

***WARREN COUNTY
BOARD OF COMMISSIONERS***

Monday - November 2, 2015

6:00 PM – Regular Monthly Meeting

***WARREN COUNTY
ARMORY CIVIC CENTER
WARRENTON, NORTH CAROLINA***

***Prepared by
Angelena Kearney-Dunlap
Clerk to the Board of Warren County Commissioners***

Special Recognition Warren County Manager



Linda T. Worth

**SPECTACULAR MAGAZINES'
2016 WOMAN OF THE YEAR**

Business & Economic Development

6:00 pm
Call to Order November 2, 2015
Regular Monthly Meeting
By
Chairman or Designee

Moment of Silence

Conflict of Interest Disclaimer

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

Citizen Comments

The background features abstract, overlapping geometric shapes in various shades of green, ranging from light lime to dark forest green. These shapes are primarily located on the right side of the page, creating a modern, layered effect. The text is centered on the white background.

Rules for Citizen Comments

Please sign up to speak.

The maximum time allotted to each speaker will be ____ (___) minutes; Clerk to the Board will keep time.

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

Please address only those items which might not have been addressed by a previous speaker.

If response from Manager and/or Board is desired, please leave a copy of your comment(s) with the Clerk to the Board.

Order and decorum will be maintained. This is not a question and answer session.

*Warren County
Board of Commissioners*

Meeting Date: November 2, 2015

Agenda Item # 5

SUBJECT: Adopt November 2, 2015 Suggested Agenda

REQUESTED BY: Clerk / Deputy Clerk to the Board

SUMMARY: None

FUNDING SOURCE: N/A

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

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

NOTES:

***SUGGESTED AGENDA
FOR
November 2, 2015 REGULAR MONTHLY MEETING
OF THE WARREN COUNTY BOARD OF COMMISSIONERS
WARREN COUNTY ARMORY CIVIC CENTER
WARRENTON, NORTH CAROLINA***

**Special Recognition - Warren County Manager
SPECTACULAR MAGAZINES' 2016 WOMAN OF THE YEAR
Business & Economic Development Category**

- 1. Call to Order Regular Monthly Meeting – 6:00 pm by Chairman or Designee**
- 2. Moment of Silence**
- 3. Conflict of Interest Disclaimer**
- 4. Citizen Comments**
- 5. Adopt November 2, 2015 Suggested Agenda**
- 6. Consent Agenda**
 - A. Approve Minutes of October 2015 meetings:**
 - Oct. 5th Regular Monthly Meeting**
 - Oct. 14th No Wake Zone Public Hearing**
 - B. Interest Income Report September 2015 – Finance Director, Gloria Edmonds**
 - C. Tax Collector's Report September 2015 – Starlin Beatty, Tax Administrator**
 - D. Tax Release Requests (Over \$100) – “ “ “ “**
Tax Release Requests (Under \$100) - “ “ “ “
 - E. Performance Bond – Register of Deeds, Yvonne Alston**
 - F. Performance Bond – Sheriff Johnny Williams**
 - G. Resolution Declaring November 2015 Native American Heritage Month**
 - H. Resolution in Support of Alternative Method of Recognition for Veterans Status to WW II
Coastwise Merchant Mariners**
- 7. Reserved for Finance Office**

8. **Follow-up to October 14, 2015 Work Session:**
 - A. **Health Benefits Policy for Retirees & County Commissioners - Com. Jordan**
 - B. **Policy Statement for Board Appointment/Re-Appointment for Warren Co – Karlene Turrentine**
9. **Board/Committee/Commission Appointments:**
 - A. **Kerr-Tar Workforce Development Board: John Alston**
 - B. **Kerr-Tar Nursing Home Community Advisory Committee: Carolyn Williams**
 - C. **Child Fatality Board: W.Thomas, R.Alston, D.Talley, C.Hill, R.Whitson & J.Smith**
 - D. **Home Health Advisory Board: Dana Conn**
10. **Authorize Macon Robertson to serve on NC Rural Water Assoc. Board of Directors**
11. **Emergency Services – Doug Young, Director**
 - A. **Fire Contracts: Cokesbury VFD & Epsom VFD**
 - B. **Modification to Vigilint Protective Health Solutions, LLC Master Service Agreement with Warren County EMS – Statement of Services #002**
12. **Award Bids for Various County Vehicles**
13. **Resolutions Declaring Surplus Property – Clerk to the Board**
 - A. **Service Weapons from Sheriff’s Office**
 - B. **Items from Various Departments**
14. **Consider Pearson’s Appraisal Service Proposal for 2017 Revaluation – Starlin Beatty**
15. **Consider Repealing “Warren County Personnel Ordinance” – County Attorney**
16. **County Manager’s October 2015 Monthly Reports**
 - A. **Contracts Approved**
 - B. **Monthly Activity Report**
17. *Closed Session for discussion of Attorney-Client Privileged Information and Personnel Matters in accordance with NCGS § 143-318.11(a)(3) & (6)*
18. **Adjourn Meeting**

Meeting Date: November 2, 2015

CONSENT AGENDA Item # 6A

SUBJECT: Approve Minutes of October 2015 meetings:
Oct. 5th Regular Monthly Meeting
Oct. 14th “No Wake Zone” Public Hearing

REQUESTED BY: Clerk to the Board

SUMMARY:None

FUNDING SOURCE: N/A

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

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

NOTES:

Minutes of:

October 5, 2015

Regular Monthly Meeting

&

October 14, 2015

“No Wake Zone” Public Hearing

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

Meeting Date: November 2, 2015

CONSENT AGENDA Item # 6B

SUBJECT: Approve Interest Income Report for September 2015

REQUESTED BY: Gloria M. Edmonds, Finance Director

SUMMARY: Interest Income Report is supplied for the Board's information.

FUNDING SOURCE: Various Funds

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

NOTES:

**INTEREST INCOME REPORT
MONTH OF SEPTEMBER 2015**

FUND	SEPTEMBER INCOME	FISCAL YEAR TO - DATE
General	376.85	1,126.93
Revaluation	20.25	59.74
E 911 Telephone System	24.68	72.80
Buck Spring Project	16.30	48.09
Simulcast System Upgrade	23.88	70.44
Regional Water Enterprise Fund	60.68	179.01
District 1 Enterprise Fund	55.06	162.44
Solid Waste	4.26	11.40
District II Enterprise Fund	71.09	209.28
District III Enterprise Fund	34.48	101.71
District III Phase III	0.32	2.67
Emergency Services Headquarters	8.14	24.02
Recreation Complex Phase III	7.61	22.44
	703.60	2,090.97

Meeting Date: November 2, 2015

CONSENT AGENDA Item # 6C

SUBJECT: Approve Tax Collector's Report for September 2015

REQUESTED BY: Starlin Beatty, Tax Administrator

SUMMARY: Tax Collector's Report is supplied for the Board's information.

FUNDING SOURCE: Various

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE: G.S. 105 350

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

NOTES:

**Tax Collector's Report
to the Warren County Board of Commissioners
For the Month September 2015**

Current Year Collections

Tax Year	Charge	Collected in September	Collected to Date	Balance Outstanding	Percentage Collected
September 2015 FY16	\$15,976,504	\$1,014,509	\$2,915,912	\$13,060,592	18.25
September 2014 FY15	\$16,413,084	\$1,067,981	\$2,829,844	\$13,583,239	17.24

Delinquent Collections

2014	\$499,613	\$25,446	\$100,422	\$399,191	20.10
2013	271,307	7,638	31,297	\$240,010	11.54
2012	169,550	3,152	13,952	\$155,597	8.23
2011	121,590	1,588	7,895	\$113,696	6.49
2010	100,184	946	6,028	\$94,156	6.02
2009	89,881	670	5,263	\$84,617	5.86
2008	85,894	105	2,449	\$83,446	2.85
2007	95,186	192	2,073	\$93,113	2.18
2006	98,935	-	691	\$98,244	0.70
2005	84,236	401	1,045	\$83,191	1.24
Total Delinquent Years	\$ 1,616,376	\$40,138	\$ 171,115	\$ 1,445,261	

Other September Receipts

County Penalties	\$ 16,428	\$ 30,283
Landfill User Fees	\$ 20,658	\$ 232,965
Municipalities	\$ 31,590	\$ 98,713
Fire District Taxes	\$ 36,296	\$ 157,775
Advance Taxes	\$ 654	\$ 2,038

SEPTEMBER GRAND TOTAL

\$ 1,160,273	\$3,608,801
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Starlin L. Beatty, Tax Administrator 10/15/2015
 Starlin L. Beatty, Tax Administrator DATE

Meeting Date: November 2, 2015

CONSENT AGENDA Item # 6D

SUBJECT: Request for Approval of Tax Releases

REQUESTED BY: Starlin Beatty, Tax Administrator

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

FUNDING SOURCE: General Fund

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

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of tax releases over \$100 as presented by the Tax Administrator.

NOTES:

Releases Over \$100

Over \$100

10/23/2015

Date: _____

ERROR CORRECTION RELEASES:

TATE ANN WHITE	2015 22685 301	H1D 78	13776	\$347.24	PORTION OF BUILDING REMOVED 2014
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SUB-TOTAL CORRECTION RELEASES:

\$347.24

Total Releases

\$ 347.24

LANDFILL USER FEE RELEASES:

BELL CHERYL	2015 32136 300	H6 30B	22980	\$120.00	PRIVATE HAULER
BULLOCK FANNIE	2015 12741 300	B6A 37	14527	\$120.00	PRIVATE HAULER
BURTON ROBERT E	2015 6221 338	D3 43	9056	\$120.00	NO ELECTRICITY
CABANISS PATRICK V	2015 39470 300	L2D111	1261	\$120.00	PRIVATE HAULER
CHANCE THOMAS	2015 34768 300	L2D 312	3345	\$120.00	PRIVATE HAULER
DOWNEY RUBY	2015 37930 300	D2 7A	5168	\$120.00	PRIVATE HAULER
ELLIS LISA Y	2015 2466 300	H1A 23	12846	\$120.00	PRIVATE HAULER
ETHERIDGE ANNIE D & JOHNNY	2015 13505 300	K4B 38	4268	\$120.00	NOT LIVEABLE
GALLAGHER B J	2015 35875 300	J2B 75	14153	\$120.00	PRIVATE HAULER
HARMON ROBBY L	2015 17509 300	D4 75B	17392	\$120.00	PRIVATE HAULER
HAWKINS LILLIE G	2015 18820 300	F6 149	6410	\$120.00	PRIVATE HAULER
HICKERSON DONNA K	2015 23879 300	B7 139	20540	\$120.00	PRIVATE HAULER
KENDRICK LARRY S SR	2015 25300 302	J2C 80	4960	\$120.00	NO ELECTRICITY
KING CLYDE RANDY & CHERYL V	2015 24512 301	E5 119	7344	\$120.00	DWELLING VACANT/NO METER
MUSTIAN GABRIEL T	2015 21968 303	H7 14	13895	\$120.00	HOUSE NOT LIVEABLE
MUUSE JAN IV	2015 40445 300	L3B 42	8139	\$120.00	PRIVATE HAULER
PIPHO LAVERN F	2015 33642 300	L3B 17	3257	\$120.00	PRIVATE HAULER
RICKER JOHNNIE	2015 16127 300	H1C 85	10573	\$120.00	PRIVATE HAULER
WICENSKI LORRAINE	2015 29096 300	L2C 36	19889	\$120.00	PRIVATE HAULER
WILSON PETER JR	2015 45327 300	C6 46	14285	\$120.00	NO ELECTRICITY
WOODY ROBERT E	2015 10915 301	G6 9B	14220	\$120.00	PRIVATE HAULER

TOTAL LFUF RELEASES:

\$2,520.00

Total Releases

\$ 2,867.24

Releases Under \$100

Under \$100

10/23/2015

Date: 10/27/15 *LW*

ERROR CORRECTION RELEASES:

<u>NAME</u>	<u>Year</u>	<u>ACCT#</u>	<u>MAP #</u>	<u>RECORD</u>	<u>AMOUNT</u>	<u>REASON</u>
BABU ISAAC	2013	40700 113	C8 60G	52653	\$15.03	BOUGHT FROM WARREN CO
GE EQUIP SMALL TICKET LLC	2015	28277 201		29851	\$68.79	BPP DOUBLE BILLED
KING CLYDE R	2015	24512 300	E5 99A	9804	\$24.39	MH SOLD IN 2014
KING ROBERT J	2013	24515 113	D4D 314	55785	\$43.62	LOT BILLED TWICE
KING ROBERT J	2014	24515 114	D4D 314	59261	\$40.28	LOT BILLED TWICE
KING ROBERT J	2015	24515 302	D4D 314	7589	\$35.10	LOT BILLED TWICE
MOBILE MINI INC	2015	38080 200		29065	\$64.51	BPP OVER ASSESSED
REDFEARN LYNN C	2015	10645 200		21000	\$19.11	BOAT DOUBLE LISTED
ROBINSON GEORGE	2013	37209 113		54924	\$51.85	DID NOT OWN BOAT
STEGALL JAMES	2015	36360 113		56242	\$76.49	BOAT SOLD IN 2012
WELLS ANTHONY JAMES	2015	42932 200		28985	\$83.85	CLERICAL ERROR
WHITAKER TRAMPAS C	2015	39733 200		22379	\$26.03	DOES NOT OWN BOAT
WILLIAMS SAMATHA HEIRS	2015	11288 300	B3 51B	22179	\$3.82	BUILDING REMOVED PRIOR TO 1-1-15

SUB-TOTAL ERROR CORRECTIONS:

\$ 552.87

MOTOR VEHICLE RELEASES:

JONES ALBERTHA	2006	22339 106	CWZ2104	36175	\$21.25	CAR TOTALED PER DMV
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SUB-TOTAL MOTOR VEHICLE RELEASES:

\$21.25

SUB-TOTAL CORRECTION RELEASES:

\$552.87

Total Releases

\$ 574.12

Meeting Date: November 2, 2015

CONSENT AGENDA Item # 6E

SUBJECT: Performance Bond – Register of Deeds

REQUESTED BY: Yvonne Alston, Register of Deeds

SUMMARY: Bond renewal for Register of Deeds Yvonne Alston, effective Dec. 1, 2015 to December 1, 2016 at a bond premium cost of \$100 for \$10,000 coverage is submitted for Board’s review and approval.

FUNDING SOURCE: N/A

APPLICABLE STATUTE: N/A

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of performance bond renewal for Register of Deeds Yvonne Alston, effective 12/1/15 – 12/1/16 at a bond premium cost of \$100 for \$10,000 coverage.

NOTES:

NOTICE OF PREMIUM DUE



Phone: 1-888-866-2666
Fax: 1-605-335-0357
Email: uwservices@cnasurety.com
Company#: 0601
Bond/Policy#: 24857391
Billing Date: 09/25/2015
Due Date: 12/01/2015

WARREN COUNTY REGISTER OF DEEDS
548 W. RIDGEWAY ST.
WARRENTON, NC 27589

Premium: \$100.00

RECEIVED

Amount Due: \$100.00

We show one individual in this business. To ensure proper coverage, verify the total number of employees (and owners, if they are covered) & fax, call or write us if the number has changed.

Company#: 0601
Bond/Policy#: 24857391
Effective Date: 12/01/2015 Anniversary Date: 12/01/2016
Bond amount: \$10,000.00
Name: WARREN COUNTY REGISTER OF DEEDS
Description: NC P.E. POSITION SCHEDULE (1)

Written By: WESTERN SURETY COMPANY

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

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

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

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

YOU CAN PAY ONLINE BY VISITING ONLINEPAY.CNASURETY.COM

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

Amount Due: \$100.00

CNA Surety
Company#: 0601
Bond/Policy#: 24857391 Effective Date: 12/01/2015
Name: WARREN COUNTY REGISTER OF DEEDS
Description: NC P.E. POSITION SCHEDULE (1)
Written By: WESTERN SURETY COMPANY
Agency Code: 32-02393 Warrenton Insurance

Check here if changes needed and explain below.

Make Check Payable To CNA Surety

CNA Surety Direct Bill
P.O. Box 957312
St Louis, MO 63195-7312

Meeting Date: November 2, 2015

CONSENT AGENDA Item # 6F

SUBJECT: Performance Bond – Sheriff

REQUESTED BY: Johnny M. Williams, Sr., Warren County Sheriff

SUMMARY: Bond renewal for Sheriff Williams, effective December 5, 2015 to December 5, 2016 at a bond premium cost of \$100 for \$20,000 coverage is submitted for Board’s review and approval.

FUNDING SOURCE: N/A

APPLICABLE STATUTE: N/A

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of performance bond renewal for Sheriff Johnny M. Williams, Sr., effective 12/5/15 – 12/5/16 at a bond premium cost of \$100 for \$20,000 coverage.

NOTES:

NOTICE OF PREMIUM DUE

Dept. No. 4310-5453-00
Line Item No. 5453
Cost Less Tax
Approved [Signature]
Date 10/15/2015



Phone: 1-888-866-2666
Fax: 1-605-335-0357
Email: uwservices@cnasurety.com
Company#: 0601
Bond/Policy#: 68560315
Billing Date: 10/02/2015
Due Date: 12/05/2015

JOHNNY MYRON WILLIAMS SR.
% WARREN COUNTY
548 W. RIDGEWAY ST.
WARRENTON, NC 27589

Premium: \$100.00

Amount Due: \$100.00

Company#: 0601
Bond/Policy#: 68560315
Effective Date: 12/05/2015 Anniversary Date: 12/05/2016
Bond amount: \$20,000.00
Name: JOHNNY MYRON WILLIAMS SR.
Description: NC SHERIFF COUNTY OF WARREN

RECEIVED
OCT 20 2015
FINANCE

Written By: WESTERN SURETY COMPANY

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

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

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

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

YOU CAN PAY ONLINE BY VISITING ONLINEPAY.CNASURETY.COM

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

Amount Due: \$100.00

CNA Surety

Company#: 0601
Bond/Policy#: 68560315 Effective Date: 12/05/2015
Name: JOHNNY MYRON WILLIAMS SR.
Description: NC SHERIFF COUNTY OF WARREN
Written By: WESTERN SURETY COMPANY
Agency Code: 32-02393 Warrenton Insurance

Check here if changes needed and explain below.

Make Check Payable To CNA Surety

CNA Surety Direct Bill
P.O. Box 957312
St Louis, MO 63195-7312

Meeting Date: November 2, 2015

CONSENT AGENDA Item # 6G

**SUBJECT: Resolution Declaring November 2015
“Native American Heritage Month”**

REQUESTED BY: Clerk to the Board

**SUMMARY: Resolution presented for Board’s review and consideration.
Authorize Chairman Richardson to sign same.**

FUNDING SOURCE: N/A

APPLICABLE STATUTE: N/A

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

**Recommend adoption of Resolution Declaring November 2015 as “Native
American Heritage Month,” and authorize Chairman Richardson to sign the
Resolution.**

NOTES:

Resolution
November 2015 - Native American Heritage Month

Whereas when Warren County was founded, it was still home to several Native American tribes, particularly the Haliwa, Tuscarora, and Saponi; and

Whereas Native American tribes' Trading Path extended from middle North Carolina into what is now Petersburg, VA, trading furs with Virginians, on the path which passed the present town of Norlina in Warren County, and

Whereas by the beginning of the 1700's, large numbers of Native American tribes were caused to move away from present-day Warren County; and

Whereas, the Haliwa-Saponi tribe earned state acknowledgement in the late 1970s, and Warren County remains a home to many of these Native Americans.

NOW, THEREFORE BE IT RESOLVED that the Warren County Board of Commissioners recognizes:

November 2015 as Native American Month.

BE IT FURTHER RESOLVED that all Warren County citizens are encouraged to celebrate the diversity and uniqueness of our Native American population.

Adopted this the 2nd day of November 2015.

Warren County Board of Commissioners
Barry Richardson, Chairman

ATTEST:

Meeting Date: November 2, 2015

CONSENT AGENDA Item # 6H

SUBJECT: Resolution in Support of Alternative Methods of Recognition for Veteran Status for WW II Coastwise Merchant Mariners

**REQUESTED BY: J. Don Horton, President
WWII Coastwise Merchant Mariners**

**SUMMARY: Resolution presented for Board's review and consideration.
Authorize Chairman Richardson to sign same.**

FUNDING SOURCE: N/A

APPLICABLE STATUTE: N/A

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

Recommend Board adopt Resolution and authorize Chairman Richardson to sign same.

NOTES:

County of Warren
State of North Carolina

**Resolution of Support
Alternative Methods of Recognition
for
WW II Coastwise Merchant Mariners**

WHEREAS, Proposed legislative changes to the current law, as some have suggested, would allow individuals to provide non-military records in order to receive veteran status; and

WHEREAS, Non-Military records such as: Certificate of Discharge (form 718), Continuous Discharge Books, Ship's deck logbooks, Company Letters showing vessel names and dates of voyages **are** used to receive veteran status; and

WHEREAS, Certificate of Discharge (form 718) is the only official military record.

WHEREAS, after World War II, deck and engine logbooks of vessels operated by the War Shipping Administration were turned over to that agency by the ship owners, and were destroyed during the 1970's because they were too costly to keep and too cumbersome to maintain; and

WHEREAS, Company letters showing vessel names and dates of voyages are clearly company property and must be considered Non-Military documents; and

WHEREAS, only about 91,000 merchant mariners have been recognized as veterans. The US Coast Guard, responding to a GAO inquiry, stated they issued over 840,000 credentials to applicants between 1939 and 1946, but could not identify how many served during the WW II timeframe.

BE IT RESOLVED that the Warren County Board of Commissioners supports the proposed legislative changes to the current law that would allow **Alternative Methods of Recognition for World War II Coastwise Merchant Mariners.**

Adopted this the 2nd day of November, 2015

Warren County Board of Commissioners

ATTEST:

Barry Richardson, Chairman

Angelena Kearney-Dunlap, Clerk

Meeting Date: November 2, 2015

Item # 7

SUBJECT: RESERVED FOR Finance Office

REQUESTED BY: Gloria M. Edmonds, Finance Director

SUMMARY:

FUNDING SOURCE: Various

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

Reserved

NOTES:

**RESERVED
FOR
Finance Office**

SUBJECT: Follow-up to October 14, 2015 Work Session

REQUESTED BY: Commissioner Jennifer Jordan

SUMMARY: Having discussed Warren County's "Health Benefits Policy for Retirees and County Commissioners", with proposal that County contribute financially toward retirees' health insurance premiums, it is now presented for the Board's consideration.

FUNDING SOURCE: General & Enterprise Funds

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

It is my recommendation that the Board not place the County in a position to incur the ongoing financial liability of funding the cost of retiree health insurance due to the annually increasing cost of healthcare due to various fees & costs associated with Healthcare Reform and the impacts of covered claimants' usage of healthcare benefits. It will not be possible to reverse a decision to cover retirees once the decision is made. I would urge the Board to consider having a discussion with the County's benefits consultants Hill, Chesson & Woody, to get a better understanding of the financial ramifications of making such a decision. Staff can arrange for such a discussion at the Board's 12/9/15 Work Session.

NOTES:

ACA Compliance



Taxes and Fees - Employers providing healthcare coverage are subject to new taxes and fees as part of the ACA. Some of these fees are paid by the employer, others by the insurance carrier or TPA.

Taxes and Fees:

- **Patient Centered Outcomes Research (PCOR)** \$2 per member per year
 - Medical PCOR – BCBSNC included in medical rates – \$670
- **Transitional Reinsurance Fee.** \$63 per member in 2014, \$44 per member in 2015 and then a lower amount for 2016.
 - BCBSNC included in rates - \$17,608
- **HIT.** Currently 2-3% of premium. Will increase and does not go away. Self-funded groups are exempt from this fee.
 - BCBSNC included in rates - \$53,731
- **Cadillac Tax.** 40% excise tax on high-cost plans beginning in 2018.

Impact: Approximately \$72,009 in taxes and fees were included in the 2014 premium. These fees added approximately 3.5% to our costs.

Projected Cost of Retiree Health Insurance

Age 55 & 20 Years as of 10/8/15

Emp #	D.O.B.	Orig. Hire Date	Age	Y.O.S.
1	01/10/1960	02/01/1980	55	35
2	03/04/1960	09/03/1985	55	30
3	09/02/1959	05/15/1986	56	29
4	09/04/1958	10/12/1981	57	34
5	11/20/1958	01/21/1992	57	23
6	10/11/1958	10/03/1994	57	21
7	09/01/1957	08/01/1977	58	38
8	10/01/1957	04/20/1987	58	28
9	08/29/1957	09/19/1994	58	21
10	11/15/1956	10/03/1985	59	30
11	03/22/1956	05/04/1992	59	23
12	01/23/1956	11/02/1992	59	23
13	05/02/1956	10/17/1994	59	21
14	12/12/1955	11/17/1977	60	38
15	08/08/1955	05/01/1992	60	23
16	09/20/1955	03/16/1995	60	20
17	07/13/1954	07/24/1994	61	21
19	12/24/1953	09/01/1981	62	34
20	10/18/1953	08/16/1985	62	30
21	07/04/1953	09/28/1988	62	27
22	09/03/1953	11/02/1992	62	23
23	04/24/1952	01/02/1992	63	23
24	09/25/1952	03/09/1992	63	23

Age 55 & 20 Years Within Next 2 Months

Emp #	D.O.B.	Orig. Hire Date	Age	Y.O.S.
1	11/24/1961	11/16/1988	54	27
2	08/25/1961	12/23/1991	54	24

} Included

of Current Retirees With Coverage

Emp #
1
2
3
4
5
6
7
**8

**Retiree #8 currently has dental only due to other coverage. Did not include in the #'s for full coverage.

of Retirees as of 2008 Eligible for Coverage

Emp #

1
2
3

# of Eligible Employees	26
# of Retirees With Coverage Currently	7
# of Retirees as of 2008 Eligible for Coverage	<u>3</u>
Total # Included in Estimate	36

Monthly Cost of Employee Only Health Insurance	\$631
# Eligible for Retiree Coverage	36

Calculations

	631
X	36
Monthly Cost @ 100%	22,716

	22,716
	÷2
Monthly Cost @ 50%	11,358

	22,716
X	12
Annual Cost @ 100%	272,592

	11,358
X	12
Annual Cost @ 50%	136,296

Salary Progression Pay

Totals

Full-Time	164,202
Part-Time	582
Total Cost	164,784

Longevity Pay

Totals

Full-Time	92,700
Part-Time	1,100
Total Cost	93,800

Final Estimated Cost:	258,584
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WARREN COUNTY

HEALTH BENEFITS POLICY FOR RETIREES AND COUNTY COMMISSIONERS

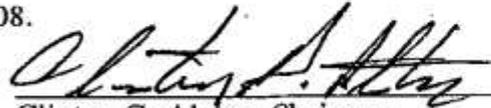
It is the desire of the Warren County Board of Commissioners to offer Warren County retirees and County Commissioners meeting the eligibility requirements outlined below the option to participate in Health/Dental benefits after retirement through Warren County's Group Benefits Plan.

Eligibility Requirements

1. Retirees must have at least 20 years of continuous employment with Warren County government and be at least 60 years of age at retirement, or have at least 30 years of creditable service in the Local/State Government Retirement System with at least 20 years of continuous employment with Warren County government and be at least 55 years of age at retirement to be eligible for this benefit.
2. Retirees meeting the years of employment requirements, but who do not meet the age requirements set forth in Section 1 will be eligible to enroll in the county's group benefits insurance plan upon reaching the required age.
3. County Commissioners must have served a minimum of three consecutive terms (12 years) on the Warren County Board of Commissioners and be at least 60 years of age to be eligible for this benefit.
4. Retirees and County Commissioners will pay 100% of the premiums for health and dental insurance based on the County's group insurance rates.
5. Health and dental benefits through the County's group benefits plan would be available to eligible retirees and County Commissioners up to age 65. Coverage terminates upon reaching age 65 and becoming eligible for Medicare.

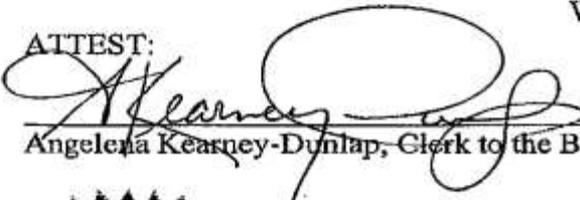
1. The effective date of this policy is July 1, 2007 for eligible retirees employed by Warren County and eligible County Commissioners serving on the Warren County Board of Commissioners.

Adopted this the 8th day of July 2008.



Clinton G. Alston, Chairman
Warren County Board of Commissioners

ATTEST:



Angelena Kearsney-Dunlap, Clerk to the Board



SUBJECT: Follow-up to October 14, 2015 Work Session

REQUESTED BY: Karlene Turrentine, County Attorney

SUMMARY: Having discussed “Policy Statement for Board Appointment/ Re-Appointment for Warren County” during said work session, it is now presented for Board’s consideration. Authorize Chairman to sign same.

The revised policy will be provided to the Board upon its receipt from Attorney Turrentine.

FUNDING SOURCE:

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

NOTES:

Current Policy

POLICY STATEMENT FOR BOARD APPOINTMENT/ REAPPOINTMENT FOR WARREN COUNTY, NC

The following policy will govern the appointment/reappointment of members to serve on the various boards and commissions appointed by the Warren County Board of Commissioners:

- 1. The N. C. General Statutes and/or By-Laws governing boards and commissions will take precedence in determining the manner in which the Board of Commissioners will make appointments or reappointments of individuals to serve on the various boards and commissions.**
- 2. All board and commission vacancies that are filled by the Board of Commissioners will be advertised quarterly by the Clerk to the Board in a local newspaper having general circulation in Warren County.**
- 3. Statements of interest received from citizens desiring to serve on a board or commission will remain active for a period of six (6) months from the date they are received by the Clerk to the Board.**
- 4. If no response is received for an advertised vacancy on a board or commission, the Board of Commissioners shall have the following options to address the vacancy:**
 - a. If the board member currently holding a seat on a board or commission is eligible for reappointment and is desirous of continuing to serve, he or she may be reappointed by the Board of Commissioners to serve an additional term.**
 - b. If the board member currently holding a seat on a board or commission is ineligible for reappointment, having served the maximum number of terms allowed by the N. C. General Statutes, By-Laws or Board of Commissioners, the Board of Commissioners and/or its representatives will make every effort to identify a willing person or persons to be considered for appointment. If permissible, until such time as a suitable replacement is found, the sitting Board member may remain on the board or commission if he or she is desirous of continuing to serve.**
 - c. If a board or commission vacancy is designated for a specific representative from the community, i.e. a licensed Physician, Pharmacist, Veterinarian, Optometrist, professional Engineer, etc., and no such individual is available for appointment, the Clerk to the Board will consult the N. C. General Statutes or By-Laws governing the board or commission to determine if a general public representative may be appointed to fill the vacancy.**

Current Policy – page 2

- d. If appointment of a general public representative in lieu of a specific representative is permissible, the Board of Commissioners may appoint such an individual to fill the vacancy. If the N. C. General Statutes or By-Laws governing the board or commission do not allow a general public representative to fill a specific representative vacancy, the vacancy will continue on the board or commission until such time as the specific representative is found.
5. For those boards and/or commissions that are appointed by the Warren County Board of Commissioners, whose terms of office are not otherwise prescribed by North Carolina General Statutes, appointees may serve only three consecutive terms after which they must be removed from the board or commission. Individuals may be considered for additional terms of service on a board/commission after remaining off the board/ commission for one term.
6. Individuals may serve on an unlimited number of boards or commissions at any given time, at the discretion of the Warren County Board of Commissioners.

This 3rd amendment is effective as of the 7th day of May, 2012.

Policy Adopted:	September 6, 2005
1st Amendment:	February 6, 2006
2nd Amendment:	May 7, 2007
3rd Amendment:	May 7, 2012, effective May 8, 2012

WARREN COUNTY'S POLICY
FOR BOARD & COMMITTEE APPOINTMENTS AND/OR REAPPOINTMENTS

(County Attorney Karlene S. Turrentine's working copy
for BOC's consideration during regular meeting 11.2.15)

Unless forbidden by statute or case law, this Policy will govern the appointment and/or reappointment of members to serve on the various boards and commissions appointed by the Warren County Board of Commissioners:

1. Unless otherwise required by statute or case law, the provisions of this Policy will take precedence over all other policies, procedures and/or legal documents (including the various boards' and commissions' approved Bylaws) in determining the manner in which the Board of Commissioners may make appointments and/or reappointments of individuals to serve on the various boards and commissions in Warren County.
2. All board and commission vacancies that are to be filled by the Board of Commissioners will be advertised quarterly by the Clerk to the Board in both local newspapers having general circulation in Warren County, and; such advertisement shall instruct interested citizens to direct their Statement of Interest and any questions to the Clerk to the Board.
3. Statements of Interest received by the Clerk shall be forwarded to the chair of the specific board or commission on which the citizen desires to serve as well as to Board of Commissioners. The Statement of Interest of any citizen that is not chosen to serve shall remain active for a period of six (6) months from the date it is received by the Clerk to the Board.
4. Upon receiving any Statement of Interest by the specific board or commission chair, that chair shall be responsible to present the Statement of Interest to the entire board/commission for its consideration to fill the vacancy thereon, and; a minimum of ten (10) days prior to the next Board of Commissioners' regular meeting, the board/commission shall submit its recommendation for appointment to the Board of Commissioners for its consideration.
5. Except in the case of paragraph 6(b) below, Appointees may serve only three (3) consecutive terms after which they must be removed from the board or commission. Individuals may be considered for additional terms of service on a board/commission after remaining off the board/commission for one (1) year.
6. Whether the Board of Commissioners receives a recommendation for appointment from a specific board/commission or not, the Board of Commissioners shall have the following options to address any vacancy of a board or commission that is not addressed by statute or case law:
 - a. If the board member currently holding a seat on a board or commission is eligible for reappointment and is desirous of continuing to serve, he or she may be reappointed

- by the Board of Commissioners to serve an additional term.
- b. If the board member currently holding a seat on a board or commission is ineligible for reappointment, having served the maximum number of terms allowed by this Policy, the Board of Commissioners and/or its representatives will make every effort to identify a willing person or persons to be considered for appointment. If permissible, until such time as a suitable replacement is found, the sitting Board member may remain on the board or commission if he or she is desirous of continuing to serve.
 - c. If a board or commission vacancy is designated for a specific representative from the community, i.e. a licensed Physician, Pharmacist, Veterinarian, Optometrist, professional Engineer, etc., and no such individual is available for appointment, the Clerk to the Board will consult with the County Attorney to determine if, by statute and the specific board/commission's Bylaws, a general public representative may be appointed to fill the vacancy.
 - d. If appointment of a general public representative in lieu of a specific representative is permissible, the Board of Commissioners may appoint such an individual to fill the vacancy. If, by statute or the governing board/commission's Bylaws, it is impermissible to appoint a general public representative to fill a specific representative vacancy, the vacancy will continue on the board or commission until such time as the specific representative is found.
7. Individuals may serve on an unlimited number of boards or commissions at any given time, at the discretion of the Warren County Board of Commissioners.
 8. Any board/commission whose Bylaws are in dispute with this Policy shall move to amend its Bylaws to come into compliance with this Policy.

So adopted, this the ____ day of November, 2015.

Meeting Date: November 2, 2015

Item # 9-A

SUBJECT: Appointment to Board/Committee/Commission

**REQUESTED BY: Vincent Gilreath, Workforce Development Director
Kerr Tar Regional Council of Governments**

SUMMARY: It is presented on recommendation of Vincent Gilreath, to re-appoint John Alston of A&S Pest Control for a second (2nd) term on the Region K Workforce Development Board as a Private Industry representative. This two (2) year term is effective September 2015 to September 1, 2017.

FUNDING SOURCE:

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

NOTES:

Kerr-Tar
Regional Council
Of Governments

Diane Cox
Executive Director

**Member
Governments**

COUNTIES

Franklin
Granville
Person
Vance
Warren

MUNICIPALITIES

Burns
Butner
Creedmoor
Franklinton
Henderson
Kittrell
Louisburg
Macon
Middleburg
Norlina
Oxford
Roxboro
Stem
Stovall
Warrenton
Youngsville

October 21, 2015

Ms. Angelena Kearney-Dunlap, Clerk
Warren County Board of Commissioners
P.O. Box 619
Warrenton, N.C. 27589

Dear Ms. Kearney-Dunlap:

I write to request that the Warren County Board of Commissioners appoint Mr. John Alston, 710 Axtell-Ridgeway Road to the Kerr-Tar Workforce Development Board for an additional two-year term. Mr. Alston, owner of A & S Pest Control, will continue to fill one of the required Private Industry positions on the Workforce Development Board. Due to the change in WIOA membership requirements do not replace the DSS Director position at this time nor Ms. Alston-Kearney.

Thank you in advance for your assistance. If you have any questions or need additional information, please contact me at 436-2040.

Sincerely,



Vincent Gilreath
Workforce Development Director

Meeting Date: November 2, 2015

Item # 9-B

SUBJECT: Appointment to Board/Committee/Commission

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

SUMMARY: It is presented on recommendation of Kimberly Hawkins, to re-appoint Carolyn Williams for a seventh (7th) term on the Region K Nursing Home Community Advisory Committee. This three (3) year term is effective January 2014 to January 1, 2017.

FUNDING SOURCE:

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE: NCGS 131E-128

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

NOTES:

Diane Cox
Executive Director

Member
Governments

COUNTIES

Franklin
Granville
Person
Vance
Warren

MUNICIPALITIES

Bunn
Butner
Creedmoor
Franklinton
Henderson
Kittrell
Loulsburg
Macon
Middleburg
Norlina
Oxford
Roxboro
Stem
Stovall
Warrenton
Youngsville

MEMORANDUM

TO: Linda Worth, Warren County Manager

FROM: Kimberly Hawkins, MSW
Regional Ombudsman

Date: October 20, 2015

Re: Long Term Care Ombudsman Program – Nursing Home
Community Advisory Committee

This memo is to inform the Board of the need to take action regarding the membership of the Nursing Home Community Advisory Committee.

Respectfully, reappoint the individual named below to the aforementioned committee. (See referenced below)

Nursing Home Community Advisory Committee (NCGS§131E-128)

Member
Carolyn Williams, Member
176 Davis Hyman Road
Norlina, NC 27563

Term
3 Yrs

Thank you for your continued support of the Ombudsman Program. Feel free to contact me with any questions or comments.

Meeting Date: November 2, 2015

Item # 9-C

SUBJECT: Appointment to Board/Committee/Commission

**REQUESTED BY: Ryan Whitson, Director
Department of Social Services**

**SUMMARY: It is presented on recommendation of Ryan Whitson, to
make appointments to fill vacancies on the Child Fatality Board (see attached).
These appointments remain active for duration of employment in said positions.**

FUNDING SOURCE:

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

NOTES:



**WARREN COUNTY
DEPARTMENT OF SOCIAL SERVICES
307 North Main Street
Warrenton, NC 27589
(252) 257-5000**

Fax: (252) 257-5610

**Ryan Whitson
Director**

12 OCT 2015

Angelena Kearney-Dunlap
Clerk to the Board
Warren County Government
602 W. Ridgeway Street
Warrenton, NC 27589

Re: Child Fatality Board

Clerk Kearney-Dunlap:

The following need to be appointed to the Child Fatality Board:

Wynona Thomas in the position of DSS Foster Care Supervisor
Renae Alston in the position of DSS Adult Services Supervisor
Dianna Talley in the position of DSS CPS Supervisor
Clarette Hill in the position of Mental Health System of Care Coordinator
Ryan Whitson in the position of Director for Department of Social Services
Johnette R. Smith in the position of Infinite Possibilities, Inc. replacing Ms. Overstreet

Respectfully submitted,

A handwritten signature in black ink that reads "Ryan Whitson".

Ryan Whitson
Director

The following need to be appointed to the Child Fatality Board:

Wynona Thomas, DSS Foster Care (replacing Anita Evans)

Renae Alston, DSS Adult Services

Dianna Talley, DSS CPS Supervisor (replacing Freddie Harris)

Clarette Hill, Mental Health (replacing Heart Foxworth)

Ryan Whitson, DSS Director (replacing Michelle Winstead)

Johnette R. Smith, Infinite Possibilities, Inc. (replacing Tina Overstreet CADV)

**These appointments remain active for duration of
employment in said positions.**

Meeting Date: November 2, 2015

Item # 9-D

SUBJECT: Appointment to Board/Committee/Commission

**REQUESTED BY: Andy Smith, Health Director
Warren County Health Department**

**SUMMARY: It is presented on recommendation of the Home Health
Advisory Board, to re-appoint Dana Conn to the Home Health Advisory Board
for a fourth (4th) term. Term duration October 2015 to October 1, 2018.**

FUNDING SOURCE:

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

NOTES:

Ms. Angelena,

During their quarterly meeting on October 14, 2015 the Warren County Home Health Advisory Board voted unanimously to recommend to the Warren County Commissioners the re-appointment of Ms. Dana Conn to the Warren County Home Health Advisory Board for another term.

Thanks so much,
Andy

Andy Smith, REHS, MPA
Health Director
Warren County Health Department

"This Institution is an equal opportunity provider and employer"

Warren County

Board/Commission Membership Maintenance

Board/Commission Name: Warren County Home Health Advisory Board

Board Advisor: Andy Smith, Director

Board Advisor's Phone # 252-257-6000

Board member with term expiring:

Dana Conn

Number terms served: Filling an unexpired term _____ 1st term _____
2nd term 3rd term _____

Does this individual choose to be re-appointed? Yes No _____

If present member does not choose to be reappointed, please supply name of recommendation for appointment:

Citizen's name: _____

Address: _____

Home Phone _____ Work Phone _____

Is "Statement of Interest to Serve" attached? Yes _____ No

Meeting Date: November 2, 2015

Item # 10

SUBJECT: Request from Public Utilities

REQUESTED BY: Macon Robertson, Public Utilities Director

SUMMARY: Macon Robertson requests Board of Commissioner's consent to accept appointment to the NC Rural Water Association as a member of the Board of Directors.

Authorize Chairman Richardson to sign "NCRWA System Member Commitment" form.

FUNDING SOURCE:

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

Recommend Board approve the System Member Commitment in support of Macon Robertson, Public Utilities Director's, appointment to the NC Rural Water Association Board of Directors, and authorize Chairman Richardson to sign the form.

NOTE:

NCRWA Board of Directors - Letter of Commitment

The following duties are from the “Bylaws of the North Carolina Rural Water Association, Inc.” as dated May 14, 2014:

Section 7. Duties of the Board of Directors: The duties of the Board of Directors are as follows:

- A. To conduct and supervise the affairs of the association including the establishment, continuation or termination of committees.*
- B. To take charge of and be responsible for the property of the association and supervise the keeping of systematic records of the associations finances and the proceedings of the association.*
- C. To initiate, supervise, and approve plans and programs designed to achieve the objectives and purposes of the association.*
- D. To implement policies, programs, or plans adopted at the annual meeting of the members.*
- E. To determine policies of the association consistent with the objectives and purposes of the association as set out in the articles of incorporation.*
- F. To provide for annual and special meetings of the association.*
- G. To arrange for the annual audit of the association by a certified public accountant.*
- H. To provide for the dissemination of information to the members and to the general public as may be needed to provide suitable publicity for the work and statutes of the association.*

The Bylaws also stipulate a minimum of two (2) regular meetings for the Board each year, one of which is held immediately following the annual meeting of the members each spring. In recent years, the Board has seen the necessity to hold approximately four (4) regular meetings per year to conduct the business of the association in a timely and expedient manner. According to Article VII, Section 6 of the Bylaws, “a director who is absent at two consecutive board meetings without the permission of the President may be removed by a majority of the directors then in office.”

It is also required for the purpose of complying with NRWA Sub-award agreements, that Board Members attend Board Training offered by the National Rural Water Association (NRWA) at least once every 3 years. NCRWA makes every attempt to hold this training in North Carolina. Participation in the Annual Rural Water Rally in Washington, D.C. and other Legislative efforts in North Carolina is also highly recommended.

Each Board member is also asked to serve on approximately 3 NCRWA Committees as appointed by the President. These committees normally meet about 2 to 4 times per year and the Executive Director and Staff of NCRWA normally serve as the Liaisons for the Committees and carry out the operational tasks as prescribed by the Committees. These Committee meetings are typically scheduled in unison with Board Meetings but also require some conference calls and an occasional stand-alone meeting when required.

Please complete the following page and return it to: NCRWA, PO Box 540, Welcome, NC, 27374 or by email to danielwilson@ncrwa.com.

BOARD MEMBER COMMITMENT

I MACON ROBERTSON have read and understand the duties and
(name, please print)

responsibilities of the NCRWA Board of Directors, the Bylaws of the Association, the established Board Policies and Code of Ethics, and the Conflict of Interest policy and by signature commit to upholding these policies and fulfilling these obligations to the best of my ability.

I also understand that there are standards and expectations for my personal and professional behavior as a representative of NCRWA and I will make every effort to fulfill and uphold these standards to the best of my ability. If I should become ineligible to serve on the Board of Directors for reasons stated in the Bylaws or if I become unable to effectively fulfill my duties on the Board for any reason, I will resign my position in the most appropriate and professional manner possible.

Signature MACON ROBERTSON

Date 10/27/15

SYSTEM MEMBER COMMITMENT

I Macon Robertson, Public Utilities Director on behalf of the
(name and title, please print)

Warren County Water System
(name of system member)

by signature commit our support of Macon Robertson
(name, please print)

in his/her endeavor to serve as a member of the NCRWA Board of Directors and certify that this person meets the eligibility requirements of the North Carolina Rural Water Association, Inc[®] as stated in the Bylaws of the organization.

Signature _____ Date _____
Board Chairman

Please affix corporate seal.

SUBJECT: Volunteer Fire Department Contracts 2015-2018

**REQUESTED BY: Doug Young, Director
Emergency Services**

SUMMARY: 2015-18 Fire Protection Services Contracts with two (2) VFD's are presented for Board's review and approval. Authorize Chairman Richardson to sign same.

Cokesbury VFD - \$5,500 and Epsom VFD - \$1,500

FUNDING SOURCE:

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

- 1) Recommend approval of Fire Protection Services Contract with Cokesbury VFD in the amount of \$5,500, and authorize Chairman to sign same.
- 2) Recommend approval of Fire Protection Services Contract with Epsom VFD in the amount of \$1,500, and authorize Chairman to sign same.

NOTE:



COUNTY OF WARREN, NC

DEPARTMENT OF EMERGENCY SERVICES

Emergency Management • Emergency Medical Services • Fire Marshal's Office • Safety Office

PO Box 619
540 W. Ridgeway St.
Warrenton, NC 27589

Douglas R. Young, CEM
Director/Chief

Dennis Paschall, EMT-P
EMS Division Chief

To: Warren County Board of Commissioners
From: Douglas R. Young, CEM
Director / Fire Marshal

Re: Recommendation to approve fire protection services contracts

BACKGROUND

The State of North Carolina General Statutes requires those Counties and the Volunteer Fire Departments that responds to fires within their jurisdiction to have and maintain a contract for fire protection services in the tax district of the County.

These contracts for Warren County are scheduled for renewal. Each contract has been reviewed and approved by each Volunteer Fire Department and the Warren County Fire Commission as written.

RECOMMENDATION:

It is the recommendation by the Warren County Fire Commission that the Board of Commissioners approve the following Fire Protection Contracts, ending June 30, 2018.

- 1) Cokesbury Fire Department
Contract Amount \$5,500.00
- 2) Epsom Fire Department
Contract Amount \$1500.00

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

THIS CONTRACT, made and entered into this July 1, 2015, by and between the **COUNTY OF WARREN**, a body politic and corporate of the State of North Carolina, hereinafter referred to as the **COUNTY**, party of the first part, and the **EPSOM** Volunteer Fire Department a private non-profit corporation incorporated under the laws of North Carolina, with principal offices in Warren County, North Carolina, hereinafter referred to as the **FIRE DEPARTMENT**, party of the second part;

W I T N E S S E T H

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

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

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

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

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

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

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

NOW THEREFORE, in consideration of the mutual promises and agreements herein

**Epsom
VFD**

\$1,500

contained and the mutual benefits to be derived there from, the parties hereto promise and agree as follows:

I.

The FIRE DEPARTMENT promises and agrees as follows:

1. *Scope of Service:*

- A. *Territorial Responsibility:* The FIRE DEPARTMENT shall provide the foregoing services within the boundaries of the **EPSOM** FIRE DISTRICT as defined in the map of the FIRE DISTRICT on file with the county
- B. *Service Responsibility:*
- (1) The primary responsibility of the FIRE DEPARTMENT shall be to furnish adequate fire protection as determined by the North Carolina Department of Insurance (Division of Fire and Rescue Services), other pertinent federal, state and local laws and regulations, and this contract for all persons and property located within its area of responsibility.
 - (2) The FIRE DEPARTMENT shall participate, within the limits of its personnel and equipment resources and capabilities and with deference to its primary responsibility, in any county-wide, inter-county or county-municipality mutual aid entered into by the COUNTY under the conditions set forth below.
 - (3) The FIRE DEPARTMENT upon request from state or local government shall remove debris from the travel portion of the roadway to the shoulder or adjacent area to allow for passage of emergency equipment.
 - (4) The FIRE DEPARTMENT shall provide, within the limits of its personnel and equipment resources and capabilities and with deference to its primary responsibility, support to Rescue functions of Vehicle Extrication and Search and Recovery Dive Team within its area of responsibility.
- C. *Facilities, Equipment and Personnel:* The FIRE DEPARTMENT shall provide all facilities, equipment and personnel necessary to furnish fire protection services and all other services provided by that department as herein above required.
- D. *Standards of Performance:* The FIRE DEPARTMENT shall furnish fire protection and all other services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with the rules and regulations of the North Carolina Insurance Rating Bureau and other pertinent federal, state, and COUNTY laws, regulations and standards.
- E. *Use of Funds Provided:* The FIRE DEPARTMENT shall hold and use tax monies received under the provisions of this Contract and any property acquired with such monies solely and exclusively to provide the fire protection services set forth above. Such use encompasses payment of any necessary and lawful fire protection expense including

- payment of principal and interest in satisfaction of any indebtedness incurred in acquisition of facilities and equipment.
- F. *Training:* The FIRE DEPARTMENT shall be responsible for the training of all its personnel in accordance with the rules and regulations of North Carolina Insurance Rating Bureau and other pertinent federal, state, and COUNTY laws and regulations or otherwise with commonly accepted professional standards, so as to qualify such personnel to perform the services required by this contract.
2. *Incorporation:* The FIRE DEPARTMENT, during the period of this Contract is in effect, shall remain incorporated and do business as a private non-profit corporation under the provisions of the North Carolina Non-Profit Corporation Act. A true copy of the Articles of Incorporation, existing By-Laws, and any changes made from time-to-time to either will be filed with the COUNTY. The FIRE DEPARTMENT will adopt By-Laws which meet all minimum legal requirements of said Act.
3. *Budget Estimates:* Not later than the last business day of March each year, the FIRE DEPARTMENT shall transmit to the Board of Commissioners of the COUNTY a budget estimate, approved by the districts FIRE SERVICE TAX BOARD, containing financial needs of the FIRE DEPARTMENT for the fiscal year commencing the 1st day of July next following, to the extent that such financial requirements are to be satisfied out of FIRE DISTRICT tax revenues.
4. *Accounting:*
- A. *Records:* The FIRE DEPARTMENT shall establish and maintain records and accounts and monies entrusted to it under the provisions of this Contract and expenditures there from in accordance with generally accepted accounting principles.
- B. *Annual Audit:* The FIRE DEPARTMENT will present to the Board of Commissioners of the COUNTY an annual audit which shall be in conformity with existing audit policies of the COUNTY.
- C. *Inspections:* The COUNTY, or their representatives, may inspect all records and accounts which the FIRE DEPARTMENT is required to establish and maintain under the provisions of this contract and may make such inspections at any reasonable time.

II.

The COUNTY promises and agrees as follows:

1. FIRE DISTRICT *Budget Ordinance:* Not later than the 1st day of July of each year this Contract is in effect the Board of Commissioners of the COUNTY, acting as the governing body of the FIRE DISTRICT, shall adopt a budget ordinance for said FIRE DISTRICT in

which sufficient monies will be appropriated to provide fire protection services for said district in accordance with this agreement. The budget ordinance shall be in a form and subject to the directions and limitations prescribed or provided in NCGS Section 159-13.

2. *Levy and Collection of Taxes:* Not later than the 1st day of July of each year this Contract is in effect, the COUNTY will determine, within the limits prescribed by law, what rate of special ad valorem tax it will levy against property in the FIRE DISTRICT. In prescribing such rate the COUNTY shall consider the budget estimates of fiscal requirements submitted by the fire department, the recommendations of the district FIRE SERVICE TAX BOARD, and the tax basis of the FIRE DISTRICT. Upon approval of the budget ordinance for the FIRE DISTRICT as heretofore provided, the COUNTY shall levy and collect a special ad valorem tax in such District as provided by law.
3. *Payment of FIRE DEPARTMENT;* Annually, as requested by the FIRE DEPARTMENT, commencing the 1st day of July of each year, to the extent special FIRE DISTRICT tax revenues have been collected and appropriated in the FIRE DISTRICT Budget Ordinance, but no less frequently than once per month, the county shall pay over to the FIRE DEPARTMENT the monies contained in the Trust Fund or sub-fund established for the area of responsibility of FIRE DEPARTMENT.
4. *General Fund Monies:* In consideration for the FIRE DEPARTMENT agreement to:
 - A. provide mutual aid
 - B. protect public and private property, and
 - C. will remove debris from the travel portion of the roadways,The COUNTY agrees to pay the sum of \$1,500.00 to the FIRE DEPARTMENT in 12 monthly payments for the services of Fire Protection.

III.

The COUNTY and FIRE DEPARTMENT mutually agree as follows:

1. *Duration:* This Contract shall be valid and effective from July 1, 2015 until June 30, 2018 and continue in effect until superseded by a new agreement or until terminated as herein provided.
2. *Amendment:* This Contract may be amended only by mutual agreement of the parties in a written addendum hereto, except that in the event a provision of the Contract becomes inconsistent with any state or local law duly and properly enacted hereafter, then and in the event only, such provision shall be deemed by both parties hereto to be amended to conform with such state or local law without necessity of any further action by either party.
3. *Termination:*
 - A. *For Cause:* At any time during the period of this Contract is in effect, either party may terminate this Contract for cause upon breach of or failure to perform said Contract on the part of the other party; such termination becomes effective on the date of such breach or failure to perform, provided that the aggrieved party within the reasonable time after such breach or failure to perform, shall provide written notice specifying such breach or failure

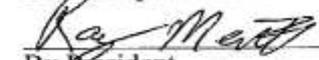
to perform and allow the party at fault ninety (90) days within which to cure or correct such breach or failure to perform. In the event the breach or failure to perform is cured or corrected within such period, the Contract shall continue in effect as though such breach or failure to perform had not occurred; in the event there is no cure or correction of such breach or failure to perform within the prescribed time, the Contract shall terminate as heretofore provided.

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

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

ATTEST:

Fire Department



By President



By Secretary

ATTEST:

Warren County

By Chairman - Board of Commissioners

By Clerk to the Board

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

THIS CONTRACT, made and entered into this July 1, 2015, by and between the **COUNTY OF WARREN**, a body politic and corporate of the State of North Carolina, hereinafter referred to as the **COUNTY**, party of the first part, and the **COKEsbURY** Volunteer Fire Department a private non-profit corporation incorporated under the laws of North Carolina, with principal offices in Warren County, North Carolina, hereinafter referred to as the **FIRE DEPARTMENT**, party of the second part;

WITNESSETH

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

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

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

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

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

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

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

**Cokesbury
VFD**

\$5,500

Meeting Date: November 2, 2015

Item # 11-B

SUBJECT: Modification to Vigilint Master Service Agreement with EMS

REQUESTED BY: Doug Young, Emergency Services Director

SUMMARY: Modifications are required to be made to the Vigilint Master Service Agreement due to a change in the medical director for Warren County under the Vigilint Master Service Agreement dated 6/4/14. Request is made to approve the Statement of Services #002 to modify the Master Service Agreement with Vigilint. The proposed modifications are explained in the attached email from Kevin M. Sullivan of Vigilint. Authorize County Manager to sign related documents.

FUNDING SOURCE: General Fund – EMS Budget

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

Pending review by County Attorney, recommend approval of Statement of Services #002 to modify the Master Service Agreement between Vigilint Protective Health Solutions, LLC and Warren County EMS, effective 11/1/15, and authorize the County Manager to sign related documents.

NOTE:



COUNTY OF WARREN, NC

Department of Emergency Services

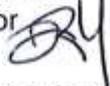
Emergency Management * Emergency Medical Services * Fire Marshal's Office

PO Box 619
540 W. Ridgeway St.
Warrenton, NC 27589

Douglas R. Young, CEM / VP
Director / Fire Marshal
Dennis Paschall
EMS Division Chief

Office 252-257-1191 ext 237
Fax 252-257-9458

October 23, 2015

To: Linda Worth, County Manager
From: Doug Young, Director 

Re: EMS System Modification Application / Vigilint

Attached is an EMS System Modification Application from NC OEMS that needs updating due to assumed responsibilities of a new medical director for Warren County through Vigilint. Also attached you will see a letter from Vigilint explaining what has occurred and why the change is needed. Because of this change, NC OEMS is requiring the changes be made within their system, so therefore we must update this information. This will require your signature where indicated.

Vigilint has also made changes to the service agreement we have with them. Attached to this agreement is an email explaining the changes. This too will require your signature where indicated.

If you have any questions or concerns, please contact myself or Dennis Paschall.

Dennis Paschall

From: Kevin M. Sullivan <ksullivan@vigilint.com>
Sent: Tuesday, October 20, 2015 10:58 AM
To: DennisPaschall@warrencountync.gov
Subject: Re: Medical Director
Attachments: SOW Modification - Warren County 2015-10-15.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Dennis,

Here's the contract modification. Let me know if you have any questions. There were a couple of sections that got changed:

1. Qualifications of the Medical Director: #1 was changed from 'Associate Medical Director' to "*Associate Medical Directors.*" (Singular to plural.)
2. Terms of Service, added "*with modification effective November 1, 2015.*"
3. Personnel, paragraph 1. Changed from naming specific individuals to say "*VIGILINT shall make available a physician to serve as EMS System Medical Director and other staff to complete required work. Additionally, VIGILINT may appoint Associate or Assistant Medical Directors, as necessary, to better support CLIENT's EMS operations. The physician (or physicians) assigned shall be mutually agreed upon by both parties. This agreement shall be memorialized by both parties through updates to the EMS System Plan, according to state rules and regulations.*"
4. VIGILINT's signer for the contract was changed to our new CEO, Jay Humphlett.

VR,
Kevin

Kevin M. Sullivan, M.S., NREMT-P
VIGILINT Protective Health Solutions
O: 919.914.0906
M: 404.263.1891

(Please note that this email address replaces my ksullivan@statmedicalsolutions.com address. Please use this address for all future correspondences.)

**Revised Agreement
&
current document effective
June 2014 thru May 2017, with
modification effective
November 1, 2015.**

**both have been provided in a
separate e-mail.**

SUBJECT: Award Bids for Various County Vehicles

REQUESTED BY: Linda T. Worth, County Manager

SUMMARY: Request for bids for lease/purchase of various county vehicles was circulated to approximately 10 dealerships within North Carolina with a deadline of September 9, 2015. Because of a low response, a second request was circulated with a deadline of September 24, 2015 at which time there were vehicles that had not received a bid. Therefore, on October 15, 2015 staff solicited pricing from area dealerships for those vehicles that had not been bid on prior. Results are provided on following page.

FUNDING SOURCE: Proceeds from Installment Purchase Financing

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

Recommend the lease/purchase of vehicles from the various vendors as recommended in the attached list. Funding Source: Proceeds from Installment Purchase Financing

NOTE:

* Indicates recommended for award.

Department	Vehicle	Pricing	Dealership
Sheriff	Dodge Charger w/Police Packet	\$23,779 (x2 = \$47,558) *	Ilderton of High Point
Sheriff	2016 Chevrolet Tahoe w/Police Packet	\$39,913.50 (x2 = \$79,827) or \$36,687 (1) * \$33,843 (1) * (= \$70,530)	Hubert Vester or <i>Ben Mynatt thru NC Sheriff's Assoc.</i>
Social Services	Grand Caravan	\$20,845 *	Ilderton of High Point
Fleet	2015 Ford Edge	\$26,985 *	Capital Ford
Fleet, DSS & YSB	2016 Ford Transit Van - High Roof Extended Wagon	\$40,620 (x3 = \$121,860) *	Ilderton of High Point
Emergency Services	2015 Chevrolet Silverado Truck	\$36,822.50* or \$39,281.10	Hubert Vester or Charles Boyd
Detention Center	Econo Van	\$24,737*	NC Sheriff's Assoc. State Contract

SUBJECT: Declare Surplus Property and Authorize Auction

REQUESTED BY: Clerk to the Board

SUMMARY: Resolution declaring certain County property as surplus (Sheriff's Office used law enforcement service weapons) and authorizing sale of same to Warren County Sheriff's Deputies at a sum of \$200 each, waiving \$10 gun permit fee, with authority to remit unsold used weapons to Kings Firearms and More for store credit, is presented for Board's review and adoption.

Authorize Chairman to sign the Resolution.

FUNDING SOURCE:

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

Recommend adoption of Resolution authorizing the private sale of used Sheriff's Office service weapons to Warren County Sheriff's Deputies at the sum of \$200 each with gun permit fee waived, and authorize the remittance of any unsold used service weapons to Kings firearms and More for store credit, and authorize Chairman Richardson to sign the Resolution.

NOTE:

JOHNNY M. WILLIAMS

Sheriff of Warren County

P.O. BOX 678

WARRENTON, N.C. 27589

TELEPHONE 252-257-3364

RECEIVED

SEP 28 2015

September 24, 2015

WARREN COUNTY MANAGER'S

Ms. Linda T. Worth
Warren County Manager
602 W. Ridgeway St.
P.O. Box 619
Warrenton, NC 27589

Dear Ms. Worth,

The Warren County Sheriff's Office is in the process of upgrading the service weapons currently being used by our agency. As a result of this effort new service revolvers will be distributed to the Sheriff's Deputies.

I am forwarding this letter at this time to solicit your assistance with this process. I am requesting your consent and agreement with this matter as it relates to a decision involving the service weapons currently in use by the deputies.

With your authorization I would like to offer deputies an opportunity to purchase their individual service weapon for a sum of \$200.00 each, waiving the \$10.00 gun permit fee, for each purchaser. If a deputy does not desire to purchase his/her service weapon I would like your approval to remit the old service weapons to "Kings Firearms and More", a Law Enforcement supply company, for store credit. These two options are viable solutions that will benefit the Warren Sheriff's Office with future equipment needs.

County of Warren

State of North Carolina

Sale of Personal Property Worth Less Than \$30,000

(G.S. 160A-266; 267)

Resolution Authorizing Sale

Whereas, Warren County owns certain items of personal property that have become surplus for its current needs; and

Whereas, North Carolina General Statute § 160A-266 permits the county to sell such property by private sale, upon authorization by the Board of Commissioners at a regular meeting and notice to the public; and

Whereas, the Board of Commissioners is convened in a regular meeting;

Therefore, the board of commissioners of Warren County resolves that:

- 1. The Board of Commissioners authorizes the Warren County Manager (or designee) to sell by private sale the following items of surplus personal property; service weapons formerly used by the Warren County Sheriff's Office.**
- 2. Each deputy is authorized to purchase his/her service weapon at \$200 each, with \$10 gun permit fee waived.**
- 3. The clerk to the Board of Commissioners shall publish a notice summarizing this resolution, and no sale may be executed pursuant to this resolution until at least 10 days after the day the notice is published.**

Adopted November 2, 2012.

Warren County Board of Commissioners

ATTEST:

Barry Richardson, Chairman

Special Rules for Firearm Disposal Under NC Law

Obtained By:	Sell To:	Procedures Used:	Net Proceeds Go To:
Criminal seizure or forfeiture	Federally licensed firearm dealer	Article 2, Chapter 15	Local school board
Found or turned in ("unclaimed")	Federally licensed firearm dealer	Article 2, Chapter 15	Local law enforcement to be used for law enforcement purposes
Purchased with grant funds	Determined by grant conditions	Determined by grant conditions	Determined by grant conditions
Purchased with local funds	Anyone lawfully entitled to purchase a firearm	Article 12, Chapter 160A	General fund

Meeting Date: November 2, 2015

Item # 13-B

SUBJECT: Declare Surplus Property and Authorize Auction

REQUESTED BY: Clerk to the Board

**SUMMARY: Resolution declaring certain County property as surplus and authorizing sale via online auction (or disposal if items do not sell), is presented for Board's review and adoption.
Authorize Chairman to sign the Resolution.**

FUNDING SOURCE:

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

Recommend adoption of Resolution declaring certain County property as surplus and authorize sale via online auction, or disposal if items do not sell, and authorize Chairman Richardson to sign the Resolution.

NOTE:

**RESOLUTION
SALE OF SURPLUS
WARREN COUNTY PROPERTY**

WHEREAS, the County of Warren has certain properties which are no longer used by Warren County Departments and may lawfully dispose of such property through on-line auction or disposal.

NOW, THEREFORE, BE IT RESOLVED THAT, pursuant to Article 12, NC GS 160A-268, the Warren County Board of Commissioners authorize the sale through on-line auction or disposal of:

Social Services

Veteran Services

Memorial Library

Finance Office

Magnavox TV and VCR

Computer Desks (2) & Chairs (2)

Storage Shelf

Dell Desk Top Computers (4)

*Printer, Dell Desk Top Computers (2) &
Computer Monitors (3)*

These items are being sold in “as is” condition with no warranties.

The Warren County Board of Commissioners reserves the right to reject any or all bids, to waive informalities, and to award bid in the opinion of the Owner in its best interest.

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

ADOPTED this the 2nd day of November 2015.

WARREN COUNTY BOARD OF COMMISSIONERS

ATTEST:

Barry Richardson, Chairman



TV/VCR



2 Computer Desks



Printer





Small storage shelf



2 chairs



6 Dell Desktop Computers



3 Dell Computer Monitors



SUBJECT: 2017 Warren County Revaluation

REQUESTED BY: Starlin Beatty, Tax Administrator

SUMMARY: Pearson's Appraisal Services' proposal to conduct the field work related to 2017 Revaluation is presented for Board of Commissioner's consideration and action. Contracted cost: \$419,950 and in-house cost estimated at \$75,000. Authorize Chairman to sign same.

FUNDING SOURCE: Octennial Reappraisal Budget Reserve

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

Recommend acceptance of Pearson's Appraisal Services proposal to conduct the field work for the 2017 Octennial Revaluation at a cost of \$419,950 to be paid from the Octennial Reappraisal Budget Reserve, and authorize Chairman Richardson to sign the contract.

NOTES:

45 paged document has been provided in a separate e-mail.

Warren County Tax Administration

To: Warren County Board of Commissioners
From: Starlin L. Beatty
Tax Administrator
cc: Linda T. Worth
County Manager
Date: October 27, 2015
Re: Warren County Revaluation

The Warren County revaluation is due for January 1, 2017. We have a proposal from Pearson's Appraisal Service to perform the field work necessary to complete the project. Pearson's has completed the most recent reappraisals for the following counties that border Warren County. Northampton County NC, Brunswick County, VA. and Mecklenburg County, VA. They are currently conducting the revaluations for Nash County, NC and Vance County, NC.

The sales information obtained during the lakefront reassessment in the counties that have Kerr Lake and Lake Gaston along with the sales in Warren County will be valuable information that will help give us excellent sales data. The sales information obtained from sales in the southern and western border counties will also help with the rural land valuations.

I strongly recommend we contract with Pearson's Appraisal Service to conduct the January, 1 2017 reappraisal for Warren County. There will be sufficient funds available in the Octennial Reappraisal budget reserve in FY 16 to pay the estimated total cost of the reappraisal including the contracted cost of \$419,950 (Pearson's Appraisal Service) and the estimated in-house cost of \$75,000.

Your favorable consideration of this request is greatly appreciated.

Meeting Date: November 2, 2015

Item # 15

SUBJECT: Repeal of Warren County “Personnel Ordinance”

REQUESTED BY: Karlene Turrentine, County Attorney

SUMMARY: During October 5, 2015 regular Board of Commissioners’ meeting, agenda item was added to “repeal Warren County’s official Personnel Ordinance”. Votes were in favor by a majority, therefore item is presented for a second vote for affirmation.

FUNDING SOURCE: Various

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

NOTES:

From Coates Canon

Counties: 153A-45. Adoption of ordinances. To be adopted at the meeting at which it is first introduced, an ordinance or any action having the effect of an ordinance (except the budget ordinance, any bond order, or any other ordinance on which a public hearing must be held before the ordinance may be adopted) must receive the approval of all the members of the board of commissioners. If the ordinance is approved by a majority of those voting but not by all the members of the board, or if the ordinance is not voted on at that meeting, it shall be considered at the next regular meeting of the board. If it then or at any time thereafter within 100 days of its introduction receives a majority of the votes cast, a quorum being present, the ordinance is adopted.

Account from October 5, 2015 Board meeting:

On motion of Commissioner Jordan, which was seconded by Commissioner Baker and duly carried by a majority vote, it was ordered to add agenda item 16-A – Repeal Warren County Personnel Ordinance, Adopted 1993, Amended 1998 to the October 5, 2015 meeting agenda.

Votes were as follows: Ayes: Jordan, Baker, Hunt & Richardson

Nay: Davis

Motion carried, agenda item 16-A – Repeal Warren County Personnel Ordinance was added to the October 5, 2015 meeting agenda.

On motion of Commissioner Jordan, which was seconded by Commissioner Baker and duly carried by a majority vote, it was ordered to Repeal Warren County Personnel Ordinance, Adopted 1993, Amended 1998; effective immediately.

Votes were as follows: Ayes: Jordan, Baker, Hunt & Richardson

Nay: Davis

Motion carried, it was ordered to Repeal Warren County Personnel Ordinance, Adopted 1993, Amended 1998, effective immediately.

Meeting Date: November 2, 2015

Item # 16-A

SUBJECT: County Manager's Reports

REQUESTED BY: Linda T. Worth, Warren County Manager

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

FUNDING SOURCE: Various

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

NOTES:

MEMORANDUM

TO: Warren County Board of Commissioners
FROM: Linda T. Worth, County Manager *LW*
DATE: October 28, 2015
RE: Notice of Contracts Approved by the County Manager

Pursuant to the contracting authority granted to me by the Board of County Commissioners, please be advised that I have approved the following contractual agreements in the month of October 2015 on behalf of Warren County:

Finance Office

ABA Moriah Corporation
6585 Merchant Place, suite 100
Warrenton, VA 20187

A maintenance service agreement has been entered into with ABA Moriah Corporation for a printer system in the Finance Office. Funds are included in the Finance Office FY 16 budget to pay the annual cost of \$396.

Senior Center

Walgreens
126 East Macon St.
Warrenton, NC 27589

Long Creek Coach Line
250 Welcome Avenue
Henderson, NC 27536

A Community Off-Site Clinic Agreement has been entered into with Walgreens for the provision of an influenza immunization clinic at the Senior Center. There is no cost to the county for the clinic.

A contract has been entered into with Long Creek Coach Line to provide transportation for a Senior Center trip to Smithfield, NC and return in December. The cost of the trip is paid from fees paid by participants.

MEMORANDUM

Page 2

October 28, 2015

Public Utilities

Community Service Partners, Inc.
1310 Nowell Rd.
Raleigh, NC 27607

A hardware maintenance agreement has been entered into with Computer Service Partners, Inc. for a printer in the Public Utilities Department. Funds are budgeted in the Utilities Department FY 16 budget to pay the annual cost of \$725.

Please advise if there are any questions or concerns regarding these agreements.

Attachments



Contract No. 205198
 Beginning: 10-01-15
 Ending: 09-30-16
 Customer #: 143023
 Billing Period: Annual

MAINTENANCE SERVICE AGREEMENT

DISPATCH: (540) 349-3166 or (800) 288-1188

ABA Moriah (ABA Service) agrees to provide the following maintenance service to Customer on the Equipment listed below in accordance with the terms and conditions on the reverse side:

Corrective Service: All required service will be performed to correct improper functioning of Equipment which occurs as a result of normal use. Customers uninterrupted use of Equipment, however, is not guaranteed.

Parts Replacement: Parts will be checked and replaced as required to prevent malfunction. Parts provided will either be new or remanufactured, at ABA Service's sole option. Parts which are replaced shall become the property of ABA Service.

Preventive Maintenance: General inspection will be performed at the time of a corrective service call to check Equipment performance.

Service Availability: Service will be performed Monday through Friday during normal working hours (8 a.m. to 5 p.m.) excluding holidays. ABA Service will provide prompt service and will use its best effort to have a Service Representative at Customer's location as soon as practicable after receipt of Customer's service request. When customer requests service after hours or on holidays, service will be performed subject to availability of ABA Service Representatives, at an additional charge for labor and mileage at rates in effect at the time of service.

In order to obtain maintenance service, Customer must telephone ABA Service at the dispatch number depicted above, with the following information: Customer name, contract number, model and serial number of Equipment, Equipment location, and nature of problem.

THE ADDITIONAL CHARGES LISTED ON THE REVERSE SIDE SHOULD BE READ CAREFULLY SINCE THEY MAY APPLY TO THIS AGREEMENT.

The reverse side contains a full description of billing options and their respective requirements. If Annual Billing is appropriate, payment in full of the total Annual Service Charge is due and payable when Customer signs this Agreement. If Customer elects Monthly Billing, payment for the applicable First Period is due and payable when Customer signs this Agreement; a non-cancelable Purchase Order (or other firm commitment) authorizing the Total Annual Service Charge pursuant to the terms and conditions of this Agreement must be provided with the signed Agreement.

Bill to Customer: Warren County Finance Office Customer: Same
 Address: 548 West Ridge Street Equipment Location: _____
 City, St, Zip: Warrenton, NC 27589 City, St, Zip: _____
 Attn: Debbie Brauer (252) 257-1778

EQUIPMENT COVERED BY THIS AGREEMENT

Model #	Serial #	# of Items	Amount
Formspro 4500SE Printer	BBA08496	1	396.00

Sub Total \$ 396.00
 Tax \$ _____
 Total \$ 396.00

RECEIVED
 OCT 15 2015
 Finance

ACCEPTED:
 BY Cassandra Hammond

ABA Moriah Corporation
 6585 Merchant Place, Suite 100
 Warrenton, VA 20187
 October 8, 2015

THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT. This instrument has been preaudited in the Manner required by the Local Government Budget and Fiscal Control Act.

I am the owner of the equipment listed above, or if not the owner, the owner is _____
 And I have been duly authorized by such owner to enter into this Agreement. I have read and understand the terms and conditions on the reverse and agree to be bound by them. I agree that this Agreement is the entire agreement between myself and ABA Service and that I do not rely on any proposals or prior agreements, oral or written, relating to the subject matter of this Agreement.

Warren County
 Company Name
Linda J. Worth 10/15/15
 Authorized Customer Signature Date
Linda T. Worth County Manager
 Printed Name Title

Stenie M. Edmonds
 Finance Director 10/15/15

TERMS AND CONDITIONS

1. TERM OF AGREEMENT RENEWAL

This Agreement will be effective when signed and accepted by ABA Service in Warren, Virginia. Acceptance is contingent upon verification of rates and charges. The term of this Agreement is one year which begins and ends on the date shown on the front side or any other length of service agreed upon. Should coverage lapse, Customer either may reinstate contract coverage by requesting and paying both a product inspection charge and the Total Annual Service Charge at rates then in effect or may obtain non-contract service by paying for parts, labor and travel at rates in effect at the time of service.

ABA Service reserves the right to withdraw any item of Equipment from coverage at the end of the initial term, or, thereafter, on thirty (30) days prior written notice if it is in its sole discretion determined that the Equipment cannot be properly or economically repaired because of excessive wear or deterioration. Should this occur, Customer either may continue contract coverage by requesting and paying for product refurbishment at rates then in effect or may obtain non-contract coverage by paying for parts, labor and travel at rates in effect at the time of service.

2. PAYMENT

a. **Annual Billing.** The Total Annual Service Charge is due and payable on the date Customer signs the Agreement. Payment for any renewal term is due in full within thirty (30) days of date of renewal invoice.

b. **Semi-Annual, Quarterly and Monthly Billing.** Payment for the First Period is due and payable on the date Customer signs this Agreement. Thereafter, all other periodic payments, including payments for any renewal term, will be due and payable within thirty (30) days of date of invoice.

IF PAYMENT IS NOT RECEIVED WHEN DUE, ABA SERVICE RESERVES THE RIGHT TO REFUSE SERVICE UNTIL PAYMENT IS MADE IN FULL.

a. **Renewal.** The terms and conditions of paragraph 1 regarding renewal shall apply to non-payment of renewal invoice.

b. **THERE ARE SOME LIMITATIONS TO COVERAGE LISTED IN SECTION 6 BELOW AND THESE SHOULD BE READ CAREFULLY.**

If service is not covered by this Agreement, Customer may have such service performed at cost, labor and travel charges then in effect. Payment for such services will be due and payable in full upon receipt of invoice or Net 30 days.

3. PRICE INCREASE

All rates are subject to increase at the end of the initial term and, thereafter, at the end of any Billing Period upon thirty (30) days prior written notice by ABA Service. Customer may elect to withdraw the affected Equipment from coverage by notifying ABA Service of such intention in writing to ABA Service, P.O. Box 350, Gainesville, Virginia, 20156. If customer does not so notify ABA Service, the increased price will be effective at the end of the Billing Period.

4. EQUIPMENT LOCATION

Customer agrees that the Equipment will not be relocated to an address different from that shown on the front side of this Agreement without prior written notice to the Contract Administrator, ABA Service. Customer agrees to pay ABA Service any additional charges which may result from the relocation of Equipment from one zone to another as well as any other applicable charges in full upon receipt of invoice.

5. LIMITATIONS OF COVERAGE

THIS AGREEMENT DOES NOT COVER SERVICE NECESSITATED BY: 1) Alteration, modification or service by anyone other than an authorized ABA Service Representative; 2) any cause other than ordinary use including, but not limited to misuse, abuse, accidental damage, improper maintenance, shipping damage; 3) use in a manner for which Equipment was not designed or use of parts or supplies not recommended in the Operators Manual; 4) damage to Equipment due to causes external to Equipment including, but not limited to power surges, power reductions or failures, defective electrical work, electrical work external to Equipment, fire, flood water, wind, lightning and any other natural phenomena; 5) failure of hardware, software and/or communication lines, modern or foreign equipment connected to Equipment; 6) installation of accessories, attachments or options when installation was not performed by an authorized ABA Service Representative; 7) addition or removal of any accessory, equipment attachment or option; 8) relocation of Equipment; 9) additions or changes in the Equipment specifications required by Customer; 10) operator inefficiency, which includes but is not limited to changing ribbons, adjusting head mechanism and loading paper; 11) requests to supply items such as ribbons, forms, paper or paper tape; 12) product refurbishment or product inspection.

ANY SERVICE FURNISHED BUT NOT COVERED BY THIS AGREEMENT WILL BE PERFORMED AT APPLICABLE PARTS, LABOR AND TRAVEL RATES THEN IN EFFECT AND WILL BE DUE AND PAYABLE, AS WELL AS ALL APPLICABLE TAXES, IN FULL, UPON RECEIPT OF INVOICE OR NET 30 DAYS, WITH COMPLETION OF SUCH SERVICE.

6. ADDITIONAL CHARGES

a. When service is requested to be rendered during other than normal working hours (8 a.m. to 5 p.m. Monday through Friday, exclusive of holidays) it will be performed at labor and mileage rates then in effect and is due and payable upon receipt of invoice. No charge will be made for parts replacement.

b. When service requires that the Service Representative remain overnight at Customer's location, Customer shall pay the expenses incurred by the Service Representative including lodging and meals (which shall not exceed \$100.00 per night), upon receipt of invoice.

c. When special test equipment is required to perform service, Customer shall pay the cost of rental of such equipment upon receipt of invoice.

d. If Customer does not request performance of service when a Service Representative has responded to Customer's service call, or if either access is denied to Equipment or if the Service Representative is exposed to wait more than thirty (30) minutes, Customer shall pay, upon receipt of invoice, an amount equal to the greater of the Service Representative's time and travel or two (2) hours of labor.

e. If Customer requests installation of any change other than engineering changes recommended by ABA Service, Customer shall pay for parts, labor and travel at rates then in effect upon receipt of invoice.

7. ACCESS TO EQUIPMENT

Customer agrees to provide full and free access to the Equipment and a safe environment in which to work. In no event will the Service Representative be required to wait longer than (30) minutes for access to the Equipment.

8. ENGINEERING CHANGES

ABA Service will notify Customer of and consult and install those engineering changes which it determines to be applicable on Equipment covered by this Agreement. Except for those changes which ABA Service deems mandatory, Customer may elect not to have engineering changes installed by providing ABA Service with written notice to such effect.

9. CANCELLATION

Customer may withdraw any item from coverage or cancel this Agreement during the initial term or any renewal term by giving notice to: Manager, Contract Administration, ABA Service, P.O. Box 350, Gainesville, Virginia 20156. The withdrawal or cancellation will be effective sixty (60) days from receipt of such notice. Withdrawal or cancellation will not relieve or release Customer from making payments which are due under the terms of this Agreement prior to the effective date. ABA Service will refund the pro-rated rate of maintenance service for the remaining months of coverage when such effective date occurs before the end of the initial term or any renewal term hereunder.

ABA Service reserves the right to cancel this Agreement or to adjust the Annual Service Charge for affected Equipment when the specifications, attachments or features are modified by other than an authorized ABA Service representative.

10. DEFAULT

ABA Service shall be in default in the performance of any of its obligations under this Agreement unless and until ABA Service shall have failed to perform such obligation within (10) days after written notice by Customer or such additional time as is reasonably required to correct any such default. Customer's notice must clearly state the nature of the default and be sent to: Manager, Contract Administration, ABA Service, P.O. Box 350, Gainesville, Virginia, 20156.

If the default is not thereafter corrected ABA Service's liability will be limited to refunding the rate of maintenance service for the remaining months of coverage on a pro-rated basis.

ABA Service may withdraw any or all items of Equipment from coverage if Customer is in default of any of its obligations including but not limited to, non-payment of service of which an additional charge was due or nonpayment of periodic billing or renewal invoice.

11. DISCLAIMER INDEMNITY AND LIMITATION OF LIABILITY

IN NO EVENT WILL ABA SERVICE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR WILL ABA SERVICE BE LIABLE FOR ANY CLAIM AGAINST THE CUSTOMER BY ANY OTHER PARTY.

The above limitation of liability includes but is not limited to damages for loss of actual or anticipated revenue, loss of data or data rendered inaccurate, damage to business reputation, as well as loss due to failure of any system or component or damage resulting from installation and/or service of options not performed by an authorized ABA Service Representative.

CUSTOMER AGREES TO INDEMNIFY AND SAVE ABA SERVICE HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, LIABILITIES AND DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, RESULTING FROM INJURIES TO PERSONS OR PROPERTY ARISING FROM, GROWING OUT OF, OR CONNECTED WITH THE NEGLIGENCE OR WILLFULLY IMPROPER USE OR OPERATION OF THE EQUIPMENT COVERED BY THIS AGREEMENT OR ANY ACT OR OMISSION OF CUSTOMER, ITS EMPLOYEES OR AGENTS. THIS INDEMNITY WILL NOT, APPLY TO CLAIMS FOR PERSONAL INJURY CAUSED SOLELY BY ABA SERVICE.

ABA Service's liability to Customer for damages from any cause regardless of the form of action whether in contract or tort, including negligence, will be limited to the greater of Five Thousand Dollars (\$5,000.00) or the Annual Service Charge in effect at the time the cause of action arose for the specific item of Equipment under this Agreement which caused the damage or which is the subject matter of or is directly related to the cause of action. The limitation of liability will not apply to claims for personal injury caused solely by ABA Service's negligence.

12. GENERAL

a. **Modifications.**—ABA Service reserves the right to modify the terms and conditions of this Agreement at the end of the initial term or any renewal term by giving the Customer thirty (30) days written notice. Customer may elect not to renew or may withdraw the affected Equipment from coverage at the end of such term by notifying ABA Service in writing of such intention to: Manager, Contract Administration, ABA Service, P.O. Box 350, Gainesville, Virginia, 20156; however, if Customer elects to renew, the modified terms and conditions will be applicable during the renewal term(s).

Except as otherwise specifically stated herein, this Agreement will be modified only by a written agreement duly signed by both parties.

b. **Non-Assignability.**—Customer may not assign or transfer this Agreement without the prior written approval of ABA Service.

c. **Applicable Law.**—This Agreement shall be governed by the laws of the State of Texas.

d. **Action.**—No action, regardless of form arising from the transaction under the Agreement may be brought by either party more than two (2) years after the cause of action accrued.

e. **Severability.**—Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective as to the extent of the prohibition and unenforceable without invalidating the remaining provisions of this Agreement.

f. **Captions.**—The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Parts considered by the manufacturer as expendable items (e.g., ribbons, drums, OPC belts, thermal printheads, maintenance kits) are excluded from this agreement.

Long Creek Coach Line

250 Welcome Avenue, Henderson, NC 27536
 252-492-4054 800-559-4054 Fax 738-0101
 www.longcreekcoachline.com
 Home # 252-492-2114 Cell 252-767-4148

CONTRACT

DATE 10/13/2015 Contract# 8505

BILL TO
 Warren Co. Senior Center
 Danetta Mcknight

*Pre-Audit
 County Mgr.*

Phone Numbers
 257-3111
 danettamcknight@warrencountync.gov

Deposit Required 200.00 Balance Due 12/9/2015

Item	Description	Amount
Smithfield,NC	Trip to Smithfield,NC and Return (shopping) departing@8:30am from the center Dec. 9, 15 returning same day by 5pm 47 passenger bus	875.00T
Deposit	This contract is not confirmed until it is signed and returned to Long Creek Coach Line with deposit. If final payment is by check, it must be received 14 days before trip date (BUS COST ONLY) IF GROUP HAS TICKETS, ROOMS, OR OTHER COST INVOLVED GROUP WILL BE NOTIFIED OF OTHER COST DUE DATES	0.00T
Driver	Each driver can only operate a commercial vehicle for 10 hours during a 24-hour period. The driver must return to home terminal within 15 hours, during a one day trip.	0.00T
	Sales Tax	0.00

CEIVED

10-5401-563004

RECEIVED

*10/15/15
 aab*

OCT 15 2015

FINANCE

COUNTY MANAGER'S OFFICE

Looking Forward to Serve You!
 Thank You.

Total \$875.00

Any variation in mileage, passengers(including children), time, or routing may change the cost. Your reservation will be computed and billed, or refunded because of changes made to the above reservation/s. This company is not liable for handling or loss of personal item inside nor around the vehicle, underneath in the baggage compartment nor overhead compartment. Any damage to the vehicle, caused by charter party, will be charged to the charter party. Long Creek Coach Line is not responsible for any delays because of mechanical failure, traffic conditions, acts of God, falling due to movement while bus is in motion, nor any condition beyonds carrier's control. A cancellation charge for trips cancelled less than 45 days prior to departure time shall be \$200.00 per bus CHARTER PARTY PROVIDES DRIVER LODGING.

Client Signature: *Harold A. Royster* Date: *10/13/15*
 Harold A. Royster Date: *10/13/15*

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

Asteria M. Edwards
 Finance Director *10/15/15*

RECEIVED

SEP 22 2015

COMMUNITY OFF-SITE CLINIC AGREEMENT



This COMMUNITY OFF-SITE CLINIC AGREEMENT ("Agreement") by and between the party indicated at the end of this Agreement ("Group"), and Walgreen Co., on behalf of itself and all of its subsidiaries and affiliates ("Walgreens") is made and entered into on the date last signed by an authorized representative of both the Group and Walgreens (the "Effective Date").

A. Group desires to arrange for the dispensing and administering of a certain vaccine or vaccines, as listed on the last page of this Agreement ("Vaccine") to participants ("Participants") at the Group's facility ("Covered Vaccine Services"); and

B. Walgreens desires to provide Covered Vaccine Services to Participants.

C. Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Group and Walgreens hereby agree as follows:

I. WALGREENS' RESPONSIBILITIES

1.1 Covered Vaccine Services. Subject to the limitations or restrictions imposed by federal and state contracts, laws, and regulations, and the availability of the appropriate Vaccine, Walgreens will provide the Covered Vaccine Services to Participants. With respect to such Covered Vaccine Services, the parties will comply with the procedures set forth herein.

1.2 Provision of Health Care Professionals. Walgreens will provide Group with the appropriate number of qualified health care professionals and technicians to provide Covered Vaccine Services.

1.3 Professional Judgment. Walgreens may withhold Covered Vaccine Services to a Participant for good cause, including but not necessarily limited to, the Participant's failure to pay for Covered Vaccine Services rendered; requests by Participant for services inconsistent with the legal and regulatory requirements; or where, in the professional judgment of the health care professional, the services should not be rendered.

II. GROUP'S RESPONSIBILITIES

2.1 Coordination. Group will provide Participants with notice of the time and location in which Covered Vaccine Services will be provided and provide a private, clean room location, tables and chairs for Walgreens' personnel and Participants.

2.2 Access. Group hereby grants to Walgreens, and to no other person or entity, access to its designated room or areas for the provision of Covered Vaccine Services for the time and date(s) mutually agreed upon by the parties, in accordance with the provisions of this Agreement.

2.3 Payment. For the performance of Covered Vaccine Services, at the time of service, either Group or Participant shall compensate Walgreens at the lesser of the prices stated at the end of this Agreement or the Usual and Customary Charge for the Vaccine at the time of administration. Payments made by Group are due within thirty (30) days from receipt of the monthly invoice. As used in this Agreement, "Usual and Customary Charge" shall refer to the amount charged to a cash customer by the administering pharmacy, exclusive of sales tax or other amounts claimed. However, if the Covered Vaccine Services for a Participant are covered under a third-party insurance contracted with Walgreens or a government funded program (e.g., Medicare), Walgreens will submit the claim to the third-party insurance or the government program for payment and any copayment, coinsurance, deductible owed by the Participant will be billed at a later date.

III. TERM AND TERMINATION

3.1 Term and Termination. This Agreement will commence as of the Effective Date and will continue for one year. Either party may terminate this Agreement upon prior written notice to the other party.

3.2 Effect of Termination. Termination will have no effect upon the rights or obligations of the parties arising out of any transactions occurring prior to the effective date of such termination.

IV. LIABILITY AND INDEMNITY

4.1 Indemnification. Each party will indemnify, defend, and hold harmless the other party, including its employees and agents, from and against any and all claims or liabilities arising from the negligence of the indemnifying party, its employees, or agents in carrying out its duties and obligations under the terms of this Agreement. This Section 4.1 will survive the termination of this Agreement.

4.2 Insurance. Each party will self insure or maintain at its sole expense, and in amounts consistent with industry standards, insurance for general and professional liability and such other insurance as may be necessary to insure the party, its employees, and agents against any claim or claims for damages arising out of or in connection with its duties and obligations under this Agreement. Group will provide a memorandum or certificate of insurance coverage to Walgreens upon request. Walgreens' insurance information is available at www.walgreens.com/insurance.

V. GENERAL TERMS

5.1 Confidentiality of PHI. Both parties warrant that they will maintain and protect the confidentiality of all individually identifiable health information specifically relating to Participants ("Protected Health Information" or "PHI") in accordance with the Health Insurance Portability



IN WITNESS WHEREOF, Group and Walgreens have executed this Agreement as of the Effective Date.

GROUP: Warren County Senior Center

SIGNATURE: *Linda T. Worth*

NAME: Donetta-Meknight Linda T. Worth

TITLE: County Manager

DATE: 10/2/15

Legal Notice Address:
435 W. Franklin Street, Warrenton NC 27569

WALGREEN CO.

SIGNATURE: *Cynthia Bullock*

NAME: Cynthia Bullock

TITLE: Store Manager

DATE: 09/10/2015

DISTRICT NUMBER: 698

DISTRICT NAME: Raleigh Central

Legal Notice Address:
Walgreen Co.
104 Wilnot Road, MS 1446
Deerfield, IL 60015
Attn: Health Law - Divisional Vice President
cc: RCS.implement@walgreens.com

Immunization (check all that apply)	Price*
<input checked="" type="checkbox"/> Influenza (Injectable)	\$ _____
<input type="checkbox"/> Pneumonia	\$ _____
<input type="checkbox"/> Tdap	\$ _____
<input type="checkbox"/> Shingles	\$ _____
<input type="checkbox"/> Meningitis	\$ _____
<input type="checkbox"/> HPV	\$ _____
<input type="checkbox"/> Hepatitis B	\$ _____
<input type="checkbox"/> Hepatitis A	\$ _____
<input type="checkbox"/> Other (_____)	\$ _____
<input type="checkbox"/> Other (_____)	\$ _____

*Price includes vaccine and administration.

- UPON SIGNATURE BY BOTH PARTIES, Email Completed sheet to: rsc.implement@walgreens.com by following these steps:
- 1) Open Email, Go to Pharmacy Management in Intercom Plus
 - 2) Go to Phone>Fax Create
 - 3) Scan Documents
 - 4) Click on Preview in PDF Format
 - 5) From the PDF View, Select File>Send>Page by Email
 - 6) Document is ready to send as an attachment

and Accountability Act of 1996 and all applicable federal and state laws and regulations. However, nothing herein will limit either party's use of any aggregated Participant information that does not contain PHI. This paragraph will survive the termination of this Agreement.

5.2 Advertising. Neither party may advertise or use any trademarks, service marks, or symbols of the other party without first receiving the written consent of the party owning the mark and/or symbol with the following exceptions: Group may use the name and the addresses of Walgreens' locations in materials to inform Participants and the general public that Walgreens provides Covered Vaccine Services. Any other reference to Walgreens in any Group materials must be pre-approved, in writing, by Walgreens.

5.3 Force Majeure. The performance by either party hereunder will be excused to the extent of circumstances beyond such party's reasonable control, such as flood, tornado, earthquake, or other natural disaster, epidemic, war, material destruction of facilities, fire, acts of terrorism, acts of God, etc. In such event, the parties will use their best efforts to resume performance as soon as reasonably possible under the circumstances giving rise to the party's failure to perform.

5.4 Compliance. The parties will comply with all applicable laws, rules, and regulations for each jurisdiction in which Covered Services are provided under this Agreement. Each party will cooperate with reasonable requests by the other party for information that is needed for its compliance with applicable laws, rules, and/or regulations.

5.5 Notices. All notices provided for herein must be in writing sent by U.S. certified mail, return receipt requested, postage prepaid, or by overnight delivery service providing proof of receipt to the address set forth following the signature blocks below. Notices will be deemed delivered upon receipt or upon refusal to accept delivery.

5.6 Entire Agreement. This Agreement, which includes any and all attachments, exhibits, riders, and other documents referenced herein, constitutes the entire and full agreement between the parties hereto and supersedes any previous contract and no changes, amendments, or alterations will be effective unless reduced to a writing signed by a representative of each party. Any prior agreements, documents, understandings, or representations relating to the subject matter of this Agreement not expressly set forth herein or referred to or incorporated herein by reference are of no force or effect.

RECEIVED
SEP 22 2015
Finance

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

Stevia M. Edwards
Finance Director
10/5/14



September 25, 2015

Ms. Teresa Harris
Warren County Public Utilities
712 Hwy 158 Business West
Warrenton, NC 27589

Re: Hardware Maintenance Agreement – WARRENCO-1507-HM

Dear Teresa:

Hope you are well. I apologize for the delay in getting this updated Agreement to you.

Please find enclosed two originals of the Hardware Maintenance Agreement for your review and execution. Please ask Linda to sign and return one original to me at her earliest convenience.

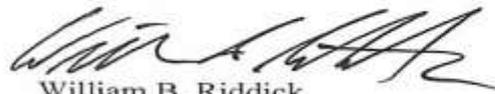
Again, all of us at CSP are grateful for our new business alliance with Warren County Public Utilities. We look forward to working with you.

Note there are three ways you can request service from CSP:

- (1) Call (919) 424-2020
- (2) Complete our Service Request Form at www.cspinc.com/service-request
(This is our preferred method.)
- (3) Send an email to service@cspsc.com

Meanwhile, if I can ever be of service, please contact me any time at (919) 424-2010 or briddick@cspsc.com.

Sincerely,



William B. Riddick
President

RECEIVED

SEP 30 2015

Meeting Date: October 5, 2015

Item # 16-B

SUBJECT: County Manager's Reports

REQUESTED BY: Linda T. Worth, Warren County Manager

SUMMARY: County Manager's Report of activities for October 2015 is presented for the Board's review and approval.

FUNDING SOURCE: N/A

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of the County Manager's report of activities for the month of October, 2015.

NOTES:

RE: October 2015 Status Report

Following is a recap of my work activities for the month of October 2015:

Administration

- Prepared for and attended Board of Commissioners Regular Meeting (10/5/15)
- Met with C. Alston-Kearney to discuss Ephraim Place CDBG Project (10/7/15)
- Participated along with the DSS Director in a NCACC webinar discussing status of FNS application processing for NC (10/8/15)
- Participated in Kerr Tar TCC meeting via conference call (10/8/15)
- Attended JCPC meeting (10/12/15)
- Participated in NACo Community, Economic & Workforce Development Conference Call (10/13/15)
- Prepared for and attended Board of Commissioners Public Hearing and Work Session (10/14/15)
- Prepared for and facilitated bi-monthly Domestic Violence Community Stakeholders' meeting (10/15/15)
- Attended Cardinal Innovations Crisis Services Meeting (10/19/15)
- Prepared for and attended monthly Department Heads' Meeting (10/22/15)
- Participated in Bond Refunding Conference Call with the work group (10/22/15)
- Met with Recreation Sub-Committee including Com. Hunt, D. Williams, Danielle Williams, and C. Boyd (10/26/15)
- Participated in Bond Pricing Conference Call with work group (10/26/15)
- Met with representative from Solex Architecture to discuss Phase I - Buck Spring Architect/Engineering proposal (10/28/15)
- Met with County Attorney to discuss legal matters (10/28/15)
- Attended KTREDC Board Meeting (10/29/15)

Other Activities

- Attended Soil & Water Conservation Annual Ecology Day at Warren County Middle School (10/13/15)
- Participated in Domestic Violence Awareness Candle Light Vigil on Courthouse Square (10/22/15)
- Participated in Annual Employee Service Awards Program (10/28/15)
- Participated in AKA Sorority sponsored Educational Panel Discussion with Students (10/28/15)

Project Updates

Buck Spring Project

The Board of Commissioners selected Solex Architecture, Inc. of Danville, VA as the first choice for Architect for the Phase I - Buck Spring Project, and Major Sanders, AIA, of Greensboro, NC, as the second choice. We have begun negotiations with Solex Architecture to determine if we can agree on a contract price for the project. If we cannot agree, we will move on to the second choice firm.

Simulcast Radio System Upgrade Project – Phase II

TSS Partners is preparing the Request for Proposals for the radio equipment needed to facilitate Phase II of this project. The structural drawings for the Manson Tower upgrade have not yet been completed by Tower Engineering Professionals.

Emergency Services Headquarters Facility

Responses to the Request for Qualifications for Architectural services for the Emergency Services Headquarters facility are due by 5:00 p.m. on 10/28/15. Responses received will be reviewed by the project Selection Committee and the plan is to make a recommendation to the Board of Commissioners at their December 7, 2015 meeting of our first and second choice firms. Staff is also working on the USDA pre-application for funding for the project.

MEMORANDUM

Page 3

October 28, 2015

Ephraim Place CDBG Project

In conjunction with USDA, Mrs. C. Alston-Kearney, Grant Administrator, is working to identify potential home buyers for the three homes we must construct in order to meet the County's obligations for the CDBG grant received through the NC Division of Community Assistance. We are encouraging everyone to refer prospective homebuyers to Ms. Alston-Kearney at Warren Family Institute to determine if Ephraim Place Subdivision may be an option to meet their housing needs.

Golden LEAF Community-Based Grantsmaking Initiative

The Board of Commissioners was updated at their 10/14/15 Work Session on the status of this project. We are recommending the Golden LEAF planning grant be closed out on 12/31/15, and that any remaining funds be returned to Golden LEAF. I am also recommending that staff continue to search for additional financial resources to help move the project forward.

November 2, 2015

Closed Session for discussion of

Attorney Client Privileged Information

(according to NCGS §143-318.11(a)(3))

&

Personnel Matters

(NCGS §143-318.11(a)(6)).

Adjourn

November 2, 2015
Regular Meeting