

Warren County Board of Commissioners

FY 2014-2015

Budget Special Meeting

June 25, 2014 at 7:00 pm

Warren County Armory Civic Center

Warrenton, NC

Prepared by: Angelena Kearney-Dunlap, Clerk
Warren County Board of Commissioners

**FY 2014-2015
Budget Special Meeting
June 25, 2014 @ 7:00 pm**

Agenda

**Chairman or Designee Call Special Meeting to Order
Moment of Silence
Clerk read Conflict of Interest Disclaimer
Clerk read Notice of Special Meeting**

- Item # 1 Consider Approval of Application for FY 2014-2015 Aging Home & Community Care Block Grant**
- Item # 2 Town of Warrenton Second Modification to Original and First Modification to Water Sales Agreement**
- Item # 3 Town of Norlina Modification to Original Water Sales Agreement**
- Item # 4 Consider Request from Longbridge VFD for Independence Day Fireworks Permit Fee Waiver - Bruce Dunlevy, Chief**
- Item # 5 Adopt Amendment to CDBG # 11-C-2328 Scattered Sites Housing Project Budget**
- Item # 6 Adopt Amendment to the FY 2013-2014 Warren County Budget Ordinance to Close-out Current Budget Year**
- Item # 7 Adopt FY 2014-2015 Warren County Budget Ordinance**
- Item # 8 Adjourn Special Meeting**

**FY 2014-2015
Budget Special Meeting
June 25, 2014 @ 7:00 pm**

Chairman or Designee Call Special Meeting to Order

Moment of Silence

**Clerk read
Conflict of Interest Disclaimer**

**FY 2014-2015
Budget Special Meeting
June 25, 2014 @ 7:00 pm**

- *“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.**

FY 2014-2015
Budget Special Meeting
June 25, 2014 @ 7:00 pm

Clerk read
Notice of Special
Meeting

**FY 2014-2015
Budget Special Meeting
June 25, 2014 @ 7:00 pm**

NOTICE

Warren County Board of Commissioners Budget Special Meeting

Notice is hereby given that the Warren County Board of Commissioners will hold a Special Meeting on Wednesday, June 25, 2014 at 7:00 pm in the Warren County Armory Civic Center, 501 US Hwy 158 Bus, East, Warrenton, NC.

The purpose of this Special Meeting is to consider:

- 1 - Application for FY 2014-2015 Aging Home & Community Care Block Grant and Designate Lead Agency
- 2 – Modification to Water Sales Agreements with the Towns of Warrenton and Norlina
- 3 – Request from Longbridge VFD for Permit Fee Waiver for Independence Day Fire Works Display
- 4- Adopt Amendment to CDBG #11-C-2328 Scattered Sites Housing Project Budget
- 5- Adopt Amendment # 11 to the FY 2013-2014 Warren County Budget Ordinance
- 6 - Adopt FY 2014-2015 Warren County Budget Ordinance

All interested citizens are encouraged to attend this special meeting.

Bertadean W. Baker, Chairman
Warren County Board of Commissioners

Meeting Date: June 25, 2014

Agenda Item # 1

SUBJECT: Application for FY 2014-15 Home & Community Care Block Grant (HCCBG) for Older Adults

SUMMARY: Having held a required public hearing on Wednesday, 6/18/2014, at 5:45 pm in the Armory Civic Center to hear citizens' comments regarding FY 2014-15 HCCBG application & funding allocation, it is now presented for Board's approval.

Designate Senior Center as Lead Agency.

Authorize Chairman Baker to sign same.

HOME AND COMMUNITY CARE BLOCK GRANT SFY 15 REGION K						
COUNTY	DOA/AAA	ADC	In-Home	Total H&CCBG	Local Match	Grand Total
WARREN	255,768	8,736	9,270	273,774	30,419	304,193
Minimum Budget Requirements*						
		H&CCBG	Local Match	Total		
Access Services*		15,114	1,679	16,793		
In-Home Services*		12,595	1,399	13,994		
Congregate Nutrition		37,525	4,169	41,694		
Home Delivered Meals		31,800	3,533	35,333		

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of application & funding allocation for FY 15 Home & Community Care Block Grant for Older Adults with the Senior Center designated as the Lead Agency, and authorize Chairman Baker to sign the necessary documents. Funding Source for County Match: FY 15 General Fund Budget

NOTES:

**FY 2014-2015
Budget Special Meeting
June 25, 2014 @ 7:00 pm**

LEGAL BASE

The following is a summary of key state and federal legislation affecting the administration of the Home and Community Care Block Grant.

North Carolina General Statute 143B-181.1(a)(11)

This statute specifies that the Division of Aging shall administer a Home and Community Care Block Grant for older adults, effective July 1, 1992.

Older Americans Act of 1965 as Amended; 42 U.S.C. 3001;
{Public Law 100-175}

This Act provides for the development and enhancement of comprehensive and coordinated community based systems of services, opportunities, and protection for older adults to assist older adults in leading independent, meaningful, and dignified lives in their own homes and communities as long as possible.

North Carolina General Statute 143B-181.1(c)

This statute gives the Division of Aging authority to establish policies and procedures for programs administered by the Division.

North Carolina General Statute 143B-181.1(a)(10)

This statute requires the Division of Aging to charge fees for in-home and community based services funded by the Division of Aging unless prohibited by federal law, effective January 1, 1992.

**Entire 39 paged
document has been
provided to Board of
Commissioners
by e-mail.**

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

FY JULY 1, 2014 THRU JUNE 30, 2015

WARREN COUNTY PLAN



SENIOR CENTER

&

DEPARTMENT OF SOCIAL SERVICES

Home and Community Care Block Grant for Older Adults
County Funding Plan

Identification of Agency or Office with Lead Responsibility for County Funding Plan

County__WARREN_____ July 1, 2014 through June 30, 2015

The agency or office with lead responsibility for planning and coordinating the County Funding Plan recommends this funding plan to the Board of Commissioners as a coordinated means to utilize community-based resources in the delivery of comprehensive aging services to older adults and their families.

WARREN COUNTY SENIOR CENTER
(Name of agency/office with lead responsibility)

Alicia R. Giddiens 5/19/14
Authorized signature (date)

Alicia R. Giddiens, Director
(Type name and title of signatory agent)

Entire 39 paged document has been provided to Board of Commissioners by e-mail.

**Entire 39 paged
document has been
provided to Board of
Commissioners
by e-mail.**

WARREN COUNTY HOME AND COMMUNITY CARE BLOCK GRANT
ADVISORY COMMITTEE

2012-2015

<p>Alicia Giddiens Warren County Senior Center 435 W Franklin St Warrenton, NC 27589 252-257-3111</p>	<p>Alice Clayton 1114 Eaton Ferry Road Littleton, NC 27850 252-586-3559</p>
<p>Andy Smith Warren County Health Department 540 W Ridgeway St Warrenton, NC 27589 252-257-1185</p>	<p>Michelle Winstead Warren County Dept of Social Services 307 N Main St Warrenton, NC 27589 252-257-2202 (work)</p>
<p>Charles Jefferson 368 Russell Union Rd Norlina, NC 27563 252-456-4731 (home)</p>	<p>Commissioner Bertadean Baker 6743 Vicksboro Road Henderson, NC 27537 252-430-8357</p>
<p>Diane Cox Kerr-Tar Regional COG P O Box 709 Henderson, NC 27536 252-436-2040 (work)</p>	<p>Judith Forrest Warrenton, NC 252-586-2181</p>
<p>Jennie Johnson-Franklin 314 W Franklin St Warrenton, NC 27589 252-257-3984 (home)</p>	<p>Portia Hawes 318 W. Franklin St. Warrenton, NC 252-257-9194</p>

Meeting Date: June 25, 2014

Agenda Item # 2

SUBJECT: Town of Warrenton Second Modification to Original & First Modification to Water Sales Agreement

SUMMARY: This Second Modification to the original Water Sales Agreement and First Modification amends and modifies: 1) The maximum quantity of gallons of water per day to be furnished to the Town; 2) Establishes an overhead factor of 5% to be charged by County; 3) Revises the minimum amount of gallons of water per day to be paid for by Town; and 4) Amends the Term of the Agreement. Authorize Chairman Baker to sign same. Document has been reviewed for legal form and sufficiency by the County Attorney.

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of the Second Modification to the original Water Sales Agreement and First Modification Agreement with the Town of Warrenton to be effective 7/1/14, and authorize Chairman Baker to sign the document.

NOTES:

**FY 2014-2015
Budget Special Meeting
June 25, 2014 @ 7:00 pm**

NORTH CAROLINA
WARREN COUNTY

SECOND MODIFICATION AGREEMENT

THIS AGREEMENT, made and entered into this the _____ day of _____, 2014, by and between **WARREN COUNTY** (herein referred to as "COUNTY", a political subdivision of the State of North Carolina, and the **TOWN OF WARRENTON**, herein referred to as "TOWN", a municipal corporation of the State of North Carolina, located in Warrenton, Warren County, North Carolina;

WITNESSETH:

THAT WHEREAS, on the 1st day of March, 1979, Soul City Sanitary District (hereinafter, "the District") and the Town of Warrenton entered into an Agreement for the sale of water to the TOWN, a copy of which is attached hereto and fully incorporated herein by reference; and,

WHEREAS, on or about April 5, 1982, Warren County Board of Commissioners accepted an assignment by the Soul City Sanitary District Board of Commissioners to Warren County of all of the District's right, title, and interest in and to the above-referenced Agreement for the sale of water to the Town; and,

WHEREAS, pursuant to said assignment, Warren County became (and continues to be) vested with all right, title, and interest in said Agreement to sell water; and,

WHEREAS, COUNTY and TOWN entered into a Modification Agreement on January 5, 2004 (a copy of which is hereto attached and fully incorporated herein by reference), through which the parties agreed certain terms of the original Agreement would be modified; and,

WHEREAS, COUNTY and TOWN, acting through their respective governing boards have each agreed to again amend and modify certain terms of said Agreement.

NOW, THEREFORE, in light of the above recitations and in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto

**FY 2014-2015
Budget Special Meeting
June 25, 2014 @ 7:00 pm**

agree that the Agreement dated March 1, 1979 and modified by the April 5, 1982 assignment and the January 5, 2004 Modification Agreement, is hereby further modified and changed as follows:

1. Paragraph 2 of the TERMS AND CONDITIONS of the original Agreement labeled "Quantities To Be Furnished" which delineated the amount of water to be sold to the TOWN, and which amount was modified by Paragraph 1 of the Modification Agreement to be "up to a maximum of five hundred thousand (500,000) gallons per day subject to the provisions of paragraph 3 of the original agreement[.]" is hereby replaced with the following language: "up to a maximum of four hundred thousand (400,000) gallons per day subject to the provisions of paragraph 3 of the original agreement."

2. Paragraph 5 of the TERMS AND CONDITIONS of the original Agreement labeled "Rates," Subsection (a) is hereby replaced with the following language: "Charges for water furnished to the TOWN shall be at rates established by the COUNTY. Such rates shall be established at a level no greater than is necessary to provide to the COUNTY the actual cost to the COUNTY of the water supplied to the TOWN "plus an overhead factor of five percent (5%) as the reasonable cost of maintenance and operations of the works of the COUNTY."

3. Paragraph 5 of the TERMS AND CONDITIONS of the original Agreement labeled "Rates," Subsection (b), which delineated the minimum amount of water per day for which the TOWN would pay, and which amount was modified by Paragraph 2 of the Modification Agreement so that "the TOWN agree[d] to pay for a minimum of three hundred thousand (300,000) gallons per day of water, regardless of the amount of water actually used by the TOWN until such time as the Town's actual usage exceeds such amount[.]" is hereby replaced with the following language: "The TOWN hereby agrees to pay the County for a minimum of two hundred fifty thousand (250,000) gallons of water per day, regardless of the amount of water actually used by the TOWN until such time as the Town's actual usage exceeds such amount. For any and every given day in which the TOWN's usage exceeds two

**FY 2014-2015
Budget Special Meeting
June 25, 2014 @ 7:00 pm**

hundred fifty thousand (250,000) gallons of water per day, the TOWN shall pay the County for the actual amount of water used."

4. Paragraph 6, entitled "Term," of the TERMS AND CONDITIONS of the original Agreement is hereby replaced with the following language: "Unless sooner terminated by the TOWN, pursuant to paragraph 7 hereof, this Agreement shall be in full force and effect for an additional period of twenty-three (23) years, beginning July 1, 2014, and ending on the 20th day of March, 2037. Thereafter said Agreement may be renewed or extended for such term, or terms, as may be mutually agreeable. However, any such renewal or extension shall be in writing, executed with the same formality as this Second Modification Amendment.

5. The parties agree that the changes provided for herein shall become effective on the 1st day of July, 2014.

EXCEPT WHERE DIRECTLY INCONSISTENT WITH THE TERMS AND PROVISIONS HEREOF, THE ORIGINAL AGREEMENT OF MARCH 1, 1979 (AND THE PRIOR AMENDMENT THERETO) IS IN NO WAY MODIFIED AND THE SAME IS HEREBY RATIFIED AND REAFFIRMED IN ALL OTHER RESPECTS.

IN TESTIMONY WHEREOF, Warren County and the Town of Warrenton have each caused this Second Modification Agreement to be executed in duplicate, and each by authority of their respective governing bodies.

WARREN COUNTY

BY: _____

TITLE: _____

ATTEST:

TITLE: _____



**FY 2014-2015
Budget Special Meeting
June 25, 2014 @ 7:00 pm**

TOWN OF WARRENTON

BY: _____

TITLE: _____

ATTEST:

TITLE: _____

This agreement has been pre-audited in the 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

Date

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

Robert Davie, Warrenton Town Administrator

Date

Meeting Date: June 25, 2014

Agenda Item # 3

SUBJECT: Town of Norlina Modification of Original Water Sales Agreement

SUMMARY: This modification agreement to amend the original Water Sales Agreement with the Town of Norlina: 1) Changes the overhead factor to be charged by the County from 10% to 5%; and 2) Amends the Term of the Agreement. Authorize Chairman Baker to sign same. Document has been reviewed for legal form and sufficiency by the County Attorney.

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of the Modification Agreement to amend the original Water Sales Agreement with the Town of Norlina to be effective 7/1/14, and authorize Chairman Baker to sign the document.

NOTES:

**FY 2014-2015
Budget Special Meeting
June 25, 2014 @ 7:00 pm**

NORTH CAROLINA
WARREN COUNTY

MODIFICATION AGREEMENT

THIS AGREEMENT, made and entered into this the _____ day of _____, 2014, by and between **WARREN COUNTY** (herein referred to as "COUNTY"), a political subdivision of the State of North Carolina, and the **TOWN OF NORLINA** (herein referred to as "TOWN"), a municipal corporation of the State of North Carolina, located in Warren County, North Carolina;

WITNESSETH:

THAT WHEREAS, on the 1st day of March 1979, Soul City Sanitary District (hereinafter "the District") and the Town of Norlina entered into an agreement for the sale of water to the TOWN, a copy of which is hereto attached and fully incorporated herein by reference; and,

WHEREAS, on or about April 5, 1982, Warren County Board of Commissioners accepted an assignment by the Soul City Sanitary District Board of Commissioners to Warren County of all of the District's right, title, and interest in and to the above-referenced Agreement for the sale of water to the Town; and,

WHEREAS, pursuant to said assignment, Warren County became (and continues to be) vested with all right, title, and interest in said Agreement to sell water; and,

WHEREAS, COUNTY and TOWN, acting by and through their respective governing boards have each agreed to amend and modify certain terms of said Agreement.

NOW, THEREFORE, in light of the above recitations and in consideration of the agreements and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree that their original Agreement be amended as follows:

1. Paragraph 5 of the **TERMS AND CONDITIONS** of the original Agreement labeled "Rates," Subsection (a) is hereby replaced with the following language: "Charges for

**FY 2014-2015
Budget Special Meeting
June 25, 2014 @ 7:00 pm**

water furnished to the TOWN shall be at rates established by the COUNTY. Such rates shall be established at a level no greater than is necessary to provide to the COUNTY the actual cost to the COUNTY of the water supplied to the TOWN "plus an overhead factor of five percent (5%) as the reasonable cost of maintenance and operations of the works of the COUNTY."

2. Paragraph 6, entitled "Term," of the TERMS AND CONDITIONS of the original Agreement is hereby replaced with the following language: "Unless sooner terminated by the TOWN, pursuant to paragraph 7 hereof, this Agreement shall be in full force and effect for an additional period of twenty-three (23) years, beginning July 1, 2014, and ending on the 20th day of March, 2037. Thereafter said Agreement may be renewed or extended for such term, or terms, as may be mutually agreeable. However, any such renewal or extension shall be in writing, executed with the same formality as this Modification Agreement.

3. The parties agree that the changes provided for herein shall become effective on the 1st day of July, 2014.

EXCEPT WHERE DIRECTLY INCONSISTENT WITH THE TERMS AND PROVISIONS HEREOF, THE ORIGINAL AGREEMENT OF MARCH 1, 1979 IS IN NO WAY MODIFIED AND THE SAME IS HEREBY RATIFIED AND REAFFIRMED IN ALL OTHER RESPECTS.

IN TESTIMONY WHEREOF, Warren County and the Town of Norlina have each caused this Modification Agreement to be executed in duplicate, and each by authority of their respective governing bodies.

WARREN COUNTY

BY: _____

TITLE: _____

ATTEST:

TITLE: _____



**FY 2014-2015
Budget Special Meeting
June 25, 2014 @ 7:00 pm**

TOWN OF NORLINA

BY: _____

TITLE: _____

ATTEST:

TITLE: _____

This agreement has been pre-audited in the 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

Date

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

Cindy Gardner, Norlina Town Clerk

Date

Meeting Date: June 25, 2014

Agenda Item # 4

**SUBJECT: Consider request from Longbridge VFD for Independence Day
Fireworks Permit Fee Waiver**

SUMMARY: It is requested to waive the \$25 permit fee to hold an annual fireworks display for Independence Day celebration on July 5th at South Shore Realty on Lake Gaston. Longbridge VFD's proof of liability coverage is provided. (NOTE: "Lawful" fireworks displays on holidays are exempt from the Provisions of the Warren County Noise Pollution Ordinance requirements.)

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of waiver of the \$25 permit fee for variance from the provisions of the Warren County Noise Pollution Ordinance as requested by the Longbridge Volunteer Fire Department for Independence Day Fireworks Display on July 5, 2014 at South Shore Realty on Lake Gaston.

NOTES:

**FY 2014-2015
Budget Special Meeting
June 25, 2014 @ 7:00 pm**



LONGBRIDGE VOLUNTEER FIRE DEPARTMENT

Warren County Station # 14
1678 Eaton Ferry Road
Littleton, NC 27850
Telephone: (252) 586-2480

May 24, 2014

Warren County Board of Commissioners
Warrenton, N.C. 27589

To Whom It May Concern:

The Longbridge Volunteer Fire Department is hosting its' 15th Annual Independence Day Fireworks Display on July 5, 2014 at South Shore Realty. As in the past we would ask that our special use permit fee for the fireworks display be waived. Thank you for your assistance with this matter and your support of our fireworks display.

Best Regards,

Bruce W. Dunlevy, Chief
Mobile: 252-532-5225

FY 2014-2015

Budget Special Meeting
June 25, 2014 @ 7:00 pm



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE: (A/C, No, Ext): 216-658-7100	FAX: (A/C, No): 216-658-7101
	INSURER(S) AFFORDING COVERAGE	
INSURED East Coast Pyrotechnics Inc. P. O. Box 209 Catawba SC 29704	INSURER A: Everest Indemnity Insurance Co	
	INSURER B: Everest National Insurance Company	
	INSURER C: Maxum Indemnity Company 26743	
	INSURER D: Riverport Insurance Co.	
	INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 1573937663 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDITIONAL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO- <input type="checkbox"/> RET- <input type="checkbox"/> LOC		SI8ML0005-131	9/30/2013	9/30/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one period) \$ PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPROP AGG \$3,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		SI8CAD0005-131	9/30/2013	9/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION(S)		EXC6020405	9/30/2013	9/30/2014	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RI) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC3884013151 (MASTER)	9/30/2013	9/30/2014	<input checked="" type="checkbox"/> WC STAT. TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 FIREWORKS DISPLAY DATE: JULY 5, 2014
 ADDITIONAL INSURED: 1)LONG BRIDGE FIRE DEPARTMENT, 2)WARREN COUNTY, 3)SOUTH SHORES REALTY, 4)SANDRA SHEARIN (PROPERTY OWNER)

CERTIFICATE HOLDER LONG BRIDGE FIRE DEPARTMENT PO BOX 593 LITTLETON NC 27850	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

A portion of the Warren County Noise Ordinance

You may find the entire
ordinance on the County
web site at:

<http://www.warrencountync.com/fileUploads/forms/501Noise%20Ordinance%20adopted%201-3-2011.pdf>

SECTION 7: NUISANCE NOISES & NOISE POLLUTION.

- A. (1) It shall be unlawful for any person to cause or allow the emission of any unreasonable loud, disturbing and unnecessary noise in the county. Specifically, it shall be unlawful to create or emit noise of the character, intensity or duration as to be detrimental to the health of any individual or that is above the sound emission decibel limits set forth herein.
- (2) It shall be unlawful to play any radio, music player, television, audio system or musical instrument in the manner or at the volume as to annoy or disturb the quiet, comfort or repose of neighboring inhabitants or at a volume which is plainly audible to persons other than those who are in the premises in which the device or instrument is played and who are voluntary listeners thereto.
- (3) Except for organized events which have received any type of permit required in conjunction with the event, it shall be unlawful to play any radio, music player, television or audio system upon a public right-of-way or upon other public property in the manner or at the volume as to disturb the quiet, comfort or response of other persons.
- B. No person shall play any radio, music player or audio system in a motor vehicle at the volume as to disturb the quiet, comfort or repose of other persons or at a volume which is plainly audible to persons other than the occupants of the vehicle.
- C. (1) No sound magnifying device mounted on a vehicle shall be operated between the hours of 8:00 p.m. and 10:00 a.m. or at any time within 500 feet of any school, church or hospital in the manner or at a volume which is plainly audible to persons other than the occupants of the vehicle.
- (2) No sound magnifying device mounted on a vehicle shall be operated on a Sunday; provided that, any such device may be operated in substitution for a band as part of a parade held after 1:00 p.m. on Sunday under the auspices of any organization authorized to hold the parade, if the permit issued for the parade so indicates.
- (3) The provisions of this section do not apply to sound magnifying devices controlled by any governmental entity or to private ambulances which are engaged in responding to emergency calls.
- D. In addition to any other violation of this Ordinance, the acts enumerated below are specifically declared to be nuisance noises or unreasonably loud, disturbing and annoying or unnecessary noise, the creation or emission of which shall be unlawful. Such enumeration shall not be deemed to be exclusive:
- 1) Yelling, shouting, whistling or singing.
 - 2) Noisy parties.
 - 3) Loading operations, i.e. loading, unloading, opening or otherwise handling boxes, crates, containers, garbage cans, or other similar objects.
 - 4) Repair of motor vehicles, i.e. the repair, rebuilding, or testing of any motor vehicle.
 - 5) Sound amplification equipment, television, stereos, boom boxes, or other musical

**FY 2014-2015
Budget Special Meeting
June 25, 2014 @ 7:00 pm**

instrument(s).

- 6) Horns and signaling devices (except as a warning of a safety hazard, danger or emergency).
- 7) Vehicles not operating with original manufacturer-provided muffler, or equivalent, in good working order.
- 8) Motorized Watercrafts. No motor shall be used on any watercraft unless it is equipped with an efficient muffler, underwater exhaust or other device which at all times adequately muffles or suppresses the sound of the exhaust of the motor so as to prevent excessive or unusual noise, and no motor shall be equipped with any cutout. It is not the intent of this section to prohibit the use of any type exhaust system or device, including those systems and devices that do not discharge water with the exhaust gases.
- 9) Exterior and mobile loud speakers.
- 10) Power equipment including but not limited to power tools, generators, and garden equipment.
- 11) Explosives: The use or firing of explosives, firearms or similar devices which create impulsive sound.
- 12) Security alarms: The sounding of a security alarm for more than twenty (20) minutes after the owner or responsible party has been notified by law enforcement personnel.
- 13) It shall be unlawful to operate a vehicle sound system on public or private property, or a boom box on public or private property in such a manner that the sound emanating from such equipment is detectable at a distance of thirty (30) feet from the source.
- 14) The creation of any excessive noise on any street adjacent to any school, institution of learning, church or court while the same are in session, or within one hundred fifty (150) feet of any hospital which unreasonably interferes with the working of such institution or which disturbs or duly annoys patients in the hospital, provided conspicuous signs are displayed in such streets indicating that the same is a school, church, court or hospital street.
- 15) The keeping of any bird, livestock, dogs or other animal which by causing frequent or long continued noise disturbs the comfort or repose of individuals in the vicinity.
- 16) HILU Facilities outlined in Section 3.9 herein are determined to be nuisance noises or unreasonably loud, disturbing and annoying or unnecessary noise, the creation or emission of which shall be unlawful if determined to have occurred outside of the permissible HILU Daytime Hours set out herein.

E. Exemptions.

The following are exempt from the provisions of this section:

- 1) Sound emanating from regularly scheduled outdoor athletic events or recreational activities on the grounds of local schools or parks.
- 2) Construction operations from 7:00 a.m. to 9:00 p.m. on weekdays and 8:00 a.m. to 9:00 p.m. on weekends for which proper and valid building permits have been issued, and/or; construction operations not requiring permits due to ownership of the project by an agency of government. Such exemption presumes that: all equipment is operated in accordance with the manufacturer's (or equivalent) specifications, and that all standard equipment has manufacturer's (or equivalent) mufflers and noise-reducing equipment in use, and that all equipment utilized is in properly operating condition.
- 3) Legally used noises of safety signals, warning devices, emergency pressure relief valves, and all church bells.

FY 2014-2015
Budget Special Meeting
June 25, 2014 @ 7:00 pm

- 4) Sound resulting from any authorized emergency vehicle when responding to any emergency call or acting in time of emergency.
- 5) All noise coming from the normal operations of properly equipped aircraft (not including scale model aircraft) which are specifically preempted by the Federal Aviation Administration.
- 6) Noises of vehicles travelling on public rights-of-way properly equipped with the manufacturer's standard (or equivalent) mufflers and noise-reducing equipment, *unless* such vehicle is stopped and producing sound by use of a bell, loudspeaker, or other device for the purpose of attracting attention (for other than an emergency warning) or for the entertainment of the occupant/s or owner of the vehicle and/or a user of the vehicle whether the user is located within or outside of the vehicle.
- 7) Noise from lawful fireworks and noisemakers on holidays, at religious ceremonies, and/or as part of or during a municipal celebration or parade.
- 8) Musical accompaniment or firearm discharge related to military ceremonies.
- 9) Noise resulting from a citizen's careful, lawful, and proper use of firearms on his/her own property (and/or on the property of another who has given the user *express* authorization for such entry) for the purpose of target practice and/or lawful hunting during the hours of 7:00 a.m. to 9:00 p.m. on weekdays and 8:00 a.m. to 9:00 p.m. (This exemption does *not in any way* extend or change the legal hunting times and season/s but must be read congruent with such.)
- 10) Emergency work necessary to maintain public safety, or to restore property to a safe condition following an accident or natural disaster, or to restore public utilities and infrastructure following an accident or natural disaster, or to protect persons or property from an imminent danger.
- 11) Noises resulting from the provision of government services necessary to maintain the public infrastructure.
- 12) Noises resulting from work performed by non-governmental agencies, provided that such work is necessary to maintain the public infrastructure and that a permit for the work has been issued by the County.
- 13) Agricultural and horticultural operations conducted in a reasonable manner on property classified as bona fide farms for ad valorem tax purposes.
- 14) Noises resulting from lawn care equipment used between 7:00 a.m. to 9:00 p.m. on weekdays and 8:00 a.m. to 9:00 p.m., provided fuel engines of any type are equipped with a functioning muffler.
- 15) Music produced by school bands while practicing or performing on school property and/or as part of a municipal celebration.
- 16) Non-amplified crowd noises resulting from activities such as those planned by student, governmental, or community groups, as well as those noises resulting from a bona fide business event that lasts not longer than four (4) hours in a twenty-four (24) hour period.
- 17) Noises resulting from any activities of temporary duration for which a permit allowing exemption from this Section has been granted by the County pursuant to Section 12 of this Ordinance. Regulation of noises emanating from operations under such permit shall be according to the conditions and limits stated on the permit.
- 18) HILU Facilities outlined in Section 3.9 herein are hereby made exempt during HILU Daytime Hours *only*.

Meeting Date: June 25, 2014

Agenda Item # 5

**SUBJECT: Adopt Amendment to Community Development Block Grant (CDBG)
11-C-2328 Scattered Sites Housing Project Budget**

SUMMARY: (Finance will provide when completed.)

COUNTY MANAGER'S RECOMMENDATION:

NOTES:

FY 2014-2015
Budget Special Meeting
June 25, 2014 @ 7:00 pm

Meeting Date: June 25, 2014

Agenda Item # 6

SUBJECT: Adopt Amendment # 11 to the FY 2013-2014 Warren County Budget Ordinance to close-out current Budget Year

SUMMARY: As requested by the Finance Director, Amendment #11 to the FY 2013-14 Warren County Budget Ordinance to close-out the FY 2014 is presented by the Finance Director for the Board's consideration and approval.

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of Amendment #11 to the FY 2013-14 Warren County Budget Ordinance as presented by the Finance Director.

NOTES:

**FY 2014-2015
Budget Special Meeting
June 25, 2014 @ 7:00 pm**

**Amendment # 11 to the FY 2013-2014
Warren County Budget Ordinance
to close-out current Budget Year
will be provided by Finance when completed.**

Meeting Date: June 25, 2014

Agenda Item # 7

SUBJECT: Adopt FY 2014-2015 Warren County Budget Ordinance

SUMMARY: FY 2014-15 Warren County Budget Ordinance is presented for the Board's consideration and adoption.

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of the FY 2014-2015 Warren County Budget Ordinance.

NOTES:

**FY 2014-2015
Budget Special Meeting
June 25, 2014 @ 7:00 pm**

**Proposed FY 2014-2015
Warren County Budget Ordinance
will be provided at the meeting.**

Agenda Item # 8

Adjourn

**June 25, 2014
Special Meeting**