

***REVISED***

***WARREN COUNTY  
BOARD OF COMMISSIONERS***

***August 1, 2016***

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***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***

**Call to Order August 1, 2016  
Monthly Meeting  
By  
Chairman or Designee**

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**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”.*
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- **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

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# Citizen Comments

## **RULES FOR CITIZEN COMMENTS**



**Please sign up to speak.**

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

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

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

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

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

**Your comments are being recorded.**

***Warren County Board of Commissioners***

Meeting Date: August 1, 2016

Agenda Item # 5

SUBJECT: Adopt Suggested Agenda

REQUESTED BY: Clerk / Deputy Clerk to the Board

SUMMARY: None

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FUNDING SOURCE: N/A

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

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

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NOTES:

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**REVISED      SUGGESTED AGENDA      REVISED**  
**FOR**  
**August 1, 2016 REGULAR MONTHLY MEETING**  
**OF THE WARREN COUNTY BOARD OF COMMISSIONERS**  
*Armory Civic Center*  
**WARRENTON, NORTH CAROLINA**

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- 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 August 1, 2016 Suggested Agenda**
- 6. Consent Agenda**
  - A. Approve Minutes of July 11, 2016 Regular Monthly Meeting**
  - B. Interest Income Report – Finance Director Gloria Edmonds**
  - C. Tax Collector’s Report – Tax Administrator Starlin Beatty**
  - D. CDBG 03-C-1187 Ephraim Place Quarterly Report – Cathy Alston Kearney, WFI Exec Director**
- 7. Finance Office – Gloria Edmonds, Director**
  - A. Amendment No. 2 to FY 2016-17 Warren County Budget Ordinance**
  - B. Consider Award of Bid for Financing Buck Spring Park Project to Capital Bank**
  - C. Resolution Authorizing the Filing of an Application for Approval of Financing Agreement Authorized by NC General Statute 160A-20 (Buck Spring Project)**
  - D. Resolution Declaring Official Intent to Reimburse Expenditures with Proceeds of Debt Pursuant to US Department of Treasury Regulations (Buck Spring Project)**

7. **Finance Office (cont'd)**
  - E. **Schedule a public hearing for financing of the Warren County Buck Spring Project for August 17, 2016 at 5:45 pm**
  - F. **Resolution Declaring Official Intent to Reimburse Expenditures with Proceeds of Debt Pursuant to United States Department of Treasury Regulations (FY 17 Vehicles and Voter Equipment)**
8. **2015 Tax Year Settlement – Starlin Beatty, Tax Collector/Administrator**
9. **Skippers Cove Development Group, LLC Easement & Contract**
10. **Health Department**
  - A. **Appoint Kaye Hall as Interim Health Director as of August 1, 2016**
  - B. **Receive Recommendation regarding Merger of Warren County Health Department & Warren County Community Health Clinic**
11. **911 Console Upgrade Proposal**
12. **Revisions to Board of Commissioners Meeting Schedule**
  - A. **Special Work Session to discuss EM Headquarters Facility Design – August 9, 2016 at 6:00 pm**
  - B. **Joint Meeting with Board of Education – August 18, 2016 at 6:00 pm**
13. **Consider Adoption of Resolutions**
  - A. **Declaring Surplus Property and Authorizing Auction**
  - B. **Resolution Accepting Prudential 457 Plan as a Voluntary Employee Benefit**
14. **Airport Road Water Main Replacement – Macon Robertson, Director-Public Utilities**
15. **County Manager's Report**
  - A. **Contracts Approved for July 2016**
  - B. **County Manager's July 2016 Status Report**
  - C. **Interlocal Agreement for Funding the Regional Stepping Up Initiative**
16. **Closed Session in accordance with NC GS § 143-318.11(a)(3) for Attorney/Client Privilege**
17. **Adjourn August 1, 2016 Board Meeting**

Meeting Date: August 1, 2016

Consent Agenda Item # 6A

**SUBJECT:** Approve Minutes

**REQUESTED BY:** Clerk to the Board

**SUMMARY:** Minutes of July 11, 2016 Regular Monthly Meeting have been provided to the Board for review and are now presented for action.

**FUNDING SOURCE:** N/A

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

**FOLLOW-UP REQUIRED:** N/A

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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# **Minutes of:**

**July 11, 2016 Regular Monthly Meeting**

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

Meeting Date: August 1, 2016

Consent Agenda Item # 6B

**SUBJECT:** Interest Income Report

**REQUESTED BY:** Gloria Edmonds, Finance Director

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

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**FUNDING SOURCE:** Various Funds

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

**FOLLOW-UP REQUIRED:** N/A

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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**COUNTY OF WARREN  
FINANCE OFFICE**

548 West Ridgeway Street  
Warrenton, NC 27589

Telephone: (252) 257-1778 Fax: (252) 257-6523

Gloria M. Edmonds  
Finance Officer

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**INTEREST INCOME REPORT  
MONTH OF JUNE 2016  
INTEREST RATE OF 0.33%**

<b>FUND</b>	<b>JUNE INCOME</b>	<b>FISCAL YEAR TO - DATE</b>
General	2,538.08	22,516.51
Revaluation	112.87	844.32
E 911 Telephone System	124.38	939.30
Buck Spring Project	69.49	595.95
Simulcast System Upgrade	99.69	863.56
Regional Water Enterprise Fund	143.37	1,582.56
District 1 Enterprise Fund	292.07	2,298.87
Solid Waste	26.23	299.35
District II Enterprise Fund	269.69	2,448.85
District III Enterprise Fund	31.57	921.54
District III Phase III	1.55	14.17
Emergency Services Headquarters	22.91	223.12
Recreation Complex Phase III	0.27	27.02
	<b>3,732.17</b>	<b>33,575.12</b>

Meeting Date: August 1, 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 June 2016 is presented for the Board's information.

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**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:**

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**NOTES:**

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

**Current Year Collections**

Tax Year	Charge	Collected in June	Collected to Date	Balance Outstanding	Percentage Collected
June 2016 FY16	\$16,439,968	\$89,660	\$15,886,213	\$553,756	96.63
June 2015 FY15	\$16,402,044	\$115,062	\$15,901,236	\$500,808	96.95

**Delinquent Collections**

2014	\$497,939	\$5,988	\$251,118	\$246,821	50.43
2013	270,069	2,291	84,280	\$185,789	31.21
2012	169,025	891	37,397	\$131,628	22.13
2011	120,659	941	21,279	\$99,380	17.64
2010	99,431	502	13,183	\$86,248	13.26
2009	89,411	405	11,337	\$78,074	12.68
2008	85,396	355	9,373	\$76,023	10.98
2007	94,910	441	5,916	\$88,993	6.23
2006	98,757	354	4,225	\$94,532	4.28
2005	84,053	107	3,952	\$80,100	4.70
<b>Total Delinquent Years</b>	<b>\$ 1,609,650</b>	<b>\$12,275</b>	<b>\$ 442,060</b>	<b>\$ 1,167,588</b>	

**Other June Receipts**

County Penalties  
Landfill User Fees  
Municipalities  
Fire District Taxes  
Advance Taxes

\$ 7,551	\$ 140,423
\$ 15,511	\$ 1,215,071
\$ 2,374	\$ 650,625
\$ 5,527	\$ 857,232
\$ 17,048	\$ 56,444

**JUNE GRAND TOTAL**

<b>\$ 149,946</b>	<b>\$19,248,068</b>
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*Starlin Beatty, Tax Administrator*

Starlin L. Beatty, Tax Administrator

7/15/2016

DATE

Meeting Date: August 1, 2016

Consent Agenda Item # 6D

**SUBJECT:** CDBG Ephraim Place Quarterly Report

**REQUESTED BY:** Cathy Alston-Kearney, Executive Director  
Warren Family Institute

**SUMMARY:** Ephraim Place Housing Development Project Quarterly Report  
is submitted for Board's approval.

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**FUNDING SOURCE:**

**APPLICABLE STATUTE:**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

Recommend approval of Ephraim Place Housing Development Project Quarterly Report

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**NOTES:**

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### CDBG QUARTERLY PROGRESS REPORT (revised 10/10)

Grantee: Warren County Grant No: 03-C-1187 Amount Awarded: \$133,000  
 Period Covered (M/Y): 4/1/16 - 6/30/16 Calendar Quarter: 2nd Date Prepared: 7/22/16

Activity	LF, #Properties #Units Proposed	# Completed This Quarter	# Completed To Date	# Persons Proposed	# Persons AMI	# Persons MI	# Persons LI	# Persons VLI
Acquisition	3	0						
Street Improvements	3	0						
Sewer Improvements	3	0						
Water Improvements	3	0						
C-1								
C-1								
C-1								
C-1								
C-1								
C-1								
L-1								
L-1								

**TOTAL**

Activity	Activity Code	Budget	Expended This Quarter	Expended To Date	Amt. Req. This Quarter	Amt. Req. To Date	(Fm Hd Hld) Gender	Race
C-1								
C-1								
C-1								
C-1								
C-1								
C-1								
C-1								
C-1								
C-1								
L-1								
L-1								
L-1								
<b>TOTAL</b>		<b>\$0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		

Notes:

Prepared By: Cathy Alston-Kearney

Title: Program Manager

Endorsed By: \_\_\_\_\_

Title: \_\_\_\_\_

Meeting Date: August 1, 2016

Agenda Item # 7-A

SUBJECT: Finance Office

REQUESTED BY: Gloria Edmonds, Finance Director

SUMMARY: Amendment # 2 to the FY 2016-17 Warren County Budget Ordinance is submitted for Board's review and approval.

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FUNDING SOURCE:

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of Amendment # 2 to the FY 2016-17 Warren County Budget Ordinance as requested by Finance Director Gloria Edmonds.

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**AMENDMENT TO THE WARREN COUNTY BUDGET ORDINANCE**

**2016/2017**

**Amendment No. 2**

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	\$	<u>6,500</u>
<b>Total</b>	<b>\$</b>	<b>6,500</b>

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	\$	<u>6,500</u>
<b>Total</b>	<b>\$</b>	<b>6,500</b>

**This amendment:**

- appropriates funds to the Emergency Services budget for the emergency operation plan training and tabletop exercise. Funds were received from the Emergency Management Performance Grant in FY 16 but not spent.

Funding Source: Fund Balance Appropriated

Respectfully Submitted 08/01/2016

*Gloria M. Edmonds*

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Gloria M. Edmonds, Finance Director

Meeting Date: August 1, 2016

Agenda Item # 7-B

SUBJECT: Finance Office

REQUESTED BY: Gloria Edmonds, Finance Director

SUMMARY: Award bid for financing of Buck Spring Park Project to Capital Bank at a rate of 1.95%, interest plus fees \$18,359.71. Request was circulated to 6 lending institutes with only one response.

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FUNDING SOURCE:

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

Recommend award of bid for financing of Buck Spring Park Project to Capital Bank at a rate of 1.95%, interest plus fees \$18,359.71 for a maximum five (5) year term, on request of Finance Director, pending approval of the Local Government Commission. If collateral is required, it shall be limited to structure only.

NOTES:

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**COUNTY OF WARREN  
FINANCE OFFICE  
548 W. RIDGEWAY STREET  
WARRENTON, NC 27589  
Telephone: (252) 257-1778 Fax: (252) 257-6523**

**Gloria M. Edmonds  
Finance Director**

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**MEMORANDUM**

**TO:** Warren County  
Board of Commissioners

August 1, 2016

**FROM:** Gloria M. Edmonds,  
Finance Director

**SUBJECT:** Installment Purchase Financing Bids

Warren County solicited bids from six (6) financial institutions for the financing of the Buck Spring Park project for a term of five (5) years.

The following bids were received:

<b>Financial Institution</b>	<b>Rate</b>	<b>Interest Plus Fees</b>
Capital Bank	1.95	18,359.71
PNC	No Bid Received	
First Citizens Bank	No Bid Received	
Regions Bank	No Bid Received	
BB&T Governmental Finance	No Bid Received	
Fidelity Bank	No Bid Received	

Capital Bank submitted the proposal with the lowest costs (interest plus fees), therefore, it is my recommendation that we accept this bid.

c: Linda T. Worth, County Manager

Meeting Date: August 1, 2016

Agenda Item # 7-C

SUBJECT: Finance Office

REQUESTED BY: Gloria Edmonds, Finance Director

SUMMARY: Resolution Authorizing the Filing of an Application for Approval of Financing Agreement Authorized by NC General Statute 160A-20 (Buck Spring Project). Authorize Chairman of the Board to sign same.

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FUNDING SOURCE:

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of Resolution Authorizing the Filing of an Application for Approval of Financing Agreement Authorized by NCGS 160A-20 for Buck Spring Project as requested by Finance Director.  
Authorize Chairman Richardson to sign same.

NOTES:

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## RESOLUTION

### RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR APPROVAL OF A FINANCING AGREEMENT AUTHORIZED BY NORTH CAROLINA GENERAL STATUTE 160A-20

**WHEREAS**, the Board of Commissioners of Warren County, North Carolina desires to construct a 2,176 sq. ft. multi-purpose use cabin facility on property currently owned by Warren County, known as Buck Spring Park (the "Project"); and

**WHEREAS**, the Board of Commissioners of Warren County, North Carolina desires to finance the Project by the use of an installment contract authorized under North Carolina General Statute 160A, Article 3, Section 20; and

**WHEREAS**, findings of fact by this governing body must be presented to enable the North Carolina Local Government Commission to make its findings of fact set forth in North Carolina General Statute 159, Article 8, Section 151 prior to approval of the proposed contract;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of Warren County, North Carolina, meeting in regular session on the 1st day of August, 2016, make the following findings of fact:

1. The proposed contract is necessary or expedient to facilitate the financing of the construction of a 2,176 sq. ft. multi-purpose use cabin facility on property known as Buck Spring Park. The cabin will be used as a meeting/retreat facility for 4-H programming, county/state agencies, educational entities and other public and private entities. The facility will complement the recreational amenities located at the Park.
2. The proposed contract is preferable to a bond issue for the same purpose because of the favorable interest rates offered through installment contract financing and the low fixed costs compared to a bond issue. The cost of the undertaking is approximately \$485,878 which exceeds the amount that can prudently be raised through appropriation of available fund balance in light of other capital needs the county anticipates meeting in the near future.
3. The cost of financing under the proposed contract is believed to be less than the cost of issuing general obligation bonds, considering expenses relating to special referendum and bond counsel.
4. The sums to fall due under the contract are adequate and not excessive for the proposed purposes due to the County's diligence to provide services at a level previously not available while being conservative in design.
5. The County of Warren's debt management procedures and policies are in compliance and the County is well below its debt margin with no defaults on debt service payments.
6. The increase in taxes necessary to meet the sums to fall due under the proposed contract will be less than one cent per \$100 valuation and is not deemed to be excessive.
7. The County of Warren is not in default in any of its debt service obligations.

8. The attorney for the County of Warren will render an opinion that the proposed Project is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of North Carolina.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Finance Director is hereby authorized to act on behalf of the County of Warren in filing an application with the North Carolina Local Government Commission for approval of the Project and the proposed financing contract and other actions not inconsistent with this resolution.

This resolution is effective upon its adoption this 1<sup>th</sup> day of August, 2016.

The motion to adopt this resolution was made by Commission \_\_\_\_\_,

seconded by Commissioner \_\_\_\_\_ and passed by a vote of \_\_\_\_ to \_\_\_\_.

\_\_\_\_\_  
Barry Richardson, Chairman  
Warren County Board Of Commissioners

ATTEST:

\_\_\_\_\_  
Angelena Kearney-Dunlap  
Clerk to the Board

This is to certify that this is a true and accurate copy of the Resolution adopted by the Warren County Board of Commissioners on the 1<sup>th</sup> day of August, 2016.

\_\_\_\_\_  
Angelena Kearney-Dunlap  
Clerk to the Board

\_\_\_\_\_  
Date

Meeting Date: August 1, 2016

Agenda Item # 7-D

**SUBJECT:** Finance Office

**REQUESTED BY:** Gloria Edmonds, Finance Director

**SUMMARY:** Resolution Declaring Official Intent to Reimburse Expenditures with Proceeds of Debt Pursuant to United States Department of Treasury Regulations (Buck Spring Project). Authorize Clerk to the Board to attest same.

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**FUNDING SOURCE:**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:** N/A

**COUNTY MANAGER'S RECOMMENDATION:**

Recommend adoption of Resolution Declaring Official Intent to Reimburse Expenditures with Proceeds of Debt Pursuant to US Department of Treasury Regulations for Buck Spring Project and authorize Clerk to attest same.

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**NOTES:**

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**RESOLUTION DECLARING OFFICIAL INTENT TO  
REIMBURSE EXPENDITURES WITH PROCEEDS OF  
DEBT PURSUANT TO UNITED STATES DEPARTMENT  
OF TREASURY REGULATIONS**

BE IT RESOLVED, by the Board of Commissioners for Warren County, North Carolina:

Section 1. The Board hereby finds, determines and declares as follows:

(a) Treasury Regulations Section 1.150-2 (the "Regulations"), promulgated by the United States Department of Treasury on June 18, 1993, prescribes certain specific procedures applicable to certain obligations issued by the County after June 30, 1993, including, without limitation, a requirement that the County timely declare its official intent to reimburse certain expenditures with the proceeds of debt to be issued thereafter by the County.

(b) The County has advanced and/or will advance its own funds to pay certain capital costs (the "Original Expenditures") associated with the County's Buck Spring Park Project (the "Project").

(c) The funds heretofore advanced or to be advanced by the County to pay the Original Expenditures are or will be available only on a temporary basis, and do not consist of funds that were otherwise earmarked or intended to be used by the County to permanently finance the Original Expenditures.

(d) As of the date hereof, the County reasonably expects that it will reimburse itself for such Original Expenditures with the proceeds of debt to be incurred by the County, and the maximum principal amount of debt to be incurred with respect to the Project is expected to be \$320,000.

(e) All Original Expenditures to be reimbursed by the County were paid no more than 60 days prior to, or will be paid on or after the date of, this declaration of official intent. The County understands that such reimbursement must occur not later than 18 months after the later of (i) the date the Original Expenditure was paid; or (ii) the date the Project is placed in service or abandoned, but in no event more than 3 years after the Original Expenditure was paid.

Section 2. Effective Date. This resolution shall take effect upon its passage.

Upon motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, the foregoing resolution entitled: "RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES WITH PROCEEDS OF DEBT PURSUANT TO UNITED STATES DEPARTMENT OF TREASURY REGULATIONS" was passed by the following vote:

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

The motion carried.

\* \* \* \* \*

I, Angelena Kearney-Dunlap, Clerk to the Board of Commissioners for Warren County, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board at a meeting held on August 1, 2016, as relates in any way to the declaration of intent to reimburse expenditures with the proceeds of debt and that said proceedings are recorded in Minute Book No. \_\_\_ of the minutes of said Board, beginning at page \_\_\_ and ending at page \_\_\_.

I DO HEREBY FURTHER CERTIFY that a schedule of regular meetings of said Board providing dates, locations and times is kept on file in my office, in accordance with G.S. §143-318.12.

WITNESS my hand and the corporate seal of said County, this \_\_\_ day of August, 2016.

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Angelena Kearney-Dunlap  
Clerk to the Board of Commissioners  
Warren County, North Carolina

Meeting Date: August 1, 2016

Agenda Item # 7-E

**SUBJECT:** Finance Office

**REQUESTED BY:** Gloria Edmonds, Finance Director

**SUMMARY:** It is proposed to schedule a public hearing regarding the proposed financing of Warren County Buck Spring Project for Wednesday, August 17, 2016 at 5:45 pm. (Immediately before Board's regular work session.)

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**FUNDING SOURCE:**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:** N/A

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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Meeting Date: August 1, 2016

Agenda Item # 7-F

**SUBJECT:** Finance Office

**REQUESTED BY:** Gloria Edmonds, Finance Director

**SUMMARY:** Resolution Declaring Official Intent to Reimburse Expenditures with Proceeds of Debt Pursuant to United States Department of Treasury Regulations (FY 17 Vehicles and Voter Equipment). Authorize Chairman of the Board to sign same.

**FUNDING SOURCE:**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:** N/A

**COUNTY MANAGER'S RECOMMENDATION:**

Resolution Declaring Official Intent to Reimburse Expenditures with Proceeds of Debt Pursuant to US Department of Treasury Regulations (FY 17 Vehicles and Voter Equipment), as requested by Finance Director. Authorize Chairman Richardson to sign same.

**NOTES:**

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**RESOLUTION DECLARING OFFICIAL INTENT  
TO REIMBURSE EXPENDITURES WITH  
PROCEEDS OF DEBT PURSUANT TO UNITED  
STATES DEPARTMENT OF TREASURY  
REGULATIONS**

**WHEREAS**, Warren County intends to purchase a Project (as described below), use its own funds to pay initial costs, and then reimburse itself from financing proceeds for these early expenditures. Finance Director, Gloria M. Edmonds, has advised the Board that it should adopt this resolution to document the County's plans for reimbursement, in order to comply with federal tax rules (i.e., Treasury Regulation 1.150-2) relating to reimbursement from financing proceeds.

**BE IT RESOLVED** by the Board of Commissioners of Warren County, North Carolina, as follows:

1. The Project is the purchase of new vehicles and voter equipment in FY 17 for the following departments at the following estimated costs:
  - Sheriff's Office – 2 Dodge Chargers - \$49,000
  - Code Enforcement- 1 Toyota Truck - \$26,954
  - Health – 1 Ford Fusion- \$17,485
  - Emergency Medical Services – Ambulance Remount - \$147,500
  - Library – 1 Ford Edge - \$19,578
  - Public Utilities – 1 Ford Truck - \$25,200
  - Public Works – 1 Ford Truck - \$28,000
  - Board of Elections – Voter Equipment - \$270,000
2. The County intends to advance funds for initial Project costs, and then reimburse itself from financing proceeds. The expected type of financing for the Project is installment financing under Section 160A-20. The expected maximum amount of the obligation to be issued or contracted for the Project (including allowances for financing costs) is approximately \$583,717.
3. Funds for the early Project expenditures may come from the County's General Fund.
4. The County intends for the adoption of this resolution to be a declaration of its official intent to reimburse itself from financing proceeds for the Project cost expenditures.

I certify as follows: that the forgoing resolution was properly adopted at a meeting of the Board of Commissioners of Warren County, North Carolina; that this meeting was properly called and held on August 1, 2016; that a quorum was present and acting throughout this meeting; and that this resolution has not been modified or amended, and remains in full effect as of today.

**Dated this 1<sup>st</sup> day of August 2016**

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Barry Richardson  
Chairperson,  
Warren County Board of Commissioners

Meeting Date: August 1, 2016

Agenda Item # 8

SUBJECT: 2015 Tax Year Settlement

REQUESTED BY: Starlin Beatty, Tax Collector/Administrator

SUMMARY: Above referenced "Settlement" is submitted for Board's review and acceptance.

FUNDING SOURCE: N/A

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE: NCGS 105-332, 372 & 321

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of 2015 Tax Year Settlement, as presented by Tax Collector/Administrator

NOTES:

Starlin Beatty  
Tax Administrator



117 South Main Street  
Post Office Box 240  
Warrenton, North Carolina 27589  
Phone: (252) 257-3337  
Fax: (252) 257-9369

**COUNTY OF WARREN  
OFFICE OF THE TAX ADMINISTRATOR**

**2015 TAX YEAR ANNUAL SETTLEMENT**

2015 TAX YEAR ORIGINAL LEVY	\$18,677,349.01
ADDITIONS:	
DISCOVERIES	\$ 569,187.48
INTEREST	\$ 51,907.01
LIEN ADVERTISING COST	\$ 7,106.33
TOTAL	\$19,305,549.83
REDUCTIONS	
UNCOLLECTED BALANCE	
CASH COLLECTIONS	\$18,438,720.26
RELEASES	\$ 67,865.73
TOTAL	\$18,506,585.99
BALANCE OUTSTANDING AT JUNE 30, 2016	\$ 798,963.84
TOTAL	\$19,305,549.83

Meeting Date: August 1, 2016

Agenda Item # 9

**SUBJECT:** Skippers Cove Development Group, LLC Easement & Contract

**REQUESTED BY:**

**SUMMARY:** Request for Easement Contract from Skippers Cove Development Group, LLC is submitted for Board's review and action. County Attorney has reviewed same. Authorize signature of Chairman Richardson on three (3) originals.

**FUNDING SOURCE:** N/A

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:** N/A

**COUNTY MANAGER'S RECOMMENDATION:**

Recommend approval of request for Easement & Contract with Skippers Cove Development Group, LLC. Authorize signature of Chairman Richardson on three (3) originals.

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**NOTES:**

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Skippers Cove  
Development  
Group,  
LLC Easement &  
Contract

Page 1 of 7

(Space Above for Recorder's Use)

Prepared By: \_\_\_\_\_  
File: \_\_\_\_\_

NORTH CAROLINA  
WARREN COUNTY

THIS EASEMENT AND CONTRACT, made and entered into this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Skipper's Cove Development Group, LLC, a North Carolina Limited Liability Company, (hereinafter "Developer"); and Warren County, (hereinafter "Warren County," "Public Utilities" or "Warren County Public Utilities");

WITNESSETH:

WHEREAS, The Developer is developing a subdivision, Skipper's Cove, located in Middleburg Township, Vance County, North Carolina, map of which is hereby attached and as more particularly described in **Exhibit A** hereto attached and made a part of this agreement (the "Subdivision"); and

WHEREAS, Warren County Public Utilities, upon application by Developer, has agreed to furnish water to the Subdivision subject to the conditions hereinafter set forth; and

WHEREAS, Developer is desirous of conveying to Warren County a permanent and exclusive water line easement on the property and street(s) located in the Subdivision and is desirous of reducing to writing an agreement between the parties hereto.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Developer has given, granted and conveyed unto Warren County, its successors and assigns, perpetual right and exclusive easement to operate and maintain an underground water line for the conveyance of water and all equipment necessary for the purpose of inspecting, maintaining, and repairing said water lines, together with the perpetual right and easement of egress, ingress and

Skippers Cove  
Development  
Group, LLC  
Easement &  
Contract

regress over and upon those roadways, certain tracts or parcels of land lying in the Subdivision and being in Vance County, State of North Carolina, and more particularly described as follows:

**See Exhibit A attached hereto and incorporated herein by reference.**

TO HAVE AND TO HOLD said right and exclusive water line easement to it, Warren County Public Utilities and its successors and assigns, in title, for the purpose of operating and maintaining water lines, meters, pipes, valves and hydrants and other related equipment along said street(s) at such locations as are most practical and convenient to Warren County Public Utilities with full and exclusive rights and authority to go upon said lands whenever the same is reasonably necessary for the purpose of installing water taps, inspecting, maintaining and repairing said pipelines and water system related equipment with full privilege to remove the same if the same becomes necessary, it being agreed that the right and easement hereby granted is appurtenant to and runs with the land now owned by Developer in perpetuity, for the benefit of Warren County. In addition to the granting of the easement as hereinabove set forth, the parties hereto mutually agree as follows:

(1) That Warren County Public Utilities shall furnish to Developer adequate water facilities for such consumers and customers as may be owners of the lots shown on the maps of the Subdivision attached hereto and made a part of this agreement, as well as any other potential consumers and customers of Warren County Public Utilities, on condition that said consumers and customers make application for membership and tapping onto the water system and paying to Warren County Public Utilities a necessary tapping fee under the approved methods of tapping and applying for water services and to pay at the approved rates as may be from time to time agreed upon the cost of such water furnished under the terms and conditions of the rules and regulations of Warren County Public Utilities

(2) It is agreed between the parties hereto that upon installation, testing and approvals of the new water lines, appurtenances and equipment as designed by John Hamme civil engineer, the newly installed water lines in the Subdivision shall become a part of the overall water system of Warren County provided; however, the same shall be subject to the following conditions:

(a) That Developer shall pay the complete cost of the design, permitting, installation and construction of the water lines, hydrants and labor in the installation of the water system in the Subdivision. The Developer shall install and construct the water lines, hydrants, and other related equipment, including the expense of all labor in the Subdivision in accordance with the plans and specifications approved by the engineer and Warren County Public Utilities.

Skippers Cove  
Development  
Group, LLC  
Easement &  
Contract

(b) That the installation of said water lines, hydrants, and equipment must first receive full approval by the engineer and shall be in accordance with the approved plans and specifications of the facilities similar to those now presently existing in the Warren County's Water System.

(c) That Developer by the execution of this agreement and as a condition thereof does hereby convey all of its right, title, and interest in and to said extensions of the line or lines into the Subdivision along said street(s) as hereinabove named as shown on the map attached hereto and made a part hereof, which includes all the exclusive water easement rights above referred to, all rights to all taps made on the new line, exclusive rights to control and use of said line as the property of Warren County, with full rights of ingress and egress thereto as well as the right to install water lines and taps to any customers of the Developer served by this new line and that any rights to tapping fees or use of said water pipelines located on said street(s) hereinabove described and water easement rights shall be vested solely and exclusively by Warren County.

(d) That since the Developer is installing the new water line for improved water supply and firefighting purposes All customers shall establish a billing account with Warren County Public Utilities in order to pay a monthly water bill for consumption and to cover the cost of maintaining water quality that meets the same State standard of other water lines in the Warren County Water System. Warren County Public Utilities will retain the rights annually to review and adjust said fees to a reasonable level that covers cost of maintaining the subdivisions water lines covered in this agreement.

(e) It is agreed between the parties hereto that the installation of said pipelines, in addition to the approval of the engineer, shall require approval of the North Carolina State Board of Health and meet all requirements under the law.

(f) Warren County Public Utilities, upon receipt of the payment for the System Development Fees and other expenses thereof, shall grant permission to install said water pipelines in such areas agreed between the parties hereto. It is agreed that no other party shall be granted a water line easement without written consent of Warren County. Each owner of the buildable lots annotated on the Subdivision plat for the Subdivision shall connect to the newly installed water line where excisable as directed by Warren County ordinance. All other lots not serviceable by the Warren County water line have the option of connecting to an alternate water supply as approved by Vance County.

(g) It is understood and agreed between the parties hereto that none of the expenses incurred by Developer, including the payment in full of the installation of the water lines, and legal expenses incurred by Developer shall be refundable.

(h) It is understood and agreed between the parties hereto that if the street(s) in the subdivision are not designed for acceptance by the North Carolina Department of Transportation, Warren County

Skippers Cove  
Development  
Group, LLC  
Easement &  
Contract

shall not be responsible for future relocation of mains due to roadway/ditch relocation. Such cost shall be borne by Developer and/or its successors or assigns.

(i) Developer hereby grants to Warren County a twelve (12) month warranty to cover any defects developing from faulty materials or workmanship. The warranty shall cover damage caused to public and/or private property and shall begin at the date of acceptance by Warren County, and to that end Developer does hereby agree to save harmless Warren County from any claim, loss or damage, including reasonable attorney fees, by reason of any damage caused as herein provided.

(j) It is understood that the conveyance of water by Warren County into the Subdivision or property above mentioned, prior to the total acceptance of the water mains, does not constitute an acceptance by Warren County, nor does it relieve Developer from completing its acceptance requirements.

(3) For and in consideration of Warren County agreeing to furnish water to Developer in the Subdivision, Developer does agree to hold harmless Warren County or any of its officers or employees from any and all liens, claims, judgments, and any and all expenses including reasonable attorney's fees as a result of the installation of the water pipes, hydrants, valves and other like equipment in said subdivision, as per the agreement of easement and contract executed the day and year first above written.

(4) In the event the Developer by and through its Contractors shall pave over any waterlines installed in the above described street(s) of the Subdivision, so as to require Warren County to have to remove the pavement in order to service customers in the Subdivision, Developer agrees to bear any cost that it may incur in having to replace the pavement, which was removed for any reason by Warren County or in order to place a tap at any one lot located in the Subdivision.

(5) Developer, its successors and assigns reserves the right to use the land in and over the easement area described in **Exhibit A** (the "Easement Area") for purposes not inconsistent with the easement rights granted herein, except Developer, its successors and assigns, agrees that no buildings or permanent structures, wells, septic tanks, fences, trees, vegetation or any other obstruction (a "Prohibited Structure") which might interfere with the construction, maintenance, or operation of the Warren county water distribution facilities shall be placed within the Easement Area without the express written permission of Warren County. In the event that Developer, its successors and assigns places any Prohibited Structure within the Easement Area, then Warren County may notify Developer, its successors and assigns of the presence of the Prohibited Structure, and Developer agrees for itself, its successors and assigns that it shall remove the Prohibited Structure within thirty (30) days of receipt of written notice from Warren County to do so. In the event that the Prohibited Structure causes any damage to the water pipes, hydrants, valves and other water distribution facilities of Warren County located in the Easement Area, then Developer agrees for itself, its successors and assigns to reimburse and pay to

Skippers Cove  
Development  
Group, LLC  
Easement &  
Contract

Warren County the full cost of any repair required, and failure to pay said obligation shall entitle Warren County to institute suit immediately to recover the amount involved for which Developer, its successors and assigns shall be liable. In the event Developer fails to remove the Prohibited Structure within thirty (30) days of receipt of written notice from Warren County to do so, Warren County shall have the right to remove any Prohibited Structure located in the Easement Area which it determines, in its sole and absolute discretion, interferes with the construction, maintenance, or operation of its water distribution facilities or its use and enjoyment of the Easement Area. Developer agrees for itself, its successors, and assigns to reimburse and pay to Warren County the full cost of any removal of Prohibited Structures from the Easement Area, and failure to pay said obligation shall entitle Warren County to institute suit immediately to recover the amount involved for which Developer, its successors and assigns shall be liable. Warren County shall not be liable to Developer, its successors and assigns for the removal of any Prohibited Structure located within the Easement Area, and it shall have no obligation to repair or replace any Prohibited Structure which it removes pursuant to this section.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed effective the day and year first above written.

**SKIPPER'S COVE DEVELOPMENT GROUP, LLC**

BY:   
**MACK R. CHOPLIN, Manager**

**WARREN COUNTY**

BY: \_\_\_\_\_  
\_\_\_\_\_

Skippers Cove  
Development  
Group, LLC  
Easement &  
Contract

STATE OF NORTH CAROLINA  
COUNTY OF WARREN

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: \_\_\_\_\_.

Witness my hand and Notary Seal this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

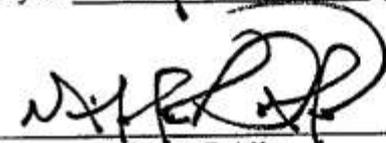
\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA  
COUNTY OF VANCE

I, the undersigned Notary Public of the County or City of Vance and State aforesaid, certify that MACK R. CHOPLIN personally came before me this day and acknowledged that he is the Manager of Skipper's Cove Development Group, LLC, a North Carolina Limited Liability Company, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and Notarial Seal, this the 28<sup>th</sup> day of April, 2016

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

Skippers Cove  
Development  
Group, LLC  
Easement &  
Contract

Page 7 of 7

**WARREN COUNTY PUBLIC UTILITIES**

**INVOICE**

P. O. Box 577  
Warrenton, NC 27589  
252-257-3645

Mr. Mack R. Choplin, Managing Member  
Skipper's Cove Development Group  
Post Office Box 741  
Henderson, NC 27536

INVOICE DATE | March 15, 2016

TERMS | Upon Receipt

**RE: System Development Fees**

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Connection Fee		\$250.00
4	Hydrant Fee	50.00	\$200.00
16	Metered Services Fee	250.00	\$4,000.00
		SUBTOTAL	\$4,450.00
		TAX	
		FREIGHT	
			\$4,450.00

**DIRECT ALL INQUIRIES TO:**  
Marcie Byrd  
252-257-3645  
email: marciebyrd@warrencountync.gov

**MAKE ALL CHECKS PAYABLE TO:**  
Warren County Public Utilities  
P. O. Box 577  
Warrenton, NC 27589

**PAY THIS  
AMOUNT**

Meeting Date: August 1, 2016

Agenda Item # 10-A

SUBJECT: Health Department – Appoint Interim Director

REQUESTED BY: Board of Health

SUMMARY: It is presented on recommendation of the Board of Health, to appoint Kaye Hall to the position of Interim Health Director, effective August 1, 2016 with an annual salary increase of \$5,000.

FUNDING SOURCE: Health Department Lapsed Salary Line Item

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of Board of Health's recommendation to appoint Kaye Hall to the position of Interim Health Director, effective August 1, 2016 with annual salary increased by \$5,000.

NOTES:

Ms. Angelena,

During their regularly scheduled bi-monthly Board of Health meeting on July 19, 2016, the Warren County Board of Health voted unanimously to recommend to the Warren County Commissioners the appointment of Kaye Hall Interim – Health Director effective August 1, 2016 with a \$5,000 annual salary increase to paid from lapse salaries.

Thanks so much,

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

Meeting Date: August 1, 2016

Agenda Item # 10-B

**SUBJECT:** Health Department – Receive Recommendation Regarding Requested Merger with Warren County Community Health Clinic

**REQUESTED BY:** Kaye Hall, Interim Health Director & Warren County Board of Health

**SUMMARY:** It is presented on recommendation of the Board of Health, by unanimous vote, to decline request from the Warren County Community Health Clinic to merge with Warren County Health Department.

**FUNDING SOURCE:**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:** N/A

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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## WARREN COUNTY HEALTH DEPARTMENT

544 WEST RIDGEWAY STREET  
WARRENTON, NC 27589  
(252) 257-1185  
FAX: (252) 257-2897

George A. Smith, RS, MPA  
Health Director

July 20, 2016

Linda Worth  
County Manager  
Warren County

Attn: Linda Worth

During the bi-monthly scheduled Board of Health meeting on July 19, 2016, the Warren County Board of Health voted unanimously **to NOT recommend** to the Warren County Commissioners the merger of the Warren County Community Health Clinic with the Warren County Health Department.

Sincerely,

Andy Smith, REHS, MPA  
Health Director  
Secretary to the Board of Health

Meeting Date: August 1, 2016

Agenda Item # 11

SUBJECT: 911 Console Upgrade Proposal

REQUESTED BY:

SUMMARY: Per attached memo, the County was made aware of the need to upgrade the 911 Dispatch Console in the County's 911 Center to deliver VIPER/VHF patching capability, as part of the VHF Radio System Upgrade - Phase II. The cost of the base system, implementation and training is \$232,469; second and subsequent years' service & maintenance is outlined in the attached pricing proposal. This item is presented for Board's review and authorization for County Manager Worth to sign related documents in order to proceed.

FUNDING SOURCE: 911 Funds

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED:

COUNTY MANAGER'S RECOMMENDATION:

Recommend acceptance of Contract with Motorola for 911 Console Upgrade and authorize County Manager Worth to sign contract and related documents. Funding Source 911 Funds

NOTES:

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**“911 Console  
Upgrade Proposal”**

Entire 38 paged  
document has  
been provided in a  
separate e-mail.

**MEMORANDUM**

**TO:** Warren County Board of Commissioners  
**FROM:** Linda T. Worth, County Manager *LW*  
**RE:** 911 Console Upgrade Proposal  
**DATE:** July 20, 2016

We were made aware of the need to upgrade the 911 Dispatch Console in the County's 911 Center to deliver VIPER/VHF patching capability as part of the VHF Radio System Upgrade Project – Phase II. The current console is nearing the end of its life cycle. The alternative to upgrading the console would be to purchase a RIOS System at a cost of \$44,049.02 that was included in the bid received from Wireless Communications for the Radio System Upgrade Project – Phase II.

We solicited a proposal from Wireless Communications, Inc., a Motorola vendor, for a solution to upgrade the current 911 Moducom Dispatch Console to a MCC5500 Conventional Dispatch Console. Excerpts from the proposal dated June 10, 2016 are attached. The cost of the base system, implementation and training is \$232,469. The cost of second and subsequent years' service and maintenance is outlined in the attached pricing proposal. Staff has shared this proposal with the 911 Board and they have advised us that 911 surcharge funds the County currently has on hand can be used to pay for the console upgrade, implementation, training, and service and maintenance costs. There may be some minimal costs to be borne by the County for items such as work stations that are capped at a certain cost by the 911 Board.

The County's consultant, Mr. Frank Marum, of TSS Partners, has reviewed the proposal and communicated my questions/concerns to Wireless Communications regarding Warren County's responsibilities outlined in the proposal. Based on the responses from Wireless Communications that are attached also, I am recommending the Board accept the proposal and enter into an agreement with Wireless Communications, Inc. to upgrade the 911 Console to a MCC5500 Conventional Dispatch Console to facilitate VIPER/VHF patching capability as part of the VHF Radio System Upgrade Project – Phase II. The funding source for this project is the 911 Fund and, if needed, the Central Communications General Fund budget.

Please advise if there are any questions or concerns regarding this matter.

cc: Sheriff Johnny Williams  
Venecia Harris, E911 Coordinator  
Gloria Edmonds, Finance Director  
Jamie Wilkerson, County Attorney  
Frank Marum, TSS Partners  
Attachments



**“911 Console  
Upgrade Proposal”**

**Entire 38 paged  
document has  
been provided in a  
separate e-mail.**

MOTOROLA SOLUTIONS, INC.  
1700 BELLE MEADE COURT, LAWRENCEVILLE, GA 30043  
USA

Tel. + 1 847 576 5000  
Fax + 1 847 538 6020

June 19, 2016

Linda Worth  
County Manager  
Warren County  
602 Ridgeway Street  
Warrenton, NC 27589

Subject: Warren County Console Responsibilities

Dear Mrs. Worth,

Motorola Solutions, Inc. (“Motorola”) doesn’t foresee any extra expenses for Warren County based on the current scope of work for your MCC5500 console project except for the possible purchase of the Rios product if the VHF/800VIPER patch doesn’t meet Warren County’s requirements. I have attached the Warren County Responsibilities document with our comments attached.

We are excited to partner with Warren County on this project and please call if you have any questions or concerns.

Sincerely,

Motorola Solutions, Inc.

Scott Hurt.  
Senior Account Executive

## **“911 Console Upgrade Proposal”**

Entire 38 paged document has been provided in a separate e-mail.

### **1.1 Motorola Solutions Responsibilities**

Motorola’s general responsibilities include the following:

- ◆ Perform the installation of the Motorola supplied equipment described above.
- ◆ Schedule the implementation in agreement with Warren County.
- ◆ Coordinate the activities of all Motorola subcontractors under this contract.
- ◆ Administer safe work procedures for installation.
- ◆ Provide Warren County with the appropriate system interconnect specifications.

### **1.2 Warren County Responsibilities**

Warren County will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. Warren County’s general responsibilities include the following:

- ◆ Provide all buildings, equipment shelters, and towers required for system installation Not Applicable
- ◆ Insure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment. Verified by Wireless
- ◆ Obtain all licensing, site access, or permitting required for project implementation. Not Applicable
- ◆ Obtain frequencies for project as required. Not Applicable
- ◆ Provide all radio transmitters, receivers, and transmitter/receiver control equipment. Warren County’s existing base station equipment will be reused with the new consoles
- ◆ Provide required system interconnections to repeaters, control stations. Warren County will be responsible for connectivity using the existing Microwave links.
- ◆ Customer will provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s). Unless equipment ships to Wireless facility in Oxford.
- ◆ Coordinate the activities of all Warren County’s vendors or other contractors.
- ◆ Wireless will coordinate activities for any 3<sup>rd</sup> party vendors

Motorola has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

**“911 Console  
Upgrade Proposal”**

Entire 38 paged  
document has  
been provided in a  
separate e-mail.

- ◆ All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56. Verified by Wireless
- ◆ All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described. Verified by Wireless
- ◆ Any site/location upgrades or modifications are the responsibility of the customer. If Warren County changes the Scope of work then a change order will need to be Signed and the changes requested
- ◆ Any tower stress analysis or tower upgrade requirements are the responsibility of the customer . Not Applicable
- ◆ Approved FCC licensing provided by the customer.
- ◆ This is Warren County’s responsibility -However Wireless has verified that your licenses are up to date.
- ◆ Approved local, State or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the customer. Not Applicable
- ◆ Any required system interconnections not specifically outlined here will be provided by the Customer. These may include dedicated phone circuits, microwave links or other types of connectivity. Verified by Wireless
- ◆ No coverage guarantee is included in this proposal. Not Applicable
- ◆ Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola provided transmitter(s) to the Motorola provided receiver(s). Should the Customer’s system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue. Correct Statement.

Motorola will configure and test the VHF/800 Patch If it doesn’t meet Warren County’s requirements- Then a RIOS will need to be purchased.

We anticipate minimal system downtime as we will be operating two console systems in parallel during the console cutover.

We don’t anticipate any need for backup from Halifax County.

## Section 6. Pricing

### “911 Console Upgrade Proposal”

Entire 38 paged document has been provided in a separate e-mail.

Motorola’s pricing is based on the equipment list and services defined for the system designed for Warren County. The Statement of Work (SOW) describes the work to be performed for the implementation, optimization, and testing of the system and the equipment list provides the equipment necessary for this project.

<b>Base System Pricing</b>	
Base System Equipment Total	<b>\$134,782.00</b>
Implementation Services (Implementation, Optimization and Training—includes first year 7x24 service and maintenance)	<b>\$113,660.00</b>
Tax ( Customer is responsible)	<i>Not Included</i>
<b>Base System Total with Implementation and Training</b>	<b>\$232,469.00</b>
Optional Second Year Service and Maintenance	\$10,617.00
Optional Third Year Service and Maintenance	\$11,147.00
Optional Forth Year Service and Maintenance	\$11,705.00
Optional Fifth Year Service and Maintenance	\$12,290.00
<b>System Total with Optional Services</b>	<b>\$294,201.00</b>

*Freight will be prepaid and added*

Pricing is Valid 90 days from proposal delivery date

**Meeting Date:** August 1, 2016

**Agenda Item #** 12-A

**SUBJECT:** Revise Board of Commissioners Meeting Schedule

**REQUESTED BY:**

**SUMMARY:** It is presented to schedule a Special Work Session for Tuesday, August 9, 2016 at 6:00 pm to receive and discuss the recommended building design from the Emergency Services Headquarters Facility Building Design Committee.

**FUNDING SOURCE:** N/A

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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## **NOTICE**

### **Warren County Board of Commissioners Special Work Session**

**Notice is hereby given that the Warren County Board of Commissioners will hold a Special Work Session on Tuesday, August 9, 2016 at 6:00 pm in the Warren County Armory Civic Center Meeting Room, 501 US Hwy 158 Business East, Warrenton, NC.**

**The purpose of this Special Work Session is to receive and discuss the recommended building design from the Emergency Services Headquarters Facility Building Design Committee.**

**All interested citizens are encouraged to attend this special work session.**

**Barry Richardson, Chairman  
Warren County Board of Commissioners**

**Meeting Date:** August 1, 2016

**Agenda Item # 12-B**

**SUBJECT:** Revise Board of Commissioners Meeting Schedule

**REQUESTED BY:** Dr. Ray V. Spain, Superintendent  
Warren County Public Schools

**SUMMARY:** It is presented to schedule a Joint Meeting with the Warren County Board of Education for Thursday, August 18, 2016 at 6:30 pm to review the study conducted to explore options for using existing school campuses. Meeting location: Warren County High School theater.

**FUNDING SOURCE:** N/A

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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# **NOTICE**

## **Joint Meeting Warren County Board of Commissioners**

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**Notice is hereby given that the Warren County Board of Commissioners will be in joint meeting with the Warren County Board of Education on Thursday, August 18, 2016 at 6:30 pm in the Warren County High School theater.**

**The purpose of this Joint Meeting is for discussions and review of the study conducted to explore options for using existing school campuses.**

**All interested persons are encouraged to attend this meeting.**

**Barry Richardson, Chairman  
Warren County Board of Commissioners**

Meeting Date: August 1, 2016

Agenda Item # 13-A

SUBJECT: Resolution Declaring Surplus Property and Authorizing Auction

REQUESTED BY: Clerk to the Board

SUMMARY: Resolution declaring vehicles previously used by Maintenance & YSB as surplus property, is presented for Board’s consideration to permit auction of same. Authorize Chairman Richardson to sign the Resolution.

Vehicle	Mileage
1998, Ford Van – Model Triton V8	151,487
2005 Ford Van – Model E350	123,056

FUNDING SOURCE:

APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:

FOLLOW-UP REQUIRED: N/A

COUNTY MANAGER'S RECOMMENDATION:

Recommend adoption of Resolution Declaring vehicles as surplus, and authorize Chairman Richardson to sign the Resolution.

NOTES:

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## 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 authorize the sale through on-line auction or disposal of:

<b>Vehicles</b>	<b>Mileage</b>
<b>1998, Ford Van – Model Triton V8</b>	<b>151,487</b>
<b>2005 Ford Van – Model E350</b>	<b>123,056</b>

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

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

**BE IT FURTHER RESOLVED**, The Board of Commissioners authorizes the County Manager (or designee) to dispose of this property and incur those costs incidental to sale 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 1<sup>st</sup> day of August 2016.

WARREN COUNTY BOARD OF COMMISSIONERS  
Barry Richardson, Chairman

ATTEST:

Maintenance Department

ID # 7800

Mileage 151,487



Youth Services Bureau

ID 5294

Mileage 123,056



Meeting Date: August 1, 2016

Agenda Item # 13-B

**SUBJECT:** Resolution Authorizing NC Deferred Comp Plan 457(b)

**REQUESTED BY:** Lisa Alston, Human Resources Director

**SUMMARY:** Having discussed enhancing employee benefits by offering the 457 Plan, during June 15<sup>th</sup> work session and July 11, 2016 regular Board meeting, it is now presented for Board's action. Authorize Chairman Richardson to sign Resolution and corresponding NC Public Employee Deferred Compensation Plan Employer-Third-Party Administrator Agreement.

**FUNDING SOURCE:**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:** N/A

**COUNTY MANAGER'S RECOMMENDATION:**

Recommend adoption of Resolution Authorizing NC Deferred Comp Plan 457(b) and authorize Chairman Richardson to sign Resolution and corresponding NC Public Employee Deferred Compensation Plan Employer-Third-Party Administrator Agreement.

**NOTES:**

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NC Deferred  
Comp Plan 457(b)

Page 1 of 10

County of Warren

State of North Carolina

Resolution

NC Deferred Comp Plan 457(b)

**WHEREAS**, the Warren County Board of Commissioners wish to provide a qualified defined contribution plan to the employees of Warren County Government.

**AND WHEREAS**, the State of North Carolina has established the North Carolina Public Employee Deferred Compensation Plan, a qualified government Deferred Compensation Plan under Internal Revenue Code § 457(b) for public employees of North Carolina.

**THEREFORE**, be it resolved that Warren County Government has adopted the North Carolina Public Employee Deferred Compensation Plan also known as "NC Deferred Comp" under the terms of the Plan Document and the Third-Party Administrator Agreement. All employees shall become eligible to defer compensation immediately.

**Signed this the 1<sup>st</sup> day of August 2016.**

Warren County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Barry Richardson, Chairman

NC Deferred  
Comp Plan 457(b)

Page 2 of 10

NC Public Employee Deferred Compensation Plan  
EMPLOYER –THIRD-PARTY ADMINISTRATOR AGREEMENT

THIS AGREEMENT, made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
between the County of Warren (hereinafter called the “Employer”) and  
The Prudential Insurance Company of America (hereinafter called Third-Party Administrator or  
Prudential) (the “Agreement”). This Agreement replaces and supersedes any prior agreement  
between the parties, effective upon final execution by all parties.

WITNESSETH:

WHEREAS, the State of North Carolina (the “State”) has adopted the NC Public  
Employee Deferred Compensation Plan (hereinafter called the “Plan”), pursuant to which the  
State of North Carolina and its departments, agencies, and political subdivisions are authorized to  
provide a governmental 457(b) deferred compensation plan established in conformance with  
section 457(b) of the Internal Revenue Code, as amended (the “Code”); and

WHEREAS, the State’s Supplemental Retirement Board and the State’s Retirement  
Systems Division of the Department of State Treasurer have selected Prudential to be the Third-  
Party Administrator of the Plan.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained  
herein below, the receipt and sufficiency of which are hereby acknowledged, the Employer and  
the Third-Party Administrator hereby agree as follows:

ARTICLE I

DUTIES AND RESPONSIBILITIES OF THE EMPLOYER

A. **Implementation of Plan**

1. The Employer confirms that it made the decision to implement the NC Public Employee Deferred Compensation Plan via resolution. The employer agrees to provide a copy of such resolution, if available, to Prudential.

2. The Employer shall designate a coordinator for each unit to work with Prudential to select enrollment dates, determine the number of meetings needed and what employee notification of meetings will be required, and to make other decisions necessary to hold successful enrollment meetings.

3. The Employer shall provide time for its employees to attend an enrollment meeting. The Employer agrees that employees representing all employee pay grades will be given the opportunity to attend the meetings. The Employer understands that the meetings are an important resource in making employees aware of their opportunity to participate in the Plan.

4. The Employer shall provide a facility to conduct enrollment meetings for its employees.

5. The Employer shall publicize the meetings to all its employees by internal publication, meeting notices provided by the Third-Party Administrator and through other media agreed to by its coordinator and the Third-Party Administrator.

**NC Deferred  
Comp Plan 457(b)**

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**B. Operation of Plan**

1. The Employer shall have sole responsibility for determining which of its employees are eligible to participate in the Plan in accordance with eligibility requirements established by the Plan or North Carolina General Statutes, with respect to elective deferral contributions. The Employer will advise the Third-Party Administrator each month of any “new enrolled” employee who is eligible to participate in the Plan. The Employer also will advise the Third-Party Administrator each month of any participant in the Plan who has terminated their employment, the date of termination, and the reason for the separation from service.

2. The Employer shall provide payroll deductions for all contributions to the Plan and all loan repayments to the Plan. The Employer shall modify its payroll application to comply with specifications required by the Third-Party Administrator of the Plan. This includes the format of the deduction report for the delivery of contributions and loan repayments to the Third-Party Administrator. The Employer shall notify the Third-Party Administrator of any changes in payroll frequency, the frequency of payroll deductions, or change in status.

3. The Employer shall deliver the remittance files, loan payment files, and the funds for these reports to the location provided by the Third-Party Administrator.

4. The Employer agrees that employee voluntary contributions to the Plan and loan repayments will not be suspended, modified or terminated for a participant unless so instructed by the Third-Party Administrator based on the participant’s actions with the Third-Party Administrator.

5. The Employer agrees to comply with all operating procedures established by the Third-Party Administrator of the Plan. It understands that the procedures may be modified or revised from time to time, and the Employer agrees to comply with revisions and modifications without delay upon receipt of adequate notice of such modifications.

**NC Deferred  
Comp Plan 457(b)**

Page 5 of 10

6. The Employer shall inform the Third-Party Administrator in advance of any changes in the Employer's benefit or compensation programs that affect the operation or administration of the Plan.

7. The Employer may request that the Third-Party Administrator refund a contribution made within the preceding 12 months on account of a mistake of fact as defined by the Internal Revenue Service, and the Third-Party Administrator shall grant such request.

8. The Employer shall furnish the Third-Party Administrator all documents, data and other information necessary for the Third-Party Administrator to perform its duties under this Agreement. The Employer shall be solely responsible for the accuracy of any documents, data, or other information provided to the Third-Party Administrator by the Employer or by any other person or entity having responsibilities with respect to the Plan. If the Employer fails to provide any such requested information, the Third-Party Administrator shall be obligated to perform its duties under this Agreement only insofar as it is able to do so with the information available. All information required to be furnished by the Employer shall be transmitted in the medium and form acceptable to the Third-Party Administrator. The Third-Party Administrator will be entitled to rely fully on the accuracy and completeness of information submitted by the Employer and will have no duty or responsibility to verify such information.

9. The Employer shall comply with the Uniformed Service Employment and Re-employment Rights Act of 1994 regarding participation in the Plan by participants with military service. The Plan allows an Employer to permit an employee who meets the criteria of the Uniformed Service Employment and Re-employment Rights Act of 1994 the opportunity to "catch-up" salary deferrals to the Plan that were not made during the time they were on active duty. Loan repayments are suspended during the period the Plan participant is on active duty.

**ARTICLE II**  
**RESPONSIBILITIES OF THE THIRD-PARTY ADMINISTRATOR**

**A. Implementation of Plan**

1. The Third-Party Administrator shall assist the Employer's coordinator in scheduling enrollment meetings, provide the employer with meeting notification materials, including but not limited to posters, handbills, press release-type articles and payroll stuffers that are mutually acceptable to the Employer coordinator and the Third-Party Administrator.

2. The Third-Party Administrator shall present the Plan and its benefits to the employees and enroll them in the Plan.

3. The Third-Party Administrator shall provide brochures, enrollment forms, payroll deduction authorization forms, withdrawal forms, loan applications and other forms relating to loans, as well as other forms needed to fulfill the duties as Third-Party Administrator. For purposes of this paragraph, "form" shall also mean a facility for electronic processing of participant requests.

**B. Operation of Plan**

1. The Third-Party Administrator shall maintain a record of each participant's contributions and shall invest his/her contribution in the fund(s) selected by the participant. Third-Party Administrator's services will be provided in a professional and competent manner.

2. The Third-Party Administrator shall provide the participant with a quarterly statement of his/her account, which shows the value of the participant's account.

3. The Third-Party Administrator shall allow the participant to borrow from his/her account when he/she has complied with the eligibility requirements established by the Third-

**NC Deferred  
Comp Plan 457(b)**

**Page 7 of 10**

Party Administrator and the Plan as permitted by federal regulations, the Plan and the Third-Party Administrator.

4. The Third-Party Administrator shall provide the participants withdrawal options including lump sum distribution and periodic payments in accordance with the Plan and the Code.

5. The Third-Party Administrator shall provide participants in the Plan who become entitled to receive a distribution from the Plan with all appropriate notices and election forms concerning such distribution. The Third-Party Administrator is responsible for proper reporting of all distributions from the Plan and the withholding of income taxes as required by the Plan and the Code.

6. The Third-Party Administrator shall provide administrative and operating procedures for the Employer.

7. It is agreed and understood that the Third-Party Administrator assumes no fiduciary responsibilities with respect to its administration of the Plan. The Third-Party Administrator is the agent of the Plan, the State Treasurer and the Plan's Board of Trustees. The Third-Party Administrator is not the "plan administrator" as defined by the Employee Retirement Income Security Act of 1974. It is understood and agreed that the Third-Party Administrator does not provide legal or tax counsel to the Employer or to any participant or beneficiary and that the Third-Party Administrator recommends that all such parties obtain legal and tax advice from competent, independent sources. Nothing in this Agreement shall be deemed to confer on the Third-Party Administrator any federal or state tax liability, which may be imposed upon the Employer or any participant or beneficiary.

**NC Deferred  
Comp Plan 457(b)**

**Page 8 of 10**

**ARTICLE III  
PLAN PARTICIPATION**

The Employer and the Third-Party Administrator jointly agree to promote the Plan and encourage participation in the Plan by all pay grades of the Employer. This will require that initial enrollment meetings be held with all eligible employees to ensure that they are aware of the benefit and value of participating in the Plan. The Employer agrees to promote the Plan on an on-going basis by conducting periodic meetings with eligible employees, utilization of posters, newsletter articles, payroll stuffers, and other agreed upon communications.

**ARTICLE IV  
CONFIDENTIAL NATURE OF INFORMATION**

The parties hereto mutually agree to the extent permitted by law to safeguard and keep confidential any and all information obtained from the other party with respect to the personnel of the State and each participant or, any other data identified in writing by either party to the other party as being confidential.

**ARTICLE V  
DURATION OF THE AGREEMENT**

This Agreement shall become effective when signed by all parties and shall continue in effect indefinitely, but in no event for less than five years, except as provided below in Article VI.

**ARTICLE VI  
TERMINATION OF AGREEMENT**

1. Either party may terminate this Agreement upon giving six months advanced written notice to the other party, provided that the non-terminating party may waive such notice

**NC Deferred  
Comp Plan 457(b)**

**Page 9 of 10**

requirement. The termination of this Agreement *does not* terminate the Plan in which the Employers' employees are participating or require a distribution of accounts of the participating employees from the Plan. The termination of this Agreement relieves the Employer from taking deductions and loan repayments from the participating employee's pay and remitting them to the Third-Party Administrator.

2. The State may terminate the Plan at any time through the enactment of laws.

3. This Agreement shall terminate if the State terminates its Agreement with Prudential by which Prudential is obligated to serve as Third-Party Administrator.

4. This Agreement shall terminate if the Trustees discontinue the Plan.

**ARTICLE VII**  
**MISCELLANEOUS**

1. The NC Public Employee Deferred Compensation Plan will conform to section [457(b)] in the Internal Revenue Code, as amended.

2. The Agreement shall be interpreted under the laws of the State of North Carolina.

3. All items specified in the Agreement, exhibits, or attachments shall be the current Eastern Time.

4. The Employer will make available to the Third-Party Administrator, the Department of the State Treasurer, and an auditor appointed by the Third-Party Administrator or the Board of Trustees its records of contributions and loan payments submitted to the Plan for the purposes of an audit. The Employer will also make available its documents pertaining

**NC Deferred  
Comp Plan 457(b)**

Page 10 of 10

to its employees' deferral elections and other documents deemed necessary by the Third-Party Administrator to audit the Plan.

5. This Agreement is intended by the parties as a final expression of their agreement and is a complete and exclusive statement of its terms. No other representation, understanding, or agreements have been made or relied upon in the making of the Agreement other than those specifically set forth herein. No modification or waiver of any provision of this Agreement and no consent to any departure therefrom shall be effective unless such modification or waiver shall be in writing and signed by all parties to the original agreement.

IN WITNESS THEREOF, the parties hereto do hereby sign and execute this Agreement as of the date first above written.

County of Warren  
Name of Employer (Please Type or Print)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Please Type or Print Name Signed Above)

Its: \_\_\_\_\_  
(Please Type or Print Official Title)

Date: \_\_\_\_\_

PRUDENTIAL

By: \_\_\_\_\_

Date: \_\_\_\_\_

Meeting Date: August 1, 2016

Agenda Item # 14

SUBJECT: Airport Road Water Main Replacement

REQUESTED BY: Macon Robertson, Director - Public Utilities

SUMMARY: This Construction project was advertised in two newspapers, four contractors requested bid packets; two bids were received and are now presented for Board's consideration. Award is recommended to low bidder: Herring-Rivenbark, Inc at \$60,225.00. Authorize Chairman Richardson and County Manager Worth to sign related documentation.

FUNDING SOURCE: USDA

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

FOLLOW-UP REQUIRED: N/A

**COUNTY MANAGER'S RECOMMENDATION:**

**Recommend the Board's approval of Herring Rivenbark' bid on the Airport Road Waterline Project**

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NOTES:

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ENGINEERS

PLANNERS

SURVEYORS

LANDSCAPE ARCHITECTS

July 29, 2016

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

SUBJECT: Warren County  
Airport Road Water Main Replacement  
Rivers File 2014107 G

Dear Ms. Worth:

The subject project was advertised in The Warren Record, a newspaper of general circulation, for a period of thirty-six (36) days prior to receipt of bids and in the Greater Diversity News for a period of thirty-five (35) days prior to receipt of bids. Formal bids were received by 2:00 p.m. on July 14, 2016 at the office of Warren County Public Utilities. A total of four (4) Contractors obtained a copy of the bid documents for preparation of a bid; however, only two (2) Contractors submitted a bid by the prescribed time. Because North Carolina General Statutes require that a minimum of three (3) bids be received in order to open formal bids, the bids received were returned unopened to the Contractors.

The project was re-advertised in The Warren Record for a period of eight (8) days prior to receipt of bids. Two (2) bids were received by 2:00 p.m. on July 28, 2016 and immediately thereafter publically opened and read. The bids received were as follows:

Herring-Rivenbark, Inc.	\$ 60,225.00
H. G. Reynolds, Inc.	\$ 118,544.00

A copy of the certified Bid Tabulation Sheet is attached. Both bids submitted were found to be complete and responsive.

The Engineer's Construction Cost Estimate for this project was \$68,640.00 not including the 10% contingency of \$6,840.00. Therefore, the lowest responsive responsible bid received from Herring-Rivenbark, Inc. was \$8,415.00 below the Engineer's estimate.

We therefore recommend that the Warren County Board of Commissioners tentatively award the Contract for construction of the subject project to the low bidder, Herring-Rivenbark, Inc., for the Contract amount of \$60,225.00 subject to concurrence by USDA-Rural Development and the County's legal counsel.

P:\MunR\Warren Co - Airport Rd Water Main Replacement - 2014107\ADMIN\G-Bids\Bid Submittal\Recommend 07-29-16.doc

107 E. Second Street, Greenville, NC 27858 • PO Box 929, Greenville, NC 27835 • Phone: 252-752-4135 • Fax: 252-752-3974

NCBELS Lic. No. F-0334

www.riversandassociates.com

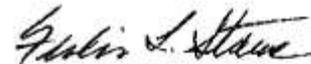
NCBOLA Lic. No. C-312

Ms. Linda T. Worth  
July 29, 2016  
Page 2

As always, we appreciate the opportunity to work with Warren County on this important project. Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

RIVERS & ASSOCIATES, INC.



Frederick L. Stowe, P.E.  
Project Manager

Encl.

cc: Mr. Macon Robertson, Warren County Public Utilities, w/encl.  
Ms. Marcie Byrd, Warren County Public Utilities, w/encl.  
Mr. Jonathan Jones, USDA-RD, w/encl.  
File, w/encl.

# RIVERS AND ASSOCIATES, INC. BID TABULATION SHEET

## CERTIFICATION

I CERTIFY THAT THIS IS A TRUE RECORD OF BIDS RECEIVED.

*Frederick L. Stowe* 7/29/16



OWNER: Warren County  
 PROJECT: Airport Road Water Main Replacement  
 LOCATION: Warren County Public Utilities  
 Re-BID OPENED: Thursday, July 28, 2016 @ 2:00 PM

CONTRACTOR ADDRESS		Herring-Rivenbark, Inc. P.O. Box 3425 Kinston, NC 28502 3937 / 5%		H.G. Reynolds Co., Inc. P.O. Box 209 Henderson, NC 27536 14149 / 5%	
LIC# / BID BOND					
ITEM NO.	QTY. UNIT DESCRIPTION	Unit Price	Cost	Unit Price	Cost
1.	400 LF 10" HDPE (Non-rock Directional Bore)	<u>\$112.00</u>	<u>\$44,800.00</u>	<u>\$178.00</u>	<u>\$71,200.00</u>
2.	2 EA 8" DIP to HDPE Transition with Thrust Collar	<u>\$1,500.00</u>	<u>\$3,000.00</u>	<u>\$5,879.00</u>	<u>\$11,758.00</u>
3.	50 LF 8" PVC Water Main	<u>\$13.00</u>	<u>\$650.00</u>	<u>\$210.00</u>	<u>\$10,500.00</u>
4.	1 EA 8" Gate Valve & Box	<u>\$1,200.00</u>	<u>\$1,200.00</u>	<u>\$1,654.00</u>	<u>\$1,654.00</u>
5.	2 EA Tie Into Existing 8" Water Main	<u>\$1,100.00</u>	<u>\$2,200.00</u>	<u>\$1,400.00</u>	<u>\$2,800.00</u>
6.	1 EA Fire Hydrant with Valve & Box	<u>\$3,400.00</u>	<u>\$3,400.00</u>	<u>\$6,212.00</u>	<u>\$6,212.00</u>
7.	1 EA 8" x 6" Cut-In Tee	<u>\$600.00</u>	<u>\$600.00</u>	<u>\$1,720.00</u>	<u>\$1,720.00</u>
8.	100 LB Misc. Ductile Iron Fittings	<u>\$2.00</u>	<u>\$200.00</u>	<u>\$5.00</u>	<u>\$500.00</u>
9.	20 SY Replace Asphalt Pavement	<u>\$85.00</u>	<u>\$1,700.00</u>	<u>\$390.00</u>	<u>\$7,800.00</u>
10.	2 EA Water Main Crossing Sign	<u>\$300.00</u>	<u>\$600.00</u>	<u>\$500.00</u>	<u>\$1,000.00</u>
11.	20 CY Select Backfill	<u>\$10.00</u>	<u>\$200.00</u>	<u>\$40.00</u>	<u>\$800.00</u>
12.	2 EA Straw Wattle Check Dam	<u>\$75.00</u>	<u>\$150.00</u>	<u>\$150.00</u>	<u>\$300.00</u>
13.	100 SY Matting for Erosion Control	<u>\$5.00</u>	<u>\$500.00</u>	<u>\$8.00</u>	<u>\$800.00</u>
14.	50 LF Silt Fence	<u>\$3.50</u>	<u>\$175.00</u>	<u>\$10.00</u>	<u>\$500.00</u>
15.	1 EA Project Sign	<u>\$350.00</u>	<u>\$350.00</u>	<u>\$500.00</u>	<u>\$500.00</u>
16.	1 LS Testing Allowance		<u>\$500.00</u>		<u>\$500.00</u>
<b>TOTAL BASE BID</b>			<b>\$60,225.00</b>	<b>\$118,544.00</b>	
List of Proposed Subcontractors		Submitted		Submitted	
List of Project References		Submitted		Submitted	
Evidence of Authority to do Business		Submitted		Submitted	
Bidder Qualification Statement		Submitted		Submitted	
Compliance Statement		Submitted		Submitted	
Certification Regarding Debarment, etc.		Submitted		Submitted	
RD Instruction 1940-Q		Submitted		Submitted	
Total Value of Minority Business Contracting (MB-1)		\$0.00		\$28,290.00	
Listing of Good Faith Efforts (MB-2)		65 Points		70 Points	
Intent to Perform Contract with own Workforce (MB-3)		Not Submitted		Not Submitted	

Meeting Date: August 1, 2016

Agenda Item # 15-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.

**FUNDING SOURCE:** Various

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

**FOLLOW-UP REQUIRED:** N/A

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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## MEMORANDUM

**TO:** Warren County Board of Commissioners  
**FROM:** Linda T. Worth, County Manager *LW*  
**DATE:** July 20, 2016  
**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 July 2016 on behalf of Warren County.

### Public Utilities

Professional Mail Services, Inc.  
P.O. Box 98115  
Raleigh, NC 27624

I have approved a contract with Professional Mail Services, Inc. for the provision of printing, mailing materials and related mail services for Warren County Public Utilities. Funds were appropriated in the FY 17 Public Utilities Water/Sewer Enterprise Fund budgets to cover this operating expense.

### Public Utilities

Southern Corrosion, Inc.  
738 Thelma Rd.  
Roanoke, Rapids, NC

I have approved an Engineered Tank Care Agreement with Southern Corrosion, Inc. for the provision of maintenance services on Warren County's elevated water tanks. Funds are budgeted in the Water/Sewer Enterprise Fund budgets to pay the cost of this service.

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

Entire 28  
paged  
document  
has been  
provided  
in a  
separate  
E-mail.

Meeting Date: August 1, 2016

Agenda Item # 15-B

**SUBJECT:** County Manager's Monthly Report

**REQUESTED BY:** County Manager – Linda T. Worth

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

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**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 July 2016 Monthly Status Report.

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**NOTES:**

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## MEMORANDUM

**TO:** Warren County Board of Commissioners  
**FROM:** Linda T. Worth, County Manager *L T W*  
**DATE:** July 20, 2016  
**RE:** July 2016 Status Report

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

### Administration

- Annual Leave (7/1/16)
- July 4<sup>th</sup> Holiday Observance (7/4/16)
- Mtg. with Emergency Services Director to discuss department concerns (7/6/16)
- Prepared for and attended Emergency Services Headquarters Facility Building Design Committee Meeting (7/6/16)
- Mtg. with Superintendent of Schools to discuss matters pertaining to Warren County Schools (7/7/16)
- Mtg. with staff to discuss new Medical Examiner Requirements (7/11/16)
- Prepared for and attended Stepping Up Initiative Monthly Meeting (7/11/16)
- Prepared for and attended Board of Commissioners Regular Meeting (7/11/16)
- Participated in conference call with representatives of the Local Government Commission along with Finance Director and County Attorney to discuss Buck Spring Project Financing (7/13/16)
- Attended Bid Opening for Airport Road Waterline Project (7/14/16)
- Mtg. with IT Administrator to review Performance Evaluation (7/14/16)
- Mtg. with Emergency Services Director to review Performance Evaluation (7/14/16)
- Attended Recreation Commission Meeting (7/14/16)
- Worked on items for 8/1/16 BOC Agenda (7/18-19/16)
- Attended Board of Health Monthly Meeting (7/19/16)
- Birthday Off (7/21/16)
- Annual Leave (7/22/16, 7/25-29/16)

MEMORANDUM

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July 20, 2016

**Other Activities**

- Attended VGCC Summer Transportation Institute Graduation Exercises (7/15/16)

**Project Updates**

**Buck Spring Project**

The Finance Director, County Attorney and I participated in a conference call on 7/13/16 with representatives of the Local Government Commission (LGC) to discuss financing for the Buck Spring Project. We have a tentative date of 9/6/16 to meet with the LGC to seek approval of a five-year loan in the amount of \$320,000 for this project. On Friday, 7/15/16, the Finance Director submitted the County's financing proposal to financial institutions to solicit bids for \$320,000 to construct a multi-purpose use cabin at Buck Spring. Financing bids must be received by 12 noon on 7/25/16 at the Warren County Finance Office. Bids received will be presented to the Board of County Commissioners for consideration at the 8/1/16 regular meeting.

**Simulcast Radio System Upgrade Project – Phase II**

The Board of Commissioners approved Change Order #1 to the contract with Sink Tower Erection Company, Inc. for the Manson Tower Upgrade at their 7/11/16 meeting. TSS Partners, Project Consultant, thereafter issued a Notice to Proceed to Sink Tower dated 7/13/16 with a start date of 7/18/16.

TSS Partners has reviewed a proposal from Wireless Communications, Inc. to upgrade the Moducom Radio Consoles at the 911 Center at a cost of \$232,469 for equipment and implementation services, and additional costs for the second through fifth year service and maintenance. The 911 Board has reviewed the equipment list in the proposal and has determined the equipment, implementation, training, service and maintenance are eligible to be paid with 911 surcharge funds. We have determined that Warren County has sufficient funding in our 911 Fund to pay for this console upgrade. TSS Partners has communicated with Wireless Communications regarding questions/concerns posed by County Staff. The responses were satisfactory; therefore, this proposal will be presented to the Board of Commissioners at the 8/1/16 meeting for consideration to approve the console upgrade.

MEMORANDUM

Page 3

July 20, 2016

Emergency Services Headquarters Facility

The Emergency Services Headquarters Facility Building Design Sub-Committee presented a proposed building design to the full Building Design Committee on July 6, 2016. The full Committee voted unanimously to accept and support the proposed building design and will recommend the design to the Board of County Commissioners at a special work session to be held on Monday, 8/9/16 at 6:00 p.m. at the Armory Civic Center.

The Board has requested the County Manager to research the percentage fee charged by Architects/Engineers for facility construction projects in the state and to report this information to them at the 8/9/16 special work session.

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.

Meeting Date: August 1, 2016

Agenda Item # 15-C

**SUBJECT:** Interlocal Agreement for Funding the Regional Stepping Up Initiative

**REQUESTED BY:** County Manager – Linda T. Worth

**SUMMARY:** Interlocal Agreement for Funding the Regional Stepping Up Initiative in Franklin, Granville, Halifax, Vance And Warren Counties is presented for Board’s review and approval. Authorize Chairman Richardson to sign document.

**FUNDING SOURCE:** N/A

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

**FOLLOW-UP REQUIRED:** N/A

**COUNTY MANAGER'S RECOMMENDATION:**

**Recommend the Board's approval of SU Initiative Interlocal Agreement**

**NOTES:**

**INTERLOCAL AGREEMENT FOR FUNDING THE REGIONAL  
STEPPING UP INITIATIVE IN FRANKLIN, GRANVILLE, HALIFAX, VANCE AND  
WARREN COUNTIES**

This Agreement made and entered into this \_\_\_\_ day of August, 2016 by and between the counties of Franklin, Granville, Halifax, Vance and Warren. Collectively, the parties may be referred to herein as "Participating Governmental Units".

**WITNESSETH:**

The Participating Governmental Units, by resolutions adopted by them, have committed to participate in a collaborative effort to reduce the number of individuals with mental illnesses and substance use disorders incarcerated in County detention facilities that do not pose a public safety risk through a program called the "Stepping Up Initiative" (hereinafter SUI).

The Stepping Up Initiative will utilize monies pooled from each of the Participating Governmental Units to fund the SUI steering committee and operations of SUI, to develop and further the goals and stated purpose of SUI, and be developed in conjunction and coordination with Cardinal Innovations Healthcare's services.

In order to facilitate the timely payment for services rendered, it is the desire of all Participating Governmental Units to annually deposit their contributions with a single source to manage, control and disburse the SUI funds.

**BASED ON THE FOREGOING**, and for good and valuable consideration, the receipt of which is hereby acknowledged by each Participating Governmental Unit, the parties agree:

1. The SUI funds shall be pooled and deposited annually with Vance County, who shall maintain a separate accounting for all such designated and delivered funds. Vance County, at the direction and request of the Chairman of SUI, issue payments for services on behalf of SUI.
2. All payments made on behalf of SUI shall be deemed to have been made proportionately out of the funds provided by each Participating Governmental Unit, unless otherwise designated as going for a particular county.

3. At the end of the Initiative, any remaining funds shall be returned to the Participating Governmental Unit who has a balance of funds on deposit with Vance County after allocation of all payments made.
4. No payments shall be issued for the purchase of assets, and any materials purchased from the pooled funds having a value of \$100 or less shall remain with the Participating Governmental Unit in possession of said materials at the conclusion of the Initiative. Any materials in excess of this amount will be used in determining the proportion of remaining funds held on account to return to said County in possession of such materials.
5. This agreement contains all terms and conditions agreed upon the Participating Governmental Units.

This the \_\_\_\_ day of \_\_\_\_\_, 2016.

FRANKLIN COUNTY BOARD  
OF COMMISSIONERS:

\_\_\_\_\_  
Sidney Dunston, Chairman

Attest:

\_\_\_\_\_  
Kristen King,  
Clerk to the Board

GRANVILLE COUNTY BOARD  
OF COMMISSIONERS:

\_\_\_\_\_  
Zelodis Jay, Chairman

Attest:

\_\_\_\_\_  
Debra A. Weary,  
Clerk to the Board

HALIFAX COUNTY BOARD OF  
COMMISSIONERS:

\_\_\_\_\_  
Vernon J. Bryant, Chairman

Attest:

\_\_\_\_\_  
Andrea H. Wiggins,  
Clerk to the Board

VANCE COUNTY BOARD OF  
COMMISSIONERS:

\_\_\_\_\_  
Gordon Wilder, Chairman

Attest:

\_\_\_\_\_  
Kelly H. Grissom,  
Clerk to the Board

WARREN COUNTY BOARD OF  
COMMISSIONERS:

\_\_\_\_\_  
Barry Richardson, Chairman

Attest:

\_\_\_\_\_  
Angelena Kearney-Dunlap,  
Clerk to the Board

# **Closed Session**

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**in accordance with NCGS §  
143-318.11(a)(3) for  
Attorney/Client Privilege**

*Adjourn*

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*August 1, 2016*  
*Regular Meeting*