

MINUTES FROM THE MONTHLY MEETING HELD BY THE BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF WARREN IN THE WARREN COUNTY ARMORY CIVIC CENTER, MEETING ROOM ON MONDAY, MARCH 9, 2020 AT 6:00 PM.

The meeting was called to order by Chairman Tare Davis. Other Commissioners present: Bertadean Baker, Victor Hunt, Jennifer Pierce and Walter Powell. Others in attendance: County Manager Vincent Jones and Finance Director Katherine Brafford. Absent: County Attorney Hassan Kingsberry.

Chairman Davis conducted prayer and pledge to the flag.

On motion of Commissioner Baker, which was seconded by Commissioner Hunt and duly carried by unanimous vote, March 9, 2020 Suggested Agenda was adopted.

Citizen Comments were as follows:

Joe Mann: spoke in reference to: 1) his perception of Board Chairman’s lack of response to his e-mail inquiries and 2) COVID-19 virus and the school systems preparation for pandemic (written statement on file with Clerk to the Board)

Reinaldo Espanoso: Just asking questions regarding the audit, its accuracy and its availability to the public.

On motion of Commissioner Hunt, which was seconded by Commissioner Powell and duly carried by unanimous vote, Minutes of February 2020 meetings were adopted:

- February 3, 2020 Zoning Ordinance Amendments Public Hearing & Regular Monthly Meeting
- February 19, 2020 Board of Commissioners Retreat & Work Session

On motion of Commissioner Hunt, which was seconded by Commissioner Powell and duly carried by unanimous vote, Tax Collector’s Report for December 2019 (corrected) was accepted as presented for Board’s information in accordance with NCGS 105-350:

**Tax Collector's Report
to the Warren County Board of Commissioners
For the Month December 2019**

2019-2020

Current Year Collections

Tax Year	Charge	Collected in December	Collected to Date	Balance Outstanding	Percentage Collected
Dec 2019 FY20	\$18,326,617	\$5,224,933	\$13,800,600	\$4,526,015	75.30
Dec 2018 FY19	\$18,001,077	\$5,325,068	\$13,625,981	\$4,375,095	75.70

Delinquent Collections

Year	Charge	Collected	Balance	Percentage	
2018	\$527,969	\$35,153	\$183,613	34.78	
2017	236,344	3,859	29,666	12.55	
2016	155,251	1,550	13,401	8.63	
2015	115,914	425	7,483	6.46	
2014	95,484	416	6,177	6.47	
2013	118,177	48	5,406	4.57	
2012	92,671	221	4,302	4.64	
2011	71,863	73	4,772	6.64	
2010	62,740	49	875	1.40	
2009	50,501	130	799	1.58	
Total Delinquent Years	\$1,526,914	\$41,923	\$256,494	\$1,270,414	

Other December Receipts

County Penalties	\$ 10,009	\$ 47,781
Landfill User Fees	\$ 409,244	\$ 1,061,930
Municipalities	\$ 282,474	\$ 496,809
Fire District Taxes	\$ 285,363	\$ 708,428
Advance Taxes	\$ 3,226	\$ 39,126
DECEMBER GRAND TOTAL	\$11,582,240	\$30,037,149

John Preston, Tax Administrator 1/13/2020
John Preston, Interim Tax Administrator

On motion of Commissioner Hunt, which was seconded by Commissioner Powell and duly carried by unanimous vote, Tax Collector’s Report for January 2020 was accepted as presented for Board’s information in accordance with NCGS 105-350:

**Tax Collector's Report
to the Warren County Board of Commissioners
For the Month January 2020**

2019-2020

Current Year Collections

Tax Year	Charge	Collected in January	Collected to Date	Balance Outstanding	Percentage Collected
Jan 2020 FY20	\$18,329,939	\$3,065,341	\$16,865,942	\$1,463,997	92.01
Jan 2019 FY19	\$18,002,169	\$2,985,172	\$16,611,153	\$1,391,016	92.27

Delinquent Collections

Year	Charge	Collected	Balance	Percentage
2018	\$527,373	\$13,658	\$197,272	37.41
2017	236,270	1,878	31,544	13.36
2016	155,195	610	14,011	9.03
2015	115,796	373	7,857	6.79
2014	95,427	183	6,350	6.67
2013	118,118	150	5,556	4.70
2012	92,609	947	5,250	5.67
2011	71,800	64	4,837	6.74
2010	62,677	2	877	1.40
2009	50,449	-	800	1.59
Total Delinquent Years	\$1,525,714	\$17,865	\$274,364	\$1,251,345

Other January Receipts

County Penalties	\$ 16,033	\$ 63,814
Landfill User Fees	\$ 253,196	\$ 1,315,126
Municipalities	\$ 121,947	\$ 618,756
Fire District Taxes	\$ 163,229	\$ 871,657
Advance Taxes	\$ 3,915	\$ 43,041
JANUARY GRAND TOTAL	\$6,626,698	\$36,663,853

John Preston, Tax Administrator 2/14/2020
John Preston, Interim Tax Administrator

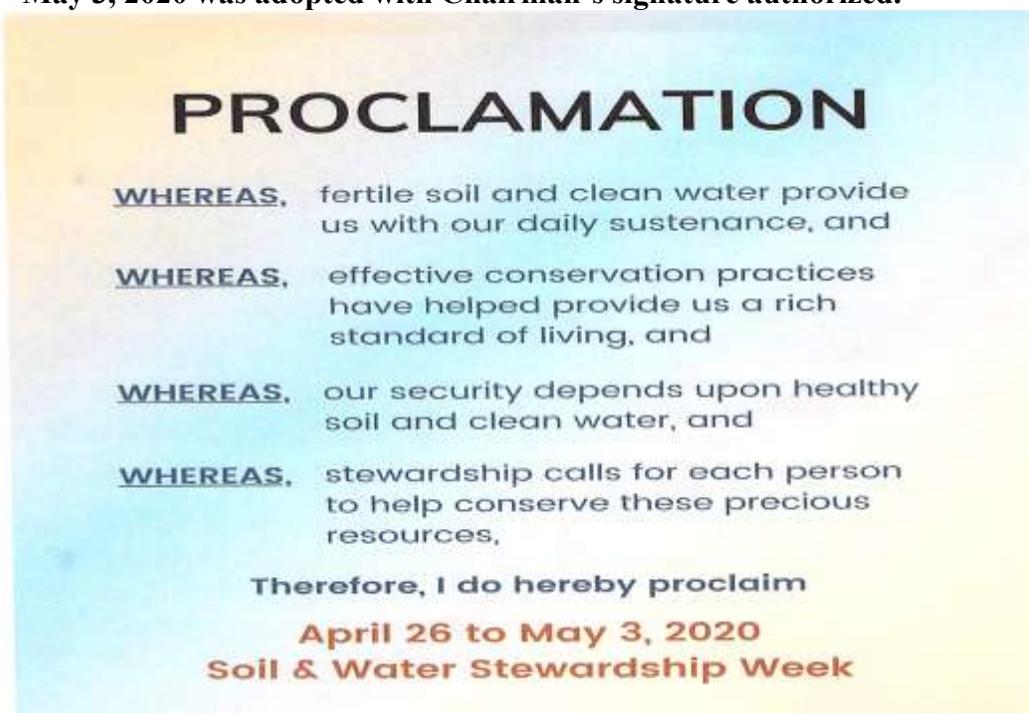
On motion of Commissioner Hunt, which was seconded by Commissioner Powell and duly carried by unanimous vote, Tax Release Requests over \$100 were approved in accordance with NCGS 105-381:

Over \$100	3/9/2020	CO MGR INITIALS: _____	Date: _____
<u>ERROR CORRECTION RELEASES:</u>			
ALSTON LEQUETTA L	2019 40303-300 B10-44A	18063	\$164.29 DOUBLE WDE DESTROYED 8/2018
GOODMAN RICHARD J & MARGIE	2019 18033-300	1907861	\$206.51 SOLD BOAT 2018
MITCHELL JOHN GREGORY	2019 180	27813	\$330.82 BOAT DOUBLE LISTED
NEWSOME MARK	2018 41280-300 I2D101	16016	\$957.18 OVER ASSESSED
NEWSOME MARK	2018 41280-300 I2D101	16016	\$708.41 OVER ASSESSED
POWELL JOHN JR	2019 34492-200	26888	\$164.18 MH NO LONGER ON PROP
TOTAL ERROR CORRECTIONS:			\$2,531.39
<u>LANDFILL USER FEE RELEASES:</u>			
BOBBITT LESA DBA BOBBITT HOUSING	2019 03601-301 E5-228	7636	\$150.00 VACANT SINCE 2004
TOTAL LFUF RELEASES:			\$150.00
Total Releases			\$2,681.39

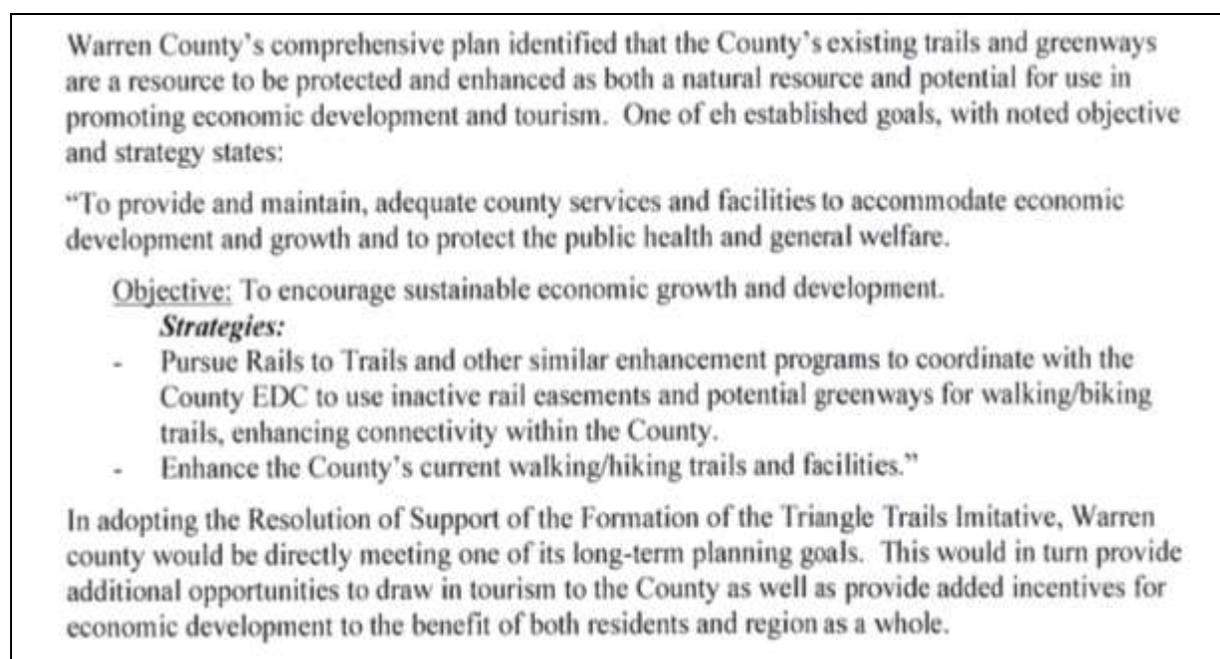
County Manager approved Releases Under \$100 were presented for informational purposes only:

Under \$100	3/9/2020	CO MGR INITIALS: <i>VJ</i>	Date: <i>3/2020</i>
<u>ERROR CORRECTION RELEASES:</u>			
NAME	Year ACCT# MAP #	RECORD #	AMOUNT REASON
BURNS JAMES L JR	2019 39683-200	26878	\$ 79.08 BOAT SOLD AUG 2018
CHAMBERS GWENDOLYN	2019 49337 C2-40J	18711	\$ 1.95 WRONG ADDRESS/WAIVE LATE FEE
MATLOCK CATHERINE	2019 1262-300	4338	\$ 24.45 DOUBLE LISTED
POWELL JOHN JR	2015 34492-200	54093	\$ 2.00 PAID/INTEREST ADDED IN ERROR
RIGGAN GLENN R	2019 34301-302	11324	\$ 7.69 SOLD BOAT 4/2018
SPITZ WILLIAM A TRUSTEE	2019 38005-300	1908410	\$ 9.77 WAIVED LATE FEE
SUB-TOTAL ERROR CORRECTIONS:			\$125.91
<u>MOTOR VEHICLE RELEASES:</u>			
MARTIN DONALD G	2019 HD60713	V1929857	\$ 2.44 DECEASED
MARTIN DONALD G	2019 HD78027	V1929885	\$ 9.46 DECEASED
SUB-TOTAL MOTOR VEHICLE RELEASES:			\$ 11.90
SUB-TOTAL CORRECTION RELEASES:			\$125.91
Total Releases			\$137.81

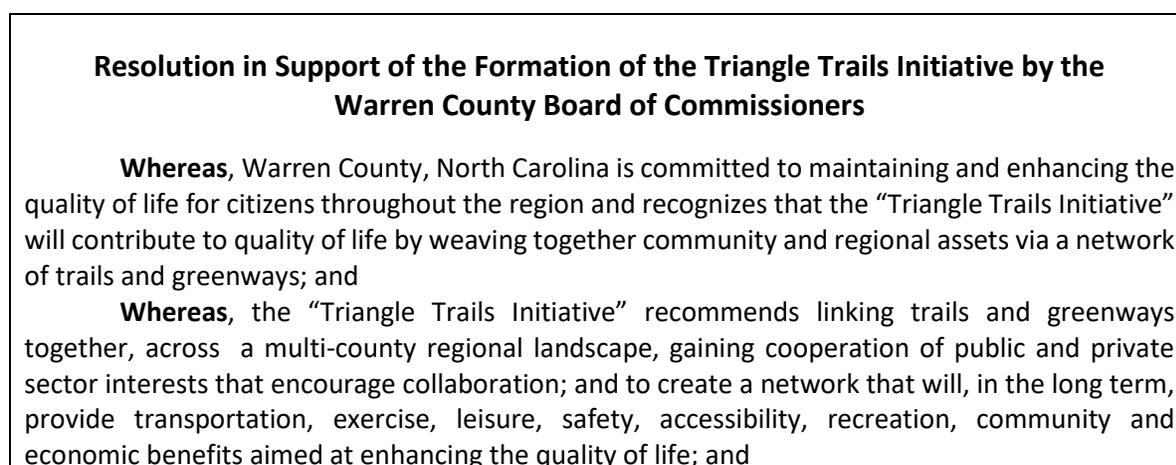
On motion of Commissioner Hunt, which was seconded by Commissioner Powell and duly carried by unanimous vote, Soil & Water Conservation Proclamation: Stewardship Week April 26 - May 3, 2020 was adopted with Chairman's signature authorized.



Having discussed Triangle Trails Initiative during February 19, 2020 Board of Commissioners' work session, it was presented for Board action.



On motion of Commissioner Hunt, which was seconded by Commissioner Powell and duly carried by unanimous vote, Resolution in Support of the Formation of the Triangle Trails Initiative by the Warren County Board of Commissioners was adopted with Chairman Davis authorized to sign same.



Whereas, many communities, agencies, and trail advocates in the region have taken a lead in planning and building local trails and greenways, and those efforts can be greatly enhanced by being connected to a larger regional network of trails; and

(Cont'd)

**Resolution in Support of the Formation of the Triangle Trails Initiative by the
Warren County Board of Commissioners**

Whereas, trails and their green landscape areas help improve the quality of the air we breathe by preserving trees and vegetation, by promoting reduce congestion through non-motorized transportation, and enhance the quality of our water through natural buffers mitigating the impacts of storm water run-off; and

Whereas, trails and greenways are freely accessible community assets offering opportunities for transportation, recreation and exercise to everyone, including children and families, providing safe places for county residents to experience a sense of community, celebrate our history and culture, and create stronger social ties; and

Whereas, trails have significant impact on the health and economic viability of the region encouraging active lifestyles, increased levels of tourism, enhanced property values, added jobs, as well as enhanced ability to attract and retain businesses to the region due to improved quality of life; and

Whereas, the "Triangle Trails Initiative" provides the foundation for a long-term strategy that will continue to grow and to provide an invaluable resource for our children, grandchildren and great grandchildren; and

Now, Therefore, Be It Resolved that Warren County, North Carolina supports the concept of working within a regional framework to plan, design, develop and link protected undeveloped landscapes and natural resources by endorsing the "Triangle Trails Initiative."

Adopted this the 9th date of March 2020.

Tare "T" Davis, Chairman
Warren County Board of Commissioners

On motion of Commissioner Hunt, which was seconded by Commissioner Powell and duly carried by unanimous vote, Resolution Declaring April 2020 Child Abuse Prevention Month was adopted with Chairman Davis authorized to sign same.

**April 2020
Child Abuse Prevention Month
Proclamation**

Whereas, children are vital to our state's future success, prosperity and quality of life as well as being our most vulnerable assets;

Whereas, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development;

Whereas, child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community;

Whereas, communities that provide parents with the social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential;

Whereas, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community;

Therefore, we the Warren County Board of Commissioners, do hereby proclaim **April 2020 as Child Abuse Prevention Month** and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

Adopted this the 9th day of March 2020.

Tare "T" Davis, Chairman
Warren County Board of Commissioners

On motion of Commissioner Hunt, which was seconded by Commissioner Powell and duly carried by unanimous vote, Resolution in Support Of NC State Consumer & Family Advisory Committee (S-CFAC) was adopted:

**Resolution in Support
Of
NC State Consumer & Family Advisory Committee (S-CFAC)**

WHEREAS, North Carolina's 100 counties experience on a daily basis; short falls in treatment of its residents in resources to treat, support and sustain life and health;

WHEREAS, NC counties are challenged with the decision to spend tax dollars for needed services for those experiencing Mental Health/Intellectual Developmental Disabilities/Substance Use Disorder/Traumatic Brain Injury (MH/IDD/SUD/TBI) challenges;

WHEREAS, the NC State CFAC is tasked with seven (7) statutory mandates to advise the NC Department of Health and Human Services (DHHS) and the legislature;

- *Review, comment on, and monitor the implementation of the State Plan for Mental Health, Developmental Disabilities, and Substance Abuse Services*
- *Identify service gaps and underserved populations*
- *Make recommendations regarding the service array and monitor the development of different services*
- *Review and comment on the State budget for mental health, developmental disabilities, and substance abuse services*
- *Participate in all quality improvement measures and performance indicators*
- *Receive the findings and recommendations by local CFAC's regarding ways to improve the delivery of mental health, developmental disabilities, and substance abuse services*
- *Provide technical assistance to local CFACs in implementing their duties*

THEREFORE, the NC State CFAC in its efforts to address the needs of MH/IDD/SUD/TBI individuals, their families and the larger community; requests county support for the engagement of:

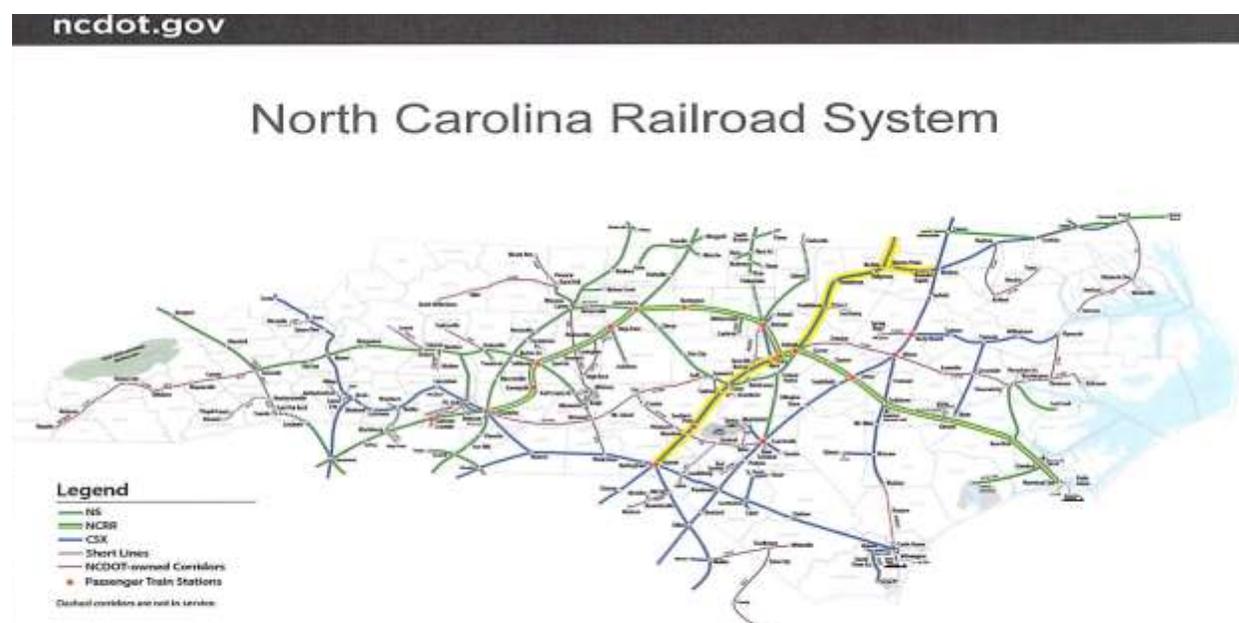
- Systems Advocacy;
- Improved Service Delivery;
- Ensurance of Quality Services and
- Cultivation of Community Engagement.

BE IT FURTHER RESOLVED that NC State CFAC is endorsed by the Warren County Board of Commissioners to represent the needs of Warren County.)
Adopted this the 9th day of March 2020.

Tare "T" Davis, Chairman

On motion of Commissioner Hunt, which was seconded by Commissioner Powell and duly carried by unanimous vote, in accordance with NC GS 106-369, Tax Administrator John Preston was ordered to advertise liens on unpaid taxes for the current fiscal year in the amount of \$1,655,817.

A presentation by Jacob Orthner, Director Rail Division of NC Department of Transportation was received regarding "Expanding Rail in NC The S-Line Opportunity".



UPDATES FROM COUNTY MANAGER Vincent Jones were received as follows:

- **Kerr Lake Regional Water System Plant Upgrade and Expansion**
- **Lake Gaston Weed Control Council Request for Funds Release and FY 21 Request**
- **Board of Commissioners February 19, 2020 Retreat Follow-up**
 - **Sheriff's Office Salary Proposal recommendation**
 - **Request use of contingency funds to Fund Staff Development**
- **Received Board direction on pursuing hotel tax in the County**

After discussions regarding the Frontier Warren entrepreneur "project", the Warren County Board of Commissioners considered approval of a plan as proposed by Commissioner Hunt to provide funding for fiscal years 2020-21 and 2021-22 for financial support of the Project.

On motion of Commissioner Hunt, which was seconded by Commissioner Powell and duly carried by unanimous vote, \$10,000 for fiscal years 2020-21 and 2021-22 financial support of the Frontier Warren entrepreneur project was approved. The funding would be in the form of rent to include utilities for co-working space and a conference room, which could be used by the county and its citizens. After the two-year period, commissioners will re-evaluate the project to determine if they wish to make an ongoing contribution.

It was suggested that a full- or part-time administrator be hired to oversee the Project.

Finance Officer Katherine Brafford presented Amendment #12 to the FY 2020 Budget Ordinance for Board's consideration?

- 1) We are asking for an increase in appropriations to the County Commissioner's budget of \$4,835 to cover the costs of replacing the carpet in the Commissioner's meeting room in the Armory. These funds are being transferred/budgeted from Contingency Funds in the Buildings and Grounds Maintenance Budget.
- 2) We are asking for an increase in appropriations to the Animal Control Budget of \$1,500 to be used to subsidize the Animal Control Director and one of her staff members to attend the Animal Care Expo 2020 in San Antonio, Texas in May. Animal Control received a \$1,500 scholarship from the Humane Society of the United States (HSUS) and Maddie's Fund, for this purpose.
- 3) We are asking for an increase in appropriations to the Cooperative Extension budget of \$600 which was received for a Community Food Strategies Grant through N.C. State University to be used for capacity building efforts for the local food council.
- 4) We are asking for an increase in the Health Department budget of \$2,600. This is the result of receiving additional funding from the NCDHHS – Division of Public Health for the Breast and Cervical Cancer Program.
- 5) We are asking for an increase in appropriations to the DSS budget of \$10,009. This is the result of additional funding received for the Low Income Housing Energy Assistance Program (LIHEAP) in the amount of \$8,812 and the Duke Energy-Energy Neighbor Fund of \$1,197).
- 6) We are asking for an increase in appropriations to the Rural Operating Assistance Program (ROAP) budget of \$21,737 as a result of additional funding received from the NC Department of Transportation – Public Transportation Division – from the ROAP Grant.
- 7) We are asking for an increase in appropriations to the Recreation Program budget of \$298,540. This increase consists of \$297,540 of additional expenses resulting from having received a Parks and Recreation Trust Fund (PARTF) Grant in the amount of \$148,770, which requires a County match of \$148,770, and \$1,000 of additional expenses resulting from private contributions received in the amount of \$1,000 to be used for program supplies.
- 8) We are asking for an increase in appropriations to the Fire Protection budget of \$63,500. This increase is for a grant match for a Firefighters Assistance Grant from FEMA. This request was made by the Afton-Elberon VFD, which applied for the funding on behalf of the Warren County Firemen's Association. Every fire department in Warren County is supposed to benefit. Funds from this grant are to be used to purchase radios which are compliant with the new statewide radio VIPER system, which the State of NC has rolled out. Additional information was provided at the recent Board Retreat on February 19, 2020, and a copy is also attached to this memo.
- 9) We are asking for an increase in appropriations to the Finance Department's budget of \$4,200 to cover additional costs from Tyler Technologies to assist with the implementation of automating vacation, sick, and comp time leave accruals in the Payroll software system. Leave balances are currently being tracked manually and the Board has asked that we move forward with this project.
- 10) We are decreasing appropriations to the Finance Department's budget by \$9,000. At the February 3, 2020 BOCC meeting, we asked the Board to approve an increase in the Finance Department's budget of \$9,000 to cover additional costs associated with the County's financial audit as a result of the amount of errors found when conducting the Medicaid compliance testing portion of the audit. The auditor's later commented that this portion of the audit should be paid out of the DSS budget and, upon further review, it was discovered that they already have funds budgeted which should cover this. We are, therefore, putting these funds back in the Contingency budget.

On motion of Commissioner Pierce, which was seconded by Commissioner Baker and duly carried by unanimous vote, Amendment #12 to the FY 2020 Budget Ordinance – General Fund \$398,886 was adopted:

**AMENDMENT TO THE WARREN COUNTY BUDGET ORDINANCE
2019/2020
Amendment No. 12**

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:

County Commissioners	4,635
Buildings & Grounds Maintenance	(4,635)
Finance Department	(4,800)
Fire Protection	63,900
Animal Control	1,500
Cooperative Extension	600
Health Department	2,600
DSS	10,009
Rural Operating Assistance Program (ROAP)	21,737
Recreation Program	298,540
Contingency	4,800
Total	\$ 398,886

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:

Restricted Intergovernmental - Health	2,600
Restricted Intergovernmental - DSS 1571	10,009
Restricted Intergovernmental - Other	171,107
Miscellaneous Revenue	2,500
Appropriated Fund Balance	212,670
Total	\$ 398,886

This amendment:

- Increases appropriations in the County Commissioners' budget by \$4,635 and decreases Contingency appropriations in the Buildings & Grounds budget by that same amount - to cover the costs of new carpet in the BOCC meeting room in the Armory.
Funding Source: Buildings & Grounds - Contingency
- Increases appropriations in the Animal Control budget by \$1,500 to cover a portion of the cost of two employees attending the Animal Care Expo 2020 in San Antonio, Texas from May 5th - 9th. Animal Control was awarded a \$1,500 scholarship from the Humane Society of the United States (HSUS) and Maddie's Fund to help offset the costs of attending the Expo.
Funding Source: The Humane Society of the United States
- Increases appropriation in the Cooperative Extension budget by \$600 for the funds received for the Community Food Strategies, Micro Sub-Grant.
Funding Source: Community Food Strategies Grant
- Increases appropriations in the Health Dept by \$2,600 to cover additional funds received for the Breast and Cervical Cancer Program .
Funding Source: NCDHHS - Division of Public Health
- Increases appropriations in the DSS budget by \$10,009 for additional funding received for the Low Income Housing Energy Assistance Program (LIHEAP) - \$8,812; and the Duke Energy-Energy Neighbor Fund (\$1,197).
Funding Source: NCCHHS - Division of Social Services
- Increases appropriations in the Rural Operating Assistance Program (ROAP) budget by \$21,737 to cover the expense associated with additional funds received from the NC Department of Transportation - Public Transportation Division - from the ROAP Grant.
Funding Source: NC Department of Transportation
- Increases appropriations in the Recreation Program budget by a total of \$298,540. This increase consists of \$297,540 of additional expenses resulting from the Parks and Recreation Trust Fund (PARTF) Grant and \$1,000 of additional expenses resulting from private contributions received in the amount of \$1,000. The PARTF Grant was for \$148,770 and there was a 100% County match requirement of \$148,770 - which is being appropriated from fund balance.
Funding Source: NC Parks & Recreation Trust Fund (\$148,770)
Appropriated Fund Balance (\$148,770)
Miscellaneous Revenue (\$1,000)
- Increases appropriations in the Fire Protection budget by \$63,500. This increase is for a grant match for a Firefighters Assistance Grant from FEMA. This request was made by the Afton-Elberon VFD, which applied for the funding on behalf of the Warren County Firemen's Association. Every fire department in Warren County is supposed to benefit. Funds from this grant are to be used to purchase radios which are compliant with the new statewide VIPER radio system which the State of NC has rolled out.
Funding Source: Fund Balance
- Increases appropriations in the Finance Department by \$4,200 to cover additional costs from Tyler Technologies to assist with the implementation of automating vacation, sick, and comp time leave accruals in the Payroll software system. Leave balances are currently being tracked manually and the Board has asked that we move forward with this project.
Funding Source: Contingency

- Decreases appropriations to the Finance Department's budget by \$9,000 that were approved at the February 3, 2020 BOCC meeting. We had asked for an increase to pay additional audit costs resulting from auditing medicaid compliance. It was later determined that this portion of audit costs was budgeted in the DSS budget. Therefore, we will put these funds back in Contingency.

Funding Source: Contingency

Respectfully Submitted 3/9/2020

Katherine C. Brafford

Katherine C. Brafford, Finance Director

On motion of Commissioner Pierce, which was seconded by Commissioner Baker and duly carried by unanimous vote, the following individuals were appointed to a two (2) year term on the Juvenile Crime Prevention Council (JCPC), terms expire January 1, 2022.

2 nd term	Cathy Alston-Kearney, School System Chelsea Jennings, Alternate Richard Booker, Faith Community
1 st term	Felicia Gupton, Social Services Marion Richards, Member-At-Large

On motion of Commissioner Baker, which was seconded by Commissioner Hunt and duly carried by unanimous vote, the following individuals were re-appointed to a second (2nd) three (3) year term on the Kerr-Tar Aging Advisory Council: Virginia Broach, Julius J. Mann, III and Charles Jefferson. Terms expire December 31, 2022.

On motion of Commissioner Baker, which was seconded by Commissioner Hunt and duly carried by unanimous vote, Randall Robinson was appointed to fill the unexpired term of Paul Bernard on the Zoning Board of Adjustment, whose term expires June 30, 2022.

On motion of Commissioner Baker, which was seconded by Commissioner Hunt and duly carried by unanimous vote, Sid M. Cutts was appointed to the Planning Board for a first (1st) term, expiring March 1, 2021.

On motion of Commissioner Baker, which was seconded by Commissioner Powell and duly carried by unanimous vote, the following individuals were appointed to the Aging Advisory Council – Warren County for a three (3) year term. Terms expire February 28, 2023.

Marion Richards	1 st term
Lottie Moore	2 nd term
Sharon Speed	2 nd term
Kathy Harris	2 nd term
Nellie Vardjian	2 nd term

The annual Community Services Block Grant Application from Franklin Vance Warren (FVW) Opportunity with an FY 2020-2021 funding amount of \$402,152 for four (4) County Program was considered.

On motion of Commissioner Hunt, which was seconded by Commissioner Powell and duly carried by unanimous vote, the annual Community Services Block Grant Application from Franklin Vance Warren Opportunity with an FY 2020-2021 funding amount of \$402,152 for four (4) County Program was accepted.

Agreements between Warren County (County) and Afton-Elberon Volunteer Fire Department (Borrower): Warren County agreed to lend Borrower and Borrower agreed to repay to County, or its assigns, the principal sum of \$47,500.00 (the "Loan") for the purpose of paying sales tax on the purchase of certain firefighting equipment radios ("the Project").

- Addendum to Contract for Fire Services with Afton-Elberon VFD,
- Afton-Elberon Volunteer Fire Department Loan Agreement and
- Promissory Note for \$47,500

On motion of Commissioner Pierce, which was seconded by Commissioner Baker and duly carried by unanimous vote, Addendum to Contract for Fire Services with Afton-Elberon VFD (the Borrower) was approved, with appropriate persons authorized to execute documents.

NORTH CAROLINA
WARREN COUNTY

**CONTRACT FOR FIRE PROTECTION –
ADDENDUM FOR SALES TAX LOAN**

THIS CONTRACT FOR FIRE PROTECTION – ADDENDUM FOR SALES TAX LOAN (hereinafter the “STL Addendum”) is made and entered into effective this the ____ day of _____, 20____, by and between the COUNTY OF WARREN, a body politic, party of the first part, hereinafter called the “County,” and AFTON-ELBERON VOLUNTEER FIRE DEPARTMENT, a nonprofit corporation organized under the laws of the State of North Carolina, party of the second part, hereinafter called the “Department”;

WITNESSETH:

THAT WHEREAS, the County and the Department have entered into a Contract for Fire Protection and Medical First Responder Services (hereinafter the “Contract”) under date of July 2nd, 2018, pursuant to the authority granted under G.S. §153A-233 and G.S. §69-25.5; and

WHEREAS, the above described Contract for Fire Protection and Medical First Responder Services is hereinafter referred to as “the Contract”; and

WHEREAS, the Contract authorizes the Department to provide Fire Protection and Medical First Responder Services in the Afton-Elberon Fire Tax and Fire Insurance District (hereinafter collectively the “District”) and by Mutual-Aid throughout the County; and

WHEREAS, the Department has obtained a Federal Emergency Management Agency (FEMA) grant to pay for radios to assist in the provision of contracted services to the District and throughout the County and seeks the assistance of County in paying sales tax on the purchase of such radios; and

WHEREAS, the County desires to issue a one-time loan appropriation to Department to accommodate its provision of contracted fire services by adopting this STL Addendum in order to evidence the rights and obligations of each party; and

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, and pursuant to the above referenced authority, the parties do hereby covenant and agree as follows:

1. **Sales Tax.** The Department hereby represents and warrants to the County that the Department requests a loan for amounts needed to pay for sales tax on the purchase of said radios and the loan proceeds will only be used for that purpose.

2. **Grant Application and Funding.** The Department further represents and warrants to the County that the Department has submitted an application and all accompanying documentation as required and has been awarded a grant from FEMA by which said radios will be purchased. Department also certifies that it has secured all necessary funding for their purchase.

3. **Appropriation.** The County, in reliance upon the above representations and warranties of the Department, hereby agrees to make a one-time loan appropriation to the Department in the amount of \$47,500.00, said appropriation to be made within thirty (30) days of the execution of this SLT Addendum by the Department.

4. **Remedies for Breach.** In the event of a breach of this SLT Addendum, the parties shall have the following remedies:

(a) **Breach by the Department.**

In the event of a breach by the Department as to any of its obligations hereunder, the County shall be authorized and entitled to demand repayment in full from the Department of any appropriation made by the County under paragraph 3 above. Any such demand shall be in writing and shall be made no later than three (3) years following the date of breach by the Department. Should the Department fail to timely make any required repayment, the County may pursue any and all rights and remedies authorized by law for collection of the same. In the event the County should elect to institute a civil action for recovery of said appropriation, the same shall be filed in the appropriate trial division of a court of competent jurisdiction in Warren County, North Carolina. In any such civil action the County shall be entitled upon recovery of said appropriation hereunder to additionally recover reasonable attorneys’ fees in the sum of fifteen percent (15%) of the appropriation recovered, plus all other reasonable expenses incurred in exercising rights and remedies hereunder, it being agreed by the parties that this SLT Addendum shall constitute an evidence of indebtedness pursuant to North Carolina General Statute 6-21.2.

(b) Breach by the County.

In the event of a breach by the County as to its obligation to timely make the required appropriation under paragraph 3 above, the Department shall have the right to enforce this SLT Addendum through a decree of specific performance granted by a court of competent jurisdiction in Warren County, North Carolina, and to that end the parties agree that, in the event of such breach by the County, the Department does not have an adequate remedy at law hereunder and may seek equitable relief in the form of such decree of specific performance.

5. Incorporation by Reference. The Loan Agreement and Promissory Note between Department and County dated the ____ of _____, 2020 and all of the terms and provisions thereof is hereby incorporated by reference in this SLT Addendum and made a part hereof the same as if set forth fully herein.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under hand and seal by authorized officers and by authority duly given, the day and year first above written.

WARREN COUNTY

By: _____
Tare Davis, Chairman,
Warren County Board of Commissioners

On motion of Commissioner Hunt, which was seconded by Commissioner Baker and duly carried by unanimous vote, Loan Agreement and Promissory Note between the County and the Afton-Elberon VFD (the Borrower) in the amount of \$47,500 was approved, with appropriate persons authorized to execute documents.

STATE OF NORTH CAROLINA

LOAN AGREEMENT

WARREN COUNTY

This LOAN AGREEMENT is entered into this _____ day of _____, 2020 by and between the AFTON-ELBERON VOLUNTEER FIRE DEPARTMENT, INCORPORATED ("Borrower"), a North Carolina corporation, having its principal office at 2350 US Hwy 401 South, Warrenton, NC 27589 and WARREN COUNTY ("County"), North Carolina, a body corporate and politic existing pursuant to the laws of the State of North Carolina having its principal office at 602 West Ridgeway Street, Warrenton, NC 27589 and having as its mailing address of P.O. Box 619, Warrenton, NC 27589.

WITNESSETH:

In consideration of the mutual covenants made in this Agreement, the parties agree as follows:

1. Purpose and Amount of Loan: County agrees to lend Borrower and Borrower agrees to repay to County or its assigns the principal sum of \$ 47,500.00 (the "Loan") for the purpose of paying sales tax on the purchase of certain firefighting equipment radios ("the Project").
2. Interest: The Loan does not bear interest.
3. Term: The term of the Loan shall be for one year and will be paid back in full by March 31st, 2021.
4. Promissory Note: The Loan shall be evidenced by a Promissory Note in a form that Warren County requires. The Promissory Note shall be properly executed by the appropriate officials of the Borrower.
6. Rights and Obligations: In the event of any supplemental loans to finance the project or grant program requirements, Borrower agrees to repay on time any and all such supplemental loans that Borrower obtains to finance the Project and adhere to the requirements of any grant received in connection with the Project.
7. Conditions of Closing: The obligation of County to make the Loan is subject to receipt by County from Borrower of the signed Promissory Note and the following additional conditions precedent:
 - A. Truth of Warranties: The truth and accuracy, as of the disbursement date, of all representations and warranties made by Borrower in this Agreement and receipt by County of all documents, certificates of officers of Borrower, and any other evidence, as County shall have requested.

- B.* Copies of Documents: The receipt by County from Borrower of copies of all documents connected with this Agreement and the transactions contemplated by the Loan, or respecting the business and affairs of Borrower, that County or its counsel may have requested, satisfactory in form and substance to County and its counsel and certified, when appropriate, by proper officers and government authority.
- C.* Expenses: The payment by Borrower of all expenses related to the Loan.
- 8.** Application of Proceeds: Borrower agrees that the Loan proceeds will be used for the project described in Section 1 of this Agreement.
- 9.** Disbursement of Loan: County will disburse the loan funds to the borrower upon Borrower's purchase of the firefighting equipment radios contemplated in Section 1 of this Agreement.
- 10.** Borrower Representations: In order to induce County to make the Loan, Borrower represents and warrants:
- A.* No Pending Action, Suit, Proceeding: That Borrower is not a party to any action, suit or proceeding pending, or, to the knowledge of Borrower, threatened at law or in equity before any court or administrative officer or agency which brings into question the validity of the transaction contemplated by this Agreement or might result in any adverse change in the business or financial condition of Borrower.
- B.* No Default: That borrower is not in default of any obligations, covenants, or conditions contained in any bond, debenture, note or other evidence of indebtedness or any mortgages or collateral instruments securing the same. The making of this Agreement and the consummation of the transaction contemplated will not violate any provision of law or result in a breach or constitute a default under any agreement to which Borrower is a party.
- C.* Filing of Tax Returns: Borrower has filed all tax returns which are required to be filed and has paid or made provision for the payment of all taxes which have or may become due pursuant to the returns or pursuant to any assessments received by them. No tax liability has been asserted by the Internal Revenue Service or other taxing agency, federal, state or foreign, for taxes materially in excess of those already provided for and Borrower knows of no basis for any deficiency assessment.
- D.* Indemnification: Borrower indemnifies and holds County harmless against any losses, claims, damages, or liabilities to which it may be subject as a result of any claim for services in the nature of a finder's fee or commission with respect to the transaction contemplated or arising out of the Loan and will reimburse County for any legal or other expenses incurred by it in investigating or defending any claim or liability asserted.
- E.* Use of Proceeds: Borrower shall use all of the proceeds of this loan only for the purposes stated in Section 1 of the Agreement.
- F.* Authority to Complete Transaction: Borrower has the complete and full authority to perform and complete the transactions contemplated by this Agreement and use the loan funds for the purposes provided in this Agreement.
- G.* Conflict of Interest: To the best of the knowledge of the Borrower, none of Borrower's officials, representatives or governing body, or any close relatives of Borrower's officials, representatives or governing body are close relatives of the officials, representatives, or governing board of County. Close relative for the purpose of this provision shall mean a spouse, child, grandchild, parent, grandparent, brother or sister.
- 11.** Conditions of Loan: The making of the Loan shall be subject to the following conditions precedent:
- A.* Representations and Warranties are True: All of the representations and Warranties contained in this Agreement shall be true and correct on and as of the closing date.
- B.* Transactions are Satisfactory: All proceedings taken in connection with the transaction contemplated by this Agreement and all documents incidental to the transactions shall be satisfactory in form, scope, and substance to County counsel, and County shall have received copies of all documents which it or its counsel may request in connection with the transaction inform, scope, and substance satisfactory to its counsel.
- C.* Consents Obtained: All necessary approvals or consents, if any approvals or consents are required, of governmental bodies, shall have been obtained.
- D.* Proper Authorization: There shall be delivered to County a copy of the record of minutes of the governing body of the Borrower or a resolution in form and substance satisfactory to County, specifically authorizing its officers to execute this Agreement, and all other documents necessary to the consummation of this transaction. The record of the minutes of the governing body of the Borrower, or resolution, shall be certified to be true by the secretary or assistant secretary of the Borrower.
- E.* Debarment Certification: Borrower shall have completed a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions."
- 12.** Affirmative Covenants: Until the Promissory Note is paid in full and all of the

other payments due County have been paid and the performance of all of the terms, conditions, and provision of this Agreement and any security agreement have been complied with, Borrower shall cause the following to be done:

- A. **Information to be Provided:** Borrower will deliver to County within fifteen days after any written request therefor from County information as may be reasonably necessary to determine whether Borrower is complying with its covenants and agreements contained in this Loan Agreement or whether an Event of Default has occurred.
- B. **Payment of Promissory Note:** Borrower will punctually pay or cause to be paid the principal and interest, if any, to become due in respect to the Promissory Note in accordance with the terms of the Promissory Note.
- C. **Payment of All Taxes and Assessments:** Borrower will, upon demand, promptly pay and discharge all taxes, assessments, or other governmental charges which may lawfully be levied or assessed on its income or profits or on any property, real, personal, or mixed, belonging to it or upon any part thereof, and also all lawful claims for labor or material and supplies, which, if unpaid, might become a lien or charge upon any property except that Borrower shall not be required to pay any taxes, assessments, charges, levies, or claims so long as the validity of the taxes, assessments, charges, levies, or claims are being actively contested in good faith by proper proceedings, and provided that adequate monies to cover any taxes, assessments, charges, levies, or claims shall be placed in escrow during the proceedings and shall be paid upon a final adjudication and order to pay from a court of competent jurisdiction.
- D. **Payment to Other Debtors:** Borrower will, upon demand, pay or cause to be paid the principal and interest on all indebtedness to other lenders incurred or assumed by it when and as the same shall become due and payable unless the indebtedness is renewed or extended, and will observe, perform, and discharge, all of the covenants, conditions, and obligations, which are imposed upon it by any and all agreements securing or evidencing an encumbrance upon the firefighting equipment radios so as to prevent an occurrence of any act or omission which under the provisions may be declared to be a default which could result in a lien being placed upon the firefighting equipment radios.
- E. **Security Maintenance:** Borrower will at all times cause all of its property to be maintained and kept in good condition and repair to the end that County's security interest will be adequately protected.
- F. **Covenants are Severable:** In the event that any provision of this Agreement or any other instrument executed at closing or the loan application shall be declared unenforceable by a court of competent jurisdiction, the remainder of the agreement or instrument, including the loan application, shall nevertheless remain in full force and effect, and to this end, the provisions of all covenants, conditions, and agreements described in this Agreement are deemed separate.
- G. **Statements Showing Expenditures:** Borrower will furnish from time-to-time whenever requested, statements showing itemization of prospective expenditures, expenditures to date, items due and unpaid, and itemized statements with receipted bills and other evidence satisfactory to County.
- H. **Additional Assurances:** From time-to-time, Borrower will execute and deliver any and all further, or other, instruments, and perform such acts, as County or its counsel may reasonably deem necessary or desirable to confirm and secure to County all rights and remedies conferred upon County by the terms of this Agreement and by the Promissory Note.

13. Additional Covenants:

- A. **Expense:** Borrower agrees to pay all costs and taxes that might be imposed or determined to be payable in connection with the execution, issuance, or delivery of the Promissory Note, or in connection with any modification, amendment, or alteration of the terms and provisions of this Agreement, and to save County and any other holder of the Promissory Note harmless against any and all liability with respect to the Promissory Note, all of which agreements of Borrower shall survive payment of the Promissory Note.
- B. **Expenses of Collection or Enforcement:** If Borrower shall at any time default in making any payment on the Promissory Note, Borrower agrees that it will, to the fullest extent permitted by law, pay to the holder of the Promissory Note, in addition to any other amounts that may be due from Borrower to the holder, an amount equal to the costs and expenses of collection or enforcement incurred by the holder in the collection.
- C. **Expenses of Correction by County of Default:** In the event of any default by Borrower in the full performance or observance of any covenant or agreement contained in this Agreement or the Promissory Note, County may, upon 15 days' written notice to Borrower, and at County's sole option (but without any obligation of County to do so), take any steps necessary or appropriate to correct or remedy the default in whole or in part, and all costs and expenses incurred by County in taking the steps (including reasonable attorneys' fees incurred by County and including any other sums paid or payable by County to third parties) shall upon written demand by County be due and payable by Borrower, with interest, (payable on the first day of each calendar month) from the time of occurrence to County at the rate of 10% per annum until paid. In the event County takes any action provided for in the preceding sentence, the commencement or taking of the action shall not be deemed to be a waiver by County of the default of Borrower or a waiver of any other available or remedy of County by reason of the default.

14. Events of Default: The principal indebtedness evidenced by the Promissory Note or the unpaid balance of the Promissory Note at the time outstanding, shall be due and

payable at the election of County if any one or more of the following events (hereafter called "Events of Default") shall occur for any reason whatsoever, and whether the occurrence shall be voluntary, involuntary, or come about or be affected by operation of law, or pursuant to or in compliance with any judgment, decree, or order, of any court or any order, rule or, regulation, of any administrative or government body.

- A. **Failure to Pay Promissory Note When Due:** Default shall be made in payment on the Promissory Note when due and payable, and such default be continued for a period of 30 days; or
 - B. **Failure to Comply with Covenants:** Default shall be made in the performance or observance of any of the covenants or agreements contained in this Loan Agreement; or
 - C. **Representations in Agreement:** Any representation or warranty made by borrower or any statement or representations made by any certificate, statement or opinion, delivered pursuant to this Loan Agreement shall prove to have been incorrect in any material respect as of the date when made;
 - D. **Insolvency or Bankruptcy:** If Borrower admits in writing its inability to pay its debts generally as they become due, makes an assignment for the benefit of creditors, files a petition in bankruptcy, be adjudicated insolvent or bankrupt, petition or applies to any tribunal for the appointment of any receiver or trustee, or commence any proceedings under any arrangement, readjustment of debt, or statute of any jurisdiction, whether now or hereafter in effect; or there is commenced against Borrower any such proceedings which remains undismissed for a period of 30 days; or
 - E. **Consent to Proceeding:** Borrower by any act indicates its consent to, approval of, or acquiescence in any proceedings or in the appointment of any receiver or of any trustee for Borrower with respect to a substantial part of its property; or
 - F. **Final Judgment:** If any final judgment for the payment of money that is not fully covered by liability insurance and is in excess of \$10,000 shall be rendered against Borrower and the judgment is not discharged within 30 days after all appeal rights have expired; or
 - G. **Change in Ownership or Control:** If Borrower during the term of this Loan affects a change in ownership or control of the business or its assets without the prior written consent of County.
15. **Funds to be Used for Public Purpose:** The parties acknowledge that the loan will be used for a public purpose. In addition, Borrower acknowledges that it will use its best efforts to defend against any lawsuit that may be brought that challenges Borrower's use of the Loan.
16. **Waiver of Notice:** Borrower and guarantors expressly waive any requirement for presentation, demand, protest, notice of protest or other notice or dishonor of any kind, other than notice specifically provided for in this Agreement.
17. **Notices:** All notices, demands and communications shall be delivered, or sent by certified mail, return receipt requested, addressed in each case as follows, until some other address shall have been designated in a written notice to the other parties:
- To Borrower:**
- AFTON-ELBERON VOLUNTEER FIRE DEPARTMENT, INCORPORATED
2350 US Hwy 401 South
Warrenton, NC 27589
- Attention: Dean Andrews, President
- To County:**
- Warren County
P. O. Box 619
Warrenton, NC 27589
- Attention: Vincent Jones, County Manager
- Notice shall be deemed to have been given when mailed.
18. **Survival of Representations, Warranties, and Obligations:** All representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and of the Promissory Note and any investigation at any time made by County or on its behalf, and any sale or transfer of the Promissory Note. All obligations of borrower, under this Loan Agreement and under the Promissory Note, which have not been fully performed, at the time of disbursement of the Loan, shall survive the disbursement.
19. **Construction and Amendment:** This Loan Agreement and the Promissory Note constitute the entire agreement between the parties pertaining to the subject matter and supersede all prior and contemporaneous agreements and understandings of the parties in connection with it. This Agreement may not be changed, amended, or terminated orally but only by agreement in writing and signed by the party against whom enforcement of any change, amendment, or termination is sought.
20. **Successors and Assigns:** All covenants, agreements, representations, and warranties made in this Agreement or in certificates delivered in connection herewith shall, whether so expressed or not, bind and inure to the benefit of the successors and assigns of Borrower and County.
21. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute

one and the same instrument.

22. **No Waiver; Remedies Cumulative:** No exercise, partial exercise, failure, or delay on the part of County in exercising any power or right under this Agreement, or under the Promissory Note, shall operate as a waiver of the power or right, except as specifically provided in this Agreement. No remedy conferred in this Agreement or in the Promissory Note, is intended to be exclusive to any other remedy, and each and every other remedy existing at law or in equity or by statute or otherwise, may be sought by the enforcing party.
23. **Governing Law:** This Agreement and the Promissory Note shall be governed by and interpreted in accordance with the laws of the State of North Carolina.
24. **Indemnification:** To the fullest extent permitted by law, Borrowers shall indemnify, protect and save County and its officers and directors, and the local government council's members and employees, harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys' fees arising out or connected with, or resulting directly or indirectly from the property offered as collateral in the Security Agreement or the transactions contemplated by this Agreement, including without limitation the possession, condition or use of the Fire Boat. The indemnification arising under this Section shall survive the Agreement's termination.

IN WITNESS WHEREOF, this Agreement is entered by the parties as of the day first above written.

**AFTON-ELBERON VOLUNTEER FIRE DEPARTMENT,
INCORPORATED**

STATE OF NORTH CAROLINA

PROMISSORY NOTE

COUNTY OF WARREN

\$47,500.00

Date: March _____, 2020

The undersigned, AFTON-ELBERON VOLUNTEER FIRE DEPARTMENT, INCORPORATED, 2350 US Hwy 401 South, Warrenton, NC 27589, promises to pay to the order of WARREN COUNTY, ("County") at its principal place of business at 602 West Ridgeway Street, Warrenton, NC 27589, (mailing address of P. O. Box 619, Warrenton, NC 27589), the sum of FORTY-SEVEN THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$47,500) without interest, in one installment, as described further in this promissory note.

THE TERMS AND CONDITIONS OF THE PAYMENT OF THE PRINCIPAL AND INTEREST, IF ANY, IS AS FOLLOWS:

1. **Payments:** The undersigned shall make one (1) payment in the amount of FORTY-SEVEN THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$47,500), said payment to be made before March 31st, 2021 in full. Any unpaid balance of the principal shall be due and payable on March 31st, 2021.
2. **Default:** The failure to make payment when due or the failure to comply with any of the terms of the Loan Agreement will constitute a default of this Promissory Note. The principal of this note and any part thereof shall bear interest at the rate of 10% per annum after default until paid. In the event of default, the entire balance of the principal remaining shall, at the option of County, and without notice to the undersigned, be automatically due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time.
3. **Interest:** The principal of this note and any part thereof shall not bear interest except in the event of a default as herein set forth. County, upon default, shall have the right to employ an attorney and enforce its rights and remedies and the undersigned agrees to pay to County reasonable attorneys' fees plus any costs incurred by County in exercising its rights and remedies upon default.
4. **Waiver of Presentment:** All parties to this note, whether principal, surety, guarantor, or endorser, hereby waive presentment for payment, demand, protest, and notice of dishonor, and all defenses on the grounds of extension of time for the payment hereof, which may be given by the holder of the note or to anyone that has assumed the payment of this Promissory Note.

5. Prepayment Allowed: This Promissory Note may be prepaid in full or in part at any time without penalty or premium.

6. Jurisdiction: This Promissory Note is to be governed and construed according to the laws of the State of North Carolina.

IN TESTIMONY WHEREOF, the undersigned has caused this Promissory Note to be executed by its duly authorized officer as the official act of the corporation the day and year first above written.

AFTON-ELBERON VOLUNTEER FIRE DEPARTMENT,
INCORPORATED

On motion of Commissioner Pierce, which was seconded by Commissioner Hunt and duly carried by unanimous vote, a public hearing was scheduled for Monday, April 6, 2020 during the regular 6pm Board of Commissioners' meeting to hear citizen comments regarding the following Amendment to the County's official Zoning Ordinance:

Table II-1 Dimensional requirements (increased height maximum for LB, NB, HB, LI and HI zoning districts) and Table of Permitted Uses Conditional Use Permits (PUD-CR) per Warren County Planning Board – Planning and Zoning Administrator

On motion of Commissioner Hunt, which was seconded by Commissioner Baker and duly carried by unanimous vote, Warren County Online Payments, Credit Card and Debit Processing Policy was adopted, as presented.

Warren County Online Payments, Credit Card, and Debit Processing Policy

Adopted: March 9, 2020

Purpose and Scope: In an effort to make fee-based government services easier to navigate for our citizens and visitors, Warren County Government departments will work to provide online payment options and accept credit and debit cards on-site when possible. This policy gives direction on North Carolina law governing convenience and checkout fees, as well as directs department heads on the County's approved approach to online payment programs, debit, and credit card processing.

In today's market, vendors that provide the software for online payments and the equipment for processing credit and debit card charge processing fees. According to NC law, government is allowed to charge a convenience fee for online and over-the-phone payments for both credit and debit. In 2013, the law changed to allow government to apply a checkout fee for in-person transactions, but for credit only; this cannot happen for debit card transactions. This policy will outline when departments are allowed to accept credit and debit payments in accordance with state law.

Warren County departments offer multiple payment options, including cash and check. This policy specifically relates to online payments, credit and debit card processing. It does not apply to the handling of cash payments or checks written and delivered through US mail or paid onsite at a Warren County operating department.

North Carolina General Statute:

§ 159-32.1. Electronic payment.

A unit of local government, public hospital, or public authority may, in lieu of payment by cash or check, accept payment by electronic payment as defined in G.S. 147-86.20 for any tax, assessment, rate, fee, charge, rent, interest, penalty, or other receivable owed to it. A unit of local government, public hospital, or public authority may pay any negotiated discount, processing fee, transaction fee, or other charge imposed by a credit card, charge card, or debit card company, or by a third-party merchant bank, as a condition of contracting for the unit's or the authority's acceptance of electronic payment. A unit of local government, public hospital, or public authority may impose the fee or charge as a surcharge on the amount paid by the person using electronic payment. (1999-434, s. 5.)

(Cont'd)

Warren County Online Payments, Credit Card, and Debit Processing Policy

Adopted: March 9, 2020

Online Payments: All departments are encouraged to have an online payment program for fee-based services when appropriate. Online payment systems are an additional service opportunity for citizens and visitors.

Initiating Online Payments and Software Selection

Any department interested in implementing an online payment program is strongly encouraged to do so, but must first consult with the County Manager's Office. Departments should use existing programs approved by the County Manager's Office and the Finance Director; however, if a department wishes to utilize a new software for online payments, they must request use of software through the County Manager and Finance Director.

Convenience Fees

North Carolina law allows local government to charge and/or pass on charges from vendors that are labeled as "convenience fees". Convenience fees are charges per transaction for the convenience of a citizen paying online or over the phone from the convenience of their own home (or any other location apart from Warren County operating departments). These fees are different from "checkout fees", which are charges for processing payments made at Warren County operating departments.

Warren County will pass along to customers all convenience fees associated with processing payments online.

E-Checks

County Manager can use their discretion on whether or not that a department accepts e-checks as a form on online payment.

Payment Companies

Departments should work to provide as many payment options as possible when feasible for department operations. However, department heads may exercise their discretion on what companies are accepted as payment options (for example, Visa, Mastercard, American Express, PayPal, etc.).

On-site Credit and Debit Card Payments: Warren County departments should work to offer credit card processing for customers that come on-site to transact business at Warren County operating departments.

Checkout Fees

North Carolina law allows local government to charge and/or pass on charges from vendors that are labeled as "checkout fees" for credit cards only. Checkout fees are charges per transaction for payments made at a Warren County operating department. North Carolina law prohibits local government for charging a checkout fee for debit card transactions.

North Carolina law mandates that checkout fees must be applied uniformly across departments.

Warren County will pass along to customers all fees associated with processing credit card payments at the Warren County office where the bill originates.

Warren County will not accept debit card payments on-site at the office where the bill originates. Debit cards can only be used for online payments.

Concession Fees Exception

Warren County will accept debit cards in addition to credit cards for concessions at the Warren County Recreation Complex.

On motion of Commissioner Hunt, which was seconded by Commissioner Baker and duly carried by unanimous vote, Warren County Grant Policy was adopted, as presented.

Warren County Grant Policy

Adopted: March 9, 2020

Purpose and Scope: The purpose of this policy is to provide direction in the application, acceptance, and administration of funds awarded through grants to the County from federal or state governments, other local governments, non-profit agencies, foundations, and the private sector. This policy provides direction to all County personnel, elected officials, and citizens who desire to fund County programs with alternative funding sources. The policy also provides direction on funding organizations and businesses not related to Warren County government with County matching funds (henceforth referred to as a non-County entity), and/or providing County staff time for grant administration to organizations and businesses not related to Warren County government.

Best Practice: It is best practice that departments seek alternative sources of funding (i.e. grants) for projects that the department is already committed to completing once all funding is secured. Departments are discouraged from applying for a grant simply because funds are available.

I. Application and Acceptance of Grants for County Programs

The Warren County Manager is given authority to make application for and accept grants that meet the following criteria when the local match is budgeted and:

- The grant is expected to be \$200,000 or less on an annual basis with no required county match; or
- The grant is expected to be \$50,000 or less on an annual basis with a required match of 10% (\$5,000 max matching funds); or
- The grant is expected to be \$20,000 or less on an annual basis with a required match of 25% or less (\$5,000 max matching funds).

Board of Commissioners Approval: If a grant meets the above criteria, the County Manager can approve a department's application and acceptance of the grant. If a grant is in excess of the above criteria, the Board of Commissioners shall approve the application for and acceptance of the grant(s).

Even if board approval is not needed, the County Manager shall update the Board of Commissioners upon acceptance of grant awards by operating departments.

II. Application and Acceptance of Grants for Non-County Entities Using County Funds

In some cases, non-County entities may seek help from the County to fund portions or all of a grant's matching requirement. This practice is not commonplace, but does occur when the program is beneficial to the County.

The Board of Commissioners must take formal board action in support of providing matching funds or an application for a non-County entity. A non-County entity should not apply for a grant that assures matching funds provided by Warren County unless formal action is taken by the Warren County Board of Commissioners.

Non-County entities must provide the following when requesting matching assistance or administrative assistance from the County:

- Copy of the grant application
- Contact person for the grant administration
- A plan of action on how the entity will handle grant administration
- Copies of financial reporting and accounting requirements
- Amount of matching funds requested
- Documentation of any other matching funds outside of the request to the County
- Justification for why the project is beneficial to the County

A request for matching funds does not guarantee that the County will provide grants administration. This is a separate request and is not guaranteed; non-County entities should be prepared to administer any grant they apply for regardless of County funds or assistance.

(cont'd)

Warren County Grant Policy

Adopted: March 9, 2020

III. Grant Administration for County Agencies

Prior to Grant Submission

All departments must notify the County Manager of any grant application prior to submission. If the grant is in excess of the criteria involving the award amount and required match, departments must make every effort for that grant to go before the Board of Commissioners prior to submission of the application. The County Manager has the discretion to allow a department head to **apply** for a grant without going before the Board of Commissioners in select cases (for example in the case of a timeline restrictions). The County Manager must report this activity to the Board at the next Board of Commissioners monthly meeting.

Upon Award Notification

All departments must notify the County Manager and Finance Director of any grant award notification. If the grant is in excess of the criteria involving the award amount and required match, departments must get approval from the Board of Commissioners before accepting the award.

The following must be sent to the County Manager:

- Copy of the grant application
- Notification announcement of the grant award
- Department contact person for the grant administration
- Copies of financial reporting and accounting requirements

Contract Execution

All departments must have all grant contracts reviewed by the County Attorney. No contracts should be signed without authorization from the County Manager and the County Attorney. The original contract should be kept on file at the County Administration Office. Copies of the executed grant contract should be kept in the grantee's office and sent to the County Manager, the County Attorney, and Finance.

General Administration

All departments are expected to schedule a meeting with Finance to discuss any necessary steps needed for accounting throughout the grant. All departments are expected to comply with all reporting and procurement requirements in a timely fashion.

Grant Tracking

A spreadsheet of all grant activity will be kept in the County Manager's Office and provided to the Finance Department for audit. Matching funds for non-County entities will be tracked on this spreadsheet as well.

IV. Grant Administration for Non-County Entities

If the Warren County Board of Commissioners has taken formal action to support a non-County entity with matching grant funds and/or grant administration, the following must be sent to the County Manager and the Finance Director upon notification of award:

- Copy of the grant application
- Notification announcement of the grant award
- Contact person for the grant administration
- Copies of financial reporting and accounting requirements

Contracts shall be reviewed by the County Attorney before being presented to the County Manager for execution. An MOU should be developed between the non-County entity and the County outlining the parameters of the matching funds agreement and the grant administration process.

Non-County entities will send copies of all interim and final reports to the County Manager's Office.

On motion of Commissioner Pierce, which was seconded by Commissioner Powell and duly carried by unanimous vote, Resolution Declaring Surplus Property and authorizing auction of same was adopted with Chairman Davis authorized to sign same:

**RESOLUTION
SALE OF SURPLUS
WARREN COUNTY PROPERTY**

WHEREAS, the County of Warren has certain property which has been determined to be of no necessity and may lawfully dispose of such property through auction or private sale,

NOW, THEREFORE, BE IT RESOLVED THAT, pursuant to Article 12, North Carolina General Statute 160A-268, the Warren County Board of Commissioners will sell through auction and/or private sale, the following personal property:

Tax Foreclosed Properties

I4A 53	1 lot in Six Pound Township
E6B 67	125F x 100D Warrenton Township
G9 12I	2.4 acres in Fishing Creek Township
H1A 38	1 lot in Six Pound Township (51/100 acre)
D11 25	1.05 acres in Shocco Township
D4D161	0.50 acre in Smith Creek Township
I4B203	1 lot River Township
C10 79F	3.47 acres Sandy Creek Township
F11 14F	1 lot in Fork Township
F11 18	3.93 acres in Fork Township
F11-19	0.99 acre in Fork Township

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 award be placed with GovDeals online auction with notice in the Warren Record and otherwise appropriately advertised according to law.

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

ADOPTED this the 9th day of March 2020.

WARREN COUNTY BOARD OF COMMISSIONERS

Tare "T" Davis, Chairman

UPDATES TO THE PUBLIC

- Citizens Advisory Council (CAC) – Announced April 9th District I Community Forum
- Discussion of Potential Public Health, Safety General Welfare Ordinance – no discussion in County Attorney’s absence
- Board of Commissioners

Commissioner Pierce:

- 1) Appreciative that she won re-election
- 2) Announced upcoming Spring Litter Sweep

Vice-Chairman Hunt:

- 1) Ephraim Place project in Soul City, progress has been made as follows; rough plumbing has been installed for six (6) houses and sites are ready for 11 or 12 houses.
- 2) Agrees with Victoria Liehman, School Board member that both the Board of Education and Board of Commissioners need a closer relationship, cited example of Rowan County’s education collaborative.

Commissioner Baker:

Regarding Corona Virus (COVID-19): the County can provide no more information than the state has already provided - supplies are running short.

County Manager Jones

Warren County Emergency Services and Health Department are attentive to the publics needs regarding COVID-19.

With no further business to discuss and on motion of Commissioner Baker which was seconded by Commissioner Hunt, the March 9, 2020 meeting was adjourned at 8:00 pm.


Angelena Kearney-Dunlap, Clerk

MINUTES FROM AN EMERGENCY JOINT MEETING HELD BY THE BOARD OF COUNTY COMMISSIONERS WITH THE WARREN COUNTY BOARD OF EDUCATION FOR THE COUNTY OF WARREN IN THE WARREN COUNTY ARMORY CIVIC CENTER ON SUNDAY, MARCH 15, 2020 AT 1:00 PM.

The Joint Meeting was called to order by Chairman Tare Davis. Other Commissioners present: Bertadean Baker, Victor Hunt, Jennifer Pierce and Walter Powell. Others in attendance: County Manager Vincent Jones, Emergency Services Director Dennis Paschall and Health Director Margaret Brake. Absent: County Attorney Hassan Kingsberry. Board of Education members present: Chairperson Ebony Talley-Brame, Linda Byrd, Victoria Liehman and Superintendent Dr. Mary L. Young.

After conducting prayer and pledge of allegiance, Chairman Davis read the Notice of Emergency Joint Meeting:

**Notice of Emergency Joint Meeting of
Warren County Board of Commissioners & Warren County Board of Education**

Notice is hereby served that the Warren County Board of Commissioners will hold an Emergency Meeting on Sunday, March 15, 2020 at 1:00 pm in the:

Amory Civic Center
501 US Hwy 158 Business, East
Warrenton, NC 27589

This Emergency Meeting is called to consider:

- Staff Updates;
- Joint Board Discussion between Board of Commissioners and Warren County Board of Education;
- Declaration of State of Emergency related to the COVID 19;
- Consider Temporary Increase of County Manager’s Spending Authority (\$50,000) to allow emergency expenditures related to COVID 19 response; and
- Approve temporary suspension of customer water and sewer disconnection for non-payment Warren County will temporarily suspended customer water and sewer service disconnections for non-payment for 60 days. The purpose is to help mitigate the spread of the COVID19 virus.

All Board of Commissioners Meetings are open to the public.
Tare Davis, Chairman - Warren County Board of Commissioners

Chairman Davis announced the emergency joint meeting was called to 1) mitigate the spread of COVID-19 virus, 2) discuss the governors mandate of 2-week closing of public schools and 3) the practice of social distancing.

Staff updates were given as follows:

- **Vincent Jones, County Manager**
Has and continues to provide public information on how to lessen the outbreak. Moving to a different level of awareness: 1) recreation activities have been suspended through April 6, 2020; 2) staff and public are encouraged to observe mitigation practices, especially at the Senior Center; and 3) a meeting will be held at EM headquarters tomorrow (March 16th) with all partners.
- **Dr. Mary Young, Superintendent, Warren County Board of Education**
In the past couple weeks, the school system has been pro-active; school district family has prepared materials:

1) educating students on hygiene	4) cleaning & disinfecting of buses
2) approved disinfectant materials	5) student services will be promoting mental wellness, looking at list of students with greatest concerns
3) stay at home if sick	6) list of homeless – social workers are working with parents to make sure they have what’s needed.

7) use social distancing	14) posting information in English and Spanish.
8) cancelled all external events, including district meetings,	15) instructional – distance learning web site are listed; Spectrum is providing free wi-fi for 60 days to students
9) HR has scheduled only essential staff for the upcoming week, personnel alternate days coming in Monday, others come in on Tuesday and then others work all week	16) partnering with Public Library and churches for use of hot spots for students to complete their instructional packets
10) payroll will be handled as normal	17) distributing packets in many ways
11) food will be made available for parents to pick up between 11am to 1pm a limit of 10 meals per vehicle.	18) updates will be provided through mass communication as things change
12) still coordinating how meals will be distributed to the community	19) Safety is paramount!
13) custodians will do deep cleaning	

- **Dr. Margaret Brake, Health Director**

As of today (3-15-2020), there are 32 cases in North Carolina, no deaths. There are no cases in Warren County. Response to COVID-19 is governed by established local, state and federal plans. There are weekly calls with state agencies for updates. There are a limited number of test kits available to each community; guidelines are changing rapidly; coordinated efforts for testing. We will have a continued response to citizen inquiries and will be contacting child care facilities this week. Working with providers to identify possible infections and investigate close contacts, all cases are reported to the State which is then reported to Center for Disease Control (CDC).

- **Dennis Paschall, Emergency Services**

Emergency Management is active in monitoring COVID-19, making sure EM personnel have up-to-date information. Warren County's Emergency Operating Plan (EOP) provides guidelines to follow. Monday (3-16) EM will host a key stakeholders meeting. Federal reimbursement may be available to the county for expenses associated with responding.

Joint Board Discussion

Dr. Young, School Superintendent: school system plans to cover 450 square miles of the county's roads to make sure students get meals during the week. Collaborating with various agencies for meal delivery.

Chairman Davis – ramp-up meals on wheels program. Open call center for public information dissemination.

Commissioner Pierce – are all meals picked-up from the high school?

Dr. Young – at the time meals are ordered we can get them for kitchen prep or ready to eat. We are trying not to waste food, there's a weeks-worth of food in storage. Parents can pick-up meals from Vaughan and Northside Elementary Schools and from Warren County High School. We may get bus drivers to deliver meals if they do not have second jobs to go to after their morning routes. Monday meals will be at the High School.

Chairman Davis – we do not want people exposed to the virus while delivering meals.

County Manager Jones – Health assessments will be part of the response plan.

Dr. Young – the food distribution will be 'grab and go'. No one will come into the facility. Parents will get instructional packets and food to go curbside.

Commissioner Baker – monitor parents when picking up food, cut down on duplication.

Dr. Young – meals will be available up to 10 per vehicle (breakfast & lunch), no ID's required; there are between 1,800 to 1,900 students in the county. All planning is subject to change, there is scheduled a 3pm superintendents conference call. Monday there will be a table set up for parents/students to receive meals between 11am to 1pm at the High School. Monday 10am-4pm, Tuesday 10am-6pm and Wednesday 8am-noon a separate table will be set up for instructional materials. Tuesday pick-up will be at Vaughan, Northside and the High School.

School Board member V. Liehman – precincts are a good location for pick-ups.

Chairman Davis – we will use newspaper, radio and FaceBook to get the message out.

County Manager Jones – will keep county services going as long as we can; requesting residents handle business by phone, online or by using a dropbox. Governor's Executive Order does not impact business of county offices. Staff can use administrative and/or personal leave. Department of Health & Human Services (NC DHHS) outlined protocol for public contact. Encouraged residents to pay attention to county's web site and Facebook page.

Chairman Davis – this is going to impact our day-to-day lives.

Fire Chief Joey Andrews – fire departments are looking for direction on how volunteer fire department personnel will protect themselves.

Commissioner Hunt – we need to set-up a central information hotline, so the public does not have to call every department.

County Manager Jones – the county has the capability to set-up a hotline.

Sheriff Williams – implemented at Detention Center ‘no visitation’; adjustments are being made for court appearances. Only arresting for major crimes; others will be under house arrest.

Clerk of Court Blalock – courts are closed for 30 days; cases for timely hearing will be tried; domestic and small claims will still move forward.

Floor Opened for Public

Norlina Commissioner T. Simes – bus drivers know the routes, some routes overlap.

Johnson – has anyone been tested: meal coordinators and/or emergency responders?

Harris – one solution, school system should appoint someone to work with county staff to man public information office.

B. Espinosa – as a nurse, recommended immediately checking temperature to gauge if someone has the virus.

S. Brown – concerning county magistrate offices, what are the sanitation methods?

Rev. Sharp – volunteered his churches assistance.

Declaration of State of Emergency related to the COVID 19

On motion of Commissioner Pierce, which was seconded by Commissioner Baker and duly carried by unanimous vote, Warren County Declaration of a Local State of Emergency Corona Virus Disease 2019 (COVID-19) Pandemic, was adopted.



WARREN COUNTY BOARD OF COMMISSIONERS
602 WEST RIDGEWAY STREET
POST OFFICE BOX 619
WARRENTON, NORTH CAROLINA 27589

Tare Davis, Chairman
Victor Hunt, Vice Chairman
Bertadean Baker
Jennifer Pierce
Walter Powell

Vincent Jones
County Manager

Angelena Kearney-Dunlap
Clerk to the Board

WARREN COUNTY DECLARATION OF A LOCAL STATE OF EMERGENCY CORONAVIRUS DISEASE 2019 (COVID -19) PANDEMIC

WHEREAS, Warren County expects to receive public health impacts from the COVID-19 pandemic

WHEREAS, as a result of the above described emergency, on Friday, March 13, 2020, a National State of Emergency was issued for the COVID-19 Pandemic, and on March 10, 2020, North Carolina declared a State of Emergency to coordinate the State’s response and protective actions to address the Coronavirus Disease 2019 (COVID-19), and on March 14, 2020, the State of North Carolina Executive Order No. 117, Prohibiting mass gatherings and directing the statewide closure of K-12 Public Schools to limit the spread of COVID-19; and impacts of COVID-19 could be inclusive of, but not limited to, increasing volumes of COVID-19 patients, additional demands on Emergency Services, through the continued need for Personal Protective Equipment (PPE) and decontamination solutions, workforce exposure to suspected patients and great demands placed on medical providers, Health Department, Law Enforcement, and Schools which could result in extended work hours for all County staff and impacted agencies having jurisdiction within the boundaries of Warren County. These overall impacts could be Countywide.

WHEREAS, as a result of the above-described disaster, I have determined that there is an imminent threat of, or existing conditions have caused or will cause, widespread or severe disruption to County services or other damage, injury, severe illness or possible loss of life.

WHEREAS, declaring a State of Emergency and imposing the restrictions and prohibitions ordered herein is necessary to maintain order and protect public health, safety, and welfare.

NOW, THEREFORE, pursuant to the authority vested in me as the Chairman of the Board of Commissioners of Warren County, North Carolina under Article 1A of Chapter 166A of the North Carolina General Statutes (NC GS 166A-19.3(19) and the Warren County State of Emergency Ordinance:

Section 1. A State of Emergency is hereby declared within the jurisdiction of Warren County, North Carolina, and by the request of the mayors or their appointed representatives of the Towns of Norlina, and Macon.

Section 2. The emergency area covered by this state of emergency shall be Warren County, North Carolina, to include the Towns of Norlina, and Macon.

Section 3. The following restrictions and prohibitions are imposed:

A. Emergency Operations Center: I have determined that, in the best interest of public safety and protection, it is necessary to open the County Emergency Operations Center.

B. Execution of Emergency Plan: All civilians and Emergency Management personnel are ordered to comply with the emergency plan.

C. Control Measures: Control Measures could be placed in effect immediately to implement plans for the prevention of, preparation for, response to and recovery from any and all emergency situations that may result from the impacts of the COVID-19 Pandemic. These Control Measures will be coordinated with the federal, state and local agencies for the orderly protection, treatment and rehabilitation of affected persons.

Section 4. I hereby order all Warren County, Department of Health, law enforcement officers and employees and all other emergency management personnel and County departments subject to our control to cooperate in the enforcement and implementation of the provisions of this Declaration, all applicable local ordinances, state and federal laws, and the Warren County Emergency Operations Plan.

Section 5. I hereby order this declaration: (a) to be distributed to the news media and other organizations calculated to bring its contents to the attention of the general public; (b) to be filed with Clerk to the Board of Commissioners of Warren County and (c) to be distributed to others as necessary to ensure proper implementation of this declaration.

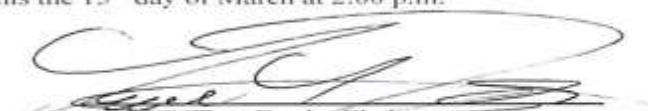
Section 6. This declaration shall take effect on Sunday, 15th day of March at 2:00 p.m. and shall remain in effect until modified or rescinded.

DECLARED this the 15th day of March at 2:00 p.m.



ATTEST:


Anglena Rearney-Dunlap, Clerk


Tare Davis, Chairman
Warren County Board of Commissioners

Consider Temporary Increase of County Manager's Spending

Request for spending authority not to exceed \$50,000 to allow emergency expenditures related to COVID 19 response.

Chairman Davis suspended parliamentary procedure to allow discussion:

County Manager Jones – the request covers supplies and personnel related costs.

Chairman Davis – anything outside that scope will be presented to the Board of Commissioners.

On motion of Commissioner Hunt, which was seconded by Commissioner Baker and duly carried by unanimous vote, a temporary increase of County Manager's spending authority, not to exceed \$50,000, was granted to allow emergency expenditures related to COVID 19 response.

County Manager Jones – you can place a limit on the amount if you prefer.

Commissioner Pierce – Does this include requests from the school system?

County Manager Jones – yes it does, but depends on the level of request.

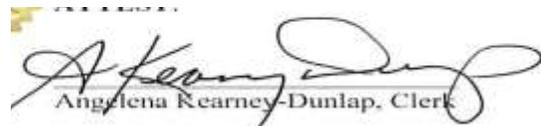
Approve temporary suspension of customer water & sewer disconnection for non-payment:
Warren County will temporarily suspend customer water & sewer service disconnections for non-payment for 60 days. The purpose is to help mitigate the spread of the COVID-19 virus.

On motion of Commissioner Baker, which was seconded by Commissioner Pierce and duly carried by unanimous vote, temporary suspension of customer water & sewer service disconnections for non-payment was approved for a 60-day period. The purpose is to help mitigate the spread of the COVID-19 virus.

Chairman Davis stated this meeting was held to develop a foundation of how we will proceed:

- Establish contact person for the county – Warren County Manager Vincent Jones and
- Establish a public information call-in number.

With no further business to discuss and on motion of Commissioner Hunt which was seconded by Commissioner Baker, the March 15, 2020 Emergency Joint Meeting was adjourned at 3:00 pm.



Angelena Kearney-Dunlap, Clerk