm
Call to Order July 5, 2011
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: July 5, 2011

Agenda Item # 5

SUBJECT: Adopt July 5, 2011 Suggested Agenda

REQUESTED BY: Clerk / Deputy Clerk to the Board

SUMMARY: None

FUNDING SOURCE: N/A

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

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

NOTES:



*SUGGESTED AGENDA
FOR
July 5, 2011 REGULAR MONTHLY MEETING
OF THE WARREN COUNTY BOARD OF COMMISSIONERS
Warren County Armory Civic Center Meeting Room
WARRENTON, NORTH CAROLINA*

5:45 pm - Public Hearing

Amendments to 2003 Ephraim Place
CDBG Housing Development Project

1. Call to Order Regular Monthly Meeting – 6:00 pm by Chairman or Designee
2. Moment of Silence
3. Conflict of Interest Disclaimer
4. Citizen Comments
5. Adopt July 5, 2011 Suggested Agenda
6. Consent Agenda
 - A. Approve Minutes of:
 - June 6, 2011
 - Public Hearing – Amendments to Historic Preservation Ordinance – Design Guidelines
 - Public Hearing – 2011 CDBG Application
 - Public Hearing – 2010 CDBG Contingency Projects – Water Hook-Up Program
 - Regular Board Meeting
 - June 13, 2011 Budget Public Hearing
 - June 21, 2011 Budget Special meeting
 - B. Interest Income Report May 2011 – Finance Director Barry Mayo
 - C. Tax Collector’s Report May 2011 – Tax Administrator Robert Mitchum
 - D. Tax Release Requests (Over \$100) – Tax Administrator Robert Mitchum
Tax Release Requests (Under \$100) - “ “ “ “
 - E. Tax Collector’s Employee Performance Bond Renewal – Robert E. Mitchum
 - F. Resolution – September 11-17, 2011 Firefighters Week

7. Reserved for Finance Officer – Barry Mayo
8. Follow-Up to Public Hearing : Amendment to CDBG Ephraim Place Project Grant– Cathy Kearney
9. Board/Commission Member Appointments:
 - A. Jury Commission – Mary C. Harris
 - B. Nursing Home Citizens Advisory Council – Carolyn Williams
10. Senior Center Nutrition Contract for FY 2011-12 – Arnetta Yancey
11. Juvenile Crime Prevention Council FY 2011-12 Annual Plan – William Kearney
12. Memorial Library Revised Hours of Operation – Terry Henderson
13. Internet Based Auction – Clerk to the Board
 - A. Approve Report on Sale of Surplus/Tax Foreclosed Properties
 - B. Authorization to use “PublicSurplus.com” alternate internet auction site
14. Schedule Public Hearings
 - A. Petition Request to Rename Leroy Cheek Road - August 1st @ 5:45 pm
 - B. Revisions to Warren County Zoning Ordinance – September 6, 2011 @ 5:45 pm
 - C. Amendments to Official County Zoning Map – September 6, 2011 @ 5:30 pm
 - D. Amendments to Warren County Subdivision Ordinance – September 6, 2011 @ 5:15 pm
15. County Manager’s Report
 - A. Request to Extend Interim Cooperative Extension Director Appointment
 - B. Contracts Executed
 - C. Monthly Report
16. Adjourn Meeting

Minutes of

June 6, 2011

Public Hearing – Amendments to Historic Preservation Ordinance
– Design Guidelines

Public Hearing – 2011 CDBG Application

Public Hearing – 2010 CDBG Contingency Projects – Water Hook-
Up Program

Regular Board Meeting

June 13, 2011

Budget Public Hearing

June 21, 2011

Budget Special meeting

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

Meeting Date: July 5, 2011

CONSENT AGENDA Item # 6B

SUBJECT: Approve Interest Income Report for May 2011

REQUESTED BY: Barry Mayo, Finance Director

SUMMARY: None

FUNDING SOURCE: N/A

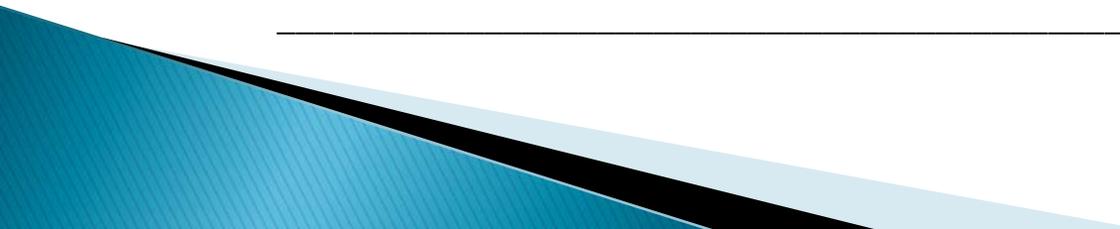
APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE: N/A

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval.

NOTES:



INTEREST INCOME REPORT
Month of May 2011

FUND	MAY INCOME	FISCAL YEAR TO - DATE
General	671.57	14,202.13
Revaluation	11.92	190.34
E 911 Telephone System	24.46	444.67
Buck Spring Project	19.10	347.36
Ambulance Storage Facility	26.80	322.93
Library Building Project Fund	0.00	12.54
National Guard Armory	1.23	42.80
Regional Water Enterprise Fund	32.95	583.26
District 1 Enterprise Fund	48.44	829.17
Solid Waste	21.27	339.59
District II Enterprise Fund	49.74	831.93
District III Capital Project Fund	9.43	190.75
District III Phase II BANS	0.25	4.52
District III Enterprise Fund	31.80	601.45
Soul City Pump Station Improvements	0.30	4.89
	949.26	18,948.33

Meeting Date: July 5, 2011

CONSENT AGENDA Item # 6C

SUBJECT: Approve Tax Collector's Report

REQUESTED BY: Robert E. Mitchum, Tax Administrator

SUMMARY: None

FUNDING SOURCE: N/A

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

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval.

NOTES:

**Tax Collector's Report
to the Warren County Board of Commissioners
For the Month MAY 2011**

Current Year Collections

Tax Year	Charge	Collected in MAY	Collected to Date	Balance Outstanding	Percentage Collected
MAY 2011 FY11	\$15,394,887	\$140,122	\$14,437,526	\$957,361	93.78%
MAY 2010 FY10	\$15,144,901	156,051	14,372,198	772,703	94.90%

Delinquent Collections

2009	\$689,572	\$34,979	\$405,239	284,333	58.77%
2008	241,254	6,743	60,790	180,464	25.20%
2007	188,325	4,188	29,575	158,750	15.70%
2006	160,261	1,995	21,652	138,609	13.51%
2005	129,205	1,053	14,787	114,418	11.44%
2004	111,054	517	8,992	102,062	8.10%
2003	93,454	521	6,320	87,134	6.76%
2002	115,031	629	5,651	109,381	4.91%
2001	168,174	482	5,535	162,639	3.29%
2000	93,724	374	3,818	89,906	4.07%
Total Delinquent Years	\$ 1,990,054	\$51,481	\$ 562,359	\$ 1,427,696	

Other MAY Receipts

County Penalties

Landfill User Fees

Municipalities

Fire District Taxes

Advance Taxes

\$ 14,269	\$ 173,413
\$ 21,438	\$ 1,147,624
\$ 7,460	\$ 680,182
\$ 10,962	\$ 735,369
\$ 12,255	\$ 22,760

MAY GRAND TOTAL

\$ 257,987	\$ 17,759,233
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R. Edwin Mitchum

R. Edwin Mitchum, Tax Collector

6/22/2011

Date

Meeting Date: July 5, 2011

CONSENT AGENDA Item # 6D

SUBJECT: Request for Tax Releases

REQUESTED BY: Robert E. Mitchum, Tax Administrator

SUMMARY: None

FUNDING SOURCE: N/A

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

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

NOTES:



Over \$100

Over \$100	6/6/2011	Date:
<u>ERROR CORRECTION RELEASES:</u>		
ALLTEL COMMUNICATIONS	2010 1481 200	26014 \$ 514.31 BOER ADJUSTMENT
ALLTEL COMMUNICATIONS	2010 1481 201	26010 \$539.79 BOER ADJUSTMENT
ALLTEL COMMUNICATIONS	2010 1481 202	26007 \$552.19 BOER ADJUSTMENT
ALLTEL COMMUNICATIONS	2010 1481 203	26013 \$711.91 BOER ADJUSTMENT
COLLIER BENNIE	2010 9183 300 H11 2	7965 \$525.31 ORIGINAL TAX BILL AMENDED
DIAMONDBACK LOGGING	2005 34049 105	5199 \$1,176.02 ORIGINAL TAX BILL AMENDED
DIAMONDBACK LOGGING	2006 34049 106	5148 \$1,260.09 ORIGINAL TAX BILL AMENDED
DIAMONDBACK LOGGING	2007 34049 107	5199 \$1,444.14 ORIGINAL TAX BILL AMENDED
DIAMONDBACK LOGGING	2008 34049 108	5216 \$1,420.64 ORIGINAL TAX BILL AMENDED
DIAMONDBACK LOGGING	2009 34049 109	5232 \$894.61 ORIGINAL TAX BILL AMENDED
DIAMONDBACK LOGGING	2010 34049 200	5199 \$658.47 ORIGINAL TAX BILL AMENDED
GARDNER JOHN E & LYDIA C	2010 27780 300 A2C 10B	26099 \$104.12 ADJUST VALUE OF MH ON DISCOVER
HINTON MARY J	2000 20211 100	32733 \$136.92 PROPERTY DOES NOT EXIST
INLAND PAPERBOARD & PACK	2006 22376 106	5314 \$16,140.82 AWAITING DECISION OF PTC
INLAND PAPERBOARD & PACK	2007 22376 107	5418 \$7,665.21 AWAITING DECISION OF PTC
INLAND PAPERBOARD & PACK	2008 22376 108	5436 \$20,856.80 AWAITING DECISION OF PTC
INLAND PAPERBOARD & PACK	2009 22376 109	5456 \$10,166.93 AWAITING DECISION OF PTC
INLAND PAPERBOARD & PACK	2010 22376 300	5580 \$15,644.45 AWAITING DECISION OF PTC
KEETER EMERY L & BRENDA	2010 23818 316	7652 \$1,362.38 BOER ADJUSTMENT
LKG HARDWARE LLC	2010 9173 200	26085 \$495.82 BOER ADJUSTMENT
NORTH STAR INDUSTRIES	2010 31861 200	6438 \$3,716.29 APPEALED & WAS IN COMPLIANCE
OCAMP FABIAN MARTINEZ	2010 3057 200	30739 \$131.04 MH LISTED TWICE
PAIGE REGINA	2007 4509 107	46635 \$252.59 MH LISTED TWICE
PAIGE REGINA	2008 4509 108	50054 \$233.90 MH LISTED TWICE
PAIGE REGINA	2009 4509 109	56880 \$177.08 MH LISTED TWICE
PAIGE REGINA	2010 4509 200	29744 \$168.53 MH LISTED TWICE
RICHARDSON DOROTHY	2010 34128 329 K11 4	11214 \$566.45 HSE LISTED TWICE
RICHARDSON DOROTHY	2009 34128 109 K11 4	11214 \$566.45 HSE LISTED TWICE
STEGALL DENNIS H &	2010 38829 312	7928 \$253.32 BULKBARNS LISTED REAL NOW PP
STEVENSON RONALD E HERIS	2009 39038 109 F5 351	56961 \$128.16 DECEASED 4/2009
STEVENSON RONALD E HERIS	2010 39038 200 F5 351	34192 \$129.37 DECEASED 4/2009
TAR HEEL TIRE & SALES	2010 39715 303	7567 \$637.36 BOER ADJUSTMENT
WORTHAM DEREKE & ALMEDA	2010 5892 200 F7 8	30580 \$127.82 MH UNLIVEABLE
WORTHAM DEREKE & ALMEDA	2009 5892 109 F7 8	30580 \$116.68 MH UNLIVEABLE
WORTHAM DEREKE & ALMEDA	2008 5892 108 F7 8	30580 \$120.37 MH UNLIVEABLE
WORTHAM DEREKE & ALMEDA	2007 5892 107 F7 8	30580 \$117.91 MH UNLIVEABLE
WORTHAM DEREKE & ALMEDA	2006 5892 106 F7 8	30580 \$119.61 MH UNLIVEABLE
WORTHAM DEREKE & ALMEDA	2005 5892 105 F7 8	30580 \$119.61 MH UNLIVEABLE
WORTHAM DEREKE	2010 5892 201 F7 3	27111 \$192.95 MH UNLIVEABLE
WORTHAM DEREKE	2009 5892 109 F7 3	27111 \$205.96 MH UNLIVEABLE
WORTHAM DEREKE	2008 5892 108 F7 3	27111 \$268.92 MH UNLIVEABLE
WORTHAM DEREKE	2007 5892 107 F7 3	27111 \$238.92 MH UNLIVEABLE
SUB-TOTAL ERROR CORRECTIONS:		\$90,860.22
<u>MOTOR VEHICLE RELEASES:</u>		
CARD PATRICK A	2010 27135 2126 YRV2658	79203 \$100.94 SOLD
DIPRETE THOMAS A	2010 6745 2662 YTK5821	79739 \$163.90 SOLD
HARRIS HEAVY HAULING LLC	2010 9198 2147 BY8261	79224 \$118.37 SOLD
MOORE HUBERT L JR	2010 18403 2551 XRN7759	79628 \$119.85 SOLD
SUB-TOTAL MOTOR VEHICLE RELEASES:		\$100.94
SUB-TOTAL CORRECTION RELEASES:		\$90,860.22
Total Releases		\$ 90,961.16
<u>LANDFILL USER FEE RELEASES:</u>		
DAVIS ROBERT III	2004 11514 104 C5 109	37425 \$105.00 HSE NOT LIVEABLE
DAVIS ROBERT III	2005 11514 105 C5 109	40273 \$105.00 HSE NOT LIVEABLE
DAVIS ROBERT III	2006 11514 106 C5 109	43556 \$105.00 HSE NOT LIVEABLE
DAVIS ROBERT III	2007 11514 107 C5 109	46865 \$105.00 HSE NOT LIVEABLE
DAVIS ROBERT III	2008 11514 108 C5 109	50320 \$105.00 HSE NOT LIVEABLE
DAVIS ROBERT III	2009 11514 109 C5 109	57335 \$105.00 HSE NOT LIVEABLE
DAVIS ROBERT III	2010 11514 300 C5 109	4558 \$115.00 HSE NOT LIVEABLE
TOTAL LFUF RELEASES:		\$745.00
Total Releases		\$ 91,706.16

Under \$100

Under \$100

6/6/2011

Date: *6/27/11*

ERROR CORRECTION RELEASES:

NAME	Year	ACCT#	MAP #	RECORD #	AMOUNT	REASON
JENKINS ANGEL N	2010	32431 200		28497	\$ 3.84	NO LONGER HAS BOAT
SUB-TOTAL ERROR CORRECTIONS:					\$ 3.84	

MOTOR VEHICLE RELEASES:

BEAUCHAINE ROLAND G	2010	15257 1469	KXW8682	78546	\$37.17	LICENSED IN TN
BERNARD PAUL L	2010	3301 1859	NWW3168	78936	\$55.92	SOLD
BOWEN MARY C	2010	3908 1361	XSB3526	78438	\$9.98	SOLD
BURTON BRENDA P	2010	19330 1861	NWL2374	78738	\$51.34	SOLD
BURTON WILLIAM LEE JR	2010	19330 1511	YRP2587	78588	\$10.85	SOLD
CALES ERNEST	2010	6514 2239	VSL1607	79316	\$57.36	CAR WRECKED
CAROLINA QUALITY INST	2010	3799 2014	TTN4699	72013	\$12.04	HIGH MILEAGE
CARROLL CHRYSYAL LYNN	2010	33784 1986	ZPW4304	79043	\$17.22	BILLED IN GRANVILLE CO
DAVIS JOHN E	2010	10078 2153	XSB4210	79230	\$6.66	SOLD
DAVIS OSCAR JR	2010	28022 1800	VRJ1868	76220	\$7.82	SOLD
DIPRETE THOMAS A	2010	6745 1950	NNN5131	79027	\$26.82	SOLD
DUNKUM PAULA P	2010	18382 1386	RSP5499	78563	\$54.81	RELEASED TO HALIFAX CO
DURHAM ELNORA	2010	12430 1332	MYE2316	78409	\$11.02	SOLD
EDWARDS LONNIE K	2010	18131 1425	MXA7400	77495	\$30.64	SOLD
EDWARDS LONNIE K	2010	18131 2693	2E5163	78763	\$12.24	SOLD
FALTZ FELICIA R	2010	25893 1657	YRN6978	78734	\$8.15	SOLD
GLIDER DRIFTER TRUCKING LLC	2010	19509 1893	MA9118	78970	\$29.70	SOLD
GRAETER JOHN F	2010	8476 2204	AAAMOD	79281	\$72.48	REPOSSESSED
GUSTKEY FRANK R JR	2010	1494 2209	ZWR9987	72208	\$10.02	SOLD
HARRIS ELLA S	2010	18136 2167	YNC7885	70496	\$3.14	TOTALED
HARRIS GWENDOLYN R	2010	32100 2224	XSB2695	79301	\$13.12	TOTALED
HARRIS INVESTMENT INC	2010	9198 2221	TSH5648	79298	\$58.05	SOLD
HARRISON SARAH N	2010	24057 1935	VZZ6985	79012	\$59.31	RELEASED TO VANCE CO
HAYES MICHAEL A	2010	14423 1291	ZPW5678	78368	\$12.36	SOLD
HOLLAND MICHAEL KEITH	2010	4375 1164	ZSW3292	74252	\$4.35	SOLD
HORAN DOUGLAS P	2010	22873 2059	ZPW4161	79136	\$72.00	RELEASED TO WAKE CO
HUSAR IHOR W	2010	25691 2399	BX84439	79476	\$43.50	SOLD
JAMES PAMELA L	2010	7421 2279	ZPW4136	79356	\$31.50	SOLD
JAMES PAMELA L	2010	7421 109	ZPW4136	56191	\$23.45	JUNKED
JONES SCOTTY D	2010	31000 1322	ZRA8169	78399	\$9.00	SOLD
LAWRENCE CYNTHIA D	2010	23561 2081	NWT1081	79158	\$49.58	RELEASED TO DURHAM CO
LEYRER RALPH JR	2010	23043 2437	ZPW4431	79514	\$85.81	SOLD
LOUVIERE BARBARA J	2010	5349 1063	XZL9380	78140	\$9.45	SOLD
LUCK JULIAN A JR	2010	25736 1948	XRN7471	79025	\$9.30	SOLD
MILES RICHARD A	2010	2449 1542	TO49R	78619	\$20.93	SOLD
PASCHALL MELVIN G	2010	30206 1523	ZRF9471	78600	\$27.47	SOLD
PEOPLES WILLIAM E JR	2010	30715 1304	2B1584	86272	\$1.80	SOLD
POMPLIANO VIVIAN	2010	22467 2188	ZXS2467	73778	\$78.31	RELEASED TO WAKE CO
RENSHAW DOUGLAS GENE	2010	5883 1923	WPW8617	76343	\$13.62	SOLD
RIDEOUT KRISTIE L	2010	56150 1935	LILJACK	66903	\$2.68	SOLD
SCHAMBACH GARY J	2010	31084 2395	XSB4624	79472	\$9.60	SOLD
SHIPLEY BUILDERS INC	2010	2063 2160	WRT1501	79237	\$9.30	SOLD
SILVER MICHAEL L	2010	34146 1060	ZTN2914	64321	\$9.46	JUNKED
SINEATH JAMES V JR	2010	28677 1058	DANCER1	74146	\$7.95	MOVED
SINEATH JAMES V JR	2010	28677 1902	YPS6032	74990	\$51.25	MOVED
SINEATH JAMES V JR	2010	28677 2249	ZXW2107	76669	\$32.16	MOVED
SINEATH JAMES V JR	2010	28677 1277	XRN4501	76955	\$1.82	MOVED
SLEDGE CATHERINE G	2010	37704 1662	SXT4276	69991	\$40.80	GAVE TO DAUGHTER
SMITH JO ANN	2010	1241 2282	XSB3176	79359	\$76.68	SOLD
TALTON BOBBY D	2010	27048 1627	YVB9401	77697	\$38.80	SOLD
TALTON BOBBY D	2010	27048 1600	YVB9401	78677	\$47.12	SOLD
TATUM WILLIAM B	2010	34195 2198	YRV8681	79275	\$73.19	SOLD
TERRY TANYA RENEE	2010	20453 1545	YRN9952	78622	\$11.65	RELEASED TO HALIFAX CO
THOMPSON DOROTHY HAMM	2010	29410 2430	ZZN7374	74020	\$71.65	REPOSSESSED
WALSH WILLIAM F	2010	19394 1574	XRN7550	78651	\$27.47	XRN7550
WEST SARAH ANN	2010	43124 1554	SRK3953	78631	\$12.60	JUNKED
WILLIAMS LAWRENCE R	2010	3653 1133	TXK4614	69462	\$1.16	TOTAL LOSS
WILSON HATTIE S	2010	45232 1085	XSB3970	78182	\$4.22	SOLD

SUB-TOTAL MOTOR VEHICLE RELEASES:

\$1,677.85

SUB-TOTAL CORRECTION RELEASES:

\$ 3.84

Total Releases

\$1,681.69

Meeting Date: July 5, 2011

CONSENT AGENDA Item # 6E

SUBJECT: Tax Collector's Employee Performance Bond Renewal

REQUESTED BY: Tax Collector – Robert E. Mitchum

SUMMARY: Annual renewal of Tax Collector's Employee Performance Bond is presented for Board's approval. Effective from July 10, 2011 through July 10, 2012, renewal amount \$200 for \$20,000 coverage.

FUNDING SOURCE:

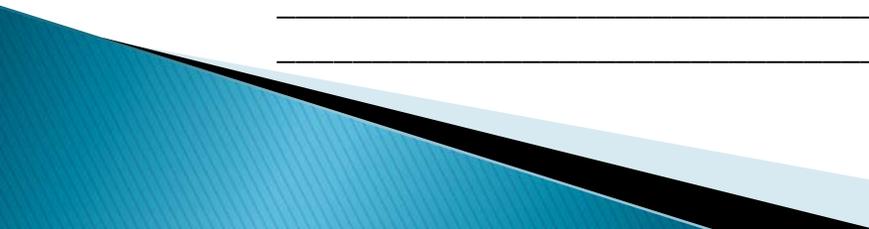
APPLICABLE STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval.

NOTES:



Angelena per board approval
ERC 6/17/11

NOTICE OF PREMIUM DUE



RECEIVED

Phone: 1-888-866-2666
Fax: 1-605-335-0357
Email: uwservices@cnaSurety.com

JUN 21 2011

Billing Date: 05/06/2011
Due Date: 07/10/2011

ROBERT EDWIN MITCHUM
% WARREN COUNTY TAX COLLECTOR
P. O. BOX 185
WARRENTON, NC 27589

Premium: \$200.00

Amount Due: \$200.00

Bond/Policy#: 70129558
Effective Date: 07/10/2011 Anniversary Date: 07/10/2012
Bond amount: \$20,000.00
Name: ROBERT EDWIN MITCHUM
Description: NC TAX COLLECTOR COUNTY OF WARREN

Rem
104144 - 545300

Written By: WESTERN SURETY COMPANY

Your agent has requested that we bill your bond/policy directly from our office. PLEASE PAY THE AMOUNT INDICATED to CNA Surety. If this is a renewal, please submit payment at least two weeks prior to the due date to ensure proper and timely renewal of your bond/policy coverage.

If you have any questions, please contact your agent with whom the bond/policy was written.

Phone: (252)257-3104
Agency: 32-02393

**Warrenton Insurance
Agency, Inc.
P. O. Box 633
Warrenton, NC 27589-0633**

Please detach and return the coupon below with your payment. Please send payment to the address below. For overnight payments please call 1-888-866-2666.

CNA Surety

Amount Due: \$200.00

Bond/Policy#: 70129558 Effective Date: 07/10/2011
Name: ROBERT EDWIN MITCHUM
Description: NC TAX COLLECTOR COUNTY OF WARREN
Written By: WESTERN SURETY COMPANY
Agency: 32-02393 Warrenton Insurance

Check here if changes needed and explain below.

Make Check Payable To CNA Surety

CNA Surety
P.O. Box 802876
Chicago, IL 60680-2876

Meeting Date: July 5, 2011

CONSENT AGENDA Item # 6F

SUBJECT: Resolution – September 11-17, 2011 Firefighters Week

REQUESTED BY: Chairman Barry Richardson

SUMMARY: Submitted for Board’s review and adoption

FUNDING SOURCE:

APPLICABLE STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval.

NOTES:



**County of Warren
State of North Carolina**

**RESOLUTION
RECOGNIZING SEPTEMBER 11-17, 2011
FIREFIGHTERS WEEK IN WARREN COUNTY**

Whereas, Firefighting is one of the most hazardous professions, requiring physical strength, stamina, extensive training, courage and selfless concern for the welfare of others; and

Whereas, Firefighters provide a valuable service to Warren County citizens and their communities; and

Whereas, Firefighters make a sacrifice to protect the lives, property and financial interests of Warren County; and

Whereas, Firefighters respond to emergencies without hesitation when the call of duty arises; and

Whereas, Firefighters work with public safety officials and law enforcement officers to protect the integrity of crime scenes, which is necessary to resolve arson cases; and

Whereas, Firefighters reside in the community in which they serve and have a great appreciation for protecting their communities; and

Whereas, it is appropriate to recognize the duties and services that firefighters perform by observing Firefighters Week.

Now Therefore, be it resolved by the Warren County Board of Commissioners that all firefighters deserve to be honored for the invaluable service they provide to the County, it's citizens and our community.

Be It Further Resolved, citizens of this county are encouraged to observe the week of September 11-17, 2011 as Firefighters Week in Warren County.

This resolution is effective upon adoption this **5th day of July 2011.**

ATTEST:

Angelena Kearney-Dunlap, Clerk

Warren County Board of Commissioners

Barry Richardson, Chairman

Meeting Date: July 5, 2011

Item # 7

SUBJECT: Reserved for Finance Officer

REQUESTED BY:

SUMMARY:

FUNDING SOURCE: N/A

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

NOTES:



Meeting Date: July 5, 2011

Item # 8

SUBJECT: Follow-Up to Public Hearing

**REQUESTED BY: Cathy Alston-Kearney, Executive Director
Warren Family Institute (WFI)
Ephraim Place CDBG Grant Administrator**

SUMMARY: Having held a required public hearing on Tuesday, July 5, 2011 at 5:45 pm to hear citizen comments regarding amendments to 2003 CDBG Ephraim Place Housing Development Grant Project, it is presented for board's action.

FUNDING SOURCE: 2003 CDBG Grant Funds

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval.

NOTES:

Meeting Date: July 5, 2011

Item # 9-A

SUBJECT: Appointment to Board/Commission Membership

REQUESTED BY: Richard Hunter, Clerk of Court

SUMMARY: On recommendation of Clerk of Court, it is presented to re-appoint Mary Catherine Harris to a two-year (2) term on the Jury Commission expiring June 2013.

FUNDING SOURCE: N/A

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

NOTES:



State of North Carolina
General Court of Justice
CLERK OF SUPERIOR COURT

WARREN COUNTY

RICHARD E. HUNTER, JR., CLERK
EX OFFICIO JUDGE OF PROBATE

TELEPHONE: (252) 257-3261
FAX: (252) 257-5529

PO BOX 709
WARRENTON, NC 27589
COURIER # 07-30-02
WEBSITE: <http://www.nccourts.org/County/Warren>

ROBERT H. HOBGOOD
SENIOR RESIDENT JUDGE

HENRY W. HIGHT, JR.
RESIDENT JUDGE

June 8, 2011

Ms. Angelena Dunlap Kearney
Warren County Manager's Office
Front Street
Warrenton, North Carolina

Re: Jury Commission

Dear Ms. Kearney;

Section 9-1 of the General Statutes of North Carolina requires that a three member Jury Commission be appointed to supervise the selection of the Jurors for the Warren County Courts. The appointment is a two year appointment. The Warren County Commissioners are to appoint one of the Commissioners and the other two appointments are made by Judge Hobgood and me. . The current Jury Commissioner appointee from the County Commissioners is Mary Catherine Harris. Her term expires on June 30, 2011. Please schedule her for reappointment at your July Commissioners meeting.

Sincerely yours,

A handwritten signature in black ink that reads "Richard E. Hunter, Jr." with a stylized flourish at the end.

Richard E. Hunter, Jr.

Article 1.

Jury Commissions, Preparation of Jury Lists, and Drawing of Panels.

§ 9-1. Jury commission in each county; membership; selection; oath; terms; expenses of jury system.

Not later than July 1, 1967, there shall be appointed in each county a jury commission of three members. One member of the commission shall be appointed by the senior regular resident superior court judge, one member by the clerk of superior court, and one member by the board of county commissioners. The appointees shall be qualified voters of the county, and shall serve for terms of two years. Appointees may be reappointed to successive terms. A vacancy in the commission shall be filled in the same manner as the original appointment, for the unexpired term. Each commissioner shall take an oath or affirmation that, without favor or prejudice, he will honestly perform the duties of a member of the jury commission during his term of service. The compensation of commissioners shall be fixed by the board of county commissioners, and shall be paid from the general fund of the county. All expenses necessary to carry out the provisions of this Chapter and to administer the jury system, including all data processing, document processing, supplies, postage, and other similar expenses, except as otherwise provided in this Chapter, shall be paid from the general fund of the county, except that the clerk of superior court shall furnish clerical or other personnel assistance, as the commission may reasonably require. (1967, c. 218, s. 1; 1981, c. 720, s. 3; 1991, c. 729, s. 1.)

Meeting Date: July 5, 2011

Item # 9-B

SUBJECT: Appointment to Board/Commission Membership

**REQUESTED BY: Kimberly Hawkins, Regional Ombudsman
Kerr Tar Council of Governments**

SUMMARY: On recommendation of Kimberly Hawkins, it is presented to re-appoint Carolyn Williams to the Nursing Home Citizens Advisory Council for a three-year (3) term expiring January 2014.

FUNDING SOURCE: N/A

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

NOTES:

RECEIVED

MAR 31 2011

Timothy M. Baynes
Executive Director

Member
Governments

COUNTIES

Franklin
Granville
Person
Vance
Warren

MUNICIPALITIES

Bunn
Bulner
Creedmoor
Franklinton
Henderson
Kittrell
Louisburg
Macon
Middleburg
Norlina
Oxford
Roxboro
Stem
Stovall
Warrenton
Youngsville

MEMORANDUM

WARREN COUNTY MANAGER'S OFFICE

To: Ms. Linda Worth, Warren County Manager
From: Kimberly Hawkins, Regional Ombudsman
Date: March 29, 2011
Re: Warren County Community Advisory Committee Membership (Regional Long Term Care Ombudsman Program Volunteers)

Per this memo please review the requested actions listed below on behalf of the Warren County Nursing Home Community Advisory Committee (NCGS§131E-128) and the Adult Care Home Community Advisory Committee Adult Care (NCGS§131D-31).

I am requesting the Warren County Board of County Commissioners to take the following actions on the above referenced committees.

A. Replace The Following Members

<u>Adult Care Home CAC</u>	<u>Term Limit:</u>
Edith Wright (Per member request), Member (Chairperson)	12/1/2012
Mattie Hawkins (Health Issues), Member	12/1/2012
Virginia Hawkins (Health Issues), Member	12/1/2012
Bertha Allen (Health Issues), Member (Secretary)	12/1/2012

<u>Nursing Home CAC</u>	<u>Term Limit:</u>
Alice Swanetta Clayton (per member request), Member	12/1/2012
Sharon Berrun, (per member request), Member	01/01/2009

B. Reappoint

<u>Nursing Home CAC</u>	<u>Term:</u>
Carolyn Williams, Member	Three years

C. Appoint

<u>Nursing Home CAC</u>	<u>Term:</u>
(Replace Ms. Alice Clayton) Charles Jefferson 368 Russell Union Road Norlina, NC 27563 (252) 456-4731	Remainder of Ms. Alice Clayton's term 04/01/2011 until 12/01/2012

In an attempt to recruit members, I have made presentations at a local church, the Warren County Senior Center and the Littleton Senior Center. Each presentation was held in Warren County. The total attendance for all presentations was 50 individuals,

Nursing Home Advisory Council

Term of Office: Three years, expire in January
Authority: Chapter 88, Senate Bill 18
Membership: Appointed
Responsibilities:
Meeting Schedule: Random
Staff Liaison: Kimberly Hawkins, Kerr Tar Council
of Government (252) 436-2040

Member	Position	Term
Carolyn Williams	Appointed (5th term)	Dec 97 – Jan 2011 Jan 2011–Jan 2014
Charles Jefferson	Appointed (fill Clayton term)	Apr11–Dec2012
Kimberly Hawkins	Advisor	N/A
Mary Wilkerson	Appointed 3rd term	Jan02–06, Jan06–09, January09– December2012
Oscar Butch Meek	Appointed 3rd term	Oct02–Jun05, Jun05–Jan09, January2009– December2012
Sharon H. Berrun	Appointed	Feb 06 – Jan 09

Meeting Date: July 5, 2011

Agenda Item # 10

SUBJECT: Senior Center Nutrition Contract for FY 2011-2012

REQUESTED BY: Arnetta Yancey, Senior Center Director

SUMMARY: Contract with a 10% county match for catering services with Purfoods, LLC licensed in the State of Iowa, doing business as Mom's Meals is submitted for Board's review and approval. \$5.85 for each congregate and home-delivered meal.

FUNDING SOURCE: HCCBG

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval. Contract has been reviewed and approved by the County Attorney,

NOTES:

CONTRACT FOR CATERER SERVICES

Senior Center Catering Contract

THIS CONTRACT FOR CATERING SERVICES (hereinafter, "Contract") is made and entered into this the 1st day of July, 2011 by and between Warren County Senior Center, a division of the County of Warren, North Carolina (hereinafter, "Agency") and Purfoods, LLC, a limited liability company duly organized and licensed in the State of Iowa, d/b/a Mom's Meals, and registered as a foreign corporation doing business in North Carolina, (hereinafter, "Caterer");

W I T N E S S E T H

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

WHEREAS, Caterer is a food preparation and management service having the technical knowledge, expertise, experience, and ability required to supply such meals to the Agency;

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

1. Caterer agrees to sell and the Agency agrees to buy meals (specifically for the Agency's Congregate and Home-Delivered Meals programs) which shall meet the nutritional requirements under the Act. Caterer further agrees to prepare and package meals and deliver to the Warren County Senior Center and Home-Delivered Meals Program Clients.
2. Caterer represents that John Phillips, _____ (title within the company) shall represent Caterer and be the primary contact for the Agency in the performance of this Contract, and; further, that John Phillips has the authority to enter into this Contract on behalf of Caterer and to bind Caterer.
3. The Agency represents that Arnetta Yancey, Director of the Warren County Senior Center, shall represent the Center and be the primary contact for Caterer in the performance of this Contract.
4. Caterer acknowledges and agrees that the Agency shall have the full right and authority to:
 - a. To request and expect: 1) menu variety; 2) use of seasonal foods; 3) delivery of quality product, and; 4) use of local produce, when available.

Senior Center
Catering Contract

- b. To inspect all food to determine compliance with specifications and to reject any food not meeting such specifications including, but not limited to, foods not meeting the appropriate temperature requirements;
 - c. To access Caterer's purchase records relating to the food purchased for the Agency's Programs and sites, for review and audit as necessary;
 - d. To inspect, at any time, Caterer's food preparation, packaging, and storage areas, food containers, and utensils used in serving the meals to determine the adequacy of cleaning, sanitation and maintenance practices;
 - e. To inquire, at any time, into Caterer's sanitation reviews, results and scoring by County and/or State health agencies;
 - f. To determine the adequacy of Caterer's storage practices so as to ensure the safekeeping of all food, including that food donated for the Agency's use by the U. S. Department of Agriculture, and; in connection therewith, to have ready access to the related food inventory control records of Caterer to determine the adequacy of Caterer's record-keeping practices;
 - g. To inspect the meals served to determine Caterer's compliance with U. S. Department of Health and Human Services meal-type requirements (Public Law 95-478), and North Carolina Division of Aging meal requirements;
 - h. To reject any meals failing to meet any such requirement, and;
 - i. To withhold from Caterer payment for any meal or meals not meeting prescribed requirements.
5. Caterer agrees it shall: a) comply with Federal, State, and Local laws and regulations governing the preparation, handling and transporting of food; b) procure and keep in effect all necessary licenses, permits and food handler's cards in a prominent place within meal preparation area, as required; c) comply with all applicable Federal, State, and Local laws and regulations pertaining to wages and hours of employment and equal employment opportunity; and, d) comply with all Federal, State, and Local antitrust laws and civil rights laws.
6. Caterer agrees it shall package the food for home-delivered meals in such a manner that, at the time that the meals are delivered: a) all hot food shall maintain a temperature of at least 135° F, and; b) all cold food shall remain at a temperature of 45° F or below. Further, Caterer acknowledges and agrees the Agency shall have the right and authority (at Agency discretion) to randomly check meal temperatures at least once per month on each route, including the last meal delivered on the route to ensure that the food served meets the temperature requirements. Caterer agrees it shall supply the equipment, disposables and condiments for each meal served
7. Caterer shall further deliver meals directly to Agency's clients' doors via FedEx

Senior Center
Catering Contract

for the Agency's Home-Delivered Meals Program, and; Caterer will also deliver meals directly to the Senior Center for the Congregate Meals Program.

8. Caterer will invoice Agency monthly at the rate of \$5.85 per congregate meal and \$5.85 per home-delivered meal. Caterer acknowledges and understands that each invoice must be received by the Agency not later than the 7th day of each month in order for Caterer to receive payment from the Agency in the immediate next accounts/payable cycle. It is agreed, so long as the Agency has received Caterer's billing invoice by the 7th day of the month and the requisitioned funds for such billing has been received by the Agency, the Agency shall pay Caterer's invoice on or before the 6th day of the following month.
9. Caterer understands, acknowledges and agrees that, in order to be in compliance with this Contract, it must maintain the necessary reports and records to document its utilization and origin of food products in accordance with State and Federal Regulations, and produce such documentation upon request by the Agency or any properly governing agency.
10. Upon delivery of food from Caterer, an authorized on-site representative of the Agency shall sign a receipt of such food. Such receipt shall be evidence of delivery only and shall not be an attestation as to quality, quantity, temperature or completeness of any meal. The Agency will notify Caterer of shortages on the same day they occur, when feasible.
11. Caterer shall compensate the Agency for any loss, damage, spoilage or shortage of food caused by the negligent and/or intentional acts and/or omissions of Caterer, its officers, directors, agents and/or employees arising out of or occurring within the scope of Caterer's duties and obligations in carrying out the terms of this Contract. Further, Caterer shall defend and indemnify the Agency against any complaint, claim or lawsuit alleging personal injury, sickness, disease and/or death, arising out of or resulting from the consumption of any meal or portion thereof caused by the production, obtaining, storage, preparation and/or delivery of meals or utensils used by Caterer in fulfilling the terms of this Contract. Caterer's compensation to and/or defense and indemnification of the Agency shall include any and all reasonable attorneys fees and costs incurred by the Agency in its defense of any such complaint, claim and/or lawsuit resulting from Caterer's negligent and/or intentional acts and/or omissions.
12. Caterer agrees it shall supply to the Agency the recipes it utilizes for meals so as to ensure compliance with the U. S. Department of Health and Human Services Public Law 95-478 and the North Carolina Division of Aging meal-type requirements. The Parties agree the menus for meals will be developed by Caterer and overseen by a registered dietician/nutritionist (at Caterer's sole expense), and;

Senior Center
Catering Contract

the County's Aging Director shall conduct quarterly reviews to incorporate consumer requests, as able. Caterer agrees to submit menus to the Agency for review at least two (2) weeks in advance of proposed use. Each page of each menu must bear the signature of the registered dietician/nutritionist, certifying that the Federal regulations stipulating nutritional standards for older adults have been satisfied and nutrient analysis has been completed for each meal menu. **Any menu changes from the certified menu must be approved by a registered dietician/nutritionist and procured by the Caterer, within 90 days of substitution or, in the case of the fourth quarter of the state fiscal year, not later than July 31 and copies submitted to the Agency to be filed with menus for the appropriate quarter.**

13. The Agency shall promptly notify Caterer in writing of any claims against Caterer or the Agency resulting from Caterer's work under this Contract, and; in the event a lawsuit is filed and served on the Agency, the Agency shall promptly forward to Caterer a copy of all legal documents received in connection therewith. The Agency shall not incur any expenses or make any settlement without Caterer's consent; except that, should Caterer refuse or neglect to defend any such suit, the Agency may defend, adjust, and/or settle any such claim as it sees fit. Caterer agrees any such need for the Agency to defend, adjust and/or settle a claim against it, shall require Caterer to pay all costs and expenses of such defense, adjustment or settlement, including reasonable attorney's fees. Caterer further agrees this paragraph may be pled by the Agency before any court of competent jurisdiction in support of the Agency's claim for attorneys' fees, expenses and costs.
14. Caterer shall keep full, complete and accurate records of all purchases and sales covered by this Contract. All such records shall be kept on file for three years (pursuant to Title 45 CFR, Part 74 HHS) after the end of the Federal fiscal year to which they pertain or any other period which North Carolina Division on Aging may from time to time designate.

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

Senior Center
Catering Contract

15. Caterer agrees to furnish the Agency with a certificate of insurance in a form acceptable to the Agency certifying that Caterer carries Workman's Compensation, comprehensive (including products liability), bodily injury and property damage liability insurance with a minimum coverage amount of \$1,000,000.00 each liability policy. Such insurance policy/ies or rider/s shall name the Agency as an additional insured for any work done on the Agency's premises by Caterer. The Agency and Caterer hereby waive any and all rights of recovery from each other for loss to personal or real property, or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage.
16. Caterer will provide National Sanitation Foundation-approved insulated food containers for transportation of meals to the designated site(s).
17. The Agency shall notify Caterer of its weekly meal requirements by 12:00 noon on the Thursday prior to the date on which said meals are to be delivered. This notification may be modified on the date on which said meals are to be delivered and/or served (i.e. due to inclement weather, electrical failures, etc.) The Agency should notify the Caterer not later than 7:00 a.m. on the day of delivery if circumstances prevent delivery.
18. Menu substitutions will not be allowed except under extreme circumstances. If such a circumstance arises, food substitutions must first be approved by a registered dietician to ensure meals meet one-third of the daily Recommended Dietary Allowances. **Excepting extreme or emergent circumstances, substitutions must be approved within 90 days of serving or, in the case of the fourth quarter of the state fiscal year, not later than July 31. Caterer understands, acknowledges and agrees that meals with substitutions not approved in this manner shall not be eligible for reimbursement.**
19. Caterer shall deliver meals by 11:00am daily. Delivery times may be altered upon approval by the Agency. Caterer and Agency will reevaluate time of delivery if problems arise and, the parties agree to cooperate with each other to arrange appropriate times, when necessary.

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

20. Caterer understands the Agency is currently reimbursed for each complete meal

Senior Center
Catering Contract

served; however, if the meals fail to meet minimum standards of quality, temperature or nutritional composition, then the Agency receives no reimbursement. Therefore, Caterer acknowledges and agrees that if minimum standards are not met through any act or failure to act by Caterer and the Agency does not receive its usual reimbursement as a result thereof, then Caterer agrees to reimburse the Agency at the total unit rate of \$5.85 for each substandard congregate meal, \$5.85 for each substandard home delivered meal, \$5.85 for each sub standard boxed meal or any such other unit rate as may be established from time to time by the Agency. The Agency Director shall notify Caterer within forty-eight (48) hours of any failure of performance by Caterer.

21. It is mutually agreed by the Parties (subject to the provisions of Paragraphs 11, 13 and 20 above) that, for any losses resulting from its delay or failure to perform to the extent that the said Party is delayed or prevented by Federal, State or municipal action; war, revolution, or other disorder; strike or other labor problem; fire, flood, act of God or without limiting the foregoing, by any other cause not within the control of the Party whose performance is interfered with and which by the exercise of reasonable diligence, the Party is unable to prevent, whether of the class of causes hereinabove enumerated or not, neither Party shall be held responsible to or by the other.

22. Any unacceptable meal, meals or portion/s thereof will be returned by the Agency.

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

In the event that Agency is unable to purchase the necessary meals or parts thereof, Caterer shall bear the sole liability for the unit cost of \$5.85 for each incomplete and/or unacceptable congregate meal and \$5.85 for each incomplete and/or unacceptable home delivered meal.

23. **This Contract is non-assignable and non-transferable.** Further, no variation or modification of the Contract and no waiver of its provisions shall be valid unless such variation, modification and/or waiver is executed in writing by the duly authorized officers of the Agency and Caterer with the same formality as this original Contract, and specifically stating that such variation, modification and/or waiver voids and/or supersedes the related provisions herein.

24. Caterer covenants that it presently has no interest, direct or indirect, which would

Senior Center
Catering Contract

conflict in any manner or degree with the performance or service required to be performed under this Contract. Caterer further covenants that in or during its performance of this Contract, no person having any such interest shall be employed by Caterer.

25. The Parties agree that if the Agency requires a change in the number of meals to be served or in the number of serving days to be prepared by Caterer, any such change that is mutually agreed upon by and between the Agency and Caterer shall be incorporated herein as a formally written amendment to this Contract.
26. No officer, member or employee of the Agency, and no members of this governing body or the locality or localities in which the Agency is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.
27. It is mutually agreed that if any Party should fail to perform or observe any of the terms or conditions of this Contract, the Party claiming such failure shall give the other Party written notice of such breach. If, within fifteen (15) calendar days from such notice, the failure has not been corrected, the injured Party may cancel the Contract by giving an additional fifteen (15) calendar days written notice. If the failure has been corrected, the injured Party may either choose to terminate the Contract for cause as if the failure had not been corrected OR continue the Contract as written (with the liable Party making restitution as is mutually agreed upon).

The Parties further agree that if this Contract is terminated due to Caterer's default, Caterer shall be liable for the actual cost of meals purchased by the Agency from another vendor, not to exceed \$5.85 for each congregate and/or home delivered meal. Caterer hereby specifically agrees it shall be liable to the Agency for payment of such required meals until a replacement vendor can be contractually secured or for a maximum of thirty (30) calendar days, whichever is shorter.

28. In the event that the Agency's funds are terminated or otherwise unavailable for the purposes set forth in this Contract, the Parties specifically agree this Contract shall immediately, upon notification, become null and void, releasing both the Agency and Caterer from any further obligation to perform contained herein.
29. The Parties further agree that this Contract may be terminated without cause by

Senior Center
Catering Contract

either Party upon either Party giving the other sixty (60) days written notice of its intent to terminate upon a specific date. Otherwise, this Contract shall remain in full force and effect through June 30, 2012 or until terminated as stated above.

30. Notice of termination, complaint, or legal action must be sent to the Party's address below by first class, certified mail, return receipt requested:

Purfoods, LLC d/b/a Mom's Meals
ATTN: **Rickey L. Anderson, Registered Agent**
718 SE Shurfine Drive
Ankeny, IA 50021

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

31. In the carrying out of its work under this Contract, Caterer will not discriminate against any employee or applicant for employment because of age, sex, race, creed, handicap, color or national origin. Caterer will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, handicap, color or national origin. Such action shall include recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Caterer agrees to post in conspicuous places, available to all employees and applicants for employment, notice to be provided by the Government setting forth the provision of this non-discrimination clause. Caterer will, in all solicitations or advertisements for employees placed, or on behalf of Caterer, state that all qualified applicants will receive consideration for employment without regard to age, sex, race, creed, handicap, color or national origin.
32. Caterer shall immediately notify the Center of any changes made in or to its license, Food Liability Insurance, and Grade A Sanitary Rating. **This Contract is in effect only as long as Caterer maintains a Grade A Rating and shall be terminated immediately (without recourse) upon change from a Grade A Rating and/or loss of Food Liability Insurance.**
33. It is agreed the Agency's Nutrition Director, or his/her designee, will conduct a formal on-site assessment of Caterer at least on an annual basis. The Agency's

authorized representatives, and representatives from the North Carolina Division of Aging shall have the right to conduct on-site review of the food service operation.

34. Any Federally donated commodities requested and received by on behalf of the Agency and made available to Caterer shall inure only to the benefit of the Agency's food service program and be utilized therein. Caterer shall maintain adequate storage practices, inventory and control of such foods to ensure that its use is in conformance with the requirements of the United States Department of Agriculture and the North Carolina Division of Aging. Caterer shall provide ready access to the food storage area and to the inventory and control records of the food purchases and the Government food donated by the U. S. Department of Agriculture for such inspection, and; review as, in the opinion of the United States Department of Agriculture and the North Carolina Division of Aging, may be necessary.
35. The Parties acknowledge and agree that they have attempted to create a Contract that is lawful and enforceable in all respects. In the event that any provision of this Contract is found or deemed to be illegal or otherwise invalid and unenforceable, whether in whole or in part, such invalidity shall be severed from the Contract and shall not affect the enforceability of the remaining terms hereof.
36. This Contract shall be interpreted and construed in accordance with laws of the State of North Carolina and venue for both personal and subject matter jurisdiction shall be solely in the state courts of Warren County, North Carolina.
37. The Parties acknowledge and agree that this Contract is the entire agreement between the Parties that exists as of its effective date. Any and all prior agreements, either written or oral, or understandings that are not embodied in this Contract are void and of no force or effect. Moreover, except as outlined herein, the terms of this Contract may *not* be modified *except* by written agreement executed by both Parties with the same formality as this original Contract.
38. The Parties acknowledge that they have carefully read this Contract, understand its content and intent, and have had the opportunity to consult with their individual attorneys regarding the matters addressed herein.

SIGNATURE & ATTESTATION PAGE FOLLOWS

**Senior Center
Catering Contract**

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

Attest: Agency: **Warren County Senior Center**

Signature BY: **Barry Richardson, Chairman**
Warren County Board of Commissioners

Date

Attest: **Caterer: Purfoods, LLC d/b/a Mom's Meals**

Signature BY: **Rickey L. Anderson, President**

Date

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

Warren County Finance Officer



Elaine F. Marshall
Secretary

North Carolina
**DEPARTMENT OF THE
SECRETARY OF STATE**
PO Box 29622 Raleigh, NC 27626-0622 (919)807-2000

SearchType: Starting With Search Criteria: purfood 6/24/2011 11:53:26 AM
Clickon the entity name below to view the business profile

	Entity Name	Type	Status	Formed	Online Annual Reports
NC	PurFoods, LLC	LLC	Current-Active	6/24/2011	File Report

1 Records Returned. Search Again

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Senior Center
Catering Contract



Elaine F. Marshall
Secretary

North Carolina

DEPARTMENT OF THE
SECRETARY OF STATE

PO Box 29622 Raleigh, NC 27626-0622 (919)807-2000

Date: 6/24/2011

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Corporation Names

Name	Name Type
NC PURFOODS, LLC	LEGAL

Limited Liability Company Information

SOSID:	1209910
Status:	Current-Active
Effective Date:	6/24/2011
Dissolution Date:	
Annual Report Due Date:	
Citizenship:	FOREIGN
State of Inc.:	IA
Duration:	PERPETUAL
Annual Report Status:	CURRENT

Registered Agent

Agent Name:	CT CORPORATION SYSTEM
Office Address:	150 FAYETTEVILLE ST., BOX 1011 RALEIGH NC 27601

Mailing Address:	150 FAYETTEVILLE ST., BOX 1011 RALEIGH NC 27601
------------------	--

Principal Office

Office Address:	718 SE SHURFINE DRIVE ANKENY IA 50021
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Mailing Address:	718 SE SHURFINE DRIVE ANKENY IA 50021
------------------	--

Officers

Senior Center
Catering Contract

C201117300309

State of North Carolina
Department of the Secretary of State

SOSID: 1209910
Date Filed: 6/24/2011 11:34:00 AM
Elaine F. Marshall
North Carolina Secretary of State
C201117300309

APPLICATION FOR CERTIFICATE OF AUTHORITY
FOR LIMITED LIABILITY COMPANY

Pursuant to §57C-7-04 of the General Statutes of North Carolina, the undersigned limited liability company hereby applies for a Certificate of Authority to transact business in the State of North Carolina, and for that purpose submits the following:

1. The name of the limited liability company is PurFoods, LLC;

and if the limited liability company name is unavailable for use in the State of North Carolina, the name the limited liability company wishes to use is Mom's Meals

2. The state or country under whose laws the limited liability company was formed is: Iowa

3. The date of formation was 12-26-2002; its period of duration is: Perpetual

4. Principal office information: (Select either a or b.)

a. The limited liability company has a principal office.

The street address and county of the principal office of the limited liability company is:

Number and Street 718 SE Shurfine Drive
City, State, Zip Code Ankeny, Iowa 50021 County Polk County

The mailing address, *if different from the street address*, of the principal office of the corporation is:

b. The limited liability company does not have a principal office.

5. The street address and county of the registered office in the State of North Carolina is:

Number and Street 150 Fayetteville Street, Box 1011
City, State, Zip Code Raleigh, North Carolina 27601 County Wake County

6. The mailing address, *if different from the street address*, of the registered office in the State of North Carolina is:

7. The name of the registered agent in the State of North Carolina is: CT Corporation System

Senior Center
Catering Contract

APPLICATION FOR CERTIFICATE OF AUTHORITY

Page 2

8. The names, titles, and usual business addresses of the current managers of the limited liability company are:
(use attachment if necessary)

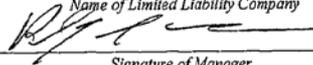
<u>Name</u>	<u>Business Address</u>
Rickey L. Anderson, Member (50%)	718 SE Shurfine Drive, Ankeny, Iowa 50021
David Ramsay, Member (50%)	718 SE Shurfine Drive, Ankeny, Iowa 50021
_____	_____
_____	_____
_____	_____

9. Attached is a certificate of existence (or document of similar import), duly authenticated by the secretary of state or other official having custody of limited liability company records in the state or country of formation. The Certificate of Existence must be less than six months old. A photocopy of the certification cannot be accepted.

10. If the limited liability company is required to use a fictitious name in order to transact business in this State, a copy of the resolution of its managers adopting the fictitious name is attached.

11. This application will be effective upon filing, unless a delayed date and/or time is specified: _____

This the 21st day of June, 2011.

PurFoods, LLC
Name of Limited Liability Company


Signature of Manager

Rickey L. Anderson
Type or Print Name

Notes:

1. Filing fee is \$250. This document must be filed with the Secretary of State.

CORPORATIONS DIVISION

P. O. BOX 29622

RALEIGH, NC 27626-0622

(Revised January 2002)

(Form L-09)

IOWA SECRETARY OF STATE
MATT SCHULTZ



Date: 6/21/2011

CERTIFICATE OF EXISTENCE

Name: PURFOODS, LLC (489DLC - 274005)
Date of Incorporation: 12/26/2002
Duration: PERPETUAL

I, Matt Schultz, Secretary of State of the State of Iowa, custodian of the records of incorporations, certify that the limited liability company named on this certificate is in existence and was duly incorporated under the laws of Iowa, that all fees required by the Iowa Revised Uniform Limited Liability Company Act have been paid by the limited liability company, that the most recent biennial corporate report required has been filed by the Secretary of State, and that articles of dissolution have not been filed.

Certificate ID: CS55911

To validate certificates visit:
www.sos.state.ia.us/ValidateCertificate

Matt Schultz
Iowa Secretary of State

Meeting Date: July 5, 2011

Item # 11

SUBJECT: Juvenile Crime Prevention Council (JCPC) 2011-12 Annual Plan

REQUESTED BY: William A. Kearney, JCPC Chairman

SUMMARY: FY 2011-12 JCPC Annual Plan is submitted for Board's review and adoption.

FUNDING SOURCE: DJJDP Funds and 10% local match of \$8,170

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval.

NOTES:

**FY 2011-2012
Juvenile Crime Prevention Council (JCPC)
Annual Plan**

**Entire document has been provided to Board
members in a separate e-mail.**



Meeting Date: July 5, 2011

Item # 12

SUBJECT: Memorial Library Revised Hours of Operation

REQUESTED BY: Terry Henderson, Interim Director

SUMMARY: January 2011 the Board of Commissioners approved a trial period of revised hours of operation for the Memorial Library. A report including results of patron surveys, was shared with the Board during the June 15, 2011 work session. Request is submitted for the Board's approval to permanently adopt the revised operating hours.

FUNDING SOURCE: N/A

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval.

NOTES:

Warren County Memorial Library
Revised Hours Evaluation

Executive Summary

On January 3, 2011 the Warren County Board of Commissioners approved a request to revise hours of operation for the Warren County Memorial Library. This approval was for a six month test period. Mr. Jay Stephens, former Library Director requested these changes to better serve the public needs. The department agreed to provide feedback in 6 months. The feedback was obtained by conducting a survey (see on page 4). In addition the library statistics was captured by tracking the circulation process, energy cost, and the library's attendance.

The feedback is listed below:

Traditional hours	Revised hours
Monday – Thursday (10:00 am – 7: 00 pm)	Monday – Thursday (9:00 am – 7: 00 pm)
Friday (10:00 am – 6:00 pm)	Friday (9:00 am – 5:00 pm)
Saturday (10:00 am – 6:00 pm)	Saturday (10:00 am – 2:00 pm)

The six month test period survey findings:

The library currently has 8,339 active borrowers. Out of 8,339, only 2.7 % of the patrons were surveyed. Out of the survey completed 61% agreed to traditional hours and 39% were in agreement with the revised hours. Some of the comments that patrons made on the survey are listed below:

Public comments

Revised hours	Yes	No
<p>Monday – Thursday (9:00 am – 7: 00 pm)</p> <p>Friday (9:00 am – 5:00 pm)</p> <p>Saturday (10:00 am – 2:00 pm)</p>	<ul style="list-style-type: none"> ▪ “Suits my needs better.” ▪ “Opening an hour earlier is better; don’t have to wait til 10:00 am. ▪ Opening at 9:00 is convenient with my schedule” ▪ I enjoy bringing my grandchildren earlier in the morning, when it is not as busy ▪ Enjoyed taking computer classes earlier in the morning. I feel more refreshed. 	<ul style="list-style-type: none"> ▪ “Shift worker – off in the evenings.” ▪ “Needs to open on Sundays.” ▪ “I prefer closing at 7:00 on Saturday.” ▪ Prefer afternoons so other family members can come.

Recommendation

The Warren County Memorial Library recommends that the Warren County Board of Commissioners adopt the revised hours so that we can better suit the needs of the public by shifting the 4 open hours from Saturday to the weekdays with hours of operation remaining stable at 52 hours.

After, carefully reviewing staffing it is recommended that the library continue operating at the revised hours because of budget restraints. If the revised hours are not adopted the library’s budget would need to increase by additional \$7,482.00 for part time salaries.

Operating under the revised hours shows that the library’s circulation has remained stable. By changing the traditional hours has also saved in the library’s energy cost. The overall savings in energy was \$4,938.00.

The table below shows a comparison between traditional hours and revised hours.

Traditional Hours

Staffing	Savings (Energy)	Attendance
<ul style="list-style-type: none"> ▪ Warren County Memorial Library had 8 full time and 5 part time employees. ▪ With the traditional hours 3 employees are needed on Saturdays. Additional \$7,482.00 will be needed for two part time employees, working at least 7.5 hours on Saturday. ▪ When operating at traditional hours there are no savings because of the overhead expense. 	<ul style="list-style-type: none"> ▪ From January 2010 – May 2010 the library's usage was 121,880 (kWh) in terms of dollar amount computes to \$11,580. 	<ul style="list-style-type: none"> ▪ According to the library's statistics the circulation process shows that our peak times for transactions are between the hours of 4:00 pm – 5:00 pm on Fridays. ▪ On Saturdays our peak times are from 11:00 am – 1:00 pm.

Revised Hours

Staffing	Savings (Energy)	Attendance
<ul style="list-style-type: none"> ▪ Warren County Memorial Library currently has 6 full time and 3 part time employees. ▪ The library has loss 2 full time and 2 part time employees. <p>*With the revised hours we are able to save on part time salaries. Operating with revised hours we are able to operate with two employees.</p>	<ul style="list-style-type: none"> ▪ From January 2011 – May 2011 the library usage was 94,040 (kWh) in terms of dollar amount computes to \$6,642. <p>*Savings in energy was \$4,938.00.</p>	<ul style="list-style-type: none"> ▪ According to the library's statistics the circulation process shows that our peak times for transactions are between the hours of 4:00 pm – 5:00 pm on Fridays. ▪ On Saturdays our peak times are from 11:00 am – 1:00 pm. <p>*The circulation process has continued to remain stable.</p>

**Effective January 31, 2011, the library's hours of operation
will move to the following schedule:**

Monday – Thursday 9 a.m. – 7 p.m.

Friday 9 a.m. – 5 p.m.

Saturday 10 a.m. – 2 p.m.

Are these hours sufficient to meet your needs?

Yes

No

If not, what changes in the library's hours would you like to see?

Meeting Date: July 5, 2011

Item # 13-A

SUBJECT: Internet Based Auction Sales

REQUESTED BY: Clerk to the Board

SUMMARY: Certain county property was authorized for sale via GovDeals Surplus Auction site between July 1, 2010 and June 30, 2011. Sold items totaling \$30,086.02 are reported for Board's acceptance.

FUNDING SOURCE:

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

NOTES:

Auctioned Items July 2010 - June 2011

Inventory ID	Description	Category	Buyer	Starting Bid	Sold Amount	GovDeals Fee	Net Results	Bids
Oil Heaters	Oil Burner - Heaters	Equipment, Heav	Daniel Calhoun	\$50.00	\$75.00	\$5.63	\$69.37	2
Message Table	Folding Message Table	Sporting Equipm	James Hill	\$10.00	\$15.00	\$5.00	\$10.00	2
110 AC	Quiet Master Friedrich A/C	Office Equipmen	renee farmer	\$10.00	\$10.00	\$5.00	\$5.00	1
Floor Sweeper	Windsor Maximatic Floor Sweeper	Janitorial Equi	Tom Jackson	\$20.00	\$60.00	\$5.00	\$55.00	4
MosquitoSprayer	Briggs & Stratton Mosquito sprayer	Janitorial Equi	richard tinker	\$30.00	\$898.00	\$67.35	\$830.65	52
9335	2001 Ford Focus	Automobiles	Charles Kegley	\$50.00	\$625.51	\$46.91	\$578.60	38
6501	2001 Ford Windstar Van	Vans	Tony jones	\$50.00	\$367.00	\$27.53	\$339.47	23
9767	CHASSIS Only - E450 Cutaway	Ambulance	Kasongo Tshibamba	\$75.00	\$3,631.00	\$272.33	\$3,358.67	67
Ritter	Ritter Pediatric Table for height/weight of infants/children	Scales and Weig	Jerrod Scott	\$15.00	\$20.00	\$5.00	\$15.00	2
H239D-9802	Churchill Road, Macon NC (1.19 acres)	Real Estate	Carl Dangerfield	\$1,980.00	\$2,200.00	\$165.00	\$2,035.00	4
H239E-9802	Churchill Road, Macon NC (2.93 acres)	Real Estate	DENNIS MCCAY	\$1,981.00	\$3,000.05	\$225.00	\$2,775.05	12
F654-10110	Baltimore Rd, Warrenton, NC (1 acre)	Real Estate	yousef Abed	\$2,529.00	\$2,529.00	\$189.68	\$2,339.32	1
H416-13905	Old Macon Road, Macon, NC (1 acre)	Real Estate	ozie wilson	\$2,271.00	\$2,681.00	\$201.08	\$2,479.92	5
K3C40-3851	Eaton Ferry Estates, Lot 28 Sec 1A, Warrenton (1 lot)	Real Estate	JOSEPH OWENS	\$1,728.00	\$3,700.00	\$277.50	\$3,422.50	12
B1040D	Off Summit Road, Warrenton, NC (1 acre)	Real Estate	yousef Abed	\$2,000.00	\$2,300.00	\$172.50	\$2,127.50	4
F26F-2880	Cole Forrest Road, Warrenton, NC (1 acre)	Real Estate	Leslie Baker	\$1,286.00	\$1,486.00	\$111.45	\$1,374.55	4
Brass - lot #1	Lot of Water Meter Housings - Clean Brass	Metal, Scrap	Allen Mitchell	\$6,500.00	\$7,300.00	\$547.50	\$6,752.50	7
209	1997 Ford F150	Trucks, Light D	Randolph Turks	\$1,500.00	\$1,641.00	\$123.08	\$1,517.92	5
				\$22,085.00	\$32,538.56	\$2,452.54	\$30,086.02	

Meeting Date: July 5, 2011

Item # 13-B

SUBJECT: Internet Based Auction Sales

REQUESTED BY: Clerk to the Board

SUMMARY: Certain county property was authorized for sale via GovDeals Surplus Auction internet based site. Clerk requests authorization to list those items that did not sale previously on alternate web auction site at PublicSurplus.com. Terms of use are similar to those of GovDeals.

2. How much does your system cost?

Everything about our system is free to the seller. Not only can you register and list for free, but we provide all the tools needed for successful surplus operations, including internal reallocation, 7 year audit trails, picture uploads, training, and support. Once an item sells, your buyer will pay a 10% premium.

FUNDING SOURCE:

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval.

NOTES:

Frequently Asked Questions

**Terms of alternate
web auction site at
PublicSurplus.com.**

1. Are Internet auctions legal?

Yes. In fact, online auctions are often the most legal method for public agencies to sell surplus. Because Public Surplus reaches more people in your community, you have greater community involvement, which increases your revenue. Our system also offers all of the critical components of a public auction including extendable auctions (ensuring a “true” auction), equal access, full disclosure, and surplus tracking tools.

2. How much does your system cost?

Everything about our system is free to the seller. Not only can you register and list for free, but we provide all the tools needed for successful surplus operations, including internal reallocation, 7 year audit trails, picture uploads, training, and support. Once an item sells, your buyer will pay a 10% premium.

3. How do I get started?

Registration is simple and only takes a few minutes. Go to <http://welcome.publicsurplus.com> to set up an account. You will be contacted by your support representative who will train you on the system and help you begin listing.

4. Who can buy and sell on Public Surplus?

Only public agencies can sell on our site, although anybody can register as a buyer. This establishes an exclusive and legal setting for public auctions while inviting a large buyer base to bid on your surplus.

5. What can I sell on your site?

You will have the most success on our site in selling vehicles, heavy equipment, and specialty items. However, Public Surplus has and can facilitate the sale of just about anything imaginable.

6. Can I set a minimum bid or a reserve price?

Yes. Both a minimum bid and reserve price are available to you. We also bring you expert advice and training on how to ensure success in listing and selling on Public Surplus. Although we cannot control the market, we can bring the best market price to you through our vast buyer base. Our objective is to help you be successful.

7. How often/how much am I required to sell on your site?

We do not require you to sell a certain quota of surplus on our site. We also do not require contracts. One of the major advantages to selling with us is that you can list surplus whenever it becomes available. This has been a successful model from the state level all the way down to the smallest county or school district.

8. Do I have to ship my item?

No. In fact, we encourage agencies to leave the item on site and have the buyer arrange to pick it up.

9. Who handles payment?

Public Surplus handles all payments for your agency. We make it easy for the buyers to pay for your items via credit card and wire transfers. We take the stress out of payment collections. We even remind the buyers of the deadlines for making payment and mark them default and offer it to the next highest bidder automatically if they should not come through.

10. Is there a contract in place that we can use?

Yes. If your agency sells enough surplus on our site to require an agreement, we have national piggyback able contracts available to you. Each of these national contracts results from an extensive RFP processes. Additionally, we can provide you with a scope of work agreement to simplify your procurement process.

11. Who is using your service?

We have over 2000 public agencies that actively list on Public Surplus. You are welcome to visit our website at <http://www.publicsurplus.com> to see who is currently listing surplus in your area. We work with states, counties, cities, school districts, educational institutions, and many other types of agencies and have helped them realize tremendous success in selling surplus. The next few pages contain references of public agencies who list on our site. Please feel free to contact them and inquire about their experience with Public Surplus.



Terms of alternate web auction site at PublicSurplus.com. (cont'd)

Thank you for your interest in Public Surplus. Over the past 10 years, our online auction system has helped thousands of public agencies realize tremendous success in selling their surplus online. As the leader in this industry we invite you to learn more about us. When reviewing the best methods of surplus disposal, Public Surplus deserves your consideration.

1. **Significant revenue increase:** By listing on Public Surplus, you give your community instant access to your auctions and also reach many more across the country. Additionally, our strong buyer base and aggressive Buyer Contact Department can give your auctions national attention. These and other factors explain why our users are generating 30-60% more net revenue over any other surplus disposal system.
2. **7-year audit trails:** Everything that happens on our site is automatically recorded and saved for 7 years. We give you the ability to instantly download and print a variety of reports for audit purposes. This feature is especially critical today in light of heightened homeland security threats, to track whom is purchasing your surplus.
3. **Extendable auction feature:** Our unique extendable auction feature significantly increases the revenue on your surplus sales. As long as there is bidding activity, your auction will extend for 5 minutes indefinitely. This feature makes Public Surplus one of the only true online auctions and assures compliance with state, local, and federal regulations.
4. **Compliance with state, local, and federal regulations:** Everything about our system is designed to keep public agencies in compliance with surplus disposal regulations. This includes free internal reallocation, 7-year audit trails, a hold harmless clause, and extendable auctions. Having worked with the public sector for the past 8 years, we offer vast experience in successful surplus management and disposal.
5. **Free registration, listing, or re-listing:** Our goal is to make you successful. We make no exaggerated claims, require no contracts, and have no hidden fees. We are successful only when our system and service are better than any alternative available to you. To register as a seller with us, simply go to <http://welcome.publicsurplus.com>.
6. **Comprehensive surplus management system:** Public Surplus is a comprehensive system to help you organize, automate, and manage your entire surplus inventory operations. We have significantly streamlined the process for you, to reduce the hassle required selling surplus. Listing an auction takes only 2-3 minutes. Our users consistently comment on how easy-to-use our system is.
7. **No commitments required:** The only way to really see the success of the system is to try it out. In that vein we require no contracts or commitments and charge you nothing unless your surplus sells. Public Surplus continually strives to be the best auction venue available and is dedicated to helping you succeed in selling your surplus.

I invite you to explore the benefits of our online system through a free, 30-minute online presentation. This presentation will take you behind the scenes to learn about our service and system. I will be contacting you soon to see if you have any questions and when you would like to view one of our free online seminars. Thanks again for your time and I look forward to discussing this with you in the near future.

Fred Hogan
South East Sales Rep.
The Public Group
800-591-5546 x155
fredh@thepublicgroup.com

Terms of alternate web auction site at PublicSurplus.com. (cont'd)

Public Group, LLC, a Utah limited liability company that sometimes does business as "Public Surplus" ("**Public Surplus**", "**We**" "**Us**"), provides online bid boards, auctions and stores and facilitates other online transactions on www.publicsurplus.com and other websites (collectively, the "**Site**") for governmental bodies and others ("**Sellers**" or "**You**") to sell surplus goods and other property and assets to buyers of all types ("**Buyers**"). As a condition to accessing and using the Site and receiving the benefit of Public Surplus' services provided through the Site and otherwise (the "**Services**"), Public Surplus requires that You review and accept this Seller Agreement (this "**Agreement**").

BY REGISTERING TO USE THE SITE AND THE SERVICES, YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT WITH Public Surplus. IF YOU DO NOT AGREE TO ACCEPT THIS AGREEMENT, YOU MAY NOT ACCESS THE SITE OR OTHERWISE USE THE SERVICES OR THE SITE. YOU AGREE THAT YOU HAVE RECEIVED GOOD AND VALUABLE CONSIDERATION IN EXCHANGE FOR ENTERING INTO THIS AGREEMENT.

1. ACCESSING OUR SITE AND USING OUR SERVICES

1.1. Eligibility. You may only use our Services if You are at least 18 years of age, are mentally competent, and can form legally binding contracts under applicable law. You may not assign or transfer Your account or user identification to any other party.

1.2. Seller Affirmations in Connection with Offers and Sales. In using our Site and Services, You agree as follows:

- (a) No contingency to Your sales offer exists other than those stated in the listing at the time of sale.
- (b) You will be responsible for delivering property sold using Your username and password.
- (c) You are fully capable of transferring title to the property offered for sale in a timely manner.
- (d) You are a real person or entity, with a verifiable address, telephone number and email address as provided to Us.
- (e) You are dealing in good faith and are not attempting to defraud, cheat, or wrong Public Surplus or any Buyer.

1.3. Accuracy and Nature of Your Information. You are solely responsible for all information You provide to Us or other users on our Site ("Your Information"). We act as a passive conduit for the online distribution and publication of Your Information. You agree that Your Information (i) will not be false, inaccurate, or misleading; (ii) will not violate any law, statute, ordinance or regulation; and (iii) will not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing. In providing Your Information, You grant to Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to use and exercise the copyright, publicity, and database rights You have in Your Information for purposes of facilitating the communications and transactions made through our Site.

Terms of alternate web auction site at PublicSurplus.com. (cont'd)

1.4. Fees. Public Surplus charges no fees for You to register to list property for sale on the Site. However, You will owe a transaction fee for each sale through the Site. Other fees may apply for other Services as shown on the Site. Our fees may change from time to time. You are responsible for paying all fees and any applicable taxes associated with transactions effected through the Site in a timely manner and with a valid payment method. If Your payment method fails or Your account is past due, We may collect fees owed using other collection mechanisms.

1.5. No Disruption to Our Site or Services. You agree not to attempt any action that may disrupt our Site or our Services. Among other things, You agree that (i) Your Information and all other input on our Site will not contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other software, devices, files or routines that may damage, interfere with, copy, reproduce, intercept or expropriate any system, data or personal information; (ii) You will not create liability for Us or cause Us to lose (in whole or in part) the services of our Internet Service Providers or other vendors; (iii) You will not use our Site to obtain e-mail addresses for bulk e-mail solicitations or otherwise; (iv) You will not reverse engineer any of our Services, programs, or infrastructure; (v) You will not use any robot, spider, other automatic device, or manual process to monitor, copy or reproduce our web pages or the content contained herein without our prior express written permission; and (vi) You will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure.

1.6. User Password. During the registration process, You will select a username and a password. You agree that You are solely responsible for preserving the confidentiality of Your username and Your password, and You will be responsible for all activities and charges related to the use of Your username and password, including unauthorized use. You agree not to furnish Your username, password or other information to any other party for use of the Site and the Services. You agree to notify Public Surplus immediately of any unauthorized use of Your personal password or username and any other breach of security regarding the Services.

1.7. Obligation to Ensure Compliance with this Agreement. You agree that You will take all steps necessary to ensure that Your employees, contractors, and agents comply with the covenants, terms and provisions of this Agreement, including but not limited to the covenants contained in sections 1.5 and 6.8 of this Agreement. You acknowledge that You will be responsible and liable for, and hold Public Purchase harmless against, any damages, claims, liabilities, and expenses of any kind suffered by Public Purchase arising from any and all actions or failures to act taken by any party using Your username and password or taken by Your employees, contractors, or agents, whether or not in accordance with the terms or intent of this Agreement.

1.8. Consent to E-Mail Correspondence from Public Surplus. You hereby agree that We may send future correspondence to You via electronic mail ("e-mail") that notifies You of sales opportunities or other matters that We believe may interest You. Any e-mail correspondence to You (i) will be clearly and conspicuously identified as sent by Public Surplus; and (ii) will clearly and conspicuously display a functioning return e-mail address to enable You to reply to Public Surplus.

1.9. Electronic Signature. You are notified by this statement that Your consent to these terms and conditions by checking the box indicating Your agreement to be bound to these terms, meets the requirements of Section 101(c) (1) (C) (ii), the Consumer Consent Provision, of the Electronic Signatures in Global and National Commerce Act (ESIGN). You may print these terms and conditions, but they are subject to change by Us. Changes to the terms and conditions will be effective from the time they are placed on our Site, in the terms and conditions section of the Site, or any other section

where they may appear.

Terms of alternate web auction site at PublicSurplus.com. (cont'd)

2. SELLER UNDERSTANDINGS AND OBLIGATIONS

In listing or offering items for sale on our Site or otherwise accessing our Site and Services in any way, You represent, warrant and agree to the following:

2.1. Shipment. At the close of an auction in which You have a winning bidder, You agree to make the property immediately available for pickup and/or shipment.

2.2. Deposits. We reserve the right to require an earnest money deposit prior to or during the listing on certain items at our sole discretion. Any such deposits from You will be retained and applied to the pending invoice or to any past due balances owed by You.

2.3. Legal Compliance. You will comply with all applicable laws, statutes, ordinances and regulations regarding Your use of our Site and Services and the offer and sale of property. Offering property for sale with the intent not to complete the transaction, causing disruption to the sale process on our Site, and not completing transactions will be considered in most jurisdictions as fraud and may be prosecuted to the fullest extent of the law.

3. PAYMENT PROCESSING SERVICES

3.1. Scope of Payment. In the event that You elect to have Us receive and process on Your behalf payments made by Buyers (the "**Processing Services**"), You agree to the provisions set forth in this Agreement relating thereto. You understand and agree as follows:

(a) The Processing Services do not include risk or fraud management, dispute management, collection agency services, or electronic checks;

(b) We will not perform Processing Services with respect to transactions prohibited by the applicable laws or by bank, financial institution, or credit card association bylaws or rules;

(c) We will not provide Processing Services with incomplete transaction information or if transaction information cannot be confirmed;

(d) We will only perform Processing Services for domestic credit cards; and

(e) You will not engage any other person to perform Processing Services while we are providing them under this Agreement.

3.2. Buyer Steps & Procedures for Payment. We will receive and process payments on Your behalf only if Buyers make the payments by following the steps, instructions, and procedures included on the Site and sent by e-mail to winning Buyers and in compliance with applicable laws and bank, financial institution, or credit card association rules and procedures (including but not limited to PCI Security Standards). Among other things, the payment for each successful bid must be made (a) to Public Surplus, (b) by certain means (credit cards, wire transfers, etc.) specified on the Site that vary based

Terms of alternate web auction site at PublicSurplus.com. (cont'd)

upon the amount of the payment, (c) in a timely manner as specified on the Site, and (d) in a single payment by a single authorized means (no partial payments, multiple payments, or payment by two different means allowed).

3.3. Liability and Risk of Loss for Failure to Pay, Charge Backs, and Other Items. You will bear the burden and risk of any and all loss, liability, and exposure arising from any of the following circumstances: (a) a Buyer does not make a payment, (b) a charge back occurs with respect to a payment made, (c) a payment is not made in good funds, (d) a check does not clear, (e) a refund to a Buyer is made, (f) fraud, deception, misrepresentation, or any other impropriety occurs with respect to a transaction or a payment, (g) the action, inaction, refusal, or delay of any bank, financial institution, or credit card association in processing any payment transaction, (h) the assessment of any fees, fines, or penalties by a bank, financial institution, or credit card association relating to a charge back or other matter, or (i) any other cause results in payment not being credited for a transaction involving Your property. Because Public Surplus is merely processing payments for You, You understand that We assume no responsibility, burden, or risk of loss whatsoever for any of such circumstances. You expressly agree that We may offset the amounts arising from any such circumstances against other amounts payable by Us to You. You also agree that we may charge an extra processing fee if we make refunds relating to sales of Your property. You understand that the level of charge backs, fraud, or other circumstances may cause Us to decide to terminate rendering the Processing Services under this Agreement.

3.4. Public Surplus Not A Seller, Nor A Collection Agency; No Consignment. You acknowledge and agree that Public Surplus does not (a) assume the role of seller of Your property, (b) make any representations or statements about Your property, (c) act as a collection agency to collect monies unpaid by Buyers, (d) take consignment of Your property, nor (e) undertake or assume any other role or responsibility not contemplated by this Agreement. You agree that You and Your employees and representatives will not make any statements or act in any way inconsistent with Public Surplus limited role under this Agreement.

3.5. Public Surplus Payment to You. Public Surplus will keep records of all amounts received in good funds on Your behalf. Public Surplus will make monthly payment to You of amounts received (net of fees, offsets, and any taxes). Unless otherwise agreed by Us, You agree that payment will only be made by Automated Clearing House (ACH) deposits to an account specified and properly maintained by You. You agree to provide promptly the authorizations needed for such ACH deposits and to be responsible and liable for any and all fees relating to such ACH deposits. You also agree to monitor the account and the deposits therein. You will bear the burden of any and all loss, liability, and risk of loss arising from any fraud, theft, mistake, or deception involving such ACH deposits, unless they arise from fraud, mistake, or deception by Us or our employees or agents.

4. LIABILITY LIMITATIONS AND RELEASES

4.1. Absence of Liability. You will not hold Public Surplus responsible for actions or inactions of Buyers or other users, including the failure of a Buyer to take delivery or make payment for an item. You acknowledge that We are not a traditional auctioneer and We are not the Buyer of property sold through our Site. Instead, the Site provides a marketplace for users to offer, sell, and buy items of all kinds in a variety of pricing formats and venues. We are not involved in the actual transaction between You and Buyers. We have no control over and do not guarantee such things as the quality, safety or legality of items advertised, the truth or accuracy of listings, the ability of Buyers to purchase and make

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payment for items, or the completion of a sale by You, even upon a successful bidding and acceptance process. Without limitation of the generality of the foregoing, We will not be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with the Site, our Services, or this Agreement.

4.2. Disclaimer of Warranties. THE SITE AND SERVICES, INCLUDING ALL CONTENT, FUNCTIONS, MATERIALS AND INFORMATION ON OR ACCESSED THROUGH THE SITE OR SERVICES, ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. Public Surplus DISCLAIMS ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, DATA ACCURACY, SYSTEM INTEGRATION, OR QUIET ENJOYMENT. Public Surplus DOES NOT WARRANT THAT THE SERVICES, FUNCTIONS, FEATURES OR CONTENT WILL BE FUNCTIONAL, TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. Public Surplus MAKES NO WARRANTY THAT SALES WILL BE COMPLETED THROUGH THE SITE OR THAT THE SITE OR SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, AND EXPRESSLY DISCLAIMS ANY WARRANTIES OR GUARANTEES THAT BY LISTING THE LISTED ASSETS, THE LISTED ASSETS WILL BE SOLD. Public Surplus MAKES NO WARRANTY OF ANY KIND REGARDING ANY LISTED ASSETS OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICES. Public Surplus EXPRESSLY DISCLAIMS ANY ENDORSEMENT OR WARRANTY OF ANY LISTED ASSETS SOLD ON OR THROUGH THE SITE OR THE SERVICES, AND ANY RESPONSIBILITY FOR ANY MISREPRESENTATIONS OR BREACHES COMMITTED BY ANY BUYER OR OTHER USER.

4.3. Interruption of Service. Public Surplus is not responsible for any damages or losses related to any system errors or interruptions affecting its Site and the processing of any solicitations, requests, offers, bids, auctions, or sales. You understand and acknowledge that the Site and our Services may be unavailable unexpectedly.

4.4. Third Party Links. The Site may contain links to other websites or resources for Your convenience in locating related information and services. You acknowledge and agree that Public Surplus is not responsible or liable for (i) the availability or accuracy of such sites or resources, or (ii) the content, advertising or products on or available from such sites or resources. The inclusion of any link on the Site does not imply that %s endorses the linked site. You use the links at Your own risk.

4.5. Release. If You have a dispute with a Buyer or any other Seller or user of our Site, You release Us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. You will settle all disputes with other users of our Site without our involvement, and We will have no liability whatsoever arising from communications made or transactions effected through our Site. If You are a California resident, You waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

4.6. Indemnity. You agree to indemnify, defend and hold harmless Public Surplus from and against any and all debts, liabilities, obligations, claims, suits, judgments, damages, expenses, including attorney's fees, and demands, made or incurred by any third party arising out of Your breach or alleged breach of this Agreement or Your violation or alleged violation of any applicable law or any rights of a third

party.

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5. PRIVACY

We do not sell or rent Your personal information to third parties for their marketing purposes without Your explicit consent. We use Your information only as described in Public Surplus' Privacy Policy. We view protection of privacy as a very important community principle. We store and process Your information on computers located in the United States that are protected by physical as well as technological security devices. You can access and modify the information You provide Us. For a complete description of how We use and protect Your personal information, see Public Surplus' Privacy Policy. If You object to Your Information being transferred or used in this way please do not use our services.

6. TERMINATION OR SUSPENSION

Public Surplus reserves the right to suspend or terminate Your access to our Site and Services for any reason or no reason and without notice. Among other reasons, We may suspend or terminate Your access to our Services if (a) You breach any of the provisions of this Agreement; (b) We suspect that You have engaged in fraudulent activity of any kind in connection with our Site; (c) You manipulate the price of any item or interfere with another user's communications or transactions; (d) We are unable to verify or authenticate any information You provide to Us; or (e) We believe that Your actions may cause legal liability for You, our users or Us.

7. MISCELLANEOUS

7.1. Changes to Site and Services. Public Surplus reserves the right, in its sole discretion, to modify, suspend or terminate any aspect of our Site and Services, including, but not limited to, content, auction features, news and information, and product categories without notice.

7.2. Record Keeping. Public Surplus cannot guarantee the preservation or maintenance of records relating to historical auction transactions and bidding activity and encourages You to keep individual records and an accounting of all activity conducted through our Site.

7.3. Notice and Communication. Unless stated otherwise, all notice and communication with You will be provided by e-mail to the e-mail address provided by You in their registration application or via posting on the Site. Notice will be deemed to have been provided 24 hours after the e-mail was transmitted by Public Surplus or the information was posted on the Site.

7.4. Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Utah. Any right to trial by jury with respect to any claim, action, suit or proceeding arising out of this Agreement or any of the matters contemplated hereby is waived. You further agree to the exercise of personal jurisdiction in the State of Utah in connection with any dispute or claim involving Public Surplus.

7.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision will be enforced to the maximum extent permissible and

Terms of alternate web auction site at PublicSurplus.com. (cont'd)

the remainder of this Agreement will continue in full force and effect.

7.6. Waiver. The failure of Public Surplus to exercise or enforce any right or provision of this Agreement will not be deemed a waiver of such right or provision in the future.

7.7. Independent Contractor Relationship. The relationship between You and Public Surplus is that of an independent contractor. No agency, partnership, joint venture or franchise relationship is implied, intended or created by this Agreement.

7.8. Intellectual Property. All inventions, know how, improvements, discoveries, methods, processes, concepts, designs, ideas, prototypes, samples, drawings, blueprints, specifications, computer or intellectual property programs, methods of doing business, systems, copyrights, trademarks, trade names, software and/or other works conceived of and/or reduced to practice or writing or otherwise relating in any way to the Site or the Services are the exclusive intellectual property of Public Surplus (the "**Public Surplus IP**"). In addition, all content contained on the Site is Public Surplus IP that is copyrighted material, and Public Surplus retains and reserves all rights and interests in the content. Public Surplus IP may be created by one or more of Public Surplus' employee(s) alone or jointly with a user or users of the Site or Services arising from the users' use and development of the Services or as a result of feedback regarding the Site or Services ("**Feedback**"). All right, title and interest in any Public Surplus IP will belong to Public Surplus and will be subject to the conditions of this Agreement. You hereby irrevocably assign to Public Surplus all right, title and interest You may acquire in any Public Surplus IP, whether or not generated from Feedback. Public Surplus may, at its option, file an application for intellectual property protection for Public Surplus IP. If any such Public Surplus IP is created with Your participation or Feedback, You agree to cooperate with Public Surplus to assure that such application(s) will cover, to the best of Your knowledge, all related assets, including all features of commercial interest and importance. Public Surplus IP is the sole and exclusive property of Public Surplus and may not be used, copied, reproduced, modified, published, transmitted, distributed, displayed, or sold, or derivative works created, without the prior written consent of Public Surplus. Furthermore, You may not provide access to, or information from, the Site to any other party without Public Purchase's prior written consent.

7.9. Trademarks. The Site and Public Surplus' tradenames, domain names and logos found on the Site are trademarks or service marks of Public Surplus. No display or use of such marks may be made without the express written permission of Public Surplus.

7.10. Assignment. This Agreement may not be assigned by You or by operation of law to any other person, persons, firms or corporations without the express written approval of Public Surplus. However, You agree that this Agreement and all incorporated agreements may be assigned and delegated by Public Purchase in our sole discretion to any party and will be assigned and delegated automatically in the event of a merger of Public Surplus with another party.

7.11. Entire Agreement. This Agreement constitutes the entire agreement between You and Public Surplus, and supersedes any previous agreements, whether oral or in writing, between You and Public Surplus relating to the subject matter hereof. Public Surplus may, at its sole discretion, remove or change any aspect of this Agreement at any time by providing notice to You.

7.12. Survival. The warranties, covenants and representations of the parties to this Agreement will survive termination of this Agreement.

**Terms of alternate web auction site
at PublicSurplus.com. (cont'd)**

7.13. Headings. Headings are for reference purposes only and in no way affect the interpretation of this Agreement.

7.14. Oral Statements by Representatives. Any oral statement or representation by any representative of Public Surplus changing or supplementing this Agreement or any terms of bidding or sale on the Site, is unauthorized and ineffective and confers no right on You and may not be relied upon by You. No interpretation or purported amendment or change of any provision of this Agreement, including applicable performance requirements, is binding on Public Surplus unless agreed to, in writing, by Public Surplus.

IT IS UNDERSTOOD THAT THE USE OF Public Surplus' SYSTEM WILL BIND THE PARTIES TO
THE ABOVE TERMS AND CONDITIONS.

Meeting Date: July 5, 2011

Item # 14-A

SUBJECT: Schedule Public Hearing

REQUESTED BY: Clerk to the Board

SUMMARY: Landowners of property along Leroy Cheek Road (SR 1620), have submitted a request to rename said road. It is requested to schedule a public hearing to hear citizen comments regarding renaming State Road 1620 for Monday, August 1, 2011 at 5:45 pm.

FUNDING SOURCE:

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

NOTES:



Meeting Date: July 5, 2011

Item # 14-B

SUBJECT: Schedule Public Hearing

REQUESTED BY: Ken Krulik, Planner/Zoning Administrator

SUMMARY: It is submitted to schedule one public hearing to hear citizen comments regarding proposed revisions to Warren County Zoning Ordinance for Tuesday, September 6, 2011 at 5:45 p.m.

FUNDING SOURCE:

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

NOTES:



Meeting Date: July 5, 2011

Item # 14-C

SUBJECT: Schedule Public Hearing

REQUESTED BY: Ken Krulik, Planner/Zoning Administrator

SUMMARY: It is submitted to schedule a public hearing to hear citizen comments regarding amendments to Warren County Zoning Map for Tuesday, September 6th at 5:30 pm.

FUNDING SOURCE:

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

NOTES:



Meeting Date: July 5, 2011

Item # 14-D

SUBJECT: Schedule Public Hearing

REQUESTED BY: Ken Krulik, Planner/Zoning Administrator

SUMMARY: It is submitted to schedule a public hearing to hear citizen comments regarding amendments to Warren County Subdivision Ordinance for Tuesday, September 6th at 5:15 pm.

FUNDING SOURCE:

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

NOTES:



Meeting Date: July 5, 2011

Item # 15-A

SUBJECT: Interim Cooperative Extension Director

REQUESTED BY: Linda T. Worth, Warren County Manager

SUMMARY: County Manager makes a request to Extend Interim Cooperative Extension Director Appointment of Paul Westfall for an additional three months as the position is still vacant.

Salary consideration: 58.99% (\$48,210) paid by NC State University
32.81% (\$26,814) paid by Granville County
8.20% (\$6,704) paid by Warren County

FUNDING SOURCE: Lapsed Salaries/Fringes in Cooperative Extension departmental budget

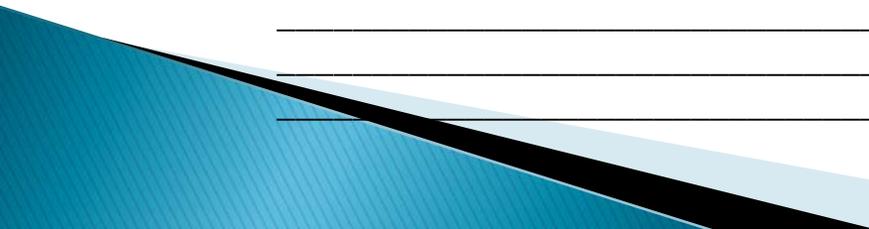
APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval.

NOTES:



MEMORANDUM

TO: Warren County Board of Commissioners
FROM: Linda T. Worth, County Manager *LJW*
DATE: June 28, 2011
RE: Request to Extend Interim Cooperative Extension Director's Appointment

As you are aware, Mr. Paul Westfall, Granville County's Cooperative Extension Director, was appointed effective March 15, 2011 as Interim Warren County Extension Director to fill the vacancy created by the resignation of Mr. Tyrone Fisher. Mr. Westfall was initially appointed for a three-month term through June 30, 2011. Due to our vacant position not yet being filled, I am respectfully requesting the Board's approval to extend Mr. Westfall's interim appointment an additional three (3) months through September 30, 2011 at the same terms. Mr. Westfall is willing to serve in an interim capacity for three additional months. It is my understanding that Granville County is amenable to this continued shared arrangement. If this request is approved, I would request it be effective July 1, 2011.

As Interim CED, Mr. Westfall would continue to devote one day per week to Warren County. We would share with Granville County a proportionate share of the county portion of Mr. Westfall's annual salary during the time he actually serves in the interim capacity. If this arrangement is approved, Mr. Westfall's annual salary of \$81,728 would be paid as follows:

58.99% (\$48,210) paid by NC State University
32.81% (\$26,814) paid by Granville County
8.20% (\$6,704) paid by Warren County

Funds to pay Warren County's share of Mr. Westfall's salary/fringes would come from lapsed salaries and fringes in the Cooperative Extension Service departmental budget.

Thank you in advance for your favorable consideration of this request. Please do not hesitate to contact me should there be any questions or concerns.

cc: Jim Cowden, North Central District Extension Director
Brian Alligood, Granville County Manager
Paul Westfall, Granville County CED

Meeting Date: July 5, 2011

Item # 15-B

SUBJECT: Contracts Approved by County Manager

REQUESTED BY: Linda T. Worth, Warren County Manager

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

FUNDING SOURCE: General Fund and Federal/State Grant Funds

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

NOTES:



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



Meeting Date: July 5, 2011

Item # 15-C

SUBJECT: County Manager's Report

REQUESTED BY: Linda T. Worth, Warren County Manager

SUMMARY: County Manager's Report of activities for June, 2011 is presented for the Board's review and approval.

FUNDING SOURCE:

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

NOTES:



RE: June Status Report

Following is a recap of my work activities for the month of June 2011:

Administration

- Prepared for and attended Board of Commissioners Budget Work Session (6/1/11)
- Sick Leave (6/2-3/11)
- Met with Board of Education representative and County Fleet Manager to discuss fleet privatization (6/6/11)
- Prepared for and attended Board of Commissioners regular meeting (6/6/11)
- Met with Public Utilities Director to discuss water projects (6/8/11)
- Met with Dr. Appleton, representatives from Senator Burr's office, EDC and IBEA representatives to discuss GreenTech Campus Project (6/9/11)
- Met with Ephraim Place CDBG Project Administrator to discuss status of project (6/10/11)
- Met with Ephraim Place CDBG Project Administrator, County Attorney, Planning/Zoning Administrator to discuss Ephraim Place CDBG project (6/10/11)
- Attended Seven Habits of Highly Effective People training (6/10/11)
- Prepared for and attended Board of Commissioners Budget Public Hearing (6/13/11)
- Met with EDC Consultant and Warrenton Town Commissioner to discuss Peck property (6/13/11)
- Attended JCPC Advisory Board meeting (6/13/11)
- Met with Finance Director and Accounting Specialist to review BOC budget changes (6/13/11)
- Prepared for and attended Noise Board Meeting (6/14/11)
- Attended Triangle North Warren meeting (6/14/11)
- Prepared for and attended Board of Commissioners Budget Work Session and Regular Work Session (6/15/11)

- Attended Customer Service Committee meeting (6/16/11)
- Met with representative from Advanced Imaging and IT Director to discuss document scanning (6/16/11)
- Attended Seven Habits of Highly Effective People training (6/17/11)
- Met with Animal Control Director to discuss animal control issues (6/17/11)
- Drove around Peck Property with EDC Consultant (6/17/11)
- County Furlough Day (6/20/11)
- Prepared for and attended Board of Commissioners Special Meeting to adopt the FY 2012 Budget (6/21/11)
- Attended Triangle North Board Meeting (6/21/11)
- Stopped by Library for Summer Reading Kick-Off Program (6/21/11)
- Attended County Benefits and Wellness Fair (6/22/11)
- Participated in Library Director interviews (6/23/11)
- Conducted monthly Department Heads meeting (6/23/11)
- Chaired VWGF Advisory Board meeting (6/24/11)
- Presented Certificate of Appreciation and card to Jean Lynch, Veterans Services Administrative Assistant, retiring with 34 years of service to Warren County (6/27/11)
- Met with Housekeeping staff to answer questions and discuss concerns regarding privatization of housekeeping services (6/28/11)
- Met with Congresswoman Clayton, EDC Consultant, to discuss economic development matters (6/28/11)
- Annual Leave (6/29-30/11)

Project Updates

Construction/Renovation Projects

EMS Satellite Facility #2

No additional work has been done on the Davis-Bugg Road EMS facility which is approximately 15-20% complete at this time.

In-House Repair & Renovation Projects

Work on the former Doctor's Office building that will house County Administration has begun and is approximately 30% complete at this time.

Various county building renovation/repair projects (John Graham Gym and Cooperative Extension Service) are to be completed by the end of the fiscal year.

CDBG Projects

2008 Scattered Site Housing CDBG Project

Division of Community Assistance representatives met with Warren County and COG staff on 3/24/11 to conduct a monitoring and site visit of this project. DCA has accepted and approved our response to the issues/concerns raised during the monitoring visit for this project.

We are moving forward to replace two homes approved in the project.

Ephraim Place Subdivision CDBG Housing Project

The Board will hold a public hearing on 7/5/11 to receive citizen input on proposed amendments to this CDBG Housing project.

Energy Efficiency Community Block Grant Program

Contracts have been awarded for both energy efficiency and weatherization improvements. The contractors are proceeding with this work in various county buildings and facilities.

Adjourn

July 5, 2011 Meeting