

***WARREN COUNTY
BOARD OF COMMISSIONERS***

July 11, 2016

5:45 PM – Special Work Session

&

6:00 PM – Regular Meeting

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

PREPARED BY

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

***WARREN COUNTY
BOARD OF COMMISSIONERS***

July 11, 2016

***6:00 PM
Regular Monthly Meeting***

PREPARED BY

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

Special Presentations:

Warren County Finance Office Staff
Certificate of Achievement for Excellence in
Financial Reporting

&

Warren County Economic Development
Commission
NACo 2016 Achievement Award



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

June 23, 2016

Barry Richardson
Chair, Board of County Commissioners
Warren County
602 West Ridgeway Street
Warrenton NC 27589

**Warren County
Finance Office Staff
Certificate of Achievement
For
Excellence in Financial Reporting**

Dear Mr. Richardson:

We are pleased to notify you that your comprehensive annual financial report for the fiscal year ended **June 30, 2015** qualifies for a Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An award for the Certificate of Achievement has been mailed to:

**Gloria M. Edmonds
Finance Director**

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release is enclosed to assist with this effort. In addition, details of recent recipients of the Certificate of Achievement and other information about Certificate Program results are available in the "Awards Program" area of our website, www.gfoa.org.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,
Government Finance Officers Association

Stephen J. Gauthier, Director

Technical Services Center

Warren County Economic Development
Commission
NACo 2016 Achievement Award



The National Association of Counties (“NACo”) is pleased to grant Warren County a 2016 Achievement Award for its program titled “High School Students Participate in first comprehensive Career Day Event” in the category of Community/Economic Development. Congratulations to everyone involved, who were able to help develop this innovative program! Your hard work will yield positive results for Warren County.

As a 2016 Achievement Award winner, your county is cordially invited to the NACo Achievement Awards Luncheon from 12 noon to 2 p.m. on July 24, 2016 at NACo’s 2016 Annual Conference and Exposition in Los Angeles County, California. NACo will list each award winner in the event’s program booklet, and honor the Best of Category winners on stage. To learn more, please visit: www.naco.org/annual.

Thank you for your continued work in local government to promote the betterment of county services and programs!

Sincerely,

Brittany A. Raymond
Public Affairs Coordinator,
National Association of Counties

**Call to Order July 11, 2016
Monthly Meeting
By
Chairman or Designee**

**Agenda Item # 2
Moment of Silence**

**Agenda Item # 3
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.**

Agenda Item # 4

Citizen Comments

Special Guest

Dr. Stelfanie Williams, President
Vance Granville Community College

RULES FOR CITIZEN COMMENTS



Please sign up to speak.

The maximum time allotted to each speaker will be five (5) minutes; Clerk to the Board will keep time.

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

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

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

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

Warren County Board of Commissioners

Meeting Date: July 11, 2016

Agenda Item # 5

SUBJECT: Adopt Suggested Agenda

REQUESTED BY: Clerk / Deputy Clerk to the Board

SUMMARY: None

FUNDING SOURCE: N/A

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

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

NOTES:

**SUGGESTED AGENDA
FOR
July 11, 2016 REGULAR MONTHLY MEETING
OF THE WARREN COUNTY BOARD OF COMMISSIONERS
Armory Civic Center
WARRENTON, NORTH CAROLINA**

*5:45 PM - Special Work Session
⌘
Special Presentations*

1. Call to Order Regular Monthly Meeting – 6:00 pm by Chairman
2. Moment of Silence
3. Conflict of Interest Disclaimer
4. Citizen Comments
5. Adopt July 11, 2016 Suggested Agenda
6. Consent Agenda
 - A. Approve Minutes of:
 - June 13, 2016 Budget Public Hearing
 - June 13, 2016 Regular Monthly Meeting
 - June 22, 2016 Budget Special Meeting
 - B. Interest Income Report – Finance Director Gloria Edmonds
 - C. Tax Collector’s Report – Tax Administrator Starlin Beatty
 - D. Tax Release Requests (Over \$100) – Tax Administrator Starlin Beatty
Tax Release Requests (Under \$100) - “ “ “ “
 - E. Elections Results for June 7, 2016 – Elections Director Debbie Formyduval
 - F. 2017 Holiday Calendar – Clerk to the Board
 - G. Bond Renewal for Tax Collector

7. Amendment # 1 to the FY 2017 Budget Ordinance – Gloria Edmonds, Finance Director
8. Follow-up to Board meetings, consideration of:
 - A. Set Terms & Interest Rate for Warren County Roads Improvement Program
 - B. Prudential 457 Plan as a Voluntary Employee Benefit
 - C. Change Order #1 to Sink Tower Contract for Manson Tower Upgrade – VHF Phase II Radio System Upgrade Project
 - D. Tar River Regional Hazard Mitigation Plan
9. Public Utilities – Macon Robertson, Director
 - A. Amended “Warren County Public Utilities Rules & Regulations”
 - B. Assurance Agreement for Water & Sewer District III, Airport Rd Water Line Replacement
10. FY 2017 Pay Plan & Salary Schedule – Lisa Alston, HR Director
 - A. FY 17 Salary Plan Reporting Form & NC Local Government FY 17 Salary Plan
 - B. Warren County Job Classification Schedules
11. Tax Foreclosure Attorney Agreement
12. Resolution to Declare Surplus Property: 01 Ford F150 Building & Grounds
13. Designate Voting Delegate to 109th NCACC Annual Conference
14. Emergency Services Headquarters Facility Project
 - A. Request to Reconsider Oakley Collier’s Architectural Services Fee Proposal
 - B. Schedule Special Work Session to Discuss Emergency Services HQ Facility Design
15. Request from ABC Commission to Extend Retention of ABC Profits
16. County Manager’s Report
 - A. Contracts Approved in June 2016
 - B. County Manager’s June 2016 Status Report
17. Adjourn July 11, 2016 Board Meeting

Meeting Date: July 11, 2016

Consent Agenda Item # 6A

SUBJECT: Approve Minutes

REQUESTED BY: Clerk to the Board

SUMMARY: Minutes of June 2016 meetings have been provided to the Board for review and are now presented for action:

- June 13, 2016 Budget Public Hearing
- June 13, 2016 Regular Monthly Meeting and
- June 22, 2016 Budget Special Meeting

FUNDING SOURCE: N/A

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

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

NOTES:

Minutes of:

**June 13, 2016 Budget Public Hearing
June 13, 2016 Regular Monthly Meeting and
June 22, 2016 Budget Special Meeting**

**have been provided via e-mail to
Board Members for review.**

Meeting Date: July 11, 2016

Consent Agenda Item # 6B

SUBJECT: Interest Income Report

REQUESTED BY: Gloria Edmonds, Finance Director

SUMMARY: Interest Income Report for the month of May 2016 is submitted for the Board's information.

FUNDING SOURCE: Various Funds

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

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

NOTES:

INTEREST INCOME REPORT
MONTH OF MAY 2016

FUND	MAY INCOME	FISCAL YEAR TO - DATE
General	3,213.01	19,978.43
Revaluation	128.15	731.45
E 911 Telephone System	140.44	814.92
Buck Spring Project	78.93	526.46
Simulcast System Upgrade	113.15	763.87
Regional Water Enterprise Fund	163.79	1,439.19
District 1 Enterprise Fund	340.86	2,006.80
Solid Waste	33.76	273.12
District II Enterprise Fund	322.39	2,179.16
District III Enterprise Fund	100.26	889.97
District III Phase III	1.76	12.62
Emergency Services Headquarters	26.02	200.21
Recreation Complex Phase III	0.41	26.75
	4,662.93	29,842.95

Meeting Date: July 11, 2016

Consent Agenda Item # 6C

SUBJECT: Tax Collector's Report

REQUESTED BY: Starlin Beatty, Tax Administrator

SUMMARY: Tax Collector's Report for the month of May 2016 is presented for the Board's information.

FUNDING SOURCE: Various Funds

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE: G.S. 105-350 Tax Collection Report is supplied for Board's information

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

NOTES:

**Tax Collector's Report
to the Warren County Board of Commissioners
For the Month May 2016**

Current Year Collections

Tax Year	Charge	Collected in May	Collected to Date	Balance Outstanding	Percentage Collected
May 2016 FY16	\$16,412,350	\$103,130	\$15,796,553	\$615,796	96.25
May 2015 FY15	\$16,401,449	\$102,201	\$15,786,174	\$615,325	96.25

Delinquent Collections

2014	\$498,240	\$12,114	\$245,130	\$253,109	49.20
2013	270,467	4,879	81,989	\$188,478	30.31
2012	169,025	2,558	36,506	\$132,519	21.60
2011	120,841	1,355	20,338	\$100,504	16.83
2010	99,598	835	12,681	\$86,917	12.73
2009	89,570	636	10,932	\$78,638	12.20
2008	85,650	824	9,018	\$76,632	10.53
2007	94,910	454	5,475	\$89,434	5.77
2006	98,757	535	3,871	\$94,886	3.92
2005	84,053	49	3,845	\$80,208	4.57
Total Delinquent Years	\$ 1,611,111	\$24,239	\$ 429,785	\$ 1,181,325	

Other May Receipts

County Penalties
Landfill User Fees
Municipalities
Fire District Taxes
Advance Taxes

\$ 12,350	\$ 132,872
\$ 25,362	\$ 1,199,560
\$ 3,757	\$ 648,251
\$ 9,825	\$ 851,705
\$ 8,639	\$ 39,396

MAY GRAND TOTAL

\$ 187,302	\$19,098,122
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Starlin Beatty, Tax Administrator

Starlin L. Beatty, Tax Administrator

6/15/2016

DATE

Meeting Date: July 11, 2016

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 Board approval. 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:

**Request
For
Tax
Releases
Over
\$100**

Over \$100

7/11/2016

Date: _____

ERROR CORRECTION RELEASES:

CAROLINA TELEPHONE	2012 1748 112		51315	\$3,983.36 CHARGED IN ERROR/DOUBLE BILLED
EDWARDS RANDALL L	2015 38395 114	B6B 184	25050	\$902.46 WRONG PARCEL NUMBER ON RECORD
EDWARDS RANDALL L	2015 38395 113	B6B 184	25051	\$160.34 WRONG PARCEL NUMBER ON RECORD
GLEN ROGER J	2009 14964 109	I3B 74	44081	\$7,698.18 CHARGED IN ERROR/DOUBLE BILLED

SUB-TOTAL ERROR CORRECTIONS:

\$12,744.34

**County
Manager
approved
requests
for Tax
Releases
Under
\$100**

Under \$100

7/11/2016

Date:

LDW
6/30/16

ERROR CORRECTION RELEASES:

<u>NAME</u>	<u>Year</u>	<u>ACCT#</u>	<u>MAP #</u>	<u>RECORD</u>	<u>AMOUNT</u>	<u>REASON</u>
CAROLINA TELEPHONE	2012	1748 112		51297	\$83.15	CHARGED IN ERROR/DOUBLE BILLED

SUB-TOTAL ERROR CORRECTIONS:

\$ 83.15

Meeting Date: July 11, 2016

Consent Agenda Item # 6E

SUBJECT: Canvass of June 7, 2016 Election

REQUESTED BY: Debbie Formyduval, Director of Elections
Dr. Merwin Dieckmann, Elections Chairman

SUMMARY: A required report of June 7, 2016 Election is submitted for Board's information.

FUNDING SOURCE:

APPLICABLE STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

NOTES:

Entire 21 paged document has been provided in a separate e-mail.



RECEIVED JUN 15 2016 DP

2016 PRIMARY ELECTION
06/07/2016
ABSTRACT OF VOTES
FOR
WARREN COUNTY, NORTH CAROLINA

INSTRUCTIONS

The county board shall prepare abstracts of all the ballot items in triplicate originals. The county board shall retain one of the triplicate originals, and shall distribute one each to the clerk of superior court for the county and the State Board of Elections. The State Board of Elections shall forward the original abstract it receives to the Secretary of State (GS 5 163-182.6)

**STATE OF NORTH CAROLINA
COUNTY OF WARREN**

The County Board of Elections for said county, having opened, canvassed, and judicially determined the original returns of the election in the precincts in this county, held as above stated, do hereby certify that the above is a true abstract thereof, and contains the number of legal ballots cast in each precinct for each office or referendum named, the name of each person or choice voted for, their party affiliation (where applicable), and the number of votes cast for each person or choice for the item named.

This is the 14th day of June, 2016.

Merwin R. Dieckman
Chairman
[Signature]
Secretary
[Signature]
Member

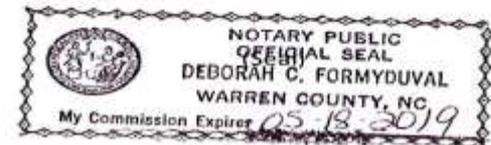
This day personally appeared before me, Merwin R. Dieckman Chairman of the County Board of Elections, who being duly sworn, says the abstract of votes herein contained is true and correct, according to the returns made to said Board.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this the 14th day of June, 2016.

Deborah C. Formyduval
Official Signature of Notary Public

Deborah C. Formyduval
Printed/Typed Name of Notary Public

My Commission Expires: 05-18-2019



Meeting Date: July 11, 2016

Consent Agenda Item # 6F

SUBJECT: 2017 Holiday Calendar

REQUESTED BY: Clerk to the Board

SUMMARY: 2017 Holiday Calendar is presented for Board's review and action (attached).

FUNDING SOURCE:

APPLICABLE STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of 2017 Holiday Calendar as presented.

NOTES:

Warren County 2017 Holiday Schedule



Holiday	Observance	Day of Week
	January 2 nd	Monday
ML King Jr. Birthday	January 16 th	Monday
Good Friday	April 14 th	Friday
Memorial Day	May 29 th	Monday
Independence Day	July 4 th 	Tuesday
Labor Day	September 4 th	Monday
Veteran's Day	November 10 th	Friday
Thanksgiving	November 23 rd & 24 th	Thursday & Friday
Christmas 	December 25 th , 26 th & 27 th	Monday, Tuesday & Wednesday

This schedule is identical to the State's Holiday schedule.

Meeting Date: July 11, 2016

Consent Agenda Item # 6G

SUBJECT: Bond Renewal - Tax Collector

REQUESTED BY: Starlin Beatty, Tax Collector

SUMMARY: Annual Tax Collector's Bond is presented for Board of Commissioners' consideration. Effective July 10, 2016 to July 10, 2017 at \$200 annual premium, \$20,000 coverage.

FUNDING SOURCE: General Fund - Tax Collector's Departmental Budget

APPLICABLE STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of the Tax Collector's Bond renewal for the period 7/10/16 thru 7/10/17 at an annual premium of \$200 for \$20,000 coverage.

NOTES:

NOTICE OF PREMIUM DUE

104144-545300

Starline L Beech / yours

WARREN COUNTY TAX COLLECTOR
602 W RIDGEWAY STREET
WARRENTON, NC 27589

CNA SURETY

Phone: 1-888-866-2666
Fax: 1-605-335-0357
Email: uwservices@cnaSurety.com
Company#: 0601
Bond/Policy#: 61400488
Billing Date: 05/06/2016
Due Date: 07/10/2016

Premium: \$200.00

RECEIVED

RECEIVED MAY 13 2016

Amount Due: \$200.00

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#: 61400488
Effective Date: 07/10/2016 Anniversary Date: 07/10/2017
Bond amount: \$20,000.00
Name: WARREN COUNTY TAX COLLECTOR
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

RECEIVED
Finance

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: \$200.00

CNA Surety

Company#: 0601
Bond/Policy#: 61400488 Effective Date: 07/10/2016
Name: WARREN COUNTY TAX COLLECTOR
Description: NC P.E. POSITION SCHEDULE (1)
Written By: WESTERN SURETY COMPANY
Agency Code: 32-02393 Warrenton Insurance

Make Check Payable To CNA Surety

Check here if changes needed and explain below.

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

Meeting Date: July 11, 2016

Agenda Item # 7

SUBJECT: Finance Office

REQUESTED BY: Finance Director Gloria Edmonds

SUMMARY: Amendment # 1 to the FY 2016-17 Warren County Budget Ordinance.

FUNDING SOURCE: Various

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of Amendment #1 to the FY 17 Warren County Budget Ordinance as requested by the Finance Director.

NOTES:

AMENDMENT TO THE WARREN COUNTY BUDGET ORDINANCE

2015/2016

Amendment No. 1

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

Increase/(Decrease) Appropriations:

Emergency Services	\$	61
Emergency Medical Services		804
Health Department		4,591
Code Enforcement		335
Planning		232
County Commissioners		202
County Manager		404
Human Resources		404
County Attorney		202
Finance Office		369
Information Technology		111
Sheriff's Office		258
Total	\$	7,973

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

Increase/(Decrease) Revenues:

Fund Balance Appropriated	\$	7,973
Total	\$	7,973

This amendment:

- appropriates funds to various departments for parking lot upgrades. This project was budgeted in FY 16, however, due to weather conditions, the project did not begin prior to June 30, 2016 and therefore needs to be rebudgeted in the FY 17 budget.

Funding Source: Fund Balance Appropriated

Respectfully Submitted 07/11/2016

Gloria M. Edmonds

Gloria M. Edmonds, Finance Director

Meeting Date: July 11, 2016

Agenda Item # 8-A

SUBJECT: Follow-up to Board Work Session

REQUESTED BY: Linda T. Worth, Warren County Manager

SUMMARY: Terms and Interest Rate for Warren County Roads Improvement Program was discussed during June 15, 2016 Board Work Session and is now presented for Board's action. See attached Financing Comparison Chart.

FUNDING SOURCE: General Fund

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

NOTES:

FINANCE COMPARISON ROAD IMPROVEMENTS

Amount to Finance	Years Financed	Estimated Interest Rate	Payment Frequency	No. Payments	Estimated Annual Payments	Interest Paid
\$ 100,000	25	8%	annual	25	\$ 9,367.88	\$ 130,174.82
\$ 100,000	25	6%	annual	25	\$ 7,822.67	\$ 92,550.13
\$ 100,000	25	4%	annual	25	\$ 6,401.20	\$ 58,018.85
\$ 100,000	25	2%	annual	25	\$ 5,122.04	\$ 27,045.53
\$ 100,000	20	8%	annual	20	\$ 10,185.22	\$ 99,748.82
\$ 100,000	20	6%	annual	20	\$ 8,718.46	\$ 71,402.48
\$ 100,000	20	4%	annual	20	\$ 7,358.18	\$ 45,185.77
\$ 100,000	20	2%	annual	20	\$ 6,115.67	\$ 21,324.58
\$ 100,000	10	8%	annual	10	\$ 14,902.95	\$ 45,073.92
\$ 100,000	10	6%	annual	10	\$ 13,586.80	\$ 32,901.28
\$ 100,000	10	4%	annual	10	\$ 12,329.09	\$ 21,313.13
\$ 100,000	10	2%	annual	10	\$ 11,132.65	\$ 10,337.65

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2015

SESSION LAW 2015-121
SENATE BILL 284

AN ACT TO EXTEND THE SUNSET PROVISION ON THE AUTHORITY GRANTED TO COUNTIES AND CITIES TO USE SPECIAL ASSESSMENTS TO ADDRESS CRITICAL INFRASTRUCTURE NEEDS AND TO SHORTEN THE NUMBER OF ANNUAL INSTALLMENTS.

The General Assembly of North Carolina enacts:

SECTION 1. G.S. 153A-210.1 reads as rewritten:

"§ 153A-210.1. Purpose; sunset.

(a) Purpose. – This Article enables counties that face increased demands for infrastructure improvements as a result of rapid growth and development to issue revenue bonds payable from special assessments imposed under this Article on benefited property. This Article supplements the authority counties have in Article 9 of this Chapter. The provisions of Article 9 of this Chapter apply to this Article, to the extent they do not conflict with this Article.

(a1) Purpose of Dam Repair. – The General Assembly finds that dam repair is a public purpose promoting flood control and public safety.

(b) Sunset. – This Article expires ~~July 1, 2015~~, July 1, 2020. For projects authorized in G.S. 153A-210.2(a1), this Article expires July 1, 2019. The expiration does not affect the validity of assessments imposed or bonds issued or authorized under the provisions of this Article prior to the effective date of the expiration."

SECTION 2. G.S. 160A-239.1 reads as rewritten:

"§ 160A-239.1. Purpose; sunset.

(a) Purpose. – This Article enables cities that face increased demands for infrastructure improvements as a result of rapid growth and development to issue revenue bonds payable from special assessments imposed under this Article on benefited property. This Article supplements the authority cities have in Article 10 of this Chapter. The provisions of Article 10 of this Chapter apply to this Article, to the extent they do not conflict with this Article.

(b) Sunset. – This Article expires ~~July 1, 2015~~, July 1, 2020. The expiration does not affect the validity of assessments imposed or bonds issued or authorized under the provisions of this Article prior to the effective date of the expiration."

SECTION 3. G.S. 153A-210.5 reads as rewritten:

"§ 153A-210.5. Payment of assessments by installments.

An assessment imposed under this Article is payable in annual installments. The board of commissioners must set the number of annual installments, which may not be more than ~~30~~,25. The installments are due on the date that property taxes are due."

SECTION 4. G.S. 160A-239.5 reads as rewritten:

"§ 160A-239.5. Payment of assessments by installments.

An assessment imposed under this Article is payable in annual installments. The city council must set the number of annual installments, which may not be more than ~~30~~,25. The installments are due on the date that property taxes are due."

Terms &
Interest Rate
for Warren
County Roads
Improvement
Program

Page 2 of 7

SECTION 5. This act becomes effective June 30, 2015, and applies to assessments made on or after July 1, 2015.

In the General Assembly read three times and ratified this the 25th day of June, 2015.

s/ Philip E. Berger
President Pro Tempore of the Senate

s/ Tim Moore
Speaker of the House of Representatives

s/ Pat McCrory
Governor

Approved 4:00 p.m. this 29th day of June, 2015

§ 153A-200. Enforcement of assessments; interest; foreclosure; limitations.

(a) Any portion of an assessment that is not paid within 30 days after the day that notice of confirmation of the assessment roll is published shall, until paid, bear interest at a rate to be fixed in the assessment resolution. The maximum rate at which interest may be set is eight percent (8%) per annum.

(b) If an installment of an assessment is not paid on or before the due date, all of the installments remaining unpaid immediately become due, unless the board of commissioners waives acceleration. The board may waive acceleration and permit the property owner to pay all installments in arrears together with interest due thereon and the cost to the county of attempting to obtain payment. If this is done, any remaining installments shall be reinstated so that they fall due as if there had been no default. The board may waive acceleration and reinstate further installments at any time before foreclosure proceedings have been instituted.

(c) A county may foreclose assessment liens under any procedure provided by law for the foreclosure of property tax liens, except that (i) lien sales and lien sale certificates are not required and (ii) foreclosure may be begun at any time after 30 days after the due date. The county is not entitled to a deficiency judgment in an action to foreclose an assessment lien. The lien of special assessments is inferior to all prior and subsequent liens for State, local, and federal taxes, and superior to all other liens.

(d) No county may maintain an action or proceeding to foreclose any special assessment lien unless the action or proceeding is begun within 10 years from the date that the assessment or the earliest installment thereof included in the action or proceeding became due. Acceleration of installments under subsection (b) of this section does not have the effect of shortening the time within which foreclosure may be begun; in that event the statute of limitations continues to run as to each installment as if acceleration had not occurred. (1963, c. 985, s. 1; 1965, c. 714; 1973, c. 822, s. 1.)

Article 9A.

Special Assessments for Critical Infrastructure Needs.

§ 153A-210.1. (Article has an expiration date - see note) Purpose; sunset.

(a) Purpose. - This Article enables counties that face increased demands for infrastructure improvements as a result of rapid growth and development to issue revenue bonds payable from special assessments imposed under this Article on benefited property. This Article supplements the authority counties have in Article 9 of this Chapter. The provisions of Article 9 of this Chapter apply to this Article, to the extent they do not conflict with this Article.

(a1) Purpose of Dam Repair. - The General Assembly finds that dam repair is a public purpose promoting flood control and public safety.

(b) Sunset. - This Article expires July 1, 2015. For projects authorized in G.S. 153A-210.2 (a1), this Article expires July 1, 2019. The expiration does not affect the validity of assessments imposed or bonds issued or authorized under the provisions of this Article prior to the effective date of the expiration. (2008-165, s. 2; 2013-371, ss. 1(a), 3; 2014-89, ss. 1, 2.)

§ 153A-210.2. (Article has an expiration date - see note) Assessments.

(a) Projects. - The board of commissioners of a county may make special assessments as provided in this Article against benefited property within the county for the purpose of financing the capital costs of projects for which project development financing debt instruments may be issued under G.S. 159-103 or for the purpose of financing the installation of distributed generation renewable energy sources or energy efficiency improvements that are permanently fixed to residential, commercial, industrial, or other real property.

(a1) Dam Repair Project. - The board of commissioners of a county may make special assessments as provided in this Article against property that is contiguous to a lake, and benefits from access to the same lake, for the purpose of repairing the dam of that lake. The provisions of this subsection only apply to a privately owned dam formerly used for textile mill purposes, forming a lake between 225 and 325 acres in area.

(b) Costs. - The board of commissioners must determine a project's total estimated cost. In addition to the costs allowed under G.S. 153A-193, the costs may include any expenses allowed under G.S. 159-84. A preliminary assessment roll may be prepared before the costs are incurred based on the estimated cost of the project.

(c) Method. - The board of commissioners must establish an assessment method that will most accurately assess each lot or parcel of land subject to the assessments according to the benefits conferred upon it by the project for which the assessment is made. In addition to other bases upon which assessments may be made under G.S. 153A-186, the board may select any other method designed to allocate the costs in accordance with benefits conferred. In doing so, the board may provide that the benefits conferred are measured on the basis of use being made on the lot or parcel of land and provide for adjustments of assessments upon a change in use, provided that the total amount of all assessments is sufficient to pay the costs of the project after the adjustments have been made. (2008-165, s. 2; 2008-187, s. 47.5(a); 2009-525, s. 1(a); 2013-371, ss. 1(b), 3; 2014-89, s. 3.)

§ 153A-210.3. (Expires July 1, 2015) Petition required.

(a) Petition. - The board of commissioners may not impose a special assessment under this Article unless it receives a petition for the project to be financed by the assessment signed by (i) at least a majority of the owners of real property to be assessed and (ii) owners who represent at least sixty-six percent (66%) of the assessed value of all real property to be assessed. For purposes of determining whether the petition has been signed by a majority of owners, an owner who holds title to a parcel of real property alone shall be treated as having one vote each, and an owner who shares title to a parcel of real property with one or more other owners shall have a vote equal to one vote multiplied by a fraction, the numerator of which is one, and the denominator of which is the total number of owners of the parcel. For purposes of determining whether the assessed value represented by those signing the petition constitutes at least sixty-six percent (66%) of the assessed value of all real property to be assessed, an owner who holds title to a parcel of real property alone shall have the full assessed value of the parcel included in the calculation, and an owner who shares title to a parcel of real property with one or more other owners shall have their proportionate share of the full assessed value of the parcel included in the calculation. The petition must include the following:

- (1) A statement of the project proposed to be financed in whole or in part by the imposition of an assessment under this Article.
- (2) An estimate of the cost of the project.
- (3) An estimate of the portion of the cost of the project to be assessed.

(b) **Petition Withdrawn.** - The board of commissioners must wait at least 10 days after the public hearing on the preliminary assessment resolution before adopting a final assessment resolution. A petition submitted under subsection (a) of this section may be withdrawn if notice of petition withdrawal is given in writing to the board signed by at least a majority of the owners who signed the petition submitted under subsection (a) of this section representing at least fifty percent (50%) of the assessed value of all real property to be assessed. The board may not adopt a final assessment resolution if it receives a timely notice of petition withdrawal.

(c) **Validity of Assessment.** - No right of action or defense asserting the invalidity of an assessment on grounds that the county did not comply with this section may be asserted except in an action or proceeding begun within 90 days after publication of the notice of adoption of the preliminary assessment resolution. (2008-165, s. 2; 2013-371, ss. 1(c), 3.)

§ 153A-210.4. (Expires July 1, 2015) Financing a project for which an assessment is imposed.

(a) **Financing Sources.** - A board of commissioners may provide for the payment of the cost of a project for which an assessment may be imposed under this Article from one or more of the financing sources listed in this subsection. The assessment resolution must include the estimated cost of the project and the amount of the cost to be derived from each respective financing source.

- (1) Revenue bonds issued under G.S. 153A-210.6.
- (2) Project development financing debt instruments issued under the North Carolina Project Development Financing Act, Article 6 of Chapter 159 of the General Statutes.
- (3) General obligation bonds issued under the Local Government Bond Act, Article 4 of Chapter 159 of the General Statutes.
- (4) General revenues.

(b) **Assessments Pledged.** - An assessment imposed under this Article may be pledged to secure revenue bonds under G.S. 153A-210.6 or as additional security for a project development financing debt instrument under G.S. 159-111. If an assessment imposed under this Article is pledged to secure financing, the board of commissioners must covenant to enforce the payment of the assessments. (2008-165, s. 2; 2009-525, s. 1(b); 2013-371, s. 3.)

§ 153A-210.5. (Expires July 1, 2015) Payment of assessments by installments.

An assessment imposed under this Article is payable in annual installments. The board of commissioners must set the number of annual installments, which may not be more than 30. The installments are due on the date that property taxes are due. (2008-165, s. 2; 2013-371, s. 3.)

§ 153A-210.6. (Expires July 1, 2015) Revenue bonds.

(a) **Authorization.** - A board of commissioners that imposes an assessment under this Article may issue revenue bonds under Article 5 of Chapter 159 of the General Statutes to finance the project for which the assessment is imposed and use the proceeds of the assessment imposed as revenues pertaining to the project.

(b) **Modifications.** - This Article specifically modifies the authority of a county to issue revenue bonds under Article 5 of Chapter 159 of the General Statutes by extending the authority in that Article to include a project for which an assessment may be imposed under this Article. In applying the provisions of Article 5, the following definitions apply:

- (1) **Revenue bond project.** - Defined in G.S. 159-81(3). The term includes projects for which an assessment is imposed under this Article.

- (2) Revenues. - Defined in G.S. 159-81(4). The term includes assessments imposed under this Article to finance a project allowed under this Article. (2008-165, s. 2; 2013-371, s. 3.)

§ 153A-210.7. (Expires July 1, 2015) Project implementation.

A county may act directly, through one or more contracts with other public agencies, through one or more contracts with private agencies, or by any combination thereof to implement the project financed in whole or in part by the imposition of an assessment imposed under this Article. If no more than twenty-five percent (25%) of the estimated cost of a project is to be funded from the proceeds of general obligation bonds or general revenue, a private agency that enters into a contract with a county for the implementation of all or part of the project is subject to the provisions of Article 8 of Chapter 143 of the General Statutes only to the extent specified in the contract. In the event any contract relating to construction a substantial portion of which is to be performed on publicly owned property is excluded from the provisions of Article 8 of Chapter 143, the county or any trustee or fiduciary responsible for disbursing funds shall obtain certification acceptable to the county in the amount due for work done or materials supplied for which payment will be paid from such disbursement. If the county or any trustee or fiduciary responsible for disbursing funds receives notice of a claim from any person who would be entitled to a mechanic's or materialman's lien but for the fact that the claim relates to work performed on or supplies provided to publicly owned property, then either no disbursement of funds may be made until the county, trustee, or fiduciary receives satisfactory proof of resolution of the claim or funds in the amount of the claim shall be set aside for payment thereof upon resolution of the claim. (2009-525, s. 1(c); 2013-371, s. 3.)

Meeting Date: July 11, 2016

Agenda Item # 8-B

SUBJECT: Follow-up to Board Work Session

REQUESTED BY: Lisa Alston, Director – Human Resources

SUMMARY: Consideration of adding Prudential 457 Plan as a voluntary employee benefit was discussed during June 15, 2016 Board Work Session and is now presented for Board’s action.

FUNDING SOURCE: N/A

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval to offer the Prudential 457 Plan as a voluntary employee benefit for Warren County employees.

NOTES:

Offer your employees a chance for a more financially secure retirement with the NC 457 Plan.

The NC 457 Plan is sponsored by the state of North Carolina and is available **ONLY** to North Carolina public employees. As a public employer in the state of North Carolina, you have the ability to offer your employees this unique Plan.

You can offer the NC 457 Plan, even if you have an existing 457 plan in place from another provider.

You have the flexibility of several options:

1. **Terminate other 457 plan(s) and move employees to the new NC 457 option**, giving them the ability to consolidate their assets in the NC 457 Plan.
2. **Suspend active participation in other 457 plan(s)**, allowing employees to keep their existing investments working for them.
3. **Keep your other existing 457 plan(s) active**, while still allowing the option of the NC 457 Plan.

About the NC 457 Plan

- **Automatic pre-tax, and Roth after-tax, payroll deductions.** Contributions to the Plan come out of members' gross pay automatically, helping them save regularly and conveniently.
- **Catch-up contributions.** "Pre-retirement" and "over 50" catch-up contributions, which can be made over the course of the year, are great opportunities for members to make up for lost time or bridge any gaps in retirement income.
- **Multiple custom investment choices.** Custom-developed and competitively priced investment options* include stable value, fixed-income, inflation protection, large-cap, small/mid-cap, international, global, and inflation responsive to meet any investing goal.
- **Investing made easy with GoalMaker®** This optional, no-additional-cost asset allocation program guides members to an investment mix based on their age and risk tolerance.
- **Rollovers allowed.** The NC 457 allows for rollovers from other qualified plans from previous employers.
- **The ability to take loans.** If necessary, members can access their savings through loans or hardship withdrawals.
- **Access to their money.** If a member terminates employment (or retires), he or she can withdraw their NC 457 Plan account balance at any age without early withdrawal penalties.
- **Flexible distribution options.** When it comes time to put those savings to work, the Plan offers a variety of ways to withdraw savings so members can choose the method that best meets their needs.
- **Online account access and helpful retirement planning tools.** In addition to 24/7 access, members can tap into a host of retirement articles, interactive calculators, and online tutorials to help educate them on a disciplined approach for saving for retirement.

*2013 Defined Contribution Benchmarking Report For North Carolina Retirement Systems.

The NC 457 Plan is a win for you and for your employees. Here's why:

Employer Benefits

Dedicated Board of Trustees oversight
For example: audits, investment review, and due diligence

Simplified Plan administration and remittance process
Single recordkeeping vendor

Consolidated assistance
Regional Retirement Education Managers and Account Executives handle both the NC 401(k) and the NC 457 Plans

Benefits for Both

One-on-one assistance
Regional Retirement Education Manager support

No cost to add the Plan

No increase to the number of Plan administrators
Simplified Plan/account management

Award-winning Plan communications
Member education

Member Benefits

Flexible contributions
Accommodates pre-tax and Roth after-tax contributions

Combined quarterly statements
Single statement for both Plans

A comprehensive Annual Benefits Statement
Includes all NC public retirement plans, Social Security, and outside assets

Competitive Plan fees



It's easy to add the NC 457 Plan. Prudential Retirement®, the recordkeeper for the Plan, is positioned to be your partner.

Whether you decide to offer the NC 457 as a stand-alone Plan, or add it to your existing plan lineup, our experienced professionals are prepared to provide as much assistance as you'd like to ensure a smooth implementation and/or transition process. We make it simple by helping you:

- Understand Plan provisions
- Gather all necessary Plan documentation
- Review options for your current 457 plan(s)
- Iron out payroll processing details
- Accurately handle records conversion and asset transfer
- Navigate legal contracts
- Plan and develop member communications
- Obtain governing board approval, if necessary
- Create a transition timeline and review the milestones

Important points to consider when deciding to offer or switch to the NC 457 Plan:

- Would my employees appreciate having the additional opportunity to save for their retirement?
- Would my employees like to take advantage of both pre-tax savings, along with Roth after-tax savings?
- Would this Plan help me to attract and retain talent?
- Is there a cost-savings opportunity involved in adding the NC 457 Plan?
- Is there a cost-savings opportunity for replacing existing plans?
- Would adding this Plan simplify overall plan administration and retirement education?
- Would my employees appreciate having the ability to access one website for both the NC 401(k) Plan and the NC 457 Plan?
- Would there be any increased efficiencies, perhaps involving payroll or informational meetings?

Learn more about the advantages of adding the NC 457 Plan to your benefits offering!

Contact your **Retirement Education Counselor** directly or visit NCPlans.prudential.com.

Experience the ease of implementation and enjoy expert Plan oversight, simplified administration, and increased cost savings, all while improving the overall retirement savings experience for your employees with award winning education and enrollment programs. It's a win-win decision you won't regret making.

PRUDENTIAL RETIREMENT

North Carolina Total Retirement Plans and the North Carolina Total Retirement Plans logo are service marks of the North Carolina Department of State Treasurer. Rollover assets may be assessed fees or other surrender charges. Please contact current account provider for this information.

Neither Prudential Financial nor any of its representatives are tax or legal advisors and encourage you to consult your individual legal or tax advisor with any specific questions.

Amounts withdrawn before age 59½ may be subject to a 10% federal income tax penalty, applicable taxes and plan restrictions. Withdrawals are taxed at ordinary income tax rates.

Please keep in mind that it is possible to lose money by investing in securities. Application of asset allocation and diversification concepts does not ensure safety of principal.

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Meeting Date: July 11, 2016

Agenda Item # 8-C

SUBJECT: Simulcast Radio System Upgrades Project – Phase II

REQUESTED BY: Linda T. Worth, County Manager

SUMMARY: During May 2nd regular meeting and June 22nd Budget Special Meeting, the Board approved certain actions regarding Simulcast Radio System Upgrades Project – Phase II. Change Order #1 to Sink Tower Erection Co., Inc. contract for Manson Tower Upgrade is presented for Board's review and action. The Change Order is necessitated by the State Highway Patrol requesting additional clearance around a guy wire to be added to the SHP Manson Radio Tower. The contract amount of \$127,600 will be increased by \$7,000 for a revised contract price of \$134,600. Authorize Chairman Richardson to sign same.

FUNDING SOURCE: Simulcast Radio System Upgrades Project – Phase II Capital Project Budget

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of Change Order #1 to the Sink Tower Erection Co., Inc. contract for Manson Tower Upgrade resulting in a revised contract price of \$134,600. Authorize Chairman Richardson to sign the Change Order. Funding Source: Simulcast Radio System Upgrades Project – Phase II Capital Project Budget

NOTES:

July 5th, 2016

Warren County Board of Commissioners,
602 W. Ridgeway Street,
Warrenton, NC. 27589

RE: Change Order for Manson tower upgrade.

Dear Board of County Commissioners,

The State Highway Patrol (SHP) approved the use of the Manson VIPER tower to implement the VHF Phase II Radio upgrade program. The agreement with the SHP required the County to fund the cost of the upgrade.

The upgrade solution was based on adding guy wires to the Manson tower. The guy wires required the use of Department of Corrections (DOC) property adjacent to the tower. On January 7, 2016, the DOC granted approval to the SHP to use the adjacent property. Since one of the guy wires must be located in the woods, the DOC granted SHP approval to remove all vegetation along a 30 feet wide strip running parallel to the guy wires.

On June 15, 2016, Warren County formally signed a Contract with Sink Tower for \$127,600 to upgrade the Manson VIPER tower to comply with the latest tower loading code.

At the Kick-Off meeting for the Manson tower upgrade on June 29th, 2016, the SHP requested that the vegetation clearance for the guy wire located in the woods be extended to 120 feet. The SHP are concerned that the impact of ice and wind during inclement weather could topple the tower if the guy wire in the woods is damaged. On July, 1, 2016 the DOC approved the SHP request to extend the clearance in the woods to 120 feet.

The cost proposal from Sink Tower to extend the clearance in the woods to 120 feet is \$7,000. During the bid process the next closest bidder's price was \$156,000 for the original requirements.

I respectfully recommended that the Warren County Board of Commissioners approve the attached Change Order #1 to the Sink tower contract in the amount of \$7,000.00.

Sincerely,

Frank Marum
Partner, TSS Partners
Phone 919 601 4697 email: frank.m@tsspartners.com

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Sink Tower Contract for Manson Tower Upgrade Change Order #1

Background

The State Highway Patrol (SHP) approved the use of the Manson VIPER tower to implement the VHF Phase II Radio System upgrade program. The agreement with the Highway Patrol required Warren County to fund the upgrade cost of the Manson tower to comply with the latest tower loading code.

Original Contract

Invitation to Bids for the Manson tower upgrade was issued on February 10, 2016 and three (3) bids were received. On April 4, 2016, Warren County Commissioners awarded the bid to Sink Tower. On June 15, 2016, the County signed a Contract with Sink Tower. The completion date for the scope of work is September 15, 2016.

Original Contract Value

The original contract value was \$127,600.

Tower Upgrade Solution

The upgrade solution was based on adding guy wires to the Manson tower. The guy wires required the use of Department of Corrections (DOC) property adjacent to the tower. On January 7, 2016, the DOC granted approval to the SHP to use the adjacent property. Since one of the guy wires must be located in the woods, the DOC granted SHP approval to remove all vegetation along a 30 feet wide strip running parallel to the guy wires.

Change Order Request

At the Kick-Off meeting for the Manson tower upgrade on June 29th, 2016, the SHP requested that the vegetation clearance for the guy wire located in the woods be extended to 120 feet. The SHP are concerned that the impact of ice and wind during inclement weather could topple the tower if the guy wire in the woods is damaged. On July, 1, 2016 the DOC approved the SHP request to extend the clearance in the woods to 120 feet.

Value of the Change Order

The cost proposal from Sink Tower to extend the clearance in the woods to 120 feet is \$7,000. During the bid process the next closest bidder's price was \$156,000 for the original requirements.

Schedule for the Change Order

There will be no change to the completion date of the original Contract assuming Sink tower is granted approval to proceed by July 13, 2016. Payment is due for the Change Order when the vegetation clearance is complete. The payment terms are unchanged for the original contract.

IN WITNESS WHEREOF, the undersigned parties have executed this Change Order as of the date below.

SINK TOWER

BY: _____
Kathy Sink, Vice President
Sink Tower

Date

Witness: _____

WARREN COUNTY, NC

BY: _____
Barry Richardson, Chairman
Warren County Board of Commissioners

Date

ATTEST: _____
Angelena Kearney-Dunlap, Clerk

Sink Tower Erection Co., Inc.

183 Bradley Tysinger Road
Lexington, NC 27295

Phone (336) 784-6867
Fax (336) 784-6967
sinktower@aol.com

June 30, 2016

Frank Marum
TSS Partners

RE: MANSON TOWER UPGRADE PROJECT
WARREN COUNTY, NC

This letter is in reference to the above named project and the need for an additional scope of work in order to complete the project. Please accept the following:

ADDITIONAL CLEARING FOR SINGLE GUY PATH

\$7,000.00

- Labor and additional equipment cost to clear cut an additional width for accurate guy wire clearance (100' deep by 120' wide)
- Brush/limbs and all large trees and stumps will be removed from site

The customer is to supply good access to the site and room for removal of the material. The customer is also responsible for any permits, licenses and additional material to be removed/installed and not outlined in this quote.

Labor pricing is being supplied based on the information contained in the documents provided by the customer and is subject to revision upon verification of existing site conditions and/or equipment and material requirements. Please review for accuracy and let me know if any questions.

Sincerely,
Kathy P. Sink
Vice President

Meeting Date: July 11, 2016

Agenda Item # 8-D

SUBJECT: Follow-up to Special Work Session

REQUESTED BY: Dennis Paschall, EM Director

SUMMARY: Having held a Special Work Session on Monday, July 11th at 5:45 pm to discuss proposed Tar River Regional Hazard Mitigation Plan, it is now presented for Board action to consider RESOLUTION TO ADOPT THE TAR RIVER REGIONAL HAZARD MITIGATION PLAN and authorize appropriate signatures on resolution and related documentation.

FUNDING SOURCE: N/A

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

Recommend adoption of Resolution to Adopt the Tar River Regional Hazard Mitigation Plan, and authorize the Chairman and/or other County officials to sign related documentation.

NOTES:

RESOLUTION TO ADOPT THE TAR RIVER REGIONAL HAZARD MITIGATION PLAN

WHEREAS, Warren County is vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, Warren County desires to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a hazard mitigation plan can result in actions that reduce the long-term risk to life and property from natural hazards; and

WHEREAS, it is the intent of Warren County to fulfill its obligation under North Carolina General Statutes, Chapter 166A: North Carolina Emergency Management Act and Section 322: Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive State and federal assistance in the event of a declared disaster affecting Warren County; and

WHEREAS, Warren County, in coordination with Franklin County, Granville County and Vance County, and the participating municipalities within those counties, has prepared a multi-jurisdictional hazard mitigation plan with input from the appropriate local and state officials;

WHEREAS, the North Carolina Division of Emergency Management and the Federal Emergency Management Agency have reviewed the Tar River Regional Hazard Mitigation Plan for legislative compliance and have approved the plan pending the completion of local adoption procedures;

NOW, THEREFORE, BE IT RESOLVED that the County of Warren hereby:

1. Adopt the Tar River Regional Hazard Mitigation plan; and
2. Agrees to take such other official action as may be reasonably necessary to carry out the proposed actions of the Plan.

Adopted this the 11th day of July 2016

Warren County Board of Commissioners
Barry Richardson, Chairman

Meeting Date: July 11, 2016

Agenda Item # 9-A

SUBJECT: Public Utilities

REQUESTED BY: Macon Robertson, Public Utilities Director

SUMMARY: "Warren County Public Utilities Rules & Regulations" as amended to include the new water deposit amount of \$125 are presented for Board's review and adoption. Authorize Chairman Richardson to sign same

FUNDING SOURCE: N/A

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of the amended Warren County Public Utilities Rules & Regulations and authorize Chairman Richardson to sign same.

NOTES:

Warren County Public Utilities
Rules and Regulations

Amended
“Warren County
Public Utilities
Rules &
Regulations”

Page 1 of 4

1. CLASSIFICATION OF SERVICE
 - A. Residential & Churches
 - B. Other (Schools and Commercial users)
2. RATE SCHEDULE AND TAP-ON FEES
 - A. All water rates and tap fees shall be those most recently adopted by the Warren County Board of Commissioners and a schedule of same shall be available upon request at the Warren County Water Office.
 - B. Water service to any separate structure shall require separate metering. A user is defined as house, mobile home, other residence or place of business; and each user must be metered separately.
 - C. Blow-off taps will not be used by customers under any circumstances. All tap fees must be paid.
 - D. Bulk customers may be allowed. Bulk customers will be determined on a case-by-case basis.
3. APPLICATION FOR SERVICE
 - A. Service will be supplied only to those who have paid the tap fee and deposit.
 - B. Application for service shall be made with the Warren County Public Works office.
 - C. Application for service shall be accompanied by a water deposit of \$125.00 or a water/sewer deposit of \$150.00, and an Activation fee of \$25.00 for new accounts and the appropriate tap-fee, if required.
 - D. Deposits are refundable upon termination of service and settlement of all accounts.
 - E. Deposits are non-interest bearing.
 - F. Tap-on fees are non-refundable once taps have been installed and once installed, taps will not be relocated without payment of additional tap fee.
 - G. All customers are required to make deposit with application for service.
 - H. The individual in whose name the account is established shall be responsible for payment of all bills incurred in connection with the service furnished.
 - I. Where the County finds that the request for a deposit refund is questionable, the County may require the refund applicant to produce the deposit receipt properly endorsed.
 - J. The County may reject any application for service if the County cannot provide a service at a standard cost or if said service may affect the supply of water to existing customers, or for any other good and sufficient reasons deemed necessary by the Board of Commissioners.
 - K. The County may reject any application for service when the applicant is delinquent in payment of bills incurred for service previously supplied at any location. When a member of the household has been served water and has not paid for same, the County shall not be required to render service to any other member at said location where the water was used until said water bill has been paid. When all members of the same household move to a new location, service will not be rendered under the name of a different household member until all previous bills have been paid.
 - L. For violation of any of the provisions of these rules relating to application for service, the County may at the expiration of thirty days from the date of mailing a written notice to the last known address of the Consumer, discontinue service. Any applicable fees will be charged for reinstatement of services.
4. INITIAL OR MINIMUM CHARGE
 - A. All customers that signed up for a tap during the early incentive sign up offer and have subsequently received a meter tap during construction, shall have a maximum of 90 days to connect to the County water system, once water is available for use. After this time period has elapsed a \$12.00 monthly charge shall be levied until such time as the connection is made. **Upon connection to the water system, the customer must remain a water user for a period of 12 months before discontinuing water service. Discontinuation of water service prior to 12 months will result in resumption of the \$12.00 monthly charge until such time as connection is restored.**
 - B. The initial or minimum charge, as provided in the rate schedule, shall be made for each meter installed and connected, regardless of location. Each meter requires a separate meter reading sheet, and each meter reading sheet shall cover a separate and individual account.

Amended
“Warren County
Public Utilities
Rules &
Regulations”

Page 2 of 4

C. Water furnished for a given lot shall be used on that lot only. Each consumer's service must be separately metered at a single delivery and metering point. Each commercial unit and each storeroom or stall used for business purposes, shall be metered separately from any residential use and vice versa, whether now in service or to be installed in the future.

5. COUNTY'S RESPONSIBILITY AND LIABILITY

- A. The County shall run a service line from its distribution line to the property line where the distribution line runs immediately adjacent and parallel to the property to be served, and for which a tap-on fee and meter then in effect will be charged. All services and meters shall remain on State right-of-way or County right-of-ways and easements.
- B. The County may install its meter at the property line or at the County's option, on the consumer's property or in a location mutually agreed upon.
- C. When two or more meters are to be installed on the same premises for different consumers they shall be closely grouped and each clearly designated to which consumer it applies.
- D. The County does not assume the responsibility of inspecting the consumer's piping or apparatus and will not be responsible therefore.
- E. The County reserves the right to refuse service unless the consumer's line or piping is installed in such manner as to prevent cross-connections or backflow and multiple hook-ups. **Under no conditions shall cross-connections with the County System be permitted. The County reserves the right to inspect the customer's well or outside water flow apparatus to ensure cross-connections and multiple hookups are not present. Violation of this regulation may be considered tampering with a public water supply, carrying with it a minimum of \$100.00 fine.**
- F. The County shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the consumer's premises, unless such damage results directly from negligence on the part of the County. The County shall not be responsible for any damage done by or resulting from any defect in the piping, fixtures or appliances on the consumers premises. The County shall not be responsible for negligence of third persons or forces beyond the control of the County resulting in any interruption of service.
- G. Under normal conditions of scheduled maintenance, the consumer will be notified of any anticipated interruption of service. Emergency repairs and unscheduled maintenance, may cause service disruption, for which the customer may not be notified.
- H. The County will cut off service to any customer that is past due in payment of the monthly bill or whose pipes are busted from freeze or other damage from the meter through the house if the pipes or lines are not repaired immediately. A service charge of \$25.00 will be charged to cut the water back on.
- I. The County shall not be liable for damages of any kind to household appliances to include refrigerators, ice-makers, hot water heaters as well as hot water furnaces, if service is discontinued for non-payment of bill.
- J. The County shall not be liable for any damages to household appliances to include hot water heaters, icemakers, refrigerators as well as hot water furnaces as a result of water being turned off to make emergency repairs to lines, tanks and pumps after an attempt has been made to notify the customers.

6. CONSUMER'S RESPONSIBILITY

- A. Piping on the consumer's premises must be so arranged that the connections are conveniently located with respect to the County lines or mains.
- B. If the customer's piping on consumer's premises is so arranged that the County is called upon to provide additional meters, each place of metering will be considered as a separate and individual account.
- C. Where meter is placed on premises of a consumer, a suitable place shall be provided by consumer for placing such meter-unobstructed and accessible at all times to the meter reading.
- D. The County recommends that the consumers shall furnish and maintain a private cutoff valve on the consumer's side of the meter; the County to provide a like valve on the County's side of meter or within the meter.
- E. The consumer's piping and apparatus shall be installed and maintained by the consumer at the consumer's expense in a safe and efficient manner and in accordance with the County's rules and regulations and in full compliance with the sanitary regulations of the State Board of Health. **IN NO INSTANCE SHALL A CROSS CONNECTION BE ALLOWED.**
- F. The consumer shall guarantee proper protection for the County's property placed on the consumer's premises and shall permit access to it only by authorized representatives of the County.

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Public Utilities
Rules &
Regulations”

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- G. In the event that any loss or damage to the property of the County or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the consumer, his agents or employees, the cost of the necessary repairs or replacements shall be paid by the consumer to the County and any liability otherwise resulting shall be assumed by the consumer.
- H. The amount of such loss or damage or the cost of repairs shall be added to the consumer's bill; and if not paid, service shall be discontinued by the County.
7. EXTENSIONS TO MAINS AND SERVICES
- A. Water distribution lines to serve undeveloped or private subdivisions will be handled as follows:
1. The developer, at his expense will submit for reviews and approval by the County, its engineer and the State Board of Health.
 2. The developer, at his expense will install the lines in accordance with the approved plans.
 3. Upon completion of the new extension, the developer may deed the complete facility, to include all rights of ways, easements, permits, franchises and authorizations or other instruments needed, for the operation and maintenance of the facility, to the County. The County will not reimburse the developer for the extension.
8. ACCESS TO PREMISES
- A. Duly authorized agents of the County shall have access at all reasonable hours to the premises of the consumer for the purpose of installing or removing County's property, inspecting piping, checking for cross-connections, checking for multiple hookups, reading or testing meters or for any other purpose, in connection with the County's service and facilities.
- B. Each consumer shall grant or convey or shall cause to be granted or conveyed, to the County a perpetual easement and right of way across any property owned or controlled by the consumer wherever said perpetual easement and right of way is necessary for the County water facilities and lines so as to be able to furnish service to the customer.
9. CHANGE OF OCCUPANCY
- A. Not less than three days notice must be given in person or in writing, at the Water Department, to discontinue service for a change in occupancy.
- B. The outgoing party shall be responsible for all water consumed up to the time of departure, or the time specified for departure, whichever period is longest.
10. METER – READING – BILLING – COLLECTION
- A. Meters will be read and bills rendered monthly; but the County reserves the right to vary the dates or length of period covered, temporarily or permanently if necessary or desirable.
- B. Bills for water will be figured in accordance with the County's published rate schedule then in effect and will be based on the amount consumed for the period covered by the meter readings.
- C. Charge for service commences when the meter is installed, whether used or not.
- D. Readings from different meters will not be combined for billing, irrespective of the fact that said meters may be allowed for hook-up on initial installation of the water system.
- E. Bills are due when rendered and become delinquent at 4:30pm on the due date. If payment is not received in the Public Works office by 4:30pm on the due date, a late charge of \$25.00 will be added to the account. Service is subject to be disconnected within 24 hours after the due date.
- F. Failure to receive bills or notices shall not prevent such bills from becoming delinquent or relieve the consumer from payment.
- G. There will be a \$25.00 service charge on all checks returned in the water department.
11. SUSPENSION OF SERVICE
- A. When services are discontinued and all bills paid, the deposit will be refunded.
- B. Upon discontinuance of service for nonpayment of bills, the deposit will be applied by the County toward settlement of the account. Any balance will be refunded to the consumer; but if the deposit is not sufficient to cover the bill, the County may proceed to collect the balance in the usual way provided by law for the collection of debts.
- C. Service discontinued for nonpayment of bills will be restored only after the customer's balance is paid in full. Service will be re-connected within 24 hours of receipt of payment.
- D. The County reserves the right to discontinue its service without notice for the following additional reasons.
1. To prevent fraud or abuse.
 2. Consumers willful disregard of the County's rules.
 3. Emergency repairs,

**Amended
“Warren County
Public Utilities
Rules &
Regulations”**

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4. Insufficiency of supply due to circumstances beyond the County’s control.
 5. Legal processes.
 6. Direction of public authorities
 7. Strike, riot, fire, flood, accident or any unavoidable cause.
 - E. The County may, in addition to persecution by law, permanently refuse service to any customer who tampers with a meter or other measuring device. Tampering also carries with it a minimum of \$100.00 fine or cost of repair.
12. COMPLAINTS – ADJUSTMENTS
- A. If the consumer believes his bill to be in error, he shall present his claim in person, at the County Water and Sewer Department Billing Office before the bill becomes delinquent. Such claim if made after the bill has become delinquent shall not be effective in preventing discontinuance of service as heretofore provided. The consumer may pay such bill under protest and said payment shall not prejudice his claim.
- B. The County will make special meter readings at the request of the consumer. If such special reading discloses that the meter was misread, a bill may be adjusted or a credit may be applied to the next bill.
- C. Meters will be tested at the request of the consumer upon payment to the County of the actual cost to the County of making the test provided; however, that if the meter is found to over-register beyond 3 per centum of the correct volume, no charge will be made.
- D. If the seal of a meter is broken by other than the County’s representative or if the meter fails to register correctly or is stopped for any cause, the consumer shall pay an amount estimated from the record of his previous bills and/or from other proper data.
13. ABRIDGEMENT OR MODIFICATION OF RULES
- A. No promise, agreement or representation of any employee of the County shall be binding upon the County except as it shall have been agreed upon in writing, signed and accepted by the acknowledged representative of the County.
- B. No modification of rates or any of the rules and regulations shall be made by any Agent of the County.
14. ADOPTION OF RULES AS AMENDED
Until further order of the Board of Commissioner of Warren County, North Carolina, the rules and regulations as the same are hereinabove set out, are hereby adopted as the date hereof to become effective on and after July 1, 2016.

Barry Richardson, Warren County Board Of
Commissioner

Date

Meeting Date: July 11, 2016

Agenda Item # 9-B

SUBJECT: Public Utilities

REQUESTED BY: Macon Robertson, Public Utilities Director

SUMMARY: USDA Assurance Agreement for Warren County Water & Sewer District III, Airport Road Water Line Replacement Project is presented for the Board's consideration. Authorize Chairman Richardson to sign same

FUNDING SOURCE: USDA Grant

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of the USDA Assurance Agreement for the Warren County Water & Sewer District III, Airport Road Water Line Replacement Project, and authorize Chairman Richardson to sign the Agreement.

NOTES:

USDA
Form RD 400-4
(Rev. 06-10)

ASSURANCE AGREEMENT
(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED
OMB No. 0575-0018
OMB No. 0570-0062

The Warren Co Water & Sewer District III Airport Road Water Line Replacement
(name of recipient)

P.O. Box 619 Warrenton, NC 27589-

(address)

("Recipient" herein) hereby assures the U. S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, and Rural Housing Service, Rural Business-Cooperative Service, Rural Utilities Service, Risk Management Agency, or the Farm Service Agency, (hereafter known as the "Agency") regulations promulgated thereunder, 7 C.F.R. § 1901.202. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. § 15.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
2. Recipient shall:
 - (a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.
 - (b) Permit access by authorized employees of the Agency or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.
 - (c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Agency or the U. S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
3. The obligations of this agreement shall continue:
 - (a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.
 - (b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.
 - (c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
4. Upon any breach or violation this agreement the Government may, at its option:
 - (a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.
 - (b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, Warren County Water & Sewer District No. III on this
(name of recipient)

date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(S E A L)

	<i>Recipient</i>
	08-05-2015
	<i>Date</i>

Attest: _____
Title

Title

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0018 and 0570-0062. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Meeting Date: July 11, 2016

Agenda Item # 10-A

SUBJECT: Human Resources

REQUESTED BY: Lisa Alston, Human Resources Manager

SUMMARY: It is requested that the Board consider approval of the 2016-17 NC Office of State Human Resources Salary Plan Reporting Form and NC Local Government 2016-17 Salary Plan for employees working in Social Services and Public Health. Authorize Chairman Richardson to sign same.

FUNDING SOURCE: General Fund

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of the FY 17 NC Office of State Human Resources Salary Plan Reporting Form and NC Local Government FY 17 Salary Plan, effective July 1, 2016, and authorize the Chairman to sign the necessary documentation.

NOTES:

**NC Office of State Human Resources
2016-2017 Salary Plan Reporting Form**

Name of Jurisdiction Warren County
Name of Individual Completing Form Lisa Alston
Title Human Resources Manager
Phone Number 252-257-7132
E-Mail Address of Pay Plan Contact Person lisaalston@warrencountync.gov
Effective Date of Pay Plan 1. 7/1/2016
Amount of Increase in Schedule 2. 0
Amount of Increase given to Employees 3. 0%

4. Agencies covered by this salary plan: Social Services Total # DSS Positions 68
Public Health Total # PH Positions 44
Mental Health Total # MH Positions N/A

5. With the exception of employees in trainee status, the salaries of all SPA employees must be between the minimum and the maximum of the assigned range.
Does your jurisdiction meet this requirement? Yes No
If "No", please explain. _____

6. Are the salaries of all employees in trainee status below the minimum rate for the full class? Yes No

7. Has your Area, District Board, or Board of Commissioners approved the plan? Yes No

8. Do all pay rates reflected on your salary schedule meet the State minimum wage of \$7.25? Yes No

9. Have you attached a copy of your approved salary schedule? Yes No

You must answer "Yes" to questions 6, 7, 8 and 9, before submitting your form.

2016-2017 LOCAL SALARY PLAN

Please enter the salary grade you have assigned your jurisdiction's SPA classes in the block labeled "County Grade." Only those classes in use, or which you anticipate needing this fiscal year should be included.

Please verify that the required pay grade relationships have been maintained within Occupational Groupings. This can be done by subtracting the number in the State SG column from the number in the County SG column. If you have entered your salary schedule information in the Local Government Salary Plan spreadsheet these numbers will populate automatically. **The numbers in the "Rel DiP" column must be identical for each class you are reporting within the same occupational grouping.** The separate occupational groups are differentiated by bold lines to assist you in identifying classes having required relationships.

The following sections should be completed, listing salary grades (or minimum salary rates) assigned to your **County Social Services, Local Health and Area Mental Health Directors, and Human Services Deputy Director** positions:

Social Services Jurisdictions

10. Title of the highest level class supervised by County Social Services Director, excluding Human Services Deputy Director and the Attorney series: Social Work Supervisor III
11. Grade of highest level supervised 29 12. Minimum Rate \$48,540
13. Grade of County Social Services Director (if app) 34 14. Minimum Rate \$61,951
15. Subtract line 12 from line 14. \$13,411 16. Divide by line 12. 28%
17. Is the resulting answer between 20% and 60% Yes No
You must answer "Yes" to question 17 before submitting your form.

Single and Multi-County District Health Jurisdictions

18. Title of the highest level class supervised by Local Health Director, excluding Physicians, Physician Extenders, Pharmacists, Dentists and Human Services Deputy Director:
Public Health Nurse Director I
19. Grade of highest level supervised 30 20. Minimum Rate \$50,967
21. Grade of Local Health Director (if app) 34 22. Minimum Rate \$61,951
23. Subtract line 20 from line 22. \$10,984 24. Divide by line 20. 22%
25. Is the resulting answer between 20% and 60% Yes No
You must answer "Yes" to question 25 before submitting your form.

Single and Multi-County Area Mental Health Jurisdictions N/A

26. Title of the highest level class supervised by Dir. of MH, excluding Physicians, Physician Extenders, Pharmacists and Human Services Deputy Director. (Jurisdictions have the option of also excluding Psychology classes for which a Ph.D. in Psychology is required):
27. Grade of highest level supervised _____ 28. Minimum Rate _____
29. Grade of Mental Health Director (if app) _____ 30. Minimum Rate _____
31. Subtract line 28 from line 30. _____ 32. Divide by line 28. _____%
33. Is the resulting answer between 20% and 60% Yes No

Social Services, Public Health and Area Mental Health Jurisdictions N/A

34. Title of the Director class under which Human Services Deputy Director serves:
35. Grade of highest level supervised by Director _____ 36. Minimum Rate _____
37. Grade of HSDD _____ 38. Minimum Rate _____
39. Subtract line 36 from line 38. _____ 40. Divide by line 36. _____%
41. Is the resulting answer between 10% and 40% Yes No
You must answer "Yes" to question 41 before submitting your form.

CERTIFICATION OF SALARY PLAN

Single Reporting Jurisdictions

I hereby certify that the attached salary plan submitted for _____ County, is complete and compliant with all the relevant provisions in NCGS 126, the State Human Resources Act. Furthermore, the salary plan was completed in accordance with the instructions that have been provided and is deemed accurate at the time of submission. I further certify that I am the authorized official.

(Electronic signatures are acceptable.)

Signature of Authorized Official _____

Title _____ Date _____

Multi-County Area Mental Health AND District Health Jurisdictions N/A

42. Does your pay plan exceed the highest paying member county in your Area? () Yes () No

43. If "yes", have you received authorization from all counties in the area to exceed? () Yes () No

You must answer "Yes" to question 43 before submitting your form.

If you answered "No" to question 42, please complete as follows: I hereby certify that the attached salary plan submitted for _____ Area Mental Health or District Health, is complete and compliant with all the relevant provisions in NCGS 126, the State Human Resources Act. Furthermore, the salary plan was completed in accordance with the instructions that have been provided and is deemed accurate at the time of submission. (Electronic signatures are acceptable.)

Signature _____

Title _____ Date _____

If you answered "Yes" to questions 42 and 43, please complete as follows: We, the Area Mental Health or District Health Board Chairperson, and the Chairperson of the Board of County Commissioners of each member county; or the County Commissioner Representative on the Area Mental Health or District Health Board (acting on behalf of their respective Boards of County Commissioners in authorizing that the Area or District Health pay plan may exceed that of the highest paying county); hereby certify that the attached salary plan submitted for _____ Area Mental Health or District Health is complete and compliant with all the relevant provisions in NCGS 126, the State Human Resources Act. Furthermore, the salary plan was completed in accordance with the instructions that have been provided and is deemed accurate at the time of submission. (Electronic signatures are acceptable.)

Jurisdiction _____ County _____

Signature _____ Signature _____

Title Area Board Chairperson _____ Title _____

Date _____ Date _____

County _____ County _____

Signature _____ Signature _____

Title _____ Title _____

Date _____ Date _____

County _____

Signature _____

Title _____

Date _____

County _____

Signature _____

Title _____

Date _____

County _____

Signature _____

Title _____

Date _____

County _____

Signature _____

Title _____

Date _____

If you need assistance, please contact your assigned HR Consultant (see LG Contacts Listing on OSHR website).

PLEASE E-MAIL THIS COMPLETED REPORTING FORM WITH THE ELECTRONIC SIGNATURES BY JULY 15, 2016 TO:

e-mail: localsalary.plans@nc.gov

**FY 17 NC Office of State Human Resources
Salary Plan Reporting Form and NC Local
Government FY 17 Salary Plan for employees
working in Social Services and Public Health.**

**17 paged Salary Plan has been provided in a
separate e-mail.**

Meeting Date: July 11, 2016

Agenda Item # 10-B

SUBJECT: Human Resources

REQUESTED BY: Lisa Alston, Human Resources Manager

SUMMARY: It is requested that the Board consider approval of the Warren County FY 17 Job Classification Schedules for employees working 1950 and 2080 hours effective July 1, 2016.

FUNDING SOURCE: Various

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of the Warren County FY 17 Job Classification Schedules for employees working 1950 and 2080 hours effective July 1, 2016.

NOTES:

Job Classification Schedule
1950 Hours
Effective July 1, 2016

Grade	Salary Range			Job Title
	Minimum	Midpoint	Maximum	
1	12,382	16,097	19,812	
2	13,001	16,902	20,802	
3	13,651	17,747	21,842	
4	14,334	18,634	22,934	
5	15,051	19,566	24,081	
6	15,803	20,544	25,285	
7	16,593	21,571	26,549	
8	17,423	22,650	27,877	
9	18,294	23,782	29,271	
10	19,209	24,972	30,734	Human Resources Aide
11	20,169	26,220	32,271	Animal Shelter Attendant General Utility Worker
12	21,178	27,531	33,884	Community Health Assistant Office Assistant III Processing Assistant III
13	22,237	28,908	35,579	Medicare Specialist
14	23,349	30,353	37,358	Accounting Clerk IV Administrative Assistant I Animal Shelter Technician Community Health Technician Deputy Register of Deeds Deputy Tax Assessor Deputy Tax Collector Elections Technician Library Clerk Office Assistant IV Processing Assistant IV Program Assistant IV Weighmaster
15	24,516	31,871	39,225	Accounting Technician Administrative Assistant II Buildings & Grounds Maintenance Worker I Foreign Language Interpreter Library Assistant Nutrition Site Manager Recreation Maintenance Specialist Teen Court Coordinator Utility Service Technician Youth Services Program Assistant

Warren County
 Job Classification Schedule
 1950 Hours
 Effective July 1, 2016

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Grade	Salary Range			Job Title
	Minimum	Midpoint	Maximum	
16	25,742	33,464	41,187	Animal Control Officer Computer Support Technician I Income Maintenance Caseworker I Recreation Assistant Recreation Coordinator Senior Administrative Assistant Senior Center Activity Coordinator
17	27,029	35,137	43,246	Accounting Specialist Solid Waste Operator
18	28,380	36,894	45,408	Buildings and Grounds Maintenance Worker II Chore Services Supervisor II Delinquent Tax Specialist Human Resources Technician Income Maintenance Caseworker II Income Maintenance Investigator I Library Technical Assistant Licensed Practical Nurse II Nutritionist I Public Health Educator I Tax Mapper/Exemption Specialist Utility Crew Leader Utility Customer Service Coordinator Youth Services Program Coordinator
19	29,799	38,739	47,679	Building and Grounds Maintenance Supervisor Deputy Elections Director Medical Laboratory Technician II Social Worker I Utility Office Coordinator
20	31,289	40,676	50,063	Income Maintenance Caseworker III Nutritionist II Solid Waste Supervisor
21	32,854	42,710	52,566	Code Enforcement Officer Executive Assistant/Deputy Clerk to the Board Tax Collection Specialist
22	34,496	44,845	55,194	Accounting Manager Administrative Officer I Assistant Fire Marshal/Code Enforcement Officer Economic Development Coordinator Human Services Coordinator II Income Maintenance Supervisor II Tax Appraiser

Warren County
 Job Classification Schedule
 1950 Hours
 Effective July 1, 2016

Page 3 of 4

Grade	Salary Range			Job Title
	Minimum	Midpoint	Maximum	
23	36,221	47,088	57,954	Child Support Agent II Clerk to the Board Computer Systems Administrator I Day Care Services Coordinator I Social Work Supervisor I Social Worker II Tax Collection Supervisor Utility Superintendent/ORC
24	38,032	49,442	60,852	Environmental Health Specialist GIS Technician Public Health Nurse I Technology Support Specialist
25	39,934	51,914	63,894	Administrative Officer II Animal Control Director Building and Grounds Maintenance Director Child Support Supervisor I Elections Director Emergency Services Division Chief Senior Center Director Social Worker III Veterans Administrator Youth Services Program Director
26	41,931	54,510	67,089	Code Enforcement Administrator Public Health Educator III Public Health Nurse II Social Work Supervisor II Social Worker Investigation/Assessment & Treatment
27	44,027	57,235	70,443	Environmental Health Supervisor I Information Technology Administrator Parks and Recreation Director Public Health Nurse III Register of Deeds
28	46,228	60,097	73,966	Public Health Nurse Supervisor I
29	48,540	63,102	77,664	Economic Development Director Emergency Services Director/Fire Marshal Human Resources Manager Planning/Zoning Administrator Social Work Supervisor III
30	50,967	66,257	81,547	Library Director Public Health Nurse Supervisor II Public Utilities Director Public Works Director

Warren County
Job Classification Schedule
1950 Hours
Effective July 1, 2016

Page 4 of 4

Grade	Salary Range			Job Title
	Minimum	Midpoint	Maximum	
31	53,515	69,570	85,624	Public Health Nurse Director I
32	56,191	73,048	89,906	Finance Director Tax Administrator
33	59,001	76,701	94,401	
34	61,951	80,536	99,121	Director of Social Services Local Health Director
35	65,048	84,562	104,077	Assistant County Manager
36	68,300	88,791	109,281	County Attorney
37	71,715	93,230	114,745	County Manager

Warren County
 Job Classification Schedule
 2080 Hours
 Effective July 1, 2016

Grade	Salary Range			Job Title
	Minimum	Midpoint	Maximum	
1	13,208	17,170	21,132	
2	13,868	18,029	22,189	
3	14,561	18,930	23,298	
4	15,290	19,876	24,463	
5	16,054	20,870	25,686	
6	16,857	21,914	26,971	
7	17,700	23,009	28,319	
8	18,585	24,160	29,735	
9	19,514	25,368	31,222	
10	20,489	26,636	32,783	
11	21,514	27,968	34,422	
12	22,590	29,367	36,143	
13	23,719	30,835	37,951	
14	24,905	32,377	39,848	Administrative Assistant I (Sheriff's Office)
15	26,150	33,995	41,841	Administrative Assistant II (Sheriff's Office) Building & Grounds Maintenance Worker I (Detention) Detention Transportation Officer
16	27,458	35,695	43,933	Detention Officer EMT Basic Senior Administrative Assistant (Sheriff's Office)
17	28,831	37,480	46,129	Child Support Officer Telecommunicator
18	30,272	39,354	48,436	EMT Intermediate
19	31,786	41,322	50,857	Deputy Sheriff Detention Sergeant Detention Transportation Sergeant Telecommunicator Shift Supervisor
20	33,375	43,388	53,400	EMT Paramedic Soil and Water Conservationist
21	35,044	45,557	56,070	Assistant Detention Center Administrator Lieutenant Emergency Services Sergeant Senior Telecommunicator Supervisor
22	36,796	47,835	58,874	Deputy Sheriff Investigator Deputy Sheriff Sergeant Emergency Services Lieutenant
23	38,636	50,227	61,818	Deputy Sheriff Investigator Sergeant Emergency Services Captain
24	40,568	52,738	64,908	E-911 Coordinator Deputy Sheriff Lieutenant Soil and Water Conservation Director

**Warren County
Job Classification Schedule
2080 Hours
Effective July 1, 2016**

Page 2 of 2

Grade	Salary Range			Job Title
	Minimum	Midpoint	Maximum	
25	42,596	55,375	68,154	Deputy Sheriff Investigator Lieutenant Detention Center Administrator
26	44,726	58,144	71,561	Deputy Sheriff Captain
27	46,962	61,051	75,140	
28	49,310	64,103	78,897	
29	51,776	67,309	82,841	Chief Deputy Sheriff Major
30	54,365	70,674	86,983	
31	57,083	74,208	91,333	
32	59,937	77,918	95,899	
33	62,934	81,814	100,694	
34	66,081	85,905	105,729	Sheriff
35	69,385	90,200	111,015	
36	72,854	94,710	116,566	
37	76,497	99,445	122,394	

Meeting Date: July 11, 2016

Agenda Item # 11

SUBJECT: Tax Foreclosure Attorney Agreement

REQUESTED BY: Starlin Beatty, Tax Administrator

SUMMARY: Agreement between Warren County (for Tax Collection) and Mark D. Bardill, PC, a North Carolina professional corporation (Attorney), for legal services to provide foreclosure action on delinquent real property taxes due the County. Attorney was first retained in 2007 for a four (4) year term and is now presented for a third (3rd) four year renewal period. Authorize signature of County Manager Worth and Tax Collector Beatty.

FUNDING SOURCE: General Fund - Tax Collection Departmental Budget

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of Tax Foreclosure Attorney Agreement between Warren County and Mark D. Bardill, PC, to provide tax foreclosure legal services, and authorize County Manager Worth and Tax Administrator Starlin Beatty to sign the Agreement.

NOTES:

TAX FORECLOSURE ATTORNEY AGREEMENT

Tax Foreclosure Attorney Agreement

Page 1 of 5

This agreement, made and entered into this the ___ day of _____ 2016, by and between Warren County, hereinafter referred to as County, and Mark D. Bardill, P.C., a North Carolina professional corporation, hereinafter referred to as Attorney, shall be for the legal services to be provided for foreclosure actions on delinquent real property taxes due to the County, and to this end, the parties hereto make the following recitals:

WITNESSETH:

WHEREAS, Attorney has in excess of thirty years of experience serving as Special Tax Attorney for the Counties of Onslow, Jones, Craven, Lenoir, Beaufort, Wilson, Warren, Chatham, Lee, Cabarrus, Scotland, Tyrrell, Forsyth, Iredell, Yancey, Yadkin, Gates, Dare, Richmond and Washington and the Towns of Jonesville, Wallace, Columbia, Rose Hill, Yadkinville, Dobbins Heights and Gibsonville and the City of Lumberton; and

WHEREAS, the County retained Attorney in 2007 for a four (4) year term to provide tax foreclosure services for the County:

WHEREAS, the County renewed its retainer of Attorney in 2011 for an additional four (4) year term to provide tax foreclosure services for the County; and

WHEREAS, Attorney has diligently provided such services during these periods and afterwards; and

WHEREAS, the County and Attorney desire to continue this arrangement under the conditions, terms and provisions provided hereunder.

NOW, THEREFORE, for good and valuable consideration, and upon the agreements, conditions, and covenants found herein, the parties hereto agree as follows:

1. The Attorney shall initiate foreclosure actions for all parcels with delinquent taxes. County shall assign one-half (1/2) of all such parcels in a batch on the first day of each May and one-half (1/2) of all such parcels in a batch on the first day of each November during the term of this agreement.

2. The Tax Collector shall provide to the Attorney the name of the delinquent taxpayer, the most recent address on file, the total delinquent taxes, including interest and penalties by year and a map of the parcel with its identification number. This information shall be in the form of a computer printout and GIS Map, with other information provided as available.

3. All related work and filing of foreclosure actions shall take place within one hundred eighty (180) calendar days from the date that the Tax Collector transmits the initial information outlined in Paragraph 2 above and the request for foreclosure to the Attorney;

Tax Foreclosure Attorney Agreement

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however, if for some reason, the foreclosure action is not filed within one hundred eighty (180) calendar days from the date of transmittal, Attorney shall submit a written statement to the Tax Collector as to the reason why the action has not been filed. If a Taxpayer tenders payment in full prior to the filing of the complaint, the Tax Collector must accept payment and no attorney fees are due from the Taxpayer. Provided, however, should the Tax Office fail to inform the Attorney that a parcel has been paid in full while Attorney continues to work on preparing the case for filing, then in that event the Tax Office shall pay Attorney the standard per parcel fee for sole or joint representation, as the case may be, and all incurred expenses, copy charges, and the like even though the case has not been filed.

4. The Attorney shall notify the Tax Collector, in writing, immediately upon the filing of a foreclosure complaint with the Office of the Clerk of Superior Court. Attorney and County acknowledge and agree that heretofore, the payment of the fee to file tax foreclosure cases in the Office of the Clerk of Superior Court and for in-County service by the Sheriff has been deferred pursuant to N.C.G.S. Section 105-374(i). Should the laws of North Carolina be changed so that payment of said fees can no longer be deferred, County agrees to immediately advance said fees upon request by Attorney, or in lieu thereof, to guarantee additional compensation to Attorney in the amount of Fifty and 00/100 dollars (\$50.00) per parcel, said additional compensation to cover the increased cost of carrying a foreclosure case to settlement or sale due to Attorney advancing these filing fees on behalf of the County.

5. The Attorney shall bring the foreclosure to conclusion within two years after filing said foreclosure action with the Clerk of Court's office; however, if for some reason, the foreclosure action is not concluded within two years of filing, Attorney shall submit a written statement to the Tax Collector as to the reason why the action has not been concluded.

6. The Attorney shall be compensated in each foreclosure action in accordance with procedures set forth in the North Carolina General Statutes, Chapter 105 as ordered by a District or Superior Court Judge, or as agreed between the instant Taxpayer and Attorney. Attorney shall be guaranteed compensation for foreclosure on each parcel in the amount of seven hundred fifty and 00/100 dollars (\$750.00) plus all incurred expenses, i.e., service fees, copy charges, postage, publication costs, filing fees, and the like. Notwithstanding any other provision in this Agreement, for any parcel for which the Attorney files for foreclosure on behalf of the County and on behalf of any municipal unit of government, or for which the Attorney ultimately represents the County and any municipal unit of government in a foreclosure initially filed on behalf of just one of those jurisdictions, including where the taxes of a municipality are placed in the hands of the County Tax Collector pursuant to NCGS Section 105-354, (hereinafter "joint representation"), the compensation guaranteed to Attorney shall be nine hundred ninety-five and 00/100 Dollars (\$995.00) plus all expenses, i.e., service fees, copy charges, postage, publication costs, filing fees, and the like. Attorney shall be paid said compensation and costs upon settlement of the foreclosure action prior to the Order of Foreclosure, upon redemption of the parcel from sale or as part of the amount paid to purchase the property at sale. If the Taxpayer applies to the District or Superior Court for determination of a reasonable attorney fee pursuant to the procedures set forth in the North Carolina General Statutes, Chapter 105, and the Court awards less than said guaranteed amounts per parcel, the County shall pay the balance of said compensation within thirty (30) days of said award from the County's local funds for legal work.

Tax Foreclosure Attorney Agreement

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7. The Attorney shall use its best efforts to be appointed the Commissioner in the Order of Foreclosure, and upon public sale of such property pursuant to the Order of Foreclosure as provided for in Chapter 105, the Attorney shall be entitled to a Commissioner's Fee, plus incurred expenses, in accordance with the schedule provided for in Chapter 105, as approved by the Clerk of Superior Court. However, to assist the County in collecting all taxes due without reduction by the amount of the Commissioner's Fee, the Attorney agrees that as Commissioner, it shall be paid only to the extent available after payment of all amounts so ordered in the Order of Foreclosure plus the expenses incurred by the Attorney to advertise and give proper notice of public sale of such property. To this end, these expenses shall be added to the amount of taxes, fees and costs as ordered in the Order of Foreclosure to determine the opening bid by the County for purchase of such property from local funds. For purposes of illustration, compare the examples below where a typical 5% commission would be appropriate in a foreclosure with \$1,000.00 of taxes, \$1,200.00 of attorney fees and costs and \$500.00 of advertising/notice of public sale expenses (Total without Commissioner's Fee \$2,700):

Example #1 - County as High Bidder @ \$2,700

In this example, the County is paid in full for the taxes and interest which have accrued to the date the Order of Foreclosure is entered, the Attorney is paid in full for the attorney fees and costs incurred to the date of the Order of Foreclosure, the expenses incurred by the Attorney to advertise and give proper notice of public sale are paid, but no Commissioner's Fee is paid.

Example #2 - Other High Bidder @ \$2,750

In this example, all amounts outlined in Example #1 are paid, plus \$50.00 of the \$137.50 5% Commissioner's Fee is paid.

Example #3 - Other High Bidder @ \$3,000

In this example, all amounts outlined in Example #1 are paid, the \$150.00 5% Commissioner's Fee is paid, and \$150.00 is paid to the Clerk to hold as surplus from the sale.

8. If the Taxpayer files a petition in bankruptcy during the period any foreclosure action brought pursuant to this agreement is pending, the Tax Collector shall file, as part of its claim to the bankruptcy court, the fees, costs and expenses set forth herein, and shall pay Attorney for such amounts within sixty (60) days of written notification to Tax Collector of such bankruptcy. If the Taxpayer's petition is dismissed or a lift of the stay of bankruptcy court is obtained during the term of this agreement, Attorney agrees to proceed with the foreclosure and complete the remaining services due from it hereunder.

9. If the County assigns to the Attorney, in any one assignment, more than one parcel owned by the same Taxpayer or Taxpayer(s) and none other and encumbered by the same liens, the County's obligation to pay the compensation set forth in Paragraphs 6, 7 and 8 shall be based on the following per parcel charge: 2 to 5 parcels, the same amount as set forth above per parcel; 6 to 10 parcels, the same amount as set forth above less fifty (\$50.00) dollars per parcel in cases of sole representation or less twenty five (\$25.00) dollars per parcel in cases of joint

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representation, 11 or more parcels, the same amount as set forth above less one hundred (\$100.00) dollars per parcel in cases of sole representation or less fifty (\$50.00) dollars per parcel in cases of joint representation, plus all costs and expenses.

10. The Attorney shall not apply for fees over the amounts aforementioned except for unusual, novel, or difficult cases. The provisions of this paragraph shall be rarely invoked, if at all. Furthermore, the Attorney shall notify the Tax Office for approval before taking on extraordinary time and expense so as to make such application for additional fees necessary.

11. The County shall pay to the Attorney a fixed fee of two hundred seventy-five dollars and 00/100 (\$275.00) if a parcel is recalled before suit is filed and seven hundred fifty and 00/100 dollars (\$750.00) if a parcel is recalled after suit is filed plus all incurred expenses, i.e., service fees, copy charges, postage, publication costs, filing fees, and the like, in the event of double listings, erroneous information provided by the Tax Collector to the Attorney, or clerical or administrative problems discovered by the Attorney which result in legal impracticality to effect proper collection remedies through foreclosure.

12. Costs, expenses, and the like, to the extent that they are ascertainable as of the time this Agreement is executed, are as follows: a) copies at \$.25 per copy b) filing fees as set by statute, currently \$150 per suit, \$20 per notice of hearing filed and \$15 per A & P summons issued, c) publication costs as incurred by Attorney according to the publisher's then current rate, d) service fees by certified and regular mail as set by the United States Postal Service, currently \$6.95 per envelope for certified mail, e) service fees by North Carolina Sheriff as set by statute, currently \$30 per defendant/lienholder, and f) service fees by out of state service providers as set by that state's statute.

13. To ensure that the proper amount of delinquent taxes, interest, fees and costs are collected, the Attorney and the Tax Collector shall verify with one another the amount due at the time when, and if, the Taxpayer satisfies the tax lien after the complaint is filed but prior to foreclosure.

14. All funds collected shall be paid to the Tax Collector and shall be paid in the form of cash, bank check or certified funds. County shall immediately inform Attorney of the receipt of any such funds and the parcel to which they pertain. Any part of any such funds that represent attorney fees, service fees, copy charges, postage, publication costs, filing fees, and the like shall be remitted to Attorney as part of the next ensuing regular disbursement by the County Finance Office.

15. Subject to the terms below, Attorney shall be the sole and exclusive special tax attorney for the County during the term of this agreement. County shall use its best efforts to assign all of its parcels with delinquent property taxes to Attorney pursuant to the terms hereof during the term of this Agreement.

16. County and Attorney agree that Attorney's services hereunder are limited to the general prosecution of foreclosure actions to collect delinquent taxes assessed against real property located in the County, including title search services, document preparation, court appearances to obtain orders of foreclosure by default judgment, judgment on the pleadings, summary judgment, appearances as Commissioner to sell property at public sale, and negotiation

**Tax Foreclosure
Attorney Agreement**

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with Taxpayers in settlement of such actions. Attorney's services hereunder do not include preparation and court appearances for trial or appeal and the County shall provide all such legal services. The intent of this provision is to ensure that the overwhelming majority of Attorney's time, talent and advanced expenses is involved in the prosecution of delinquent real property taxes on a volume basis, and that any case that involves an extraordinary amount of effort, such as in the preparation of a case for trial, that the County Attorney or his designee shall be responsible for the continued prosecution of such case.

17. This agreement shall be for the period of four (4) years, beginning June _____, 2016 and terminating on _____ June ____, 2020 unless either party shall give written notice to the other party no less than 90 days prior to the end of the then current term.

COUNTY:

ATTEST

Linda T. Worth, County Manager

Angelena Kearney-Dunlap, Clerk

Starlin L. Beatty, Assessor/Collector

ATTORNEY:



President, Mark D. Bardill, P.C.

ATTEST:



Secretary

Meeting Date: July 11, 2016

Agenda Item # 12

SUBJECT: Resolution Declaring Surplus Property and Authorizing Auction

REQUESTED BY: Charles Williams, Director
Building & Grounds Maintenance

SUMMARY: Resolution declaring 2001 Ford F150 Truck (ID # 8970, miles 96,492) as surplus is presented for Board's consideration to authorize auction of same and authorize signature on Resolution by Chairman Richardson.

FUNDING SOURCE: N/A

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of Resolution declaring 2001 Ford F150 Truck (ID # 8970) as surplus property and authorize auction of same, and authorize Chairman Richardson to sign the Resolution.

NOTES:

2001 Ford F150 Truck - miles 96,492.5
Vin # 2FTPFI7L31CA68970



RESOLUTION

SALE OF SURPLUS WARREN COUNTY PROPERTY

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

NOW, THEREFORE, BE IT RESOLVED THAT, pursuant to Article 12, North Carolina General Statute 160A-268, the Warren County Board of Commissioners authorizes the sale through on-line auction or disposal: 2001 F150 Ford Truck formerly used by Building & Grounds Maintenance.

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 is 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 11th day of July 2016.

ATTEST:

WARREN COUNTY BOARD OF COMMISSIONERS
Barry Richardson, Chairman

Meeting Date: July 11, 2016

Agenda Item # 13

SUBJECT: Appoint Voting Delegate to the 109th NCACC Annual Conference

REQUESTED BY: Clerk to the Board

SUMMARY: With Vice Chair Baker and Commissioners Davis, Hunt & Jordan Pierce registered to attend the NCACC Annual Conference scheduled for August 2016, it is presented to select a voting delegate and alternate for representation.

FUNDING SOURCE: N/A

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

NOTES:



Designation of Voting Delegate to NCACC Annual Conference

I, _____, hereby certify that I am the duly designated voting delegate for _____ County at the 109th Annual Conference of the North Carolina Association of County Commissioners to be held in Forsyth County, N.C., on August 11-14, 2016.

Signed: _____

Title: _____

Article VI, Section 2 of our Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues.”

Please return this form to Alisa Cobb by: **12 Noon on Friday, August 5, 2016:**

NCACC
215 N. Dawson St.
Raleigh, NC 27603
Fax: (919) 733-1065
alisa.cobb@ncacc.org
Phone: (919) 715-2685

Meeting Date: July 11, 2016

Agenda Item # 14-A

SUBJECT: Emergency Services Facility Construction

REQUESTED BY: Commissioners Hunt and Davis

SUMMARY: Request is made to reconsider Oakley Collier's Fee Proposal to provide architectural services for the Emergency Services Headquarters Facility Project which proposal was approved unanimously by the Board during the February 1, 2016 regular Board meeting.

FUNDING SOURCE: Loan Proceeds

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

NOTES:



January 21, 2016

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

Re: Fee Proposal for A/E Services
Warren County Emergency Services Facility

Dear Linda,

We are excited about working with you and Warren County and this opportunity to provide design services for your Emergency Services Facility. We have prepared this proposal for design services for your review and consideration, along with our understanding of the project requirements.

PROJECT PARAMETERS

- The project consists of a new facility to house various Warren County emergency services-related departments, including Emergency Medical Services (EMS), Emergency Management, Emergency Operations, Back-Up 911 PSAP, and a satellite substation for the Sheriff's Department.
- USDA funding is anticipated for the project; scope will include preparation and submission of USDA-required documents to the appropriate agencies, including a Preliminary Architectural Report (PAR), USDA Environmental Scoping Docs, and RD-1940-20 documents.
- The site will be located on Highway 158 on a parcel adjacent to the County Parks and Recreation site. It is assumed that approximately 10 acres will be dedicated to this facility, with the actual acreage required to be confirmed once the Feasibility Study is completed.
- The components to be included in this facility include:
 - Fully operational EMS Station
 - Office Space for:
 - Emergency Management
 - Sheriff's Department Satellite Office
 - Emergency Operations Center
 - Training Classroom
 - Back-Up 911 PSAP (to mirror the primary 911 call center located in the Sheriff's office)
 - Separate Sleeping Quarters EOC/911 Center
 - Central Supply Room

- Customary support spaces, including break areas, work rooms, toilets, mechanical, etc.
- Exterior training course
- Covered vehicle storage areas (trailers)
- The site will need to have appropriate vehicular circulation to allow for daily work flow and emergency vehicle ingress/egress.
- The building shall be designed as an essential facility.
- The owner has a prepared site survey that will be shared with design team.

CONSTRUCTION BUDGET

A construction budget will be determined once the Preliminary Architectural Report and programming is complete. This project budget will be inclusive of building & site construction costs, as well associated soft costs such as professional fees, project contingency, & FFE (furniture, fixtures & equipment). As we move through each phase of the project design, we will confirm / update this Project Budget for your review and approval.

We understand that the selected project delivery method will be a traditional single-prime delivery process. We do recommend that the County consider pre-qualification of General Contractors for this delivery method. We are glad to assist in that effort at no additional cost to the County.

PROFESSIONAL FEES

Our proposed professional fees shall include all architectural and engineering services required for the project: Architecture, Civil Engineering, Structural Engineering, Plumbing, Mechanical, & Electrical Engineering, & Fire Protection Engineering (if required).

To establish the complete scope and a budget for the project, we propose that the USDA Documentation and Programming phases be completed separately. The proposed lump sum fees for these services are as outlined below:

Programming (Establish overall scope, budget and size of facility)	\$12,000
USDA PAR	\$8,500
USDA Environmental Scoping Documents	\$1,200
<u>USDA RD-1940-20 Documents</u>	<u>\$2,500</u>
PROFESSIONAL TOTAL FEES	\$24,200

Once the project moves forward, \$8,000 of this programming fee will be credited to the project.

For the remaining A/E work required, we propose a budgeting fee of 9% of construction costs. This will be converted to a lump sum fee upon completion of the Programming/USDA documentation phase.

The following items are not included and shall be provided by other:

- Legal notices / Bid advertising
- Regulatory permit fees
- Site surveys
- Geotechnical testing
- Special Inspections
- Materials Testing

The following additional services may be necessary for the project and will be determined after Programming/USDA documentation is complete.

- Fire Suppression System (Fire Pump) Design
- Sewer Lift Station Design
- Deceleration Lane Design
- Fire training area Design
- Interior Design
- LEED Design
- Assistance in preparation of LGC Application

PROJECT SCHEDULE

We propose the following schedule for consideration:

Commissioner Approval	February 1, 2016
Programming/PAR/Budget Completion	February 29, 2016
Commissioner Approval	March 7, 2016
Submit PAR to USDA	March 8, 2016
USDA Review/Approval	April 8, 2016
SD/DD Review Submittal	April 15, 2016
CD Review Submittal	June 3, 2016
USDA Review/Approval	July 1, 2016
Release for Bidding	July 5, 2016
Receive Construction Bids	August 4, 2016
Commissioner Approval of Bids	August 8, 2016
LGC Approval	September 6, 2016
NTP Issued	September 12, 2016
Construction Completed	August 27, 2017
<i>*Estimated construction period of 9 months</i>	

DESIGN TEAM

The following consultants are proposed:

Civil Engineering:	Mack Gay Associates
Structural Engineering:	Stewart, Incorporated

MEP & FP Engineering:

Atlantec, Incorporated

We hope that this proposal will meet with your approval and look forward to working with you and Warren County. If this proposal is approved by the Board of Commissioners, we will prepare a standard AIA Owner-Architect Agreement (AIA B101) with USDA attachments.

Linda, we look forward to establishing a relationship with you and Warren County on this project. Please do not hesitate to contact me if you have any questions.

Sincerely,

Timothy D. Oakley, AIA, LEED AP

Meeting Date: July 11, 2016

Agenda Item # 14-B

SUBJECT: Emergency Services Facility Construction

REQUESTED BY: Commissioners Hunt and Davis

SUMMARY: Request is made to schedule a Special Work Session to receive report of recommendations from the Emergency Services Headquarters Facility Building Design Committee.

FUNDING SOURCE:

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

NOTES:

Meeting Date: July 11, 2016

Agenda Item # 15

SUBJECT: Request from ABC Commission

REQUESTED BY: Karl Hehl, Chairman
Larry Spruill, Executive Director

SUMMARY: ABC Commission requests Board of Commissioners extend the period for ABC Commission to retain profits from sales in order to remedy challenges posed at the Lake Gaston store: increasing rent, limited space and difficulty in receiving stock.

FUNDING SOURCE:

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

Recommend this request be tabled to the August 17, 2016 Board of Commissioners Work Session to allow for discussion by the two Boards.

NOTES:

**Warren County Alcoholic Beverage Control Board
1230 US Highway 158 Business West
Norlina, North Carolina 27563**

Memo To: Warren County Board of Commissioners
Memo From: Larry C. Spruill, General Manager, Warren County ABC Board
Date: 6/3/2016
RE: Proposal to Extend Retention of ABC Profits

In 2013, the Warren County Board of Commissioners granted a three-year reprieve on the distribution of ABC profits to the County so that the ABC Board might accumulate funds to finance start-up costs and obtain financing to construct a new store and warehouse in the Warrenton/Norlina area. The minutes from that meeting on May 15, 2013 state, "The three-year deferral will end on June 30, 2015 and may be revisited by the Board of County Commissioners to determine if additional deferral periods are needed by the ABC Commission to move the proposed capital project forward".

The endeavor that led us to make this proposal has proved very successful. We have constructed a beautiful 5000 square-foot store with adequate retail and warehouse space that has enabled us to maintain sales levels, eliminate escalating rents, and offer a superior retail experience for our customers.

We are now faced with the need to address problems with our Lake Gaston store. The store currently located at the Food Lion Shopping Center on Highway 903 accounts for forty three percent of the county's retail sales with sales growing between four and nine percent annually in all but one out of the last five years. The issues with the store are as follows:

- We are currently paying just over \$24,000 annually in rent on the 1500 square-foot space. This amount has increased by 21% in just four years. This cost will increase in upcoming years at a minimum of 3% annually.
- The retail space is so limited that there is only room for one cash register to be operated at a time requiring customers to wait in long lines in the peak season from Memorial Day to Labor Day. At times it is necessary to limit the number of customers that are in the store with the lines extending out the door and onto the side walk.
- Delivery of stock to the store is limited to the front customer entrance making deliveries quite difficult and inefficient. Delivery personnel are exposed to the elements and must dodge and inconvenience customers when making deliveries of semi-monthly shipments.
- Inventory space and shelf space are very limited.

The ABC Board wishes to begin the search for a real estate parcel sufficient to construct a new store in the Lake Gaston area. We are therefore asking the Board of Commissioners to extend the three year period in which we are allowed to retain profits so that we may once again finance the start-up costs associated with a new building. With your help, it is our hope that we can achieve the same success at Lake Gaston that we have realized at the new store outside Norlina.

We thank you for your help thus far, and appreciate your thoughtful consideration of this request.

The Lake Gaston Store and Area

Lake Gaston continues to attract more and more people to the area for its scenic as well as recreational benefits. At one point, the lake area was considered the fastest growing area of Warren County and the most affluent area of the county. These facts were instrumental in the decision by the ABC Board to operate a store in this area. In December 1995, after reviewing data supplied by an audit team, the board was advised by that team to close the Warren County ABC store in the Littleton area because it was not making a profit. In doing so, that left Warren County with two stores, one in the town of Warrenton, and the other in Norlina. These stores, being only three miles apart, were primarily being used by the people of those areas, meaning that Warren County no longer had a presence in either the Littleton or Lake Gaston area. With only the two stores, it didn't take long to realize that the loss of the Lake and Littleton areas made a huge difference on the well-being of the system as a whole. There was no foreseeable growth with a two-store system. In 2005, after one failed attempt to open a store in the Lake area two years earlier, the state commission, the county commission and the ABC board all agreed to the location of an ABC Store at the Food Lion Shopping Center at Lake Gaston. The rest is history.

The Lake Gaston ABC Store is a thriving part of the community and shopping center now. It has allowed the system to experience growth in both sales and profits since its opening. It also attracts customers from Warren, Halifax, and Northampton counties here in North Carolina as well as Mecklenburg County, Virginia residents.

In 2013, the board again, in an attempt to deliver the best service to its customers as well as meet the challenges of growth occurring in its sales and expenses of operating two locations three miles apart, opted to consolidate the Warrenton and Norlina stores. This led to building a structure to house a store, office, and warehouse. This new structure will no doubt allow the ABC system to meet the business challenges of the future and already has provided many benefits for those working in the system as well as those customers that shop at the site.

After much thought and consideration about the future of the ABC system here in Warren County, all involved in the operation of the system have concluded that due to the growth experienced at the Lake store as well as rising expense of renting a building that no longer can accommodate that growth, it is time to build a structure that will allow the system to meet its growth concerns. In doing so, it will provide a permanent structure that will accommodate future growth concerns as well as provide the customers a better shopping experience. It will also allow the system to meet some required mandates of the State ABC Commission that are not being met at this time due to a lack of space in the current store. In planning for this now the county ABC system will assure its continued success at meeting the demands of the future.

Meeting Date: July 11, 2016

Agenda Item # 16-A

SUBJECT: Contracts Approved by the County Manager

REQUESTED BY: County Manager - Linda T. Worth

SUMMARY: Having been granted authority to enter into contracts up to but not to exceed \$50,000; contracts executed by the County Manager are presented for the Board's information.

Also included for the Board's information is the Sink Tower Erection Contract for the Manson Tower Upgrade that the Board authorized the County Manager to execute.

FUNDING SOURCE: Various

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

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

NOTES:

Contracts
Approved

14 paged
document
provided in
a separate e-
mail

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 June 2016 on behalf of Warren County. I have also included for the Board's information the executed Manson Tower Upgrade Project Agreement with Sink Tower Erection Co., Inc. that the Board authorized me to sign during the April 4, 2016 regular meeting.

Senior Center

Long Creek Coach Line
250 Welcome Avenue
Henderson, NC 27536

I have approved contracts with Long Creek Coach Line for various trips sponsored by the Senior Center for seniors. Fees paid by seniors participating in the trips are used to pay the cost of the contracts.

911 Telecommunications Center

Wireless Communications, Inc.
4800 Reagan Drive
Charlotte, NC 28206

I have approved a modified maintenance agreement for the 911 Patriot System and related equipment in the 911 Center. This agreement will protect the current 911 telephone system until it is replaced in approximately three months with a new telephone system that was approved by the Board of Commissioners at the 6/22/16 Special Meeting. 911 surcharge funds are used to pay the cost of this agreement.

VHF Radio System Upgrades Project

The Manson Tower Upgrade Project Agreement with Sink Tower Erection Co., Inc. is attached for the Board's information. The Board approved and authorized me to sign this agreement during the 4/4/16 regular meeting. Funds to pay the agreed upon contract amount of \$127,600 are budgeted in the VHF Radio System Upgrades Capital Project Budget.

Meeting Date: July 11, 2016

Agenda Item # 16-B

SUBJECT: County Manager's Monthly Report

REQUESTED BY: County Manager – Linda T. Worth

SUMMARY: Manager's June 2016 Monthly Status Report is submitted for the Board's information and approval.

FUNDING SOURCE: N/A

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

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of the County Manager's June 2016 Monthly Status Report.

NOTES:

RE: June 2016 Status Report

Following is a recap of my work activities for the month of June 2016:

Administration

- Meeting with Dr. Spain to discuss matters pertaining to Warren County Schools and Warren County Senior Center (6/1/16)
- Prepared for and attended Budget Work Session (6/1/16)
- Meeting with Atty. Turrentine and Atty. Wilkerson to discuss transition of legal matters (6/2/16)
- Attended Kerr Lake Regional Water System Advisory Board meeting (6/6/16)
- Attended monthly JCPC meeting (6/6/16)
- Attended meeting with LGC in Raleigh, NC along with Finance Director (6/7/16)
- Meeting with Atty. Wilkerson and L. Alston, HR Manager, to discuss Employee Manual (6/8/16)
- Attended meeting with Emergency Services Director, 911 Staff, Sheriff, IT Director, Finance Director and our Halifax County counterparts to discuss 911-Back-Up Plan (6/8/16)
- Attended meeting of the Board of Health re: Warren County Community Health Clinic (6/8/16)
- Meeting with Sheriff Williams to discuss various matters (6/9/16)
- Meeting with J. Harris to discuss proposed plans for Emergency Services Headquarters Facility (6/9/16)
- Meeting with Emergency Services Headquarters Facility Building Design Committee (6/9/16)
- Attended Stepping Up Initiative Work Group Meeting (6/13/16)
- Prepared for and attended BOC Budget Public Hearing and Regular Meeting (6/13/16)
- Meeting with Staff to discuss proposed Emergency Services Headquarters Facility building design (6/14/16)

MEMORANDUM

Page 2

July 6, 2016

Manager's
June 2016
Monthly
Status Report

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- Attended Emergency Services Headquarters Facility Building Design Sub-Committee meeting (6/14/16)
- Prepared for and attended BOC regular Work Session (6/15/16)
- Prepared for and attended BOC Budget Work Session (6/20/16)
- Participated in loan closing with BB&T re: VHF Radio System Upgrades Project (6/21/16)
- Attended Emergency Services Headquarters Facility Building Design Sub-Committee meeting (6/21/16)
- Prepared for an attended BOC Special Meeting to adopt the FY 17 Budget (6/22/16)
- Prepared for and conducted monthly Department Heads Meeting (6/23/16)
- Meeting with C. Williams, Buildings & Grounds Manager, Com. Hunt, and K. Hawkins re: B&G contracting (6/24/16)
- Meeting with Neil Emory, of NCACC, and four NCACC Interns to discuss county government (6/27/16)
- Prepared for and attended Stepping Up Initiative sub-committee meeting (6/28/16)
- Attended Kick-Off Meeting of Manson Tower Upgrade in the VHF Radio System Upgrade Project along with Contractor, Project Consultant and County Staff (6/29/16)
- Meeting with Emergency Services Headquarters Building Design sub-committee (6/29/16)
- Meeting with 911 staff, Sheriff, Finance Director, Emergency Services Director, County Attorney and IT Director to discuss 911 Radio System Upgrade (6/30/16)
- Telephone Conference with J. Smith, of Infinite Possibilities to discuss stakeholders meetings (6/30/16)

Other Activities

- Attended and participated in Library Summer Reading Kick-Off Event (6/24/16)

Project Updates

Buck Spring Project

The Finance Director is preparing the financing proposal to be submitted to local financial institutions to solicit financing bids for the multi-purpose use cabin to be constructed at Buck Spring. Financing bids received will be presented to the Board of County Commissioners for consideration.

MEMORANDUM

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July 6, 2016

Simulcast Radio System Upgrade Project – Phase II

Sink Tower Erection Company, the contractor that will be upgrading the Manson SHP Tower, has secured the critical equipment component needed to complete the tower upgrade. A Kick-Off meeting was held with TSS Partners, Project Consultant; representatives of Sink Tower Erection Company; SHP, and County Staff on 6/29/16. At that meeting, the SHP representatives requested the area around the guy wire to be added to the tower that will be located in a wooded area be increased from 30 feet to 120 feet on either side of the guy wire. Following the Kick-Off meeting, a site visit was made to assess the effect of increasing the cleared area around the guy wire and it was determined it will require a substantial amount of work to clear large trees and brush. Sink Tower subsequently requested an increase of \$7,000 in the contract price to accommodate the additional work. TSS Partners, Project Consultant, has prepared Change Order #1 to the contract with Sink Tower that will be presented to the Board of Commissioners at their 7/11/16 meeting for consideration and approval.

A financing proposal in the amount of \$629,402.38 from BB&T Bank was approved on 5/2/16 by the Board of Commissioners for the Radio System Upgrades component of the Project. The loan closing was held on 6/21/16.

A proposal has been received from Wireless Communications, Inc. to upgrade the Moducom Radio Consoles at the 911 Center in the amount of \$232,469 for equipment and implementation services, and additional costs for the second through fifth year service and maintenance. We are reviewing this proposal with staff of the 911 Board to determine what amounts are eligible to be paid with 911 surcharge funds.

Emergency Services Headquarters Facility

The Emergency Services Headquarters Facility Building Design Committee appointed by the Board of County Commissioners met and appointed a sub-committee to develop and recommend a proposed building design to the full Committee. The sub-committee has met and developed a proposed building design that will be presented to the full Building Design Committee on July 6, 2016. The full Committee will subsequently make a recommendation to the Board of County Commissioners of a proposed building design and construction budget for the new Facility.

Ephraim Place CDBG Project

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 NC Rural Development for the Ephraim Place Housing Development Project.

Adjourn

July 11, 2016
Regular Meeting