

*WARREN COUNTY
BOARD OF COMMISSIONERS*

February 19, 2014

6:00 PM

Board Work Session

*WARREN COUNTY
ARMORY CIVIC CENTER, MEETING ROOM
WARRENTON, NC*

February 19, 2014
Work Session Agenda

1. **Department Head Reports to the Board (5 minutes each):**
 Human Resources – Lisa Alston
 Emergency Services / EMS – Douglas Young & Dennis Paschall
2. **Proposed MOA for Historic Hendrick House Restoration & Re-Use Project**
3. **Proposed Mutual Aid Agreement between Norlina, Warrenton & Warren County**
4. **Proposed Policy for Funding Non-Profit Agencies**
5. **Discussion of County Attorney as an In-House Staff Attorney Position**
6. **Update on Golden LEAF Community Based Grantsmaking Initiative Grant Application**
7. **Update on Proposed Sheriff's Department Sub-Station on Lake Gaston**
8. **KART'S Proposed Transit Facility – County Match Request**
9. **Adjourn Work Session**

February 19, 2014
Work Session Agenda

Item # 1

Department Head Reports

- **Human Resources – Lisa Alston**
- **Emergency Services / EMS –
Douglas Young**

February 19, 2014
Work Session Agenda

Item # 2

**Proposed MOA for Historic Hendrick House Restoration
& Re-Use Project**

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Linda T. Worth, County Manager
Jereann King Johnson, President, Heritage Quilters

MEMORANDUM

TO: Board of County Commissioners

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

DATE: February 14, 2014

RE: Memorandum of Agreement for the Historic Hendrick House Restoration & Re-Use Project

Per the Board's request, the repairs and upgrades necessary to make the Historic Hendrick House habitable for occupation by the Heritage Quilters Giving Circle, Inc. are 95% complete. The items remaining to be completed are painting the interior upstairs portion of the house, installing a natural gas line to the house, and having the heating system switched from propane to natural gas which should make heating the house more economical. Once these final items are completed, the house will be ready for occupancy.

In anticipation of completion, I have drafted a proposed Memorandum of Agreement (MOA) between Warren County and the Heritage Quilters Giving Circle, Inc. that outlines the goals and objectives of the project and the responsibilities of the parties to the agreement. The proposed MOA has been reviewed for legal sufficiency by the County Attorney and shared with the Heritage Quilters.

I will look forward to discussing the proposed MOA with the Board at next week's Work Session with the hope that we can move forward to finalizing the details of this joint venture to restore and re-use the Historic Hendrick House.

Attachment

MEMORANDUM OF AGREEMENT (MOA)

Between

WARREN COUNTY, NORTH CAROLINA

And

HERITAGE QUILTERS GIVING CIRCLE, INC.

For the

HISTORIC HENDRICK HOUSE RESTORATION & RE-USE PROJECT

I. PARTIES

The parties to this Memorandum of Agreement (MOA) are Warren County, North Carolina (hereinafter referenced as “County”) and the non-profit entity, Heritage Quilters Giving Circle, Inc. (hereinafter referenced as “Quilters”).

II. PURPOSE OF AGREEMENT

The purpose of this MOA is to specifically identify the roles and responsibilities of County and Quilters as they partner to restore for re-use the County-owned Historic Hendrick House, (located at 105 South Front Street, Warrenton, NC 27589) to be occupied and operated by Quilters as a quilting center, workshop and meeting space, in accordance with the its stated purpose in its bylaws.

It is the ultimate goal of both parties to help promote historical and contemporary quilting traditions as part of the County’s long-range strategic tourism plan, and; to preserve the Historic Hendrick House, in its current location, as a showcase of African American history and culture in Warren County.

III. ROLES AND RESPONSIBILITIES

Quilters shall have the following roles and responsibilities during the duration of the MOA Term:

1. Establish the *Heritage Quilt Center* to be located in the Historic Hendrick House to serve as:
 - a) A meeting place for Quilters;

- b) A site for permanent and rotating interpretive quilt exhibitions;
 - c) A working studio for teaching and learning about quilts and quilting.
2. In partnership with County, Quilters shall research and submit funding proposals to various funders for future phases of renovation and restoration of the Historic Hendrick House, in accordance with the requirements of the Warren County Historic Preservation Commission Ordinance and Bylaws;
 3. Assume all responsibility for building operating costs, to include but not be limited to:
 - a) Utilities: Telephone, Water/Sewer, Electrical, Gas, Cable, Internet accessibility fees, etc.;
 - b) Housekeeping services, including: dusting, window cleaning, trash removal/disposal, and carpet/floor cleaning.
 - c) Routine building upkeep and maintenance: minor plumbing repairs; HVAC Unit servicing (including monthly filter replacement); light bulb replacement, etc.
 4. Develop and implement, with input from County, a strategic organizational plan to sustain operations in the Historic Hendrick House through future phases of renovation and restoration.
 5. Prior to occupying the Historic Hendrick House, Quilters shall obtain adequate renters' insurance against claims for personal property damage and/or bodily injury which may occur in, on, or about the Historic Hendrick House. Said insurance: a) shall be obtained by Quilters at its own expense from a County-approved insurance company; b) shall name the County as an additional insured on the Certificate of Insurance, and; c) shall remain in effect throughout the entire duration of this MOA (including any extensions hereof) or the tenancy of Quilters in the Historic Hendrick House, whichever is longer.

County shall have the following roles and responsibilities during the duration of the MOA Term:

1. Complete initial repairs to the Historic Hendrick House that are necessary to meet occupancy code requirements for the intended use of the building as a Quilt Workshop and Office;
2. Assign a Project Director to oversee all current and future renovation and restoration activities;

3. In partnership with Quilters, County shall research and submit funding proposals to various funders for future phases of renovation and restoration of the Historic Hendrick House, in accordance with the requirements of the Warren County Historic Preservation Commission Ordinance and Bylaws;
4. Be responsible for major building system repairs and/or replacement/s: HVAC system; electrical; roofing; hot water closet, exterior building maintenance, etc.
5. Be responsible at all times during the term of this MOA, at its own expense, maintain and keep in force public liability and property insurance against claims for bodily injury, death, or damage to property occurring in, on, or about the Historic Hendrick House property.

IV. KEY AGENCY CONTACTS & NOTICE

Linda Worth, Warren County Manager, her designee or successor, will be County's key agency contact for this MOA. All required notice should be directed to:

Linda Worth, Warren County Manager
P.O. Box 619
602 W. Ridgeway St.
Warrenton, NC 27589
P: (252)257-3115; F: (252)257-5971

Jereann King Johnson, Heritage Quilters Giving Circle, Inc., President, her designee or successor, will be Quilter's key agency contact for this MOA. All required notice should be directed to:

Jereann King Johnson
P.O. Box 969
111 S. Front Street
Warrenton, NC 27589
P: (252) 257-1274

These individuals are responsible for ensuring the conduct of the activities and responsibilities required of and by the parties to this MOA.

V. INDEMNIFICATION

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

VI. ASSIGNMENT

Quilters shall not lease or sublet any part of the Historic Hendrick House property without the express written consent of County.

VII. ADDITIONAL TERMS OF AGREEMENT

- A. Upon giving reasonable notice to Quilters, County retains full rights to access the premises to make such repairs and/or improvements to the premises as may be necessary to fulfill County's obligations hereunder.
- B. In the carrying out its responsibilities and obligations under this MOA, Quilters will not discriminate against any person, group, or organization seeking to participate in meetings/programming/trainings or exhibits held or conducted in the Historic Hendrick House on the basis of age, sex, race, creed, handicap, color or national origin.
- C. Quilters shall immediately notify County of any changes to its non-profit status.
- D. This MOA shall begin as of the _____ day of _____, 20____, and unless terminated as herein provided, shall exist and continue for a period of five (5) years, through and including the _____ day of _____, 20____.

Quilters at its option, but subject to the approval of the Warren County Board of Commissioners, may extend this MOA for an additional term of five (5) years, by giving County written notice of its intention to do so not later than sixty (60) days before the termination date hereinabove written.

This MOA may be terminated at any time, with or without cause, by either party upon its providing sixty (60) days written notice

of termination to the other party.

- E. The consideration for this MOA shall be the rental fee of One Dollar (\$1.00) per month, to be paid in advance by Quilters to County for the entire term for a total of Sixty Dollars (\$60.00), upon signing this MOA.

In addition, the consideration for this MOA shall be based upon Quilters fulfilling the roles and responsibilities as described in Section III, subsection 1 of this MOA above. Should the Historic Hendrick House not be used by Quilters as described in said Section of this MOA, this MOA shall terminate immediately and become null and void, and County shall be entitled to immediate possession of the property.

IN TESTIMONY WHEREOF, each Party acknowledges and agrees that he/she/it has read this Memorandum in its entirety and by their signature below, the Parties represent: i) that this Memorandum is a fair and accurate rendering of the Parties' understanding and agreement; ii) that each has had the opportunity to discuss this Agreement with their respective attorneys, and; iii) that they have the authority to sign in their individual and/or official capacity and to bind their respective corporate entity.

WARREN COUNTY, NORTH CAROLINA

By: _____
Linda T. Worth, County Manager Date

WITNESS:

HERITAGE QUILTERS GIVING CIRCLE, INC.

By: _____
Jereann King Johnson, President Date

WITNESS:

February 19, 2014
Work Session Agenda

Item # 3

**Proposed Mutual Aid Agreement between
Norlina, Warrenton & Warren County**

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Linda T. Worth, County Manager
Robert Davie, Warrenton Town Administrator

MEMORANDUM

TO: Board of County Commissioners

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

DATE: February 14, 2014

RE: Proposed Mutual Aid Agreement Between
Norlina, Warrenton, and Warren County

The attached proposed Intergovernmental Agreement between the Town of Norlina, Town of Warrenton, and Warren County to Provide Mutual Aid and Assistance in the Restoration of Public Water and Sewer Services was prepared by the Town of Warrenton. It is presented for your review and discussion to determine if Warren County wishes to be a named party to the agreement. As the Board is well aware, the two municipalities and the County work together in partnership to provide regional wastewater treatment services and public water in each of our jurisdictions.

This proposed Intergovernmental Agreement provides guidelines for the parties to provide mutual aid and assistance in the event of certain natural disasters or emergency conditions.

I will look forward to discussing this document with the Board.

Attachment

**INTERGOVERNMENTAL AGREEMENT BETWEEN
TOWN OF NORLINA, TOWN OF WARRENTON, AND WARREN COUNTY
TO PROVIDE MUTUAL AID AND ASSISTANCE IN THE RESTORATION OF
PUBLIC WATER AND SEWER SERVICES**

WHEREAS, North Carolina law authorizes local governments to enter into contracts with each other to provide mutual aid and assistance in restoring electric, water, sewer, or gas services in the event of natural disasters or other emergencies under such terms and conditions as may be agreed upon; and

WHEREAS, North Carolina law and state policy also provides for certain reimbursements or financial aid to local government for certain natural disasters or emergency conditions; and

WHEREAS, the Town of Norlina, Town of Warrenton and Warren County find it to be in their best interest to have such a mutual aid agreement to provide mutual aid and assistance in making emergency repairs to regional water lines or sewer mains, owned and operated by the parties to this agreement;

NOW, THEREFORE, in consideration of the above recitals and the covenants contained herein, the parties hereto agree as follows:

Section 1: Purpose

Recognizing that emergencies which occur from time to time require a response which is often beyond the individual capacities of each of the entities' Public Works departments and would best be resolved with the combined resources in the form of personnel, equipment, materials, and supplies. Through this mutual aid and assistance agreement among the parties hereto, members shall benefit from a cooperative response to both local utility emergencies and declared disasters. This agreement sets forth the procedures and standards of administration for the intergovernmental mutual aid and assistance between the parties.

Section 2: Initial Term, Renewal; Termination

This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent years, unless canceled by written notification served personally or by registered mail upon each of the parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been served upon all parties. A party's withdrawal from this Agreement shall not affect a party's reimbursement obligations or any other liability or obligation under the terms of this Agreement incurred prior to withdrawal hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

Section 3: Definitions:

1. "Emergency" an unanticipated and/or sudden occurrence or imminent threat of severe environmental impact from any natural or man-made event which has impacted or will potentially impact the service of public drinking water and/or public waste water. An emergency is one which is declared by an Authorized Official to this contract.
2. "State of Emergency" is an emergency which is declared under the provisions of the North Carolina Emergency Management Act.

3. "Recipient" is an entity and party to this contract which has requested aid and assistance from one or more of the other parties to this contract.
4. "Provider" is an entity and party to this contract which has received a request to furnish aid and assistance for an "emergency" from "Recipient".
5. "Authorized Official" is an employee or officer of one of the Towns or County that is authorized by the governing board or management to request assistance, offer assistance, or refuse to offer assistance.

Section 4: Procedures

1. Mutual aid and assistance shall not be requested unless the resources available to Recipient are deemed inadequate by Recipient. When Recipient becomes affected by an emergency and deems its resources inadequate, it may seek mutual aid and assistance and shall notify Provider(s) of the nature and extent of its emergency and requested assistance utilizing the written form attached to this agreement. This written request shall be provided in addition to any telephone or in-person request for assistance.
2. Upon receipt of a Mutual Aid request, Provider's Authorized Official shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's Authorized Official determines that Provider has available resources, Provider's Authorized Official shall so notify the Recipient. Provider shall complete a written acknowledgment, whether on the request form received from Recipient or on another form, regarding the assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to Recipient for a final response. The judgment of the Provider shall be final as to the available personnel and equipment.
3. Personnel dispatched to aid Recipient shall remain employees of the Provider, but shall work at the direction and under the supervision of the Director of Public Works of the Recipient. Provider-owned equipment shall be operated by Provider's employees under Provider-specified safety guidelines.
4. Each Recipient and Provider shall ensure that its employees and agents are knowledgeable and act in compliance with all Occupational Safety and Health Act (OSHA) rules and regulations. Recipient shall assume responsibility and ensure that the directions and supervision of work being performed under this agreement is in compliance with OSHA rules and regulations.
5. Provider shall retain the right to withdraw any personnel and/or equipment provided as mutual aid to Recipient. Provider's Authorized Official shall give notice to Recipient of its decision to withdraw aid in part or whole. Said withdrawal of aid shall not constitute a breach by Provider.
6. A State of Emergency as declared under the provisions of the North Carolina Emergency Management Act shall constitute an event wherein the terms and conditions of the (Sub-Section Incomplete – will have correct language by time of meeting (LTW))

Section 5: Reimbursements

Except as otherwise provided below, it is understood that Recipient shall pay to Provider all documented costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by Recipient and Provider. Recipient shall be ultimately responsible for reimbursement of all eligible expenses.

1. During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. Recipient shall reimburse Provider for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section 6 of this Agreement, Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's personnel under the terms of the North Carolina Workers' Compensation Act (Chapter 97 of the North Carolina General Statutes). Provider shall provide a statement which includes sufficient details including the hourly rates for each employee and the number of hours worked for each employee.
2. Recipient shall reimburse the Provider(s) for the use of equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. Provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of Provider, fuels, miscellaneous supplies, and minor repairs may be reimbursed by Recipient, if practical. The total equipment charges to Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by Recipient and by the amount of any insurance proceeds received by Provider.
3. Recipient shall reimburse Provider for all materials and supplies furnished and that are used by Recipient during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and supplies, which shall be included in the equipment rate established above. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by Provider, Provider's materials and supplies used or damaged in a reasonable time.
4. Recipient agrees to reimburse Provider's invoiced costs and expenses incurred as expeditiously as possible. Any disputes for such costs and reimbursements sought shall first be made in writing between the parties. If said dispute is not resolved between the parties, either party may seek an arbitration of said dispute. Arbitration is the sole remedy for resolution of any said reimbursement dispute between the parties. Said arbitration shall be binding and in accordance with the North Carolina Revised Uniform Arbitration Act.

Section 6: Liability, Indemnification, and Insurance

5. Pursuant to North Carolina law, whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.
6. Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the North Carolina Workers' Compensation Act, Chapter 97 of the General Statutes, due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider(s) will be entirely responsible for the payment of workers' compensation benefits to its own respective employees.
7. Provider will maintain loss and liability coverage for its vehicles and equipment which shall include any

time wherein said equipment or vehicles are being utilized as part of mutual aid and assistance contemplated in this agreement.

8. Any uninsured or extraordinary expenses may be a part of claimed costs for reimbursement.
9. Pursuant to North Carolina law, all activities performed under this Agreement are hereby declared to be governmental functions. Neither the parties to this Agreement, nor, except in cases of willful misconduct, gross negligence, or bad faith, their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be liable for the death of or injury to persons, or for damage to property as a result of any such activity.
10. Each party to this Agreement agrees to protect, defend, indemnify, and hold the other parties, their officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of negligent acts, errors and/or omissions. Each party further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at its sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement. Notwithstanding the foregoing, to the extent that each party does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.
11. No party to this agreement shall be liable for its failure or refusal to render aid pursuant to this agreement. Likewise, no party to this agreement shall be liable for its withdrawal of aid pursuant to this agreement.

IN WITNESS WHEREOF, Warren County has caused this Agreement to be signed in its corporate name by its Board Chair, attested by its Clerk to the Board and its corporate seal affixed; and the Town of Norlina has likewise caused this Agreement to be signed in its corporate name by its Mayor, attested to by its Town Clerk and its corporate seal affixed; and the Town of Warrenton has likewise caused this Agreement to be signed in its corporate name by its Mayor, attested to by its Town Clerk and its corporate seal affixed, all on the day and year first written above. The parties have executed this Agreement in triplicate originals, one of which is retained by each of the parties.

WARREN COUNTY, NORTH CAROLINA

By: _____
BERTADEAN W. BAKER, CHAIR

ATTEST:

Angelena Kearney-Dunlap, Clerk to the Board

TOWN OF NORLINA, NORTH CAROLINA

By: _____
DWIGHT W. PEARCE, MAYOR

ATTEST:

Cindy Gardner, Norlina Town Clerk

TOWN OF WARRENTON, NORTH CAROLINA

By: _____
WALTER M. GARDNER, JR., MAYOR

ATTEST:

Robert Davie, Warrenton Town Clerk

This agreement has been pre-audited in a manner required by the Local Government Budget and Fiscal Control Act pursuant to North Carolina General Statute § 159-28.

Gloria Edmonds, Warren County Finance Director

This agreement has been pre-audited in a manner required by the Local Government Budget and Fiscal Control Act pursuant to North Carolina General Statute § 159-28.

Cindy Gardner, Norlina Town Administrator

This agreement has been pre-audited in a manner required by the Local Government Budget and Fiscal Control Act pursuant to North Carolina General Statute § 159-28.

Robert Davie, Warrenton Town Administrator

REQUEST FOR MUTUAL AID AND ASSISTANCE
IN THE RESTORATION OF PUBLIC WATER AND SEWER SERVICES

REQUESTING
ENTITY

TO:

___ Warren County

___ Town of Norlina

___ Town of Warrenton

DATE / TIME:

_____ (AM or PM)

NATURE OF
EMERGENCY:

ASSISTANCE
REQUESTED:

CONTACT NAME:

TELEPHONE

REQUESTOR:
NAME/TITLE:
PRINTED:

February 19, 2014
Work Session Agenda

Item # 4

**Proposed Policy for Funding Non-Profit
Agencies**

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Linda T. Worth, County Manager



WARREN COUNTY BOARD OF COMMISSIONERS

602 WEST RIDGEWAY STREET
POST OFFICE BOX 619
WARRENTON, NORTH CAROLINA 27589

MEMORANDUM

Bertadean Baker, Chairman
Jennifer Jordan, Vice Chairman
Ruby Downey
Barry Richardson
Ulysses S. Ross

Linda T. Worth
County Manager

Angelena Kearney-Dunlap
Clerk to the Board

TO: Warren County Board of Commissioners
FROM: Linda T. Worth, County Manager *LW*
DATE: January 17, 2014
RE: Proposed Policy for Funding Non-Profit Agencies

As you are all aware, in past years during the annual budget process Warren County has provided funding for non-profit organizations serving county citizens. Due to lean economic times, the practice of funding non-profits was discontinued about five+- years ago. As the economy regains stability and the county is in a better position to consider providing financial support to our local non-profit agencies, I felt it would be beneficial to all concerned to consider adopting a formal policy to guide the process.

I have prepared the attached "draft" Warren County Policy for Funding Non-Profit Agencies for the Board's review and discussion. Should the Board wish to move forward to adopt this or some revised version of this policy, staff would seek guidance from the Board during the annual budget process relative to its desire to invite non-profit organizations to submit funding requests to the County.

I will look forward to further discussing these matters with the Board at the Budget Goals Setting Work Session.

Attachment

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

"This institution is an equal opportunity provider and employer."



WARREN COUNTY POLICY FOR FUNDING NON-PROFIT AGENCIES

Policy:

Funds shall only be appropriated to organizations that can document compliance with all applicable federal and state regulations related to tax-exempt status.

Organizations requesting funding must be able to document that they provide on-going services to the community, are governed by a volunteer Board of Directors that serves without compensation, and that their financial management is subject to an independent audit/review at the completion of the year for which the funds are requested.

Funds shall only be appropriated for public purposes.

Requests for funding will only be accepted during the county's annual budget preparation process. A specific timetable for the process will be developed and disseminated by the county each year.

Requests for funding for direct "safety net" human services to low income Warren County residents shall be given the highest priority for funding.

Requests for services that duplicate services that are already available to the public through other means will be given the lowest funding priority.

Criteria:

Funded services must be equally available to all eligible residents of the county. Each non-profit organization may develop its own service eligibility criteria, but such criteria may not include any form of legal discrimination. If the agency charges fees for services to be provided with county funding, those fees must be applied on a sliding fee basis that allows all to participate irrespective of their ability to pay full costs.

The applicant organization should clearly demonstrate its ability (i.e., that it has appropriate staffing, financial resources, equipment, etc.) to provide the proposed services.

Proposals shall clearly identify the relationship between the funding request and the provision of a given service or services.

Proposals shall clearly document the need for the proposed services.

Proposals shall identify the number of Warren County residents that are expected to receive direct services during the fiscal year as a result of county funding. Renewal requests shall indicate the actual number of Warren County residents served during the funded period.

Proposals that request funding for services that are already available in the county must clearly demonstrate that they will address an unmet service demand, or that they will deliver comparable services at a significantly lower unit cost than the currently available services.

Each organization that receives funding shall present a written report to the county on or about January 15th and July 15th of each year that documents its success in providing the funded services during the prior six (6) months.

Process:

Non-profit agencies requesting \$1,000 or more of funding from Warren County agree to furnish the following with the funding request:

1. A copy of the agency's Internal Revenue Service tax-exempt status determination letter.
2. A roster of the Board of Directors that includes all members' mailing addresses, phone numbers, email addresses and terms of office.
3. A copy of the current budget.
4. A copy of the annual audit performed by a CPA firm. (The audit must be received within ninety 90 days of the end of the fiscal year. Those organizations not required to perform an audit should provide a copy of IRS form 990, "Return of Organizations Exempt from Income Tax.")
5. A copy of the minutes of the most recently held annual meeting of the Board of Directors.
6. A copy of the Articles of Incorporation and By-Laws of the agency.
7. A letter or form stating the agency will abide by the following guidelines:
 - a. That all board meetings are open to the public and that the Warren County Clerk to the Board of Commissioners is notified at least 48 hours in advance of all meetings held.
 - b. That all financial records are open to the public upon reasonable notice.
 - c. That the agency will obtain bids for capital outlay items funded with County dollars, and be able to provide adequate written documentation of such upon reasonable request.
 - d. That the agency will avoid conflict of interest in funding programs which are otherwise provided by the private sector.
 - e. That the agency will abide by all Federal, State and local laws and ordinances.

- f. That the agency will use County funds only for the purpose for which the funds were appropriated.
 - g. That the agency will repay any funds that are in violation of the stated purpose for receiving the appropriation.
8. The Board of Commissioners may allow an exception to the funding policy where it is shown that the policy requirements would result in a practical difficulty or unnecessary hardship to the applying non-profit agency. This exception would be granted if approved by a majority vote of the Board of County Commissioners at a regularly scheduled meeting.

Adopted and effective this the _____ day of _____ 2014.

WARREN COUNTY BOARD OF COMMISSIONERS

Bertadean W. Baker, Chairman

ATTEST:

Angelena Kearney-Dunlap, Clerk to the Board



07/01/2013 16:28
2036bmay

WARREN COUNTY
NEXT YEAR BUDGET LEVELS REPORT

PG 21
bgnyrpts

PROJECTION: 2014 2014 BUDGET WORKSHEETS

FOR PERIOD 13

GENERAL FUND			2012 REVISED BUD	2013 REVISED BUD	2014 REQUEST	2014 RECOMMEND	2014 ADOPTED
104199	MISCELLANEOUS APPROPRIATIONS						
104199	549900	MISC	6,000.00	27,233.00	1,000.00	1,000.00	1,000.00
104199	560000	BOY SCOUTS	.00	.00	.00	.00	.00
104199	560002	COM PEN PR	.00	.00	.00	.00	.00
104199	560003	COMM CNTR	.00	.00	.00	.00	.00
104199	560005	FVW OPP	.00	.00	.00	.00	.00
104199	560006	GIRL SCTS	.00	.00	.00	.00	.00
104199	560008	HALIWA TRI	.00	.00	.00	.00	.00
104199	560009	HOLLIS RCH	.00	.00	.00	.00	.00
104199	560012	LKLND ARTS	.00	.00	.00	.00	.00
104199	560013	LIT COM CT	.00	.00	.00	.00	.00
104199	560014	NC EST CHB	.00	.00	.00	.00	.00
104199	560015	NC SR CIT	.00	.00	.00	.00	.00
104199	560016	REG PRT LG	.00	.00	.00	.00	.00
104199	560017	RNK RIV BA	.00	.00	2,590.00	2,590.00	2,590.00
104199	560018	WAR FAM IN	.00	.00	.00	.00	.00
104199	560019	PRSRVTN WA	.00	.00	.00	.00	.00
104199	560021	HOLL CITZ	.00	.00	.00	.00	.00
104199	560022	OPPOR WAY	.00	.00	.00	.00	.00
104199	560023	NOR LIBRAR	.00	.00	.00	.00	.00
104199	560024	COG SR DEL	.00	.00	.00	.00	.00

07/01/2013 16:28
2036bmay

WARREN COUNTY
NEXT YEAR BUDGET LEVELS REPORT

PG 22
bgnyrpts

PROJECTION: 2014 2014 BUDGET WORKSHEETS

FOR PERIOD 13

GENERAL FUND			2012 REVISED BUD	2013 REVISED BUD	2014 REQUEST	2014 RECOMMEND	2014 ADOPTED
104199	560025	MGMT RETRT	.00	.00	3,000.00	3,000.00	3,000.00
104199	560026	LAKE GASTO	.00	.00	.00	.00	.00
104199	560027	ALLI YOUTH	.00	.00	.00	.00	.00
104199	560028	HALIFX EMS	.00	.00	.00	.00	.00
104199	560029	BEAVER MGT	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
104199	560030	DOM VIO CO	.00	52,000.00	.00	.00	.00
104199	560031	BETHLEM CO	.00	.00	.00	.00	.00
104199	560032	LOAVE&FISH	.00	.00	.00	.00	.00
104199	560033	TAR RIVER	.00	.00	.00	.00	.00
104199	560034	ARTS COUNC	.00	.00	.00	.00	.00
104199	560035	BRDG SIGNS	.00	.00	.00	.00	.00
104199	560036	LAKE GASTO	.00	.00	.00	.00	.00
104199	560037	RON AYCOCK	.00	.00	.00	.00	.00
104199	560039	ADULT CARE	.00	.00	.00	.00	.00
104199	560040	4 RIVERS	.00	.00	.00	.00	.00
104199	560042	SR LEGISLA	.00	.00	.00	.00	.00
104199	560044	RISING STR	.00	.00	.00	.00	.00
104199	560045	JR HAWKINS	.00	.00	.00	.00	.00
104199	560046	WARR ED FD	.00	.00	.00	.00	.00
104199	560047	GRT MTCH	.00	.00	.00	.00	.00
104199	560048	WC FREE CL	.00	50,000.00	.00	.00	.00
TOTAL MISCELLANEOUS APPROPRI			8,000.00	131,233.00	8,590.00	8,590.00	8,590.00

MUNIS FINANCIAL MANAGEMENT SOLUTIONS
WELCOME TO THE NEIGHBORHOOD



06/21/2010 17:08
2036bmay

WARREN COUNTY
NEXT YEAR BUDGET LEVELS REPORT

PG 20
bgnyrpts

PROJECTION: 2011 2011 BUDGET

FOR PERIOD 13

GENERAL FUND			2009 REVISED BUD	2010 REVISED BUD	2011 REQUEST	2011 RECOMMEND	2011 ADOPTED
104199	MISCELLANEOUS APPROPRIATIONS						
104199	549900	MISC	4,535.00	4,000.00	4,000.00	3,712.00	3,712.00
104199	560000	BOY SCOUTS	.00	250.00	250.00	.00	.00
104199	560002	COM PEN PR	.00	.00	.00	.00	.00
104199	560003	COMM CNTR	.00	500.00	5,000.00	.00	.00
104199	560005	FVW OPP	.00	2,500.00	12,000.00	.00	.00
104199	560006	GIRL SCTS	.00	250.00	3,000.00	.00	.00
104199	560008	HALIWA TRI	.00	2,500.00	5,000.00	.00	.00
104199	560009	HOLLIS RCH	.00	1,500.00	4,000.00	.00	.00
104199	560012	LKLND ARTS	.00	250.00	4,500.00	.00	.00
104199	560013	LIT COM CT	.00	1,000.00	4,500.00	.00	.00
104199	560014	NC EST CHB	.00	.00	.00	.00	.00
104199	560015	NC SR CIT	.00	.00	.00	.00	.00
104199	560016	REG PRT LG	.00	.00	.00	.00	.00
104199	560017	RNK RIV BA	.00	.00	.00	.00	.00
104199	560018	WAR FAM IN	.00	2,500.00	4,750.00	.00	.00
104199	560019	PRSRVTN WA	.00	250.00	250.00	.00	.00
104199	560021	HOLL CITZ	.00	.00	.00	.00	.00
104199	560022	OPPOR WAY	.00	.00	.00	.00	.00
104199	560023	NOR LIBRAR	.00	2,500.00	5,000.00	.00	.00
104199	560024	COG SR DEL	.00	.00	.00	.00	.00
104199	560025	MGMT RETRT	.00	.00	.00	.00	.00

MUNIS FINANCIAL MANAGEMENT SOLUTIONS

WELCOME TO THE NEIGHBORHOOD



06/21/2010 17:08
2036bmay

WARREN COUNTY
NEXT YEAR BUDGET LEVELS REPORT

PG 21
bgnyrpts

PROJECTION: 2011 2011 BUDGET

FOR PERIOD 13

GENERAL FUND	2009 REVISED BUD	2010 REVISED BUD	2011 REQUEST	2011 RECOMMEND	2011 ADOPTED
104199 560026 LAKE GASTO	.00	250.00	3,500.00	.00	.00
104199 560027 ALLI YOUTH	.00	.00	.00	.00	.00
104199 560028 HALIFX EMS	.00	.00	.00	.00	.00
104199 560029 BEAVER MGT	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
104199 560030 DOM VIO CO	.00	2,500.00	3,000.00	.00	.00
104199 560031 BETHLEM CO	.00	.00	.00	.00	.00
104199 560032 LOAVE&FISH	.00	2,500.00	10,000.00	.00	.00
104199 560033 TAR RIVER	.00	.00	.00	.00	.00
104199 560034 ARTS COUNC	.00	500.00	500.00	.00	.00
104199 560035 BRDG SIGNS	.00	.00	.00	.00	.00
104199 560036 LAKE GASTO	.00	.00	.00	.00	.00
104199 560037 RON AYCOCK	.00	.00	.00	.00	.00
104199 560039 ADULT CARE	.00	.00	.00	.00	.00
104199 560040 4 RIVERS	.00	.00	.00	.00	.00
104199 560042 SR LEGISLA	.00	.00	.00	.00	.00
104199 560044 RISING STR	.00	.00	500.00	.00	.00
104199 560045 JR HAWKINS	.00	.00	500.00	.00	.00
104199 560046 WARR ED FD	.00	.00	500.00	.00	.00
104199 560047 GRT MTCH	.00	.00	.00	46,585.00	46,585.00
TOTAL MISCELLANEOUS APPROPRI	6,535.00	25,750.00	72,750.00	52,297.00	52,297.00

4



**NATIONAL CENTER FOR
CHARITABLE STATISTICS**

*The national clearinghouse of data on the
nonprofit sector in the United States*

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Summary Views				
Nonprofit	Charity Filers	Foundations	Bonding Social Capital	Congregations

All registered nonprofit organizations (public charities, private foundations & others) in Warren County, NC

Click on a foundation or organization's federal Employer ID Number (EIN) to learn more. [Click here to sort by organization name.](#)

EIN	Name	IRS Subsection	Gross Receipts	Total Assets	Fiscal Year
562185051	Loaves & Fishes Ministries	03	635,520	44,078	2012
204307481	Warren County Free Clinic	03	361,908	49,956	2012
561218113	Coordinating Council for Senior Citizens of Warren North Carolina	03	345,463	48,232	2008
562023076	Citizens Against Domestic Violence Helping Hands	03	293,584	27,693	2012
561411948	Warrenton Rural Voluntary Fire Association Inc	03	269,327	2,087,904	2012
341999137	Eastern Bluebird Rescue Group Inc	03	210,091	458,281	2012
205385045	Lake Area Counseling	03	164,832	312,851	2010
581425463	Churchill-Five Forks Volunteer Fire Department Inc	04	153,893	94,000	2012
561886129	Warren Family Institute Inc	03	143,322	473,026	2012
561386769	Ridgeway Volunteer Rural Fire Association Inc	03	142,874	50,780	2012
561466603	Alton-Elberon Volunteer Fire Department Inc	03	122,186	911,979	2012
562218960	Warren County Public Facilities Company	03	119,031	823,542	2012
581581280	Cherry Hill Historical Foundation Inc	03	109,418	1,429,079	2011
561768226	Warren County Training School-North Warren High School Alumni Association and Fr	03	86,380	194,511	2012
560792777	Warren County Farm Bureau Inc	05	85,983	171,518	2012
581416325	Hawtree Volunteer Fire Department Inc	03	71,087	460,716	2012
561799633	Habitat for Humanity International Inc Warren County HfH	03	63,098	184,915	2012
272082921	Working Landscapes	03	57,584	7,616	2012
566062965	International Association of Lions Clubs 11653 Warrenton	04	49,501	18,805	2012
562085762	Preservation Warrenton Inc	03	0	0	2013
562048523	Citizens for Animal Protection of Warren County	03	0	0	2012
581488941	Episcopal Diocese of North Carolina Emmanuel Episcopal Church	03	0	0	-
566150532	John R Hawkins Alumni and Friends Inc	03	0	0	2012
561942871	Norlina Christian School Inc	03	0	0	-
753154187	Warren County Gun Owners and Sportsman Association Inc	04	0	0	2012
770705543	South Warren Elementary School PTA	03	0	0	2012
561138048	Warren County Historical Commission	03	0	0	2013
561729639	United Solid Rock Faith Ministries	03	0	0	-
581488939	Episcopal Diocese of North Carolina All Saints Episcopal Church	03	0	0	-
562147404	Warren County Arts Council	03	0	0	2013
562157587	Church on the Rock Inc	03	0	0	-
566147009	New Covenant Pentecostal Holiness Church	03	0	0	-
566088515	American Legion 25 Limer Post	19	0	0	2011
566068188	Veterans of Foreign Wars of the United States Dept of NC 4096 Major Andrew Jacks	19	0	0	2012
566061538	Warrenton Womens Club	04	0	0	2012
566061139	National Society of the Daughters of the American Revolution Warren DAR	03	0	0	2012
562310665	Friends of Warren County Memorial Library	03	0	0	2012
562267299	PTA North Carolina Congress Warren County Middle School	03	0	0	2012
911771551	Ruritan National Corp Wise-Paschall	04	0	0	2012
562223806	Fork Chapel Missionary Baptist Church	03	0	0	-
562222791	Woodsworth Baptist Church	03	0	0	-
581488890	Episcopal Diocese of North Carolina Good Shepherd Episcopal Church	03	0	0	-
562265053	PTA North Carolina Congress Mariam Boyd Elementary School PTA	03	0	0	2011
561718036	Jacob Holt House Foundation Inc	03	0	0	2012
561634044	The Warren Education Fund Inc	03	0	0	2012

All registered nonprofit organizations (public charities, private foundat...

<http://nccsdataweb.urban.org/PubApps/geoShowOrgs.php?id=C37185...>

453445385	PTA North Carolina Congress Warren New Tech High School PTSA	03	0	0	2011
451561493	Interstate Bioeconomic Alliance Inc	04	0	0	-
383805356	Mayflower Civic Center Organization	03	0	0	-
383708211	Ridgeway Historical Society Inc	03	0	0	2012
371546430	Warren County Restoration Center	03	0	0	2010
363662671	Alpha Kappa Alpha Sorority Inc Rho Tau Omega	07	0	0	-
352425459	Rho Tau Omega Chapter-Scholarships and Services Projects Incorporated	03	0	0	2012
352195634	Inez Community Development Company Inc	03	0	0	2011
320165437	Solomon Williams Cemetary	13	0	0	2011
300146883	Zaphnath Ministries	03	0	0	2011
274168300	Spring Green Missionary Baptist Church Inc	03	0	0	-
273919137	Warren County Cattlemens Association	05	0	0	-
237637847	Prince Hall Grand Lodge Free and Accepted Masons of North Carolina 10 Stone Squa	08	0	0	2012
134253698	Beytek Information Technology Organization Beytek	03	0	0	2012
043597451	PTA North Carolina Congress Vaughn Elementary School	03	0	0	2010
461251201	Heritage Quilters Giving Circle Inc	03	0	0	2012
470922462	Chamber of Commerce of Warren County Inc	06	0	0	2012
561582623	Church of God of Prophecy Bible Place 1281	03	0	0	-
561564654	Coley Springs Baptist Church	03	0	0	-
561533529	The Educational Council of the Memorial Forest Inc	03	0	0	2010
561486320	The Law Club	07	0	0	2013
561356295	Gospel Baptist Church	03	0	0	-
561335226	Rotary International Rotary Club of Warrenton NC	04	0	0	2013
561212697	United States Junior Chamber of Commerce Warren County Jaycees Inc	04	0	0	2012
561156095	St Pauls Lutheran Church	03	0	0	-
561134570	Warren County Historical Association	03	0	0	2013
560939046	Warren Academy Inc	03	0	0	2012
560901595	Norlina Pool Incorporated	07	0	0	2012
522373622	PTA North Carolina Congress Warren County High School	03	0	0	2012
521744169	Coalition of Youth Empowerment	03	0	0	2011
521303531	Delta Kappa Gamma Society NC Gamma Chi Chapter	06	0	0	2013
510622570	Rags To Riches Cat Rescue	03	0	0	2011
010723920	PTA North Carolina Congress Northside Elementary School	03	0	0	2011

February 19, 2014
Work Session Agenda

Item # 5

**Discussion of County Attorney
as an
In-House Staff Position**

= = =

Linda T. Worth, County Manager

**COUNTY ATTORNEY EXPENDITURES
FY 2010 THRU 2013**

	FY 10 ACTUALS	FY 11 ACTUALS	FY 12 ACTUALS	FY 13 ACTUALS	FY 14 PROJECTIONS as of 1/30/2014
104150 519201 LEGAL RETAINER	4,400.00	4,800.00	4,800.00	4,800.00	4,800.00
104150 519202 LEGAL SERVICES	49,206.65	81,312.84	80,407.21	164,060.92	138,191.00
104150 519206 LEGAL SERVICES/OTHER	2,546.02	355.00	99.00	171.57	25,200.00
104150 531102 TRAVEL EXPENSE	561.34	926.01	625.00	599.29	1,300.00
104150 532500 POSTAGE	-	-	-	5.87	8.00
TOTAL	56,714.01	87,393.85	85,931.21	169,637.65	169,499.00

PROPOSED COUNTY ATTORNEY DEPARTMENTAL BUDGET

<u>POSITIONS</u>	<u>SALARY GRADE</u>	<u>PROPOSED SALARY RANGE</u>			<u>PROPOSED SALARY</u>
		Min	Mid	Max	
County Attorney	36	67,624	87,911	108,199	85,000
Paralegal	21	32,528	42,287	52,045	34,000
Office Assistant	12	20,968	27,259	83,549	<u>20,968</u>
TOTAL SALARIES					139,968
FRINGES:					
Insurance					21,237
FICA (7.65%)					10,708
RETIREMENT (7.07%)					<u>9,896</u>
TOTAL FRINGES					41,841
TOTAL SALARIES/FRINGES					181,809
<u>DEPARTMENTAL EXPENSES:</u>					
Annual Recurring Expenses:					
Office Supplies					1,000
Travel Expense					3,500
Other - Contracted Legal Expenses (Estimate - Could be -0-)					15,000
Cell Phone					650
Telephone					500
Postage					250
Utilities					1,000
Maintenance					500
Copy Charges					550
Dues/Subscriptions					1,000
Rent*					16,500
Miscellaneous - Filing Fees, etc.					<u>3,000</u>
Sub-Total Annual Recurring Expenses					43,450
Initial Departmental Set-Up Expenses:					
Computer Equipment					9,000
Office Furniture					6,000
Telephone System					<u>8,000</u>
Sub-Total Initial Set-Up Expenses					23,000
TOTAL DEPARTMENTAL EXPENSES					66,450
<u>FIRST YEAR COST</u>					
Salaries/Fringes					181,809
Other Departmental Expenses					<u>66,450</u>
TOTAL					248,259
<u>6-MONTHS COST - EFFECTIVE 1/1/15</u>					
Salaries/Fringes					90,905
Departmental Costs					<u>44,725</u>
TOTAL					135,630

*Estimated Cost of Rental Space: 1,500 sq.ft. @\$11 = \$16,500

COUNTY ATTORNEY SALARIES IN COUNTY'S WITH FULL-TIME STAFF ATTORNEYS

SALARY SOURCE: SOG County Salaries in North Carolina 2013

POPULATION SOURCE: US Census American FactFinder

<u>COUNTY</u>	<u>POPULATION</u>	<u>SALARY</u>
ALAMANCE	151,131	\$103,000
BRUNSWICK	107,431	\$122,086
BUNCOMBE	238,318	\$138,410
CATAWBA	154,358	\$112,323
COLUMBUS	58,098	\$69,871
CUMBERLAND	319,431	\$107,625
CURRITUCK	23,547	\$176,868
DAVIDSON	162,878	\$98,506
DUPLIN	58,505	\$89,676
DURHAM	267,587	\$171,131
FORSYTH	350,670	\$154,357
GASTON	206,086	\$144,508
GUILFORD	488,406	\$148,600
HALIFAX	54,691	\$98,370
HENDERSON	106,740	\$112,200
LEE	57,866	VACANT
MECKLENBURG	919,628	\$151,341
MOORE	88,247	\$105,377
NEW HANOVER	202,667	\$140,300
ONSLow	177,772	\$123,600
ORANGE	133,801	\$137,700
PASQUOTANK	40,661	\$85,579
PITT	168,148	\$128,744
ROBESON	134,168	\$179,242
ROCKINGHAM	93,643	\$115,954
STANLY	60,585	\$80,632
WAKE	900,993	\$166,795
WARREN	20,972	\$85,000 (Proposed)
WASHINGTON	13,228	\$87,204
WAYNE	122,623	\$98,675

NOTES:

1. Salaries Less than \$100,000 are highlighted for Comparison of Jurisdiction Size & Salary Paid
2. Longevity is a factor to be considered when comparing reported salaries.

TABLE V. COUNTY ATTORNEY								
1/1/13								
County	Comments	Full-time Salary	Retainer	Fees	Amount as Compared with Past	Reason if Higher	Services Covered by Retainer	Departments Served by County Attorney
Alamance		\$103,000						ABCDEFGHIJKLMOTUVWX
Alexander	1 assistant	85,000						
Alleghany	n/a			no data				no data
Anson			15,000	\$0	normal		ice	ABCDEFGHIJKLMOPSTUVW
Ashe			12,413	20,206	normal		ice	ABCDEFGHIJKLMOPRTUV
Avery	n/a			37,306	higher	1		ABCDEFGHIKLMOSTUVW
Beaufort			28,043		normal		acdef	ABCDEFGHILMRSTVW
Bertie				157,484	normal		acdef	ABCDEFGHIKLMRSTUVW
Bladen								ABCDEFGHIJKLMOPQRSTUW
Brunswick		122,086						ABCDEFGHIJKLMOPQRSTUW
Buncombe	1 assistant	96,900						X
		138,410						
Burke	1 assistant	92,700						
Cabarrus			49,920	27,210	normal		ice	ABCDEFGHIJKLMOPRTUV
Caldwell				36,191	normal			ABCDEFGHIKLMOTWW
Camden	n/a		no data	no data				
Carteret			\$150/hr.		normal			ABCDEFGHIKLMOPRTV
Caswell								
Catawba		112,323						ABCDEFGHIJLMOTUVW
	1 assistant	76,000						
Chatham			78,763	121,459	normal		acdef	ABCDEFGHIJKLMRWW
Cherokee			35,000				acdef	ABCDEFGHIKLMOSW
Chowan				45,098	higher	5		AB
Clay				no data	normal	case load		ABCDEFGHIJKLMOPRSTUW
Cleveland			23,760	119,750	normal		acde	ABCDEFGHIJLMOTWW
Columbus		69,671			normal			X
	assistant	67,162						
Craven				250,000	normal			ABCDEFGHIKLMOPQRSTUW
Cumberland		107,625						ABCDEFGHIJLMRSTUVW
	2 assistants	106,226						
Currituck		176,868						X
	assistant	43,561						
Dare		see county manager						ABCDEFGHIJKLMRWW
Davidson		98,506						ABCDEFGHIJLMOPTUVW
	assistant	86,700						
Davie			24,000	27,528	normal		acdef	X
Duplin		89,676						ABCDEFGHIJKLMOPRSTUVW
	2 assistants	38,240						
Durham		171,131			normal			X
	3 assistants	40,569						
Edgecombe			44,000	1,371	normal		acdef	X
Forsyth		154,357						ABCDEFGHIJKROUV
	5 assistants	91,437						
Franklin				216,702	higher	1	abcdef	ABCDEFGHIJKLMOPSTVW
Gaston		144,508						ABCDEFGHIJKLMOPSTVW
	assistant	78,312						
Gates			8,000	12,655	normal			ABCDEFGHILMRVS
Graham			7,800	238,760	no data		ii	ABCDEFGHIJKLMSTUW
Granville				115,053	normal		acdef	ABCDEFGHIJKLMOPRSTVW
Greene		148,600						ABCDEFGHIILMNSTV
Guilford		87,788						ABCDEFGHIILMNSTV
	6 assistants	98,370						ABCDEFGHIJLMOPRSTVW
Halifax								
Hamett								
Haywood			42,000	101,130	no data		acdef	ABCDEFGHIJKLMSTVW
Henderson		112,200						ABCDEFGHIJKLMOTVW
	assistant	85,688						
Hertford				64,225		1, 5	higher	ABCDEFGHIMOPRSTVW
Hoke								

County Salaries in North Carolina 2013

County	Comments	Full-time Salary	Retainer	Fees	Amount as Compared with Past	Reason if Higher	Services Covered by Retainer	Departments Served by County Attorney
Hyde	no data							ABCDEFGHIJKLMPQRSTU
Iredell	2 assistants	38,302	16,800	47,237	normal		ac	X
Jackson			\$200/hr	99,310	normal		abcdef	ABCDEFGHIJKLMOPSTUVW
Johnston				110,545	normal		acde	ABCDEFGHIJLMNOPQRSTUWV
Jones				no data				X
Lee		vacant						ABCDEFGHIJLKPSTVW
Lenoir	no data							ABCDEFGHIJKLMOSTUVW
Lincoln				142,818	normal		acdef	ABCDEFGHIJKLMOPSTVW
McDowell			16,775		higher	5	bc	ABCDEFGHIJKLMPSTVW
Macon	no data							
Madison			12,000	54,511	normal		acdef	ABCDEFGHIJKLMUVW
Martin			7,200	13,682	normal		bcdef	X
Mecklenburg	1 deputy position	151,341						ABCDEFGHIJKLMNSTW
Mitchell				43,105	higher	4	acde	ABCDEFGHIJKM
Montgomery	no data							
Moore		105,377			normal			ABCDEFGHIJKLMOPRSTVW
	asst.—2 positions	85,795						ABCDEFGHIJKLMOPRSTVW
Nash			18,000	\$60-\$150/hr.	normal		acdef	ABCDEFGHIJKLMORVW
New Hanover		140,300						ABCDEFGHIJLMQTVW
	asst.—2 positions	106,583						
Northampton				10,751	normal		a	ABCDEFGHIJKMOPRSTUW
Onslow		123,600						ABCDEFGHIJKLMOSTVW
	assistant	31,620						
Orange		137,700						X
	asst.—2 positions	75,567						
Pamlico			no data	no data			acde	ABCDEFGHIKLMRV
Pasquotank		65,579						ABCDEFGHIJKLMORUVW
Pender			48,000	no data	normal		ac	ABCDEFGHIJKLMPTV
Perquimans				22,715	normal		acdef	ABCDEFGHIJKLPSTUVW
Person				\$150/hr.	normal			X
Pitt		128,744						ABCDEFGHIJKLMOSTVW
	1 assistant	84,426						
Polk			16,000	23,171	normal		acde	ABCDEFGHIJKMOPSTUVW
Randolph			15,000	4,181	lower		a	L
Richmond			7,000	25,000	normal		acdef	X
Robeson		179,242		366,405	no data		acdef	ABCDEFGHIJKLMOPRSTUVW
Rockingham		115,954						ABCDEFGHIJKLMOSTVW
	1 assistant	83,394						
Rowan			15,996	149,898	normal		acdef	X
Rutherford								
Sampson							a	ABCDEFGHIJKLMOPSTUVW
Scotland			no data	no data				ABCDEFGHIJKLMOPSTV
Stanly		80,632						ABCDEFGHIJKLMOPQRSTV
	1 assistant	38,239						ABCDEFGHIJKLMOPSTVW
Stokes			60,000	63,852	normal		bcdef	ABCDEFGHIJKLMOPSTVW
Surry			4,800	153,890	higher	1	acdef	ABCDEFGHIJKLMOPSTUVW
Swain								
Transylvania			6,000	20,318	normal		acdef	ABCDEFGHIJKLMOSTVW
Tyrrell			39,747		normal		acdef	ABCDEFGHIJKLMPRTVW
Union				\$85-\$250/hr	normal		bcdf	ABCDEFGHIJKLMPRTVW
Vance			6,000	97,550	normal		acdef	ABCDEFGHIJKLMOSTVW
Wake		166,795						ABCDEFGHIJKLMNOVW
	asst.—10 positions	82,173						
Warren			4,800	80,407	normal		ace	ABCDEFGHIJKLMOPSTUVW
Washington		87,204						no data
Watauga								
Wayne		98,675						X
Wilkes			no data	no data	normal			X
Wilson			no data	no data			acdef	ABCDEFGHIJKLMORUVW
Yadkin			no data	no data	normal			X
Yancey			no data	no data				ABCDEFGHIJKLMPSTUVW

Codes for Departments Served by County Attorney

COUNTY ATTORNEY

General Definition and Conditions of Work:

Provides legal advice, opinions and representation for County Agencies and staff; researches legal issues and prepares related reports and paperwork; litigates on behalf of county agencies and staff; prepares for court, gathers evidence, negotiates possible settlements in the County's best interest; prepares opening and closing statements; and does related work as required. Work is performed under general supervision.

This is sedentary work requiring the exertion of up to 10 pounds of force occasionally and a negligible amount of force frequently or constantly to move objects; work requires reaching, fingering and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word, and conveying detailed or important instructions to others accurately, loudly, or quickly; hearing is required to perceive information at normal spoken word levels, and to receive detailed information through oral communications and/or to make fine distinctions in sound; visual acuity is required for preparing and analyzing written or computer data, determining the accuracy and thoroughness of work, operation of motor vehicles and equipment, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions.

Essential Functions/Typical Tasks:

Provides legal research and advice; provides representation and consultation to County agencies and staff; responding to legal inquiries; rendering legal assistance and opinions; litigating cases; drafting ordinances; maintaining records and files; preparing reports.

Researches legal issues, and stays abreast of local, state and federal laws;

Provides legal advice to County Board and County agencies and staff;

Reviews documents and contracts for legal sufficiency and to protect County's interests;

Works on lawsuits, legal issues, and legal documents;

Reviews reports to be submitted to the County Board for legality of proposed actions and ordinances;

Prepares related reports and paperwork;

Drafts pleadings and briefs in support of County in court cases, drafts ordinances and regulations;

Prepares collection correspondence;

Writes legal opinions in response to requests from County Board and County agencies;

Performs related tasks as required.

Knowledge, Skills and Abilities:

Considerable knowledge of modern principles and practices of local and State laws and court decisions; considerable knowledge of legal research and the investigation, preparation and presentation of cases; ability to interpret and apply constitutional provisions, statutes, administrative regulations, court decisions, and other precedents; ability to analyze facts, evidence, and legal instruments; knowledge of legal procedures, practices and methods; ability to express conclusions and arguments clearly and logically in oral and written form; ability to establish and maintain effective working relationships with county officials, court officials, associates and the general public; ability to prepare and render legal opinions.

Education and Experience:

Any combination of education and experience equivalent to graduation from an accredited law school and at least three years professionally responsible professional legal experience.

Special Requirements:

Eligibility to practice law in the State of North Carolina and possession of all other qualifications as prescribed by State Statute. Possession of an appropriate driver's license valid in the State of North Carolina. A department/agency head must be a resident of Halifax County, or agree to become a resident within six (6) months from the date of acceptance of this position. Failure to become a resident of the county within the time allowed; unless a specific waiver is granted by the board of county commissioners, will be grounds for termination.

PARALEGAL I

General Definition and Conditions of Work:

Performs difficult administrative and technical work assisting with varied legal assignments, which may include the drafting, reviewing, preparing, and researching of legal instruments, opinions, forms, motions, and documents for an attorney's approval; and does related work as required. Work is performed under the supervision of a County Attorney.

This is sedentary work requiring the exertion of up to 10 pounds of force occasionally and a negligible amount of force frequently or constantly to move objects; work requires stooping, reaching, fingering, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for preparing and analyzing written or computer data, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions.

Essential Functions/Typical Tasks:

Conducting legal research for law and legal precedents; drafting and reviewing legal instruments; handling complaints and legal inquiries from the public; preparing and maintaining communications and records.

Conducts title searches of parcels, and notifies property owners;
Assists with tax foreclosures under the direction of County Attorney;
Assists with setting up and monitoring taxpayer payment arrangements;
Conducts legal research to include: reviewing case files; identifying legal issues and applicable precedent; and examining civil citations;
Coordinates activities with attorney and court officers by providing notice of activities and scheduling meetings to discuss cases;
Prepares and mails public hearing notices;
Works with Sheriff's Department and Tax Department in regard to foreclosures;
Drafts deeds and other real property conveyances/leases;
Prepares bank attachments, executions against personal property for levy and seizure of assets, and wage garnishments;
Maintains bankruptcy files and filings of tax claims with Federal Bankruptcy Court;
Duties may involve preparation in rights-of-way for water utility system improvement projects;
Performs related duties as required.

Knowledge, Skills and Abilities:

Considerable working knowledge of case, statutory, and common law; working knowledge of judicial and quasi-judicial procedures and the rules of evidence; familiarity with researching N.C. General Statutes; ability to perform legal research in accordance with preliminary instructions on methods or approach, availability of source material, and policy and precedent of the office; ability to summarize facts and evidence, and prepare legal instruments; ability to initiate, organize, and perform work independently; ability to communicate clearly and logically in oral and written form; ability to establish and maintain effective working relationships with co-workers, officials, and citizens.

Education and Experience:

Any combination of education and experience equivalent to graduation from an accredited school for paralegal training; or graduation from an accredited four-year college or university with a degree in English, Journalism; or a directly related 4-year degree and one year of substantive paralegal experience; or graduation from high school and three years of paralegal experience performing delegated, substantive legal work.

Special Requirements:

This position requires the ability to obtain Paralegal Certification from the N. C. State Board, usually, within one year of employment.

PARALEGAL II

General Definition and Conditions of Work:

Performs detailed paraprofessional work involving legal research, legal substantive work, and administrative procedures; work assignments are more varied in nature than those found at the Paralegal I level; does related work as required. The County Attorney supervises this position.

This is sedentary work requiring the exertion of up to 10 pounds of force occasionally and a negligible amount of force frequently or constantly to move objects; work requires stooping, reaching, fingering, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for preparing and analyzing written or computer data, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions.

Essential Functions/Typical Tasks:

Conducting and impacting legal research for law and legal precedents; drafting and reviewing legal instruments; handling a wide range of complaints and legal inquiries from the public.

Legal analysis and scope are more broad than Paralegal I level duties;

Conducts title searches of parcels, and notifies property owners;

Interprets or modifies legal documents and information based on precedent or procedures;

Performs as liaison with the Clerk of Court's Office, Tax Department, and Sheriff's Department;

Complex legal research to include: reviewing case files; identifying legal issues and applicable precedent; and examining civil citations;

Assists County Attorney with contract content by conforming old contracts for renewal through insertion of amended provisions;

Prepares correspondence and legal documents, writes complaints, issues subpoenas and completes and files appropriate forms;

Coordinates activities with attorney and court officers by providing notice of activities and scheduling meetings to discuss cases;

Tracks and calendars court cases and legal actions; notifies necessary parties of court dates;

Prepares and mails public hearing notices;

Prepares bank attachments; prepares executions against personal property for levy and seizure of assets; prepares wage garnishments;

Manages bankruptcy files and filings of tax claims with Federal Bankruptcy Court;

Duties may involve preparation in rights-of-way for utility system improvement projects;

Performs related administrative office duties as required.

Knowledge, Skills and Abilities:

Thorough knowledge of case, statutory, and common law; thorough knowledge of judicial procedures and the rules of evidence; ability to qualify for continued Paralegal certification; ability to perform legal research in accordance with preliminary instructions on methods or approach, source material available, and policy and precedent of the office; ability to conduct search of N.C. General Statutes and County Policy and Procedures; ability to summarize facts and evidence, and prepare legal instruments; ability to initiate, organize, and perform work independently; ability to communicate clearly and logically in oral and written form; ability to establish and maintain effective working relationships with co-workers, officials, and persons contacted in the course of work.

Education and Experience:

Any combination of education and experience equivalent to graduation from an accredited school for paralegal training and one year of experience as a paralegal; or graduation from an accredited four-year college or university with a degree in English, Journalism; or a directly related 4-year degree and one year of substantive paralegal experience; or graduation from high school and five years of paralegal experience performing delegated, substantive legal work.

Special Requirements:

Possession of Paralegal Certification from the N. C. State Board.

February 19, 2014
Work Session Agenda

Item # 6

**Update on Golden LEAF Community Based
Grantsmaking Initiative Grant Application**

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Linda T. Worth, County Manager
Peggy Richardson, Interim EDC Director
Gabe Cumming, EDC Consultant

February 19, 2014
Work Session Agenda

Item # 7

**Update on Proposed Sheriff's Department
Sub-Station on Lake Gaston**

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Sheriff Johnny Williams
Com. Ulysses Ross

February 19, 2014
Work Session Agenda

Item # 8

**KART'S Proposed Transit Facility
County Match Request**

= = =

Linda T. Worth, County Manager
Com. Ulysses Ross

KARTS

POST OFFICE BOX 246
HENDERSON, NORTH CAROLINA 27536

PUBLIC TRANSPORTATION
TELEPHONE: 252/438-2573

December 10, 2013

Ms. Linda Worth, Manager
Warren County
PO Box 619
Warrenton, NC 27589

RE: KARTS' Facility-County Match Request

Dear Ms. Worth:

Over the past year the Kerr Area Transportation Authority has been engaged in a feasibility study to determine KARTS' need to build a transit facility. The study engaged a stakeholders group that provided input throughout the process and ultimately decided where the building should be located. A detailed description of the stakeholders' process and screening criteria is contained in the attached report. As a result of the study KARTS' Board of Directors voted unanimously to purchase a piece of property suitable to our long term needs. The property is located in Vance County on Ross Mill Rd., and has been approved by FTA for the facility. The property has also qualified for a full categorical exclusion. The CE certifies that there are no environmental issues present that would affect the completion of the project.

As documented in the study KARTS has outgrown its current facility which is a leased office space located in a strip mall in Henderson. Over the years KARTS' facility needs have grown as the fleet and staff has in size. KARTS currently employs approximately 70 employees and operates 50 vehicles. Presently there is not adequate and secure parking for the fleet as required by NCDOT. Also, we do not have the capacity to host on-site meetings or trainings for the entire staff. The administrative office does not have the capacity for continued growth as most employees are currently confined to very small offices or cubicles. KARTS also would benefit from having its own maintenance garage as maintenance is currently done with a private provider. By internalizing the maintenance functions KARTS can better control the fleet and will be qualified to seek FTA assistance for maintenance costs, which will provide a major cost savings.

During this fiscal year we will be soliciting the services of an architectural and design firm to draft project plans and blueprints. There is an example of what the facility may look like along with space needs in the attached study. The facility will include at a minimum an administrative/operations center as well as a maintenance garage. By expanding KARTS' administrative/operating facilities we will be able to accommodate the anticipated growth in services over the next 30 years.

In November the Kerr Area Transportation Authority Board of Directors unanimously approved the FY15 Community Transportation Program Grant budget to be submitted to NCDOT. Contained within the funding request is \$7,106,757 to design and construct the facility. Both FTA and the NCDOT are aware that this funding request is being made. Our local responsibility will be 10% of the total cost. The FTA provides 80% of the funding and the NCDOT provides 10%. By providing \$710,675 of local funding we will be able to procure locally over \$7,000,000 of construction and construction related

services in our community. This project will provide a healthy boost to the local economy over the next several years.

Along with boosting the local economy the facility project will allow KARTS to achieve greater stability as we will no longer be paying rent and will have better control over the facility and fleet. KARTS will also be able to use the facility as a transfer point for bus and commuter services that are projected to be a much needed part of our future transportation plan. Also, by providing in-house maintenance KARTS will be able to capitalize much of the maintenance costs at a 10% local cost compared to the current 100%. There is also a plan to include an alternative fueling station that will allow KARTS to use alternative fuel vehicles.

The Board of Directors has decided it would be in the best interest of the counties in the Authority if the match were spread over 5 years. This 5 year period is the approximate timeframe for building completion and would allow KARTS to draw down all of the Federal funds over this timeline. Like all of our grant funds this project would be spread equally among the 4 member governments. A request for matching funds will be made of Franklin, Vance, Granville and Warren Counties to total \$710,675. Each County would be responsible for \$177,668 or \$35,534 over a 5 year period beginning July 1, 2014. These funds would be in addition to our annual matching request which was \$34,299 for FY14.

In the past 5 years KARTS has provided 833,193 trips to the citizens of our region. In providing these trips KARTS' drivers have driven 8,461,133 miles and worked 450,052 hours. Over the last 3 years demand has increased approximately 8% a year. It is expected that growth at this rate or greater will continue for the foreseeable future. In order to meet this demand KARTS will have to continue increasing operational capacity and the corresponding administrative support. To adequately meet the future mobility needs of our communities a stand alone administrative and maintenance facility is imperative.

Thank you for your support of the Kerr Area Transportation Authority in securing \$7,106,757 of Federal and State funds to flow into the local region and the local economy. These funds not only will assist in building a facility but it will also solidify KARTS' footprint in our community and allow future growth as needed. KARTS envisions this facility becoming the hub of all transit and mobility options in our region as we continue to meet the mobility needs of our citizens.

I would like to schedule a meeting at your earliest convenience to discuss this proposal further. Please let me know what works best for you.

Respectfully,



Robert Brink
Executive Director

cc: Ulysses Ross, Warren County Commissioner
Lora Edwards, Warren County DSS

Attachment

KARTS

POST OFFICE BOX 246
HENDERSON, NORTH CAROLINA 27536

PUBLIC TRANSPORTATION
TELEPHONE: 252/438-2573

February 6, 2014

Ms. Linda Worth, Manager
Warren County
PO Box 619
Warrenton, NC 27589

RE: Facility Meeting

Dear Linda:

Thank you for meeting with us to discuss KARTS' feasibility study and facility project. After meeting with our four County Managers I feel fortunate that each sees value in the project and are willing to support us in accomplishing our goals. As a region with a history of collaboration, building a regional transit facility will be another example of the successful cooperation between our four counties.

As discussed, the required 10% local investment will be spread equally across our four counties. This local investment will enable over \$6 million dollars of State and Federal funds to be spent in our region beginning FY14. Further, your investment will solidify KARTS' long term future and role in our communities. By building a regional transit center that is equipped with the proper infrastructure it will ensure KARTS will be able to meet the future mobility needs of the region for the next 30 years.

KARTS has laid the ground work necessary to move the project to the full funding stage and is committed to seeing it to completion. We will be closing on the property February 21, 2014 and will begin procuring an engineering and design plan. The local funds will be put to work immediately for the design phase of the project and in securing the Federal portion of the funds. If you have any questions or there is anything you need from me please give me a call at 252-431-3950 or email: rbrink@kartsnc.com.

Thank you for all you do in supporting KARTS and the mobility needs of our region.

Sincerely,



Rob Brink
Executive Director

cc: Mr. Jerry Ayscue, Vance County Manager
Mr. Mike Felts, Granville County Manager
Ms. Angela Harris, Franklin County Manager

RECEIVED

FEB - 7 2014

WARREN COUNTY MANAGER'S OFFICE

February 19, 2014
Work Session Agenda

Item #9

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Adjourn Work Session