



SUGGESTED AGENDA
Regular Meeting in the
Armory Civic Center
501 US Hwy 158 Business E., Warrenton, NC

6:00 PM
December 4, 2023

Call to Order Regular Meeting – Chairman or Designee
Moment of Silence, Prayer & Pledge

Regular Meeting Agenda

1. ORGANIZATIONAL MEETING

- A. Election of Chairman to the Board of Warren County Commissioners
- B. Election of Vice-Chairman to the Board of Warren County Commissioners
- C. Appointment of County Attorney (Shiekel Richardson presently serving)
- D. Appointment of Clerk to the Board (Paula Pulley presently serving)
- E. Appointment of Deputy Clerk (Monique Hinton presently serving)
- F. Appointment of Finance Officer (Nikki Dickerson presently serving)
- G. Appointment of Tax Collectors: Jane Wilson, Cherrina Neville, Joanna Dickerson, Tax Collection Specialist: Yvonne Sharps, and Delinquent Tax Collector: Karen Towns
- H. Designation of Depositories for Warren County Funds
- I. Authorization to Honor Facsimile Signatures for Warren County Operating Accounts:
 - 1. Warren County Operating Account, Warren County General Fund Payroll Account and Warren County Flexible Spending Account
 - 2. Warren County Department of Social Services Trust Fund Account

2. PRESENTATION

- A. Broadband Update - Eric Dickson, AccessOn

3. ADOPT SUGGESTED AGENDA

Conflict of Interest Disclosure Statement

“Members of the Warren County Board of Commissioners are advised, hereby, of their duty under the State Government Ethics Act to avoid conflicts of interest and the appearance of such conflict; and, further, are instructed to refrain from participating in any matter coming before this Board of County

Commissioners with respect to which there is a conflict of interest or appearance of such conflict".

- In accordance with the State Government Ethics Act, it is the duty of every Board member to avoid both conflicts of interest and appearances of conflict.
- Does any Board member have any known conflict of interest or appearance of conflict with respect to any matter coming before this Board today?
- If so, please identify the conflict and refrain from any undue participation in the particular matter involved.

4. CITIZEN COMMENTS - REGULAR BOARD MEETING

Time set aside to allow individuals to address the Board of Commissioners on issues of concern pertaining to the County.

- A. 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 a response from the County Manager and/or Board is desired, 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.

5. CONSENT AGENDA

- A. Consider Approval of Minutes of the November 6, 2023 Regular Meeting
- B. Tax Collectors Report for October 2023 Presented for Boards Information in Accordance with NCGS 105-350 (John Preston, Tax Administrator)
- C. Tax Release Requests (over & under \$100) in Accordance with NCGS 105-381 "Taxpayers Remedies" as Information Only (John Preston, Tax Administrator)

6. COUNTY MANAGER'S UPDATE – Vincent Jones

- A. Property Acquisition for Community Development
- B. Operational Updates
 - Notice of Employee Holiday Luncheon, December 8, 2023
 - Ambulance Franchise Update
 - Organizational Updates

7. FINANCE OFFICE – Nikki Dickerson

- A. Consider Approval of Community Center Capital Project Ordinance in the Amount of \$600,000
- B. Consider Approval of Capital Project Ordinance for 429 W. Ridgeway Street (Farmers Market Project) in the Amount of \$1,050,000
- C. Consider Approval of Reclassification of Accounting Technician II (Grade 18) to Accounting Specialist (Grade 19)

8. ACTION ITEMS

- A. Consider Approval of Resolution Designating David Wise (Planning/Zoning Director) and Erik Hilliard (GIS Technician) as Planning and Zoning Map Review Officers - David Wise,

Planning/Zoning Director

- B. Consider Approval of Contract for Revaluation Services with Pearson's Appraisal Service in an Amount Not to Exceed \$652,922 - John Preston, Tax Administrator
- C. Consider Approval of Agreement with Rivers and Associates for Engineering Services for Bridge 126 Water Main Relocation (Perrytown Road Bridge) in an Amount Not to Exceed \$92,374 - Eric St. Sing, Public Utilities Director
- D. Consider Approval of Purchase of 2023 Chevrolet Tahoe for the Warren County Sheriff's Office in an Amount Not to Exceed \$71,983.67 From LBJ Chevrolet (Note: Corresponding Budget Amendment Needed) - Sheriff John Branche

9. BOARD/COMMITTEE/COMMISSION APPOINTMENTS AND RE-APPOINTMENTS

- A. Consider Appointment of James Arrington III to a three-year term on the Economic Development Commission (December 2023-December 2026) - Charla Duncan, Community and Economic Development Director
- B. Consider Appointment of Samuel R. Ross, and Re-Appointment of Stephen Pelfrey (Third Term) to the Warren County Fire Commission for a Three-Year Term Beginning December 2023 and Ending November 2026 as Recommended by the Warren County Fire Commission - Chris Tucker, Interim Emergency Services Director

10. BOARD OF COUNTY COMMISSIONERS' UPDATES

11. CLOSED SESSION IN ACCORDANCE WITH NCGS 143-318.11(a)(4) FOR BUSINESS AND INDUSTRY EXPANSION

12. ADJOURN December 4, 2023 BOARD MEETING

Election of Chairman to the Board Of Warren County Commissioners

**County attorney will entertain nominations to fill the Board
Chairman position.**

**SUMMARY: The Board of Commissioners holds it's Annual
Organizational Meeting the first Monday in December, at which time
the Chairman and other officers are elected to serve for the upcoming
year.**

Election of Vice-Chairman to the Board Of Warren County Commissioners

**Newly elected Chairman will entertain nominations to fill the
Board Vice-Chairman position.**

Vice-Chairman acts in the absence of the chair.

SUMMARY:

The Board of Commissioners holds it's Annual Organizational Meeting the first Monday in December, at which time the Vice-Chairman and other officers are elected to serve for the upcoming year.

Appointment / Re-appointment of Warren County Attorney

Shiekel Richardson presently serves in this position.

SUMMARY: Pursuant to N.C.G.S. §153A-114 the County Attorney is appointed to serve at the pleasure of the Board.

Appointment / Re-Appointment of Clerk to the Board of Warren County Commissioners

Paula Pulley presently serves in this position.

SUMMARY:

§ 153A-111. Appointment; powers and duties. The board of commissioners shall appoint or designate a clerk to the board. The board may designate the register of deeds or any other county officer or employee as clerk. The clerk shall perform any duties that may be required by law or the board of commissioners. The clerk shall serve as such at the pleasure of the board

Appointment / Re-Appointment of Deputy Clerk to the Board of Warren County Commissioners

Monique Hinton presently serves in this position.

SUMMARY:

§ 153A-111. Appointment; powers and duties. The board of commissioners shall appoint or designate a clerk to the board. The board may designate the register of deeds or any other county officer or employee as clerk. The clerk shall perform any duties that may be required by law or the board of commissioners. The clerk shall serve as such at the pleasure of the board

Appointment / Re-Appointment of Finance Officer

Nikki Dickerson presently serves in this position.

SUMMARY:

§ 159-24. Appointment; duties

Each local government and public authority shall appoint a finance officer to hold office at the pleasure of the appointing board or official. The finance officer may be entitled "accountant," "treasurer," "finance director," "finance officer," or any other reasonably descriptive title.

The duties of the finance officer may be imposed on the budget officer or any other officer or employee on whom the duties of budget officer may be imposed.

Appointment / Re-Appointment of Deputy Tax Collectors:

Alma Jane Wilson

Cherrina Neville

Joanna Dickerson

Tax Collection Specialist: Yvonne Sharps

Delinquent Tax Collector: Karen Towns

SUMMARY:

§ 105-349. Appointment, term, qualifications, and bond of tax collectors and deputies.

(a) Appointment and Term. - The governing body of each county and municipality shall appoint a tax collector on or before July 1, 1971, to serve for a term to be determined by the appointing body and until his successor has been appointed and qualified. Until the first such appointments are made, county and municipal taxes shall be collected by the tax collectors presently serving under prior provisions of law. The governing body may remove the tax collector from office during his term for good cause after giving him notice in writing and an opportunity to appear and be heard at a public session of the governing body. No hearing shall be required, however, if the tax collector is removed for failing to meet the prerequisites prescribed by G.S. 105-352(b) for delivery of the tax receipts. Unless otherwise provided by G.S. 105-373, whenever any vacancy occurs in this office, the governing body shall appoint a qualified person to serve as tax collector for the period of the unexpired term.

Designation of Depositories for Warren County Funds:

1st Citizens Bank & Trust Company - Warrenton, NC

Truist Bank - Warrenton, NC

NC Capital Management Trust – Charlotte, NC

**Authorization to Honor Facsimile Signatures for
Warren County Operating Account, Warren
County General Funds:**

**Payroll Account & Warren County Flexible Spending
Account**

- 1. County Finance Officer Nikki Dickerson**
- 2. Chairman to the Board of County Commissioners**
- 3. Clerk to the Board of County Commissioners**

**Authorization to Honor Facsimile
Signatures for Warren County Operating
Account, Warren County General Funds:**

Warren Co. Department of Social Services

Trust Fund Account

1. Director, Department of Social Services Renae Alston
 - and/or -
2. Warren County Manager Vincent Jones
 - and/or -
3. Finance Officer Nikki Dickerson

AccessOn Networks HaliWa HighSpeed Internet Project Update

Erik Dixon
Strategic Advisor

December 2023

Agenda

◆ AccessOn HaliWa HighSpeed Internet

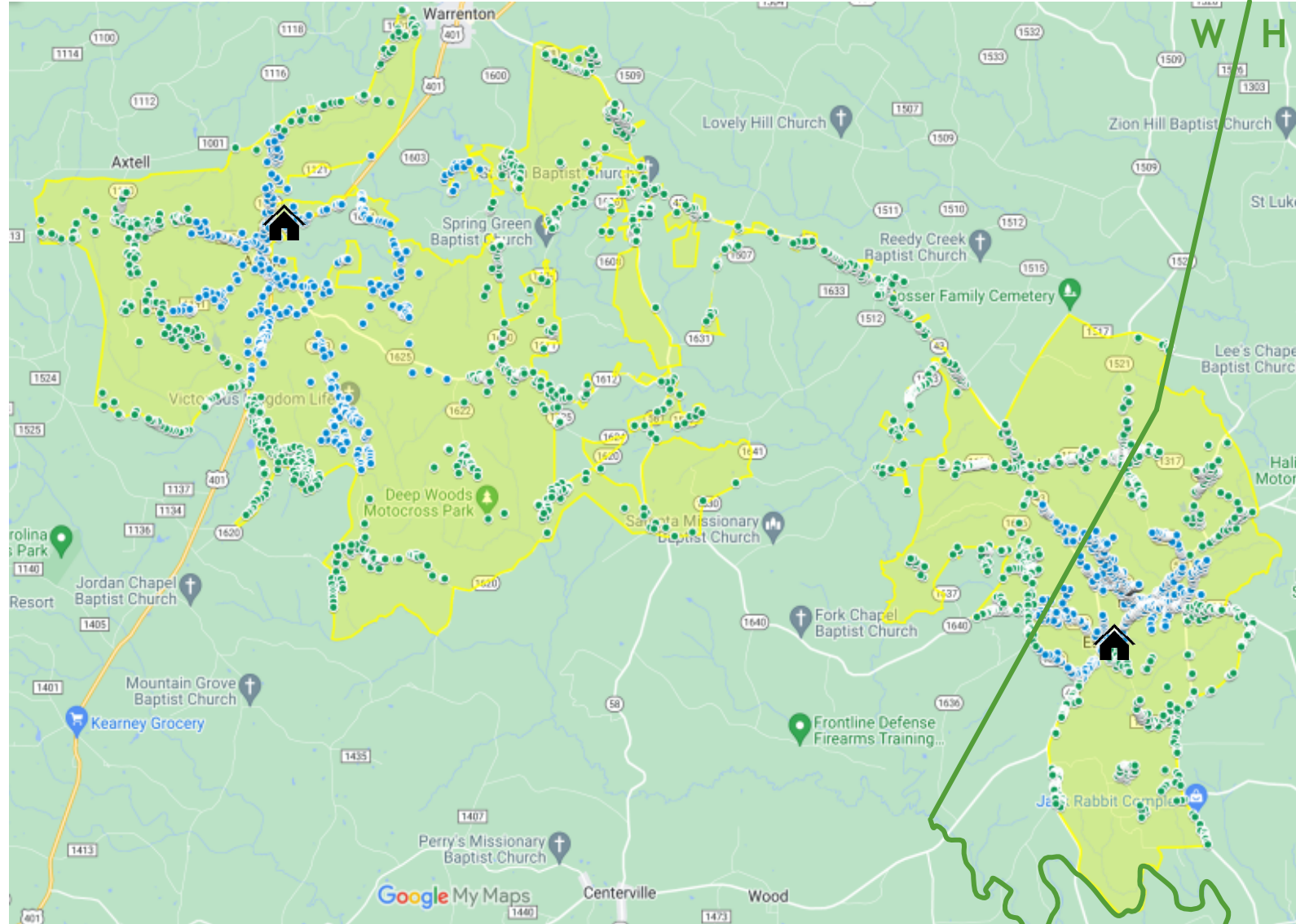
- Grant summary
- Offering
- Timeline Update
- Details on near-term work items

◆ Questions?

AccessOn HaliWa HighSpeed Internet Summary

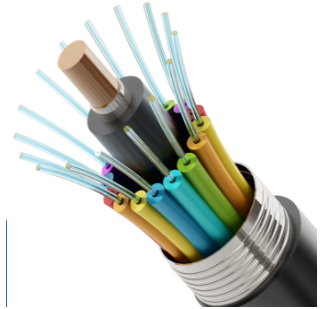
	<u>Warren</u>	<u>Halifax</u>
Business:	42	30
Residence:	1,234	651
Edu/Gov:	11	6

- ◆ “Dots” are to be serviced per Grant commitment
- ◆ Will include main loop and transport at both ends (for dual redundancy)
- ◆ Will assess “Across the Street” situations along the way
- ◆ Specifics of additional area expansion TBD; but do plan to cover more area



Service Offering

- ◆ Buried Fiber-to-the-Building Internet Service
 - All underground other than two equipment hut junction points
 - Secure, consistent, not subject to interference, future proofed
- ◆ 300 Mbps (Up)/300 Mbps (Down) up to 1 Gbps/1 Gbps (& higher)
 - (1 Gbps = 1,000 Mbps)
 - Business and Residential offerings
- ◆ Affordable 100 Mbps/100 Mbps option available
 - Group is made up of non-profit Coops
 - Affordable Connectivity Program (ACP) and Lifeline
- ◆ Adders: Premium WiFi, Premium onsite service, Voice



Execution Timeline

◆ Receive Grant Final USDA Approval	2Q 2023	DONE
◆ Receive USDA/EPA Equipment Hut Property Approval	2Q 2023	DONE in late 3Q
◆ Involved parties agreement on Equip Hut Property	3Q 2023	DONE
◆ Network Engineering; Final Review and Approval	4Q 2023	DONE
◆ Surveys/Equip Hut Property Rights Paperwork Complete	4Q 2023	ON TRACK (See Next Slide)
◆ Equipment Hut onsite layout and fiber route staking	4Q 2023	ON TRACK (See Next Slide)
◆ Break Ground on Fiber Equipment Huts	1Q 2024	ON TRACK
◆ Finalize location/plan for Office (if Build to Suit)	1Q 2024?	TBD (See Next Slide)
◆ Fiber/Equipment Materials Arrive; Begin Burying Fiber	TBD	
◆ First Customers Online	TBD	

◆ Primary Timeline Risks

- Lag time between order and receiving fiber and networking equipment



Near Term Work Items - Details

◆ Equipment Hut Finalization

- Some challenges lining up a Surveyor to finish Easement Exhibit; when done:
 - Zoning Application doc and detailed plat to Planning team
 - Completed Easement draft for final review/signature
- Pushing hard to complete in December
- Perhaps some type of event once equipment hut is installed? (target 1Q24)

◆ Office Space

- Focusing on Warrenton and nearby area
- Multiple contacts provided by Community & Economic Development (**THANKS!!!**)
- Working through potential options with provided contacts now
 - First contact had financing issues getting a building started, so timing likely off

◆ Fiber Staking

- Process is getting underway
- Expect to see trucks/crew in target area

Questions?

THANK YOU!



Board of Commissioners Regular Meeting

November 6, 2023

MINUTES

Vice Chairman Victor Hunt called the meeting to order and led a moment of silence and the Pledge of Allegiance. Vice Chairman Hunt expressed sympathy following the passing of Linette Crews, a dedicated employee of the Warren County Sheriff's Office for 24 years, and the passing of long-time District Attorney David Waters.

1. SPECIAL PRESENTATIONS

- 1. Congressman Don Davis**
- 2. Representative Michael Wray**

Joyah Bullock of Congressman Don Davis's office presented a powerpoint highlighting accomplishments and current projects. It was noted that Congressman Davis is one of the most bipartisan freshman in the House with an 85% bipartisan record on cosponsorship. Some of the projects Congressman Davis is involved in are constituent outreach, Congressional education opportunities for youth, and Federal Grant assistance.

Representative Michael Wray presented a check in the amount of \$3,000,000 to Dr. DeMarrias of Vance Granville Community College for the facility in Soul City that will house the CDL Training and Heavy Equipment Training Program. Representative Wray informed the Board money has been allocated to many local Fire Departments including \$500,000 to Warrenton Rural Volunteer Fire Department, and \$250,000 each to Macon Volunteer Fire Department, Norlina Volunteer Fire Department, and Ridgeway Volunteer Fire Department. The Warren County Sheriff's Office was awarded \$500,000 for radio equipment. Representative Wray presented a check to the Warren County Board of Commissioners in the amount of \$5,000,000 for water and sewer projects.

2. ADOPT SUGGESTED AGENDA

On motion of Commissioner Davis, seconded by Commissioner Pierce, and duly carried by unanimous vote, the addition of Item 4F, Consider Approval of Resolution of Memoriam for David Waters, was approved.

On motion of Commissioner Davis, seconded by Commissioner Pierce, and duly carried by unanimous vote, the Suggest Agenda with the addition of Item 4F was approved.

3. CITIZEN COMMENTS - REGULAR BOARD MEETING

1. Dr. Charmaine McKissick-Melton noted that on two occasions, Soul City has been referenced in the Warren Record as the Manson Community. Dr. McKissick-Melton highlighted the importance of Soul City and asked that credit be given to Floyd McKissick for the work he did to establish Soul City.
2. Former Congresswoman Eva Clayton addressed the Board to remind them of the marketing opportunities that exist in Soul City.
3. Korita Steverson discussed the importance of providing support of local small businesses and entrepreneurs.
4. Reinaldo Espinosa stated that he feels District Voting for Commissioners is crucial for Warren County. Mr. Espinosa questioned why a new Senior Center can't be built now instead of waiting, stating that the Seniors deserve a new space. He also asked why the County has had so many Finance Officers, and why they keep leaving. Mr. Espinosa noted that there are real problems with the Warren County School System that need to be addressed. Lastly, Mr.

- Espinosa stated that the County still only has one grocery store and stated that is a problem.
5. Michael Naughton addressed what he considers illegal dog hunting in Warren County. He stressed that people need to be taught the rules of hunting.

4. CONSENT AGENDA

A. Consider Approval of Minutes of the October 2, 2023 Regular Meeting and October 18, 2023 Work Session

On motion of Commissioner Davis, seconded by Commissioner Pierce, and duly carried by unanimous vote, the minutes of the October 2, 2023 Regular Meeting and October 18, 2023 Work Session were approved.

B. Tax Collectors Report for September 2023 Presented for Board's Information in Accordance with NCGS 105-350 (John Preston, Tax Administrator)

On motion of Commissioner Davis, seconded by Commissioner Pierce, and duly carried by unanimous vote, the Tax Collectors Report for September 2023 was accepted as information in accordance with NCGS 105-350.

C. Tax Release Requests (over & under \$100) in Accordance with NCGS 105-381 "Taxpayer's Remedies" as Information Only (John Preston, Tax Administrator)

On motion of Commissioner Davis, seconded by Commissioner Pierce, and duly carried by unanimous vote, the Tax Release Requests (over & under \$100) were accepted as information in accordance with NCGS 105-381.

D. Consider Approval of Resolution Supporting Operation Green Light

On motion of Commissioner Davis, seconded by Commissioner Pierce, and duly carried by unanimous vote, the Resolution Supporting Operation Green Light was approved.

Supporting Operation Green Light for Veterans

WHEREAS, the residents of WARREN County have great respect, admiration, and the utmost gratitude for all the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of those who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, WARREN County seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veterans Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, Approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

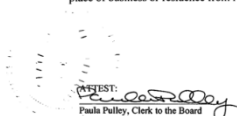
WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, the WARREN County appreciates the sacrifices of our United States military personnel and believes specific recognition should be granted; therefore be it
RESOLVED, with designation as a Green Light for Veterans County, WARREN County hereby declares from October through the entirety of Veterans month, November 2023, a time to salute and honor the service and sacrifices of our men and women in uniform transitioning from active service; therefore, be it further

RESOLVED, that in observance of Operation Green Light, WARREN County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights in a window of their place of business or residence from November 6th through the 12th, 2023.


Paula Pulley, Clerk to the Board


Chairman Bertadeo
Warren County Board of Commissioners

E. Consider Approval of Resolution Declaring November 2023 as Native American Heritage Month

On motion of Commissioner Davis, seconded by Commissioner Pierce, and duly carried by unanimous vote, the Resolution Declaring November 2023 as Native American Heritage Month was approved.



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

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

Vincent Jones
County Manager

Paula Pulley
Clerk to the Board

**Resolution
November 2023
Native American Heritage Month**

Whereas, when Warren County was founded, it was still home to several North American tribes, particularly the Haliwa, Tuscarora, and Saponi; and
Whereas, Native American tribes' Trading Path extended from middle North Carolina into what is now Petersburg, VA, trading furs with Virginians, on the path which passed the present town of Norlina in Warren County; and
Whereas, by the beginning of the 1700's, large numbers of Native American tribes were caused to move away from present-day Warren County; and
Whereas, between 1882 and early 1900's three schools were established in Warren and Halifax Counties to serve Haliwa-Saponi children; and
Whereas, in 1957 the Haliwa School opened in Warren County, serving children in grades 1 – 12. The school is tribally controlled and state recognized under the county school system, but closed in 1970 as a result of school desegregation; and
Whereas, in 1965 the Haliwa received state recognition as an Indian tribe; and
Whereas, in modern day, the Haliwa-Saponi Tribe consists of 4,300 enrolled tribal members and approximately 2,700 (62%) live in a very tight-knit tribal community on the Warren County border; and
NOW THEREFORE BE IT RESOLVED that the Warren County Board of Commissioners recognize:

November 2023 as Native American Heritage Month

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

Adopted this 6th day of November, 2023.

Bertadean Baker, Chairman
Warren County Board of Commissioners

ATTEST:

Paula Pulley, Clerk to the Board

"This institution is an equal opportunity provider and employer."

Phone: (252) 257-3115
Fax: (252) 257-5971
www.warrencountync.com

F. Consider Approval of Resolution of Memoriam for David Waters

On motion of Commissioner Davis, seconded by Commissioner Pierce, and duly carried by unanimous vote, the Resolution in Memoriam for David Waters was approved.



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

State of North Carolina
County of Warren

**Resolution in Memoriam
David Waters**

Whereas, it is fitting and proper for the Warren County Board of Commissioners to honor those who during their lifetimes offered extraordinary service to our community, and

Whereas, David Waters contributed greatly to the community of Warren County through his service as District Attorney, and

Whereas, David Waters was elected District Attorney for Granville, Vance, Warren, Franklin and Person counties in 1979, and

Whereas, David Waters faithfully served the Office of District Attorney until his retirement in 2001, and

Whereas, David Waters was a founding member and past president of the North Carolina Conference of District Attorneys, and

Whereas, the Warren County Board of Commissioners appreciate and commend the contributions of David Waters to our community.

This 6th day of November 2023.

Warren County Board of Commissioners

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

ATTEST:

Paula Pulley
Clerk to the Board

"This institution is an equal opportunity provider and employer."

Phone: (252) 257-3115
Fax: (252) 257-5971
www.warrencountync.com

5. COUNTY MANAGER'S UPDATE – Vincent Jones

A. Operational Updates

1. County Manager Vincent Jones stated that a letter came in from a citizen complaining about the length of time it takes to get a septic permit. Mr. Jones spoke with staff and they are not aware of an instance where it has taken 10 to 12 weeks to get a permit. It was noted that, with the addition of more staff in Environmental Health, the turn-around time on septic permits is now two weeks.
2. County Manager Jones stated that Occupancy Tax for Warren County has passed.

B. Consider Approval of Resolution to Support for myFutureNC Attainment Goal for Warren County

This item is a follow-up to information provided at the June 21, 2023 Board of Commissioners Work Session

On motion of Commissioner Davis, seconded by Commissioner Pierce, and duly carried by unanimous vote, the Resolution to Support myFutureNC Attainment Goal for Warren County was approved.



Resolution to Support the myFutureNC Attainment Goal

WHEREAS, myFutureNC is a statewide non-profit organization focused on educational attainment and is the result of cross-sector collaboration between North Carolina leaders in education, business and government; and

WHEREAS, North Carolina has the goal that that 2 million North Carolinians aged 25 to 44 will have a high-quality credential or postsecondary degree by 2030; and

WHEREAS, Warren County, along with other key partners, will help advance the educational attainment of students in North Carolina; and

WHEREAS, Warren County agrees that North Carolina faces a gap between the projected needs for citizens with high-quality credentials or postsecondary degrees and the attainment of those high-quality credentials or postsecondary degrees.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Warren County Board of Commissioners supports and adopts the local educational attainment goal of 2,475 individuals aged 25 to 44 with a high-quality credential or postsecondary degree by 2030 in Warren County; and

The Warren County Board of Commissioners, along with leaders in business, education, state and local government, and community organizations will continue to foster collaboration to achieve the goal by developing an action plan, defining success with measurable outcomes, executing on the action plan, and sharing successful practices with myFutureNC and peer communities.

C. Consider Approval of Resolution of Support Seeking Additional State Funding for the Kerr Lake Regional Water System Plant Expansion Project

This item will be brought back before the Board at a later time.

6. FINANCE OFFICE – Nikki Dickerson

A. Consider Approval of Budget Amendment #2

Budget Amendment #2 (see attached) to the FY 2024 Budget Ordinance is being presented for approval. This amendment does the following:

General Fund Balance for FY23 carry-over:

1. **Appropriates \$ 40,000 from Radios/Equipment to Upfit Vehicles purchased this FY but budgeted last FY.**
2. **Appropriates \$ 7,098 from General Fund Balance to Animal Control for donations unspent last FY.**
3. **Appropriates \$ 35,000 of General Funds to Board of Elections for roof repair budgeted**

last FY.

4. Appropriates \$ 7,700 of General Funds to cover Camcor purchase for Library budgeted last FY and received this FY.

5. Appropriates \$ 25,000 of General Funds to EDC for Capital Broadcasting Marketing second installment budgeted last FY and paid this FY.

6. Appropriates \$ 50,000 of General Funds to cover WIFI Fiber from Spectrum budgeted last FY for Board of Elections and Parks and Recreation but completed this FY.

Revenue:

7. Appropriates \$ 30,000 in the Animal Control budget for Margaret Petrie Grant funds received.

8. Appropriates \$ 1,500 in the Library budget for NC Community Foundation Grant funds received.

On motion of Commissioner Davis, seconded by Commissioner Pierce, and duly carried by unanimous vote, Budget Amendment #2 to the FY24 Budget was approved.

AMENDMENT TO THE WARREN COUNTY BUDGET ORDINANCE		
2023-2024		
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 Expenditures:	Line Item #.	Amount
Margaret Petrie Grant	104380-568015	\$ 30,000
NC Community Foundation Grant	106110-568015	\$ 1,500
Radio/Equipment -Upfit Vehicles	104310-536200	\$ 40,000
AC Donations	104380-526144	\$ 7,098
Maintenance - BOE Roof	104170-536100	\$ 35,000
Periodicals/Books/Collect Grant - Camcor	106110-525203	\$ 7,700
Marketing - Capital Broadcasting	104920-539104	\$ 25,000
Internet/Email - BOE WIFI Spectrum	104170-532102	\$ 26,715
Internet/Email - Rec. WIFI Spectrum	106120-532102	\$ 23,285
	TOTAL	\$ 196,298
Increase/Decrease Revenues:	Line Item #.	Amount
Margaret Petrie Grant	100460-449102	\$ 30,000
NC Community Foundation Grant	100220-461211	\$ 1,500
General Fund Balance	100000-391000	\$ 164,798
	TOTAL	\$ 196,298

This amendment:

- * This budget amendment recognizes some grant revenue received or awarded, as well as some unspent balances from last year that should have carried over based on timing. The Sheriff Dept. had unspent funds to upfit vehicles last FY. Vehicles were received this FY. Spectrum WIFI agreement and EDC Capital Broadcasting Marketing was part of the ARPA project ordinance.

Respectfully Submitted 11/4/2023

Nikki Dickerson

Nikki Dickerson, Finance Director

7. FOLLOW UP TO OCTOBER 18,2023 WORK SESSION

A. Consider Approval of Amendment to the Board of Commissioners Rules of Procedure to Allow a Commissioner to Attend Meetings Virtually - County Attorney Shiekell Richardson

On motion of Commissioner Davis, seconded by Commissioner Powell, and duly carried by unanimous vote, the Amendment to the Board of Commissioners Rules of Procedure to allow a Commissioner to attend meetings virtually was approved.

B. Consider Approval of Tuition Reimbursement Policy - Sierra Thomas, Human Resources Manager

On motion of Commissioner Davis, seconded by Commissioner Powell, and duly carried by unanimous vote, the Tuition Reimbursement Policy was approved.

C. Consider Approval of Telework Policy Amendments - Sierra Thomas, Human Resources Manager

On motion of Commissioner Davis, seconded by Commissioner Powell, and duly carried by unanimous vote, the Telework Policy amendments were approved.

D. Consider Approval of Resolution Authorizing Warren County Opioid Settlement Spending Plan - Health Director Dr. Margaret Brake and County Manager Vincent Jones

On motion of Commissioner Davis, seconded by Commissioner Powell, and duly carried by unanimous vote, the Resolution Authorizing Warren County Opioid Settlement Spending Plan was approved.

RESOLUTION TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS BY THE WARREN COUNTY BOARD OF COMMISSIONERS

WHEREAS Warren County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids, including settlements with drug distributors Cardinal, McKesson, and AmerisourceBergen, and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals;

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and certain bankruptcy resolutions ("Opioid Settlement Funds") are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation ("MOA");

WHEREAS Warren County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS section E.6 of the MOA states:

E.6. Process for drawing from special revenue funds.

a. Budget item or resolution required. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.

b. Budget item or resolution details. The budget or resolution should (i) indicate that it is an authorization for expenditure of opioid settlement funds; (ii) state the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy, and (iii) state the amount dedicated to each strategy for a stated period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA, Warren County authorizes the expenditure of opioid settlement funds as follows:

1. First strategy authorized;
 - a. Name of strategy: Evidence-based addiction treatment
 - b. Strategy is included in Exhibit A
 - c. Item number in Exhibit A to the MOA: Strategy 2
 - d. Amount authorized for this strategy: \$335,000
 - e. Period of time during which expenditure may take place:
Start date November 6, 2023 through End date June 30, 2025
2. Second strategy authorized;
 - a. Name of strategy: Recovery support services
 - b. Strategy is included in Exhibit A
 - c. Item number in Exhibit A to the MOA: Strategy 3

1

- d. Amount authorized for this strategy: \$35,000
 - e. Period of time during which expenditure may take place:
Start date November 6, 2023 through End date June 30, 2025
3. Third strategy authorized;
 - a. Name of strategy: Early Intervention
 - b. Strategy is included in Exhibit A
 - c. Item number in Exhibit A to the MOA: Strategy 6
 - d. Amount authorized for this strategy: \$35,000
 - e. Period of time during which expenditure may take place:
Start date November 6, 2023 through End date June 30, 2025
 4. Fourth strategy authorized;
 - a. Name of strategy: Criminal justice diversion programs
 - b. Strategy is included in Exhibit A
 - c. Item number in Exhibit A to the MOA: Strategy 10
 - d. Amount authorized for this strategy: \$35,000
 - e. Period of time during which expenditure may take place:
Start date November 6, 2023 through End date June 30, 2025

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is \$140,000.00.

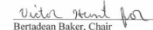
Adopted this 6th day of November, 2023

ATTEST


Paula Pulley
Clerk to the Board of Commissioners

COUNTY SEAL




Bertaskan Baker, Chair
Warren County Board of Commissioners

2

E. Consider Approval of 2024 Meeting and Holiday Schedules - Paula Pulley, Clerk to the Board

1. 2024 Board of Commissioners Meeting Schedule
2. 2024 Holiday Schedule

On motion of Commissioner Davis, seconded by Commissioner Powell, and duly carried by unanimous vote, the 2024 Board of Commissioners Meeting Schedule and 2024 Holiday Schedule were approved.

Tentative
2024 WARREN COUNTY BOARD OF
COMMISSIONERS REGULAR MEETING AND WORK
SESSION SCHEDULE

January 8, 2024	Regular Meeting
January 17, 2024	Budget Prep Work Session (Joint Meeting with School Board)
February 5, 2024	Regular Meeting
February 21, 2024	Strategic Planning Work Session
March 4, 2024	Regular Meeting
April 1, 2024	Regular Meeting
April 17, 2024	Work Session (Joint Meeting with Municipalities)
May 6, 2024	Regular Meeting/Budget Presentation
June 3, 2024	Regular Meeting/Budget Public Hearing
June 19, 2024	Work Session
July 1, 2024	Regular Meeting
August 5, 2024	Regular Meeting
August 21, 2024	Work Session (Joint Meeting with Municipalities)
September 9, 2024	Regular Meeting
October 7, 2024	Regular Meeting
October 16, 2024	Work Session (Joint Meeting With School Board)
November 4, 2024	Regular Meeting
December 2, 2024	Regular Meeting
December 18, 2024	Work Session

2024 Holiday Schedule		
Holiday	Observance Date	Day of Week
New Year's Day	January 1, 2024	Monday
Martin Luther King, Jr. Birthday	January 15, 2024	Monday
Good Friday	March 29, 2024	Friday
Memorial Day	May 27, 2024	Monday
Independence Day	July 4, 2024	Thursday
Labor Day	September 2, 2024	Monday
Veterans Day	November 11, 2024	Monday
Thanksgiving	November 28 & 29, 2024	Thursday & Friday
Christmas	December 24, 25 & 26, 2024	Tuesday, Wednesday & Thursday

8. ACTION ITEMS

A. Consider Approval of Home Care Community Block Grant: County Funding Plan - Bonnie Fitz, Parks and Recreation Director

On motion of Commissioner Davis, seconded by Commissioner Powell, and duly carried by unanimous vote, the Home Care Community Block Grant Funding Plan was approved.

B. Consider Approval of Revisions to Family Medical Leave Act Policy - Sierra Thomas, Human Resources Manager

On motion of Commissioner Davis, seconded by Commissioner Powell, and duly carried by unanimous vote, revisions to Family Medical Leave Act Policy were approved.

C. Consider Approval of Resolution Declaring Surplus Property and Authorizing Disposal by Online Auction - Paula Pulley, Clerk to the Board

On motion of Commissioner Davis, seconded by Commissioner Powell, and duly carried by unanimous vote, the Resolution Declaring Surplus Property and Authorizing Disposal by Online Auction was approved.



9. BOARD/COMMITTEE/COMMISSIONS APPOINTMENTS AND RE-APPOINTMENTS

A. Consider Re-Appointment of April Williams to the Social Services Board of Directors for a Second Three-Year Term Beginning October 1, 2023 and Ending September 30, 2026

On motion of Commissioner Davis, seconded by Commissioner Powell, and duly carried by unanimous vote, the re-appointment of April Williams to the Social Services Board of Directors for a second three-year term beginning October 1, 2023 and ending September 30, 2026 was approved.

10. BOARD OF COUNTY COMMISSIONERS' UPDATES

Commissioner Powell noted that Warren County Middle School will play in a championship game on Thursday, November 9, 2023

Commissioner Pierce stated that the Vance Granville Community College Board of Trustees will meet on November 20, 2023 at the Warren Campus. The Board of Commissioners are invited to attend.

Commissioner Davis stated that the situation with LME/MCOs is an ongoing issue with how behavioral health services will be delivered.

11. CLOSED SESSION IN ACCORDANCE WITH NCGS 143-318(a)(3) FOR ATTORNEY-CLIENT PRIVILEGE, NCGS 143-318.11(a)(4), INDUSTRY AND BUSINESS LOCATION OR EXPANSION, NCGS 143-318.11(a)(5) FOR PROPERTY ACQUISITION, AND NCGS 143-318.11(a)(5) FOR PERSONNEL

On motion of Commissioner Davis, seconded by Commissioner Powell, and duly carried by unanimous vote, the Board entered Closed Session in accordance with NCGS 143-318(a)(3) for Attorney-Client Privilege, NCGS 143-318.11(a)(4) for Industry and Business Location and Expansion, NCGS 143-318.11(a)(5) for Property Acquisition, and NCGS 143-318.11(a)(5) for Personnel.

On motion of Commissioner Pierce, seconded by Commissioner Davis, and duly carried by unanimous vote, the Board returned to Open Session.

On motion of Commissioner Pierce, seconded by Commissioner Powell, and duly carried by unanimous vote, Item 11A, Consider Approval of Hiring David Wise as Planning/Zoning Director at an Annual Salary of \$77,000 Effective November 16, 2023 was approved.

A. Consider Approval of Hiring David Wise as Planning/Zoning Director at an Annual Salary of \$77,000 Effective November 16, 2023

On motion of Commissioner Pierce, seconded by Commissioner Powell, and duly carried by unanimous vote, David Wise was hired as Planning/Zoning Director with an annual salary of \$77,000 effective November 16, 2023.

12. ADJOURN November 6, 2023 BOARD MEETING

With no further business to discuss, the November 6, 2023 Warren County Board of Commissioners

meeting was adjourned.

Paula Pulley, Clerk to the Board

**Tax Collector's Report
to the Warren County Board of Commissioners
For the Month October 2023**

2023-2024

Current Year Collections

Tax Year	Charge	Collected in October	Collected to Date	Balance Outstanding	Percentage Collected
October 2023 FY 24	\$20,352,457	\$1,651,707	\$5,872,567	\$14,479,890	28.85
October 2022 FY 23	\$19,715,346	\$1,211,131	\$5,866,488	\$13,848,857	29.76

Delinquent Collections

2022	\$431,008	\$11,256	\$84,256	\$346,752	19.55
2021	201,032	3,154	20,261	\$180,771	10.08
2020	139,246	1,051	3,941	\$135,305	2.83
2019	152,376	495	2,980	\$149,396	1.96
2018	90,751	207	986	\$89,765	1.09
2017	89,462	61	783	\$88,679	0.88
2016	68,382	86	1,077	\$67,305	1.58
2015	57,188	79	122	\$57,066	0.21
2014	48,269	91	194	\$48,075	0.40
2013	76,712	335	1,322	\$75,390	1.72
Total Delinquent Years	\$1,354,426	\$16,815	\$115,922	\$1,238,504	

Other October Receipts

County Penalties	\$ 4,876	\$ 28,873
Landfill User Fees	\$ 97,925	\$ 399,800
Municipalities	\$ 36,317	\$ 162,570
Fire District Taxes	\$ 90,413	\$ 380,602
Advance Taxes	\$ 2,564	\$ 10,404

OCTOBER GRAND TOTAL	\$3,111,748	\$12,837,226
----------------------------	--------------------	---------------------

John Preston, Tax Administrator

11/15/2023

John Preston, Tax Administrator

Over \$100

12/4/2023

CO MGR INITIALS: VQDate: 11/27/2023**ERROR CORRECTION RELEASES:**

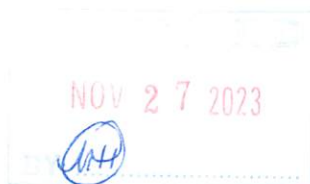
BOONE MARILYN G	2017 14941-200	26173 \$	317.60	DECEASED
BOONE MARILYN G	2016 14941-200	57026 \$	309.98	DECEASED
BOONE MARILYN G	2015 14941-200	53904 \$	298.61	DECEASED
BOONE MARILYN G	2014 14941-200	51171 \$	321.41	DECEASED
BOONE MARILYN G	2013 14941-200	48505 \$	345.19	DECEASED
GARRARD DAVID D & MARY K	2023 28387-300	26930 \$	151.45	SOLD 2 JET SKIS IN 2019
GARRARD DAVID D & MARY K	2022 28387-300	26930 \$	208.63	SOLD 2 JET SKIS IN 2019
GARRARD DAVID D & MARY K	2021 28387-300	26930 \$	275.30	SOLD 2 JET SKIS IN 2019
HARRISON RAYMOND & BETTY	2023 15163-200	26722 \$	175.12	MH DESTROYED IN 2014
HARRISON RAYMOND & BETTY	2022 15163-200	29333 \$	195.77	MH DESTROYED IN 2014
HARRISON RAYMOND & BETTY	2021 15163-200	26464 \$	207.44	MH DESTROYED IN 2014
HARRISON RAYMOND & BETTY	2020 15163-200	26309 \$	223.16	MH DESTROYED IN 2014
HARRISON RAYMOND & BETTY	2019 15163-200	26162 \$	238.29	MH DESTROYED IN 2014
HARRISON RAYMOND & BETTY	2018 15163-200	26211 \$	254.01	MH DESTROYED IN 2014
HARRISON RAYMOND & BETTY	2017 15163-200	26211 \$	268.14	MH DESTROYED IN 2014
HARRISON RAYMOND & BETTY	2016 15163-200	57029 \$	248.71	MH DESTROYED IN 2014
HARRISON RAYMOND & BETTY	2015 15163-200	53908 \$	233.66	MH DESTROYED IN 2014
HAWKS JAMES L	2023 18928-302	26828 \$	286.65	REMOVE 2 TRAILERS/DOUBLE LISTED
SHEARIN BRIAN R & L E WICENSKI	2023 41087-301	8893 \$	160.26	BIS EXEMPT ERROR
WESTER KENNETH	2023 35846-200	27452 \$	172.41	SOLD CAMPER 8 YRS AGO
WESTER KENNETH	2022 35846-200	30123 \$	188.76	SOLD CAMPER 8 YRS AGO
WESTER KENNETH	2021 35846-200	27292 \$	204.24	SOLD CAMPER 8 YRS AGO
WESTER KENNETH	2020 35846-200	27066 \$	219.72	SOLD CAMPER 8 YRS AGO
WESTER KENNETH	2019 35846-200	26632 \$	234.74	SOLD CAMPER 8 YRS AGO
WESTER KENNETH	2018 35846-200	26152 \$	250.19	SOLD CAMPER 8 YRS AGO

TOTAL ERROR CORRECTIONS:**\$ 5,989.44****MOTOR VEHICLE RELEASES:**

PARRY NADINE MAY	2023 KJP5577	V-60861 \$	146.79	VEHICLE WAS REGISTERED IN VA
------------------	--------------	------------	--------	------------------------------

SUB-TOTAL MOTOR VEHICLE RELEASES:**\$ 146.79****SUB-TOTAL CORRECTION RELEASES:****\$ 5,989.44****Total Releases****\$ 6,136.23****LANDFILL USER FEE RELEASES:**

WHITNEY IRENE M	2023 43538-300	14880 \$	150.00	NO LFUF
-----------------	----------------	----------	--------	---------

TOTAL LFUF RELEASES:**\$ 150.00****Total Releases****\$ 6,286.23**

Under \$100

12/4/2023

CO MGR INITIALS: VJ Date: 11/27/2023

ERROR CORRECTION RELEASES:

<u>NAME</u>	<u>Year</u>	<u>ACCT#</u>	<u>MAP #</u>	<u>RECORD #</u>	<u>AMOUNT</u>	<u>REASON</u>
EVERSON TERRY	2023		943	28750	\$ 79.48	MOVED BOAT 07/2022
HAWKS JAMES L	2023	18928-302		26828	\$ 90.34	REMOVED LATE LISTING
KINNIN COREY B	2023	21768-200		26914	\$ 15.60	SOLD BOAT IN 2018
KINNIN COREY B	2022	21768-200		29540	\$ 18.66	SOLD BOAT IN 2018
KINNIN COREY B	2021	21768-200		26684	\$ 22.02	SOLD BOAT IN 2018
KINNIN COREY B	2020	21768-200		26497	\$ 25.63	SOLD BOAT IN 2018
LUBBERS SHARON	2023	02834-200		27118	\$ 40.60	SOLD PP IN 2022
SHEARIN JEFFREY C	2022	12811-200		29236	\$ 3.30	BOAT JUNKED 2013
SHEARIN JEFFREY C	2021	12811-200		26365	\$ 3.54	BOAT JUNKED 2013
SHEARIN JEFFREY C	2020	12811-200		26219	\$ 3.72	BOAT JUNKED 2013
SHEARIN JEFFREY C	2019	12811-200		26242	\$ 3.90	BOAT JUNKED 2013
SHEARIN JEFFREY C	2018	12811-200		32863	\$ 11.58	BOAT JUNKED 2013
SHEARIN JEFFREY C	2018	12811-200		32589	\$ 4.13	BOAT JUNKED 2013
SHEARIN JEFFREY C	2017	12811-200		30614	\$ 17.05	BOAT JUNKED 2013
SHEARIN JEFFREY C	2016	12811-200		57446	\$ 17.29	BOAT JUNKED 2013
SHEARIN JEFFREY C	2015	12811-200		54280	\$ 16.58	BOAT JUNKED 2013
SHEARIN JEFFREY C	2014	12811-200		51490	\$ 16.51	BOAT JUNKED 2013
THORNTON MARION ARTHUR JR	2023	07450-300		20254	\$ 4.12	NO LATE LISTING FEE
WESTER KENNETH	2017	35846-200		26152	\$ 32.70	CAMPER SOLD IN 2012
WESTER KENNETH	2016	35846-200		57021	\$ 35.34	CAMPER SOLD IN 2012
WESTER KENNETH	2015	35846-200		53899	\$ 34.73	CAMPER SOLD IN 2012
WESTER KENNETH	2013	35846-200		48502	\$ 50.23	CAMPER SOLD IN 2012

SUB-TOTAL ERROR CORRECTIONS: \$ 547.05

MOTOR VEHICLE RELEASES:

HAISLIP ROBERT FRANKLIN	2019	CL64370	V-1922071	\$ 94.64	VEHICLE NO LONGER IN WARREN CO
-------------------------	------	---------	-----------	----------	--------------------------------

SUB-TOTAL MOTOR VEHICLE RELEASES: \$ 94.64

SUB-TOTAL CORRECTION RELEASES: \$ 547.05

Total Releases \$ 641.69

NOV 27 2023

MP



To: Warren County Board of Commissioners

Through: Vincent Jones, County Manager

From: Charla Duncan, Community & Economic Development Director

Re: Property acquisition for community development

Warren County has a sale agreement in place for approximately 40 acres of land (map number D5 40) located along US Hwy 158 Business West at the intersection of Hwy 158 and Read Road. With approximately 623 feet in road frontage along US Hwy 158 Business West, this property is currently zoned Agricultural Residential (AR) and located within a commercial mixed-use district in the county's future land use map. It is subject to the zoning jurisdiction of Warren County. The site can be served by public water and sewer.

This site is the location of cemetery. The cemetery will not be disturbed as a result of this acquisition or any future development plans. The cemetery site is <1 acre.

As a part of its examination process, the county has conducted a Phase I environmental assessment and a geotechnical survey. The examination period is up December 11th, and the closing deadline is January 11, 2024.

The sale agreement outlines a sale price of \$241,440.

MEMORANDUM

TO: Warren County Board of Commissioners
FROM: Nikki Dickerson, Finance Director
DATE: December 4, 2023
RE: Recommendation for Approval of Project Ordinance – Community Center

Background

Community Center Project Ordinance (see attached) is being presented for approval. This ordinance does the following:

Section 1. The project authorized is the Community Center.

Section 2. The officers of this unit are hereby directed to proceed with the project within the terms of the above statute and the budget contained within.

Section 3. The following revenues are anticipated to be available to complete the project:

Transfer from General Fund – Fund 86	<u>\$600,000</u>
---	-------------------------

Section 4. The following amounts are appropriated for the project:

Community Center Expenses	<u>\$600,000</u>
----------------------------------	-------------------------

Section 5. The Finance Officer is hereby directed to maintain with the Capital Project Fund sufficient detailed accounting records required by federal and state regulations.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due.

Section 7. Copies of this project ordinance shall be entered into the minutes of the governing board and filed with the Finance Officer.

CAPITAL PROJECT ORDINANCE
WARREN COUNTY
Community Center – Fund 86

BE IT ORDAINED by the Warren County Board of Commissioners that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is hereby adopted:

Section 1. The project authorized is the Community Center.

Section 2. The officers of this unit are hereby directed to proceed with the project within the terms of the above statute and the budget contained within.

Section 3. The following revenues are anticipated to be available to complete the project:

Transfer from General Fund – Fund 86	<u>\$600,000</u>
---	-------------------------

Section 4. The following amounts are appropriated for the project:

Community Center Expenses	<u>\$600,000</u>
----------------------------------	-------------------------

Section 5. The Finance Officer is hereby directed to maintain with the Capital Project Fund sufficient detailed accounting records required by federal and state regulations.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due.

Section 7. Copies of this project ordinance shall be entered into the minutes of the governing board and filed with the Finance Officer.

Adopted this 4th day of December 2023.

Warren County Board of Commissioners

Bertadean Baker, Chairman

ATTEST:

Paula Pulley, Clerk to the Board

MEMORANDUM

TO: Warren County Board of Commissioners

FROM: Nikki Dickerson, Finance Director

DATE: December 4, 2023

RE: Recommendation for Approval of Project Ordinance – Farmers Market

Background

Farmers Market Project Ordinance (see attached) is being presented for approval. This ordinance does the following:

Section 1. The project authorized is the Farmers Market.

Section 2. The officers of this unit are hereby directed to proceed with the project within the terms of the above statute and the budget contained within.

Section 3. The following revenues are anticipated to be available to complete the project:

Transfer from General Fund – Fund 86	<u>\$1,050,000</u>
---	---------------------------

Section 4. The following amounts are appropriated for the project:

Farmers Market Expenses	<u>\$1,050,000</u>
--------------------------------	---------------------------

Section 5. The Finance Officer is hereby directed to maintain with the Capital Project Fund sufficient detailed accounting records required by federal and state regulations.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due.

Section 7. Copies of this project ordinance shall be entered into the minutes of the governing board and filed with the Finance Officer.

CAPITAL PROJECT ORDINANCE WARREN COUNTY

Farmers Market – Fund 86

BE IT ORDAINED by the Warren County Board of Commissioners that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is hereby adopted:

Section 1. The project authorized is the Farmers Market.

Section 2. The officers of this unit are hereby directed to proceed with the project within the terms of the above statute and the budget contained within.

Section 3. The following revenues are anticipated to be available to complete the project:

Transfer from General Fund – Fund 86	<u>\$1,050,000</u>
---	---------------------------

Section 4. The following amounts are appropriated for the project:

Farmers Market Expenses	<u>\$1,050,000</u>
--------------------------------	---------------------------

Section 5. The Finance Officer is hereby directed to maintain with the Capital Project Fund sufficient detailed accounting records required by federal and state regulations.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due.

Section 7. Copies of this project ordinance shall be entered into the minutes of the governing board and filed with the Finance Officer.

Adopted this 4th day of December 2023.

Warren County Board of Commissioners

Bertadean Baker, Chairman

ATTEST:

Paula Pulley, Clerk to the Board

MEMORANDUM

TO: County Manager / County HR Department / Warren County Board of Commissioners

FROM: Nikki Dickerson, Finance Director

DATE: November 7, 2023

RE: Request for Reclassification of Accounting Technician II

Background

The Finance Office has 3 positions that are equal in job duties and responsibilities. Currently the A/P and Payroll positions are classified as Accounting Specialist. The A/R position is classified as Accounting Technician II.

This is a request to reclassify the Accounting Technician II position to an Accounting Specialist to align the department. This would move the position from Grade 18 to Grade 19.

This would allow the Finance Department Director to have the flexibility to move employees within the department based on their strengths and advancement goals.

Please see the attachment for job duties of the Accounting Technician II. These have been revised and added to since the new Finance Director's appointment to distribute responsibilities and categorize functions within each position.

ACCOUNTING TECHNICIAN - A/R
DAILY
ANSWER PHONE
GREET CITIZENS/EMPLOYEES
BANKING/CASH MANAGEMENT
BALANCE CASH SHEET TO MUNIS DAILY
ENTER JOURNAL ENTRIES(PRINT EMAILS/VERIFY FUNDS IN BANK FIRST)
- EMS MEDICAID PART B ENTRIES
- PUBLIC UTILITIES, VERIFY FUNDS
- TAX VOUCHER, VERIFY FUNDS
- HEALTH DEPARTMENT
- MISCELLANEOUS EXPECTED REVENUES
- ACH ALLOCATION/RESEARCH
Key all NCCMT entries
Check for ROD fees draft and do JE
Receipt money from other departments
Obtain W-9s and enter
Void any checks from A/P and pull invoice for reissue
DISTRIBUTE MAIL
FILE INVOICES AND JE'S
Check POs for available balances and accuracy
PURCHASE ORDER ENTRY
MONTHLY
BANKING/CASH MANAGEMENT
BALANCE CASH SHEET TO MUNIS FOR MONTH END
(HAS TO BE DONE BEFORE MONTH CAN BE CLOSED)
BALANCE CASH SHEET TO BANK STATEMENT
ACCOUNTS PAYABLE
- 10TH OF MONTH CHECKS
- FIRE DEPT./TOWNS (FROM BONNIE)
- MV TAX PAYMENTS (FROM DEBBIE)
- FOSTER CARE (FROM DSS)
- SMART START (FROM DSS)
- DAYCARE (FROM DSS)
BALANCE SPREADSHEET TO GENERAL LEDGER
- ARMORY Balance after refunds
- RENTS
- CONTROLLED SUBSTANCE

- DRUG FORFEITURE
JOURNAL ENTRIES/MONTHLY
- TOWN OF WARRENTON WATER BILLING (DRAFTED ON 15TH)
- CAPDA AND AT RISK FROM REBECCA MERRITT-DSS
- USDA RENT 457.50 100400-483400
Submit monthly conveyance tax check request from ROD report
Submit monthly ROD Supplemental Pension check request
Submit ROD fees to NC ROD by 10th of month
Submit monthly childrens trust fund check request from ROD Report
Submit monthly domestic violence check request from ROD report
Key Interest and service charges from bank account
SUPPLIES - INVENTORY AND ORDER AS NEEDED
QUARTERLY
PAYROLL
- ASSIST/CONTINUE TRAINING WITH PAYROLL SPECIALIST
QUARTERLY



WARREN COUNTY BOARD OF COMMISSIONERS

602 WEST RIDGEWAY STREET
POST OFFICE BOX 619
WARRENTON, NORTH CAROLINA 27589

RESOLUTION APPOINTING REVIEW OFFICERS

WHEREAS, G.S. 47-30.2 authorizes the governing body of each county to designate an official(s) experience in mapping or land records management as a Review Officer to review each map and plat required to be submitted for review before said map/plat is presented to the Register of Deeds for recording; and

WHEREAS, said Review Officer shall expeditiously review each map or plat prior to submission to the Register of Deeds for recording to ensure compliance with all statutory requirements for recording; and

WHEREAS, the County of Warren wishes to notify the Land Records Management Division, NC Department of the Secretary of State of its designation as required by G.S. 47-30.2.

NOW, THEREFORE, BE IT RESOLVED that the August 16, 2023 resolution appointing review officers be dissolved; and

BE IT FURTHER RESOLVED that the following are hereby designated as the Review Officers for Warren County: David Wise (Planning/Zoning Director) and Erik Hilliard (GIS Technician).

BE IT FUTHER RESOLVED that the certification of the Review Officer shall be in substantially the following form and must be affixed on each map/plat prior to recording.

STATE OF NORTH CAROLINA
COUNTY OF WARREN

I, _____, Review Officer of Warren County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer

Date: _____

"This institution is an equal opportunity provider and employer."

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

Vincent Jones
County Manager

Paula Pulley
Clerk to the Board

Phone: (252) 257-3115
Fax: (252) 257-5971
www.warrencountync.com



Adopted this 4th day of December, 2023.

Bertadean Baker, Chair

ATTEST: _____
Paula Pulley, Clerk to the Board

John Preston
Tax Administrator



117 S. Main Street
Post Office Box 240
Warrenton, N. C. 27589
Phone: (252) 257-4158
Fax: (252) 257-9369

COUNTY OF WARREN
OFFICE OF THE TAX ADMINISTRATOR

TO: Warren County Board of County Commissioners

From: John Preston, Tax Administrator

Date: 11/28/2023

Subject: Consider approval of contract with Pearson's Appraisal Service, Inc., for the 2025 Warren County Revaluation.

Background:

Per NC General Statute 105-286, at least once every eight years, each county must reappraise all real property for market value, in accordance with the provisions of G.S. 105-283 and G.S. 105-317; as of January 1st, 2025. Our last revaluation was January 1st, 2017.

Fiscal Impact:

Following our RFP, three proposals were received. Utilizing the included scoring metric, the three proposals received a score of 58, 95 and Pearson's Appraisal Service, Inc., receiving a score of 98. Pearson's Appraisal Service, Inc, revaluation contract amount is \$652,922.

Since our last revaluation in 2017, \$50,500 has been budgeted in our revaluation fund to cover the costs of this next revaluation. As of January 1st, 2025, these funds would equal \$404,000. A budget amendment would be needed for the difference.

Recommendation:

Pearson's Appraisal Service, Inc., has performed our last two revaluations and they are very familiar with Warren County. This office has always been satisfied with their work, and we have not had any issue with their service in the past.

I recommend that the Board of County Commissioners approve and award this contract to Pearson's Appraisal Service, Inc., and that the County Manager be given the authority to execute any necessary contracts or agreements, as well as a purchase order to be issued, to cover the expenditures of this 2025 Warren County Revaluation.

Contract for Revaluation Services

**WARREN COUNTY
NORTH CAROLINA**

THIS AGREEMENT made and entered into this ___ day of __, 2023 by and between Warren County, North Carolina (the "County"), party of the first part; and Pearson's Appraisal Service Incorporated, (the "Provider"), party of the second part.

WITNESSETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the Provider, and the Provider agrees to provide the services to the County in accordance with the terms of this Agreement.

I. SERVICES TO BE PROVIDED

The services to be performed by the Provider are to furnish materials and perform all of the work in accordance with the Response to the Request for Proposal for the 2025 Warren County Revaluation.

II. TERM

The services of the Provider shall begin and end at the time stated in the Response to the Request for Proposal for the 2025 Warren County Revaluation.

III. PAYMENT

As compensation for services, the County agrees to pay Pearson's Appraisal Service, Inc., \$27.96 per parcel. The County will be billed for the actual number of parcels appraised. The total will be \$652,922.00 based on 23,352 parcels.

On the first day of each month, the Provider will submit a progress report to show the work completed and an invoice reflecting the monthly cost. Such progress reports are subject to verification prior to approval for payment by the County. On the basis of each progress report, the County will make payments as follows:

On or about the tenth day of each month, the County will pay ninety (90%) of the invoiced amount for work fully and faithfully performed by the Provider and reported on the monthly progress report. Ten percent (10%) of each monthly payment will be retained until completion and acceptance of all contract work. Monthly payments will be subject to correction or adjustment following discovery of miscalculation(s) or error(s) in any monthly progress report or payments.

Should the services to which the invoice refers not be completed in accordance with expectations, County reserves the right to withhold disputed payments until the work has been satisfactorily completed.

One half of the unpaid balance (5%) shall be paid to the Contractor at the conclusion of all appeals to the Board of Equalization and Review.

The remaining one-half of the unpaid balance (5%) shall be paid to the contractor at the conclusion of all appeals to the Property Tax Commission (PTC) or to the Courts or by January 1st, 2026 if the appeals have not been heard by the PTC or Courts.

IV. RELATIONSHIP OF THE PARTIES

The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider's acts or omissions. The Provider shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, or for unemployment or worker's compensation purposes. The Provider agrees that neither federal, nor state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider further agrees that the Provider is fully responsible for the Payment of any and all taxes arising from the payment of moneys under this Agreement. The Provider shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County. The Provider shall supply, at its sole expense, all field equipment required to provide the contracted services unless otherwise agreed in writing. The Provider shall comply with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the services to be performed under this Agreement. The Provider shall insure that all personnel engaged in work under this Agreement shall be fully qualified and shall be authorized under state and local law to perform the services under this Agreement. The Provider's appraisers shall have passed the Appraisal Certification examination given by the North Carolina Department of Revenue, Local Government Division. Provider shall further ensure that all information provided by the County will be treated as confidential and will be maintained in accordance with all federal and state requirements.

The County shall supply, at its sole expense, all office furnishings, computer equipment and accessories, written forms for contract appraisal use, business cards, and identification badges for Provider's staff, which must be worn while providing contract services. The County shall not be liable to the Provider for any expense paid or incurred by the Provider unless otherwise agreed in writing.

V. INSURANCE

The Provider shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by the County.

Worker's Compensation Insurance with limits of Coverage A Statutory- for State of North Carolina and Coverage B- Employer's Liability \$500,000 each accident/disease each employee/disease policy limit.

Commercial General Liability- with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability assumed within the indemnity section of this agreement.

Commercial Automobile Liability- with limits no less than \$1,000,000 per occurrence for bodily injury and property damage for any vehicle used during performance of contract services, including coverage for owned, hired, and non-owned vehicles. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement.

VI. INDEMNIFICATION

Provider agrees to defend, indemnify, and hold harmless the County, for all loss, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Provider, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of the section to require the Provider to indemnify County to the extent permitted under North Carolina law.

VII. NON-ASSIGNMENT

The Provider shall not assign this Agreement, including rights of payment, to any other party without the prior written consent of the County.

VIII. ENTIRE AGREEMENT

The Provider and the County agree that this document and any attachment hereto, constitute the entire agreement between the two parties and may only be modified by a written mutual agreement signed by the parties.

IX. GOVERNING LAW

Both parties agree that the laws of the State of North Carolina shall govern this Agreement.

X. WAIVER

Failure of the County to enforce, at any time, any of the provisions of this Agreement, or to request at any time performance by Provider of any of the provisions hereof, shall in no way be construed to be waiver of such provisions, nor in any way affect. The validity of the Agreement or any part thereof, or the right of the County to enforce each and every provision.

XI. NON-APPROPRIATION CLAUSE

Provider acknowledges that the County is a governmental entity and the contract validity is based upon availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of the County's obligations under this contract then this contract shall automatically expire without penalty to the County thirty (30) days after written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract but only as an emergency fiscal measure during a substantial fiscal crisis. In the event of termination, the County shall pay the Provider for: 1) all unpaid invoices and 2) all work produced. However, in no event shall the County be obligated to pay more than the Agreement value.

XII. E-VERIFY REQUIREMENTS

Pearson's Appraisal Service Incorporated is aware of the E-Verify requirements of the General Statutes of North Carolina and agrees to comply.

XIII. IRAN DIVESTMENT ACT

Pearson's Appraisal Service Incorporated is aware of the Iran Divestment Act requirements and certifies that the Company is not identified on the Final Divestment List of entities, nor do we use subcontractors who might be identified on the Final Divestment List, and our co-owners, Robert and Fred Pearson, are authorized to make this Certification pursuant to NCGS 147-86.55 *et seq.*•

CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
WARREN COUNTY GOVERNMENT

CONTRACTOR: _____

SUBJECT OF

CONTRACT: _____

DATE/TERM OF

CONTRACT: _____

DEPARTMENT: _____

Notwithstanding any provision contained in the above referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:

Pre-Audit. This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Non-appropriation clause. Contractor acknowledges that Warren County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Warren County's obligations under this contract, then this contract shall automatically expire without penalty to Warren County thirty (30) days after written notice to Contractor of the unavailability and non- appropriation of public funds. It is expressly agreed that Warren County shall not activate this non- appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Warren County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Warren County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Warren County upon written notice to Contractor of such limitation or change in Warren County's legal authority.

Dispute Resolution/Jurisdiction/Venue. Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Warren County.

Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

No pledge of taxing authority. The taxing power of the Warren County is not pledged directly or indirectly to secure any monies due under this contract.

No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, Warren County makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Warren County.

Conflict of Interest. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Warren County and the third parties regarding the subject matter of this Contract or Agreement.

Indemnification. To the extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold-harmless Warren County, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, fault, actual liabilities, assertions of liability, expenses, suits, or losses, including all costs connected therewith, which may be asserted, claimed, or recovered against or from Warren County, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the negligence of the Contractor.

Compliance with E-Verify requirements. The Contractor and any of its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

Iran Divestment Act Certification. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor shall not utilize any subcontractor that is identified on the List.

Israel Boycott Contracting Prohibition Certification. Contractor hereby certifies that Contractor, and all subcontractors, are not on the list of companies that are engaged in a boycott of Israel developed by the North Carolina State Treasurer under pursuant to N.C.G.S. 147-86.81(a)(1). Contractor shall not utilize any subcontractor that is identified on such list.

Modifications, Entire Agreement. A modification of this contract or Agreement is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the County unless the County Manager or other duly authorized official signs it for the County. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

Public Record. This Contract or Agreement is subject to disclosure under the public records laws of the State of North Carolina.

Uniform Guidance Procurement Policy Compliance Statement. Contracts funded with federal grant or loan funds have been procured in a manner that conforms with all applicable Federal laws, policies, standards, including those under the Uniform Guidance (2 C.F.R. Part 200)

Miscellaneous Provision. In the event of any inconsistency, conflict, or ambiguity between these miscellaneous terms and conditions and other associated contract documents, the parties agree that the terms and conditions of this document shall prevail.

For the CONTRACTOR: _____
Title: _____

For WARREN COUNTY: _____
Title: County Manager

IN WITNESS WHEREOF, the County and the Provider have set their hands and seals as of the day and year first above written.

COUNTY

PROVIDER

BY: _____

BY: _____

Date: _____

Date: _____

Mailing Address: _____

Federal Tax ID: _____

BY: _____

Warren County Manager or Designee

Date: _____

This instrument has been pre-audited
in the manner required by the Local
Government Budget and Fiscal
Control Act.

Finance Officer



***Warren County Public Utilities
712 Highway 158 Business West
P.O. Box 577
Warrenton, NC 27589
252-257-3645***



TO: Warren County Board of Commissioner's

THROUGH: Vincent Jones, County Manager

FROM: Eric St. Sing Public Utilities Director

DATE: November 27, 2023

SUBJECT: Warren #126 Bridge (Perrytown Road)

Background:

The North Carolina DOT is replacing Perrytown Road bridge. Warren County has entered into a contract with Rivers and Associates to engineer the relocation of the Counties 8 inch water main.

Fiscal Impact

All engineering and construction costs will be refunded in full by North Carolina DOT.

Recommendation

I recommend that the Board approve the contract with Rivers and Associates for the relocation of County water main.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of December 4, 2023 ("Effective Date") between
Warren County ("Owner") and
Rivers & Associates, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Warren County Bridge No. 126 Water Main Relocation ("Project").
Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: Preliminary Design Phase, Final Design Phase, Bidding or Negotiating Phase, Construction Phase and Resident Project Representative Services.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit - Deleted*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application

and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same,

then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the

contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the

other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance,

resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, ~~Construction Cost Limit.~~ **Not Used**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, ~~Special Provisions.~~ **Not Used**
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 Total Agreement

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer’s and Owner’s representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Warren County

By(Signature): _____

Print name: Bertadean Baker

Title: Chairman, Board of Commissioners

Date Signed: _____

Attest: _____

Name: Paula Pulley

Title: Clerk to the Board

(SEAL)

Engineer: Rivers & Associates, Inc.

By(Signature): _____

Print name: Gregory J. Churchill, P.E.

Title: President

Date Signed: 11-7-23

Attest: _____

Name: Dwight Vernelson, P.E.

Title: Vice President/ Corporate Secretary

(SEAL)



Engineer License or Firm's Certificate No. (if required):

F-0334

State of: North Carolina

Address for Owner's receipt of notices:

602 W. Ridgeway Street

P.O. Box 619

Warrenton, NC 27589

Designated Representative (Paragraph 8.03.A):

Vincent Jones

Title: County Manager

Phone Number: (252) 257-3115

E-Mail Address: vincentjones@warrencountync.gov

Address for Engineer's receipt of notices:

107 East Second Street

P.O. Box 929

Greenville, NC 27858 (Street) or 27835 (P.O. Box)

Designated Representative (Paragraph 8.03.A):

Frederick L. Stowe, P.E.

Title: Project Manager

Phone Number: (252) 752-4135

E-Mail Address: fstowe@riversandassociates.com

This instrument has been pre-audited in the
Manner required by the Local Budget and
Fiscal Control Act.

By (Signature): _____

Typed Name: Nikki Dickerson

Finance Officer

Date: _____



Office of the Sheriff
Sheriff JOHN A. BRANCHE
Warren County

P. O. BOX 678 • 132 Ruffers Lane
WARRENTON, NC 27589
Office: (252) 257-3364



To: Warren County Board of Commissioners

From: Sheriff John Branche

Through: Vincent Jones, County Manager

Date: 11/09/2023

SUBJECT: Consider approval of purchase of a Chevrolet Tahoe for the Warren County Sheriff's Office in an amount not to exceed \$71,983.67 from LBJ Chevrolet, Inc.

Background: The purpose of the Chevrolet Tahoe is to replace the Sheriff's current vehicle which has high mileage and costing more on maintenance repairs.

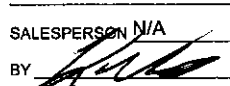
Fiscal Impact: Funds are budgeted for the purchase of the Chevrolet Tahoe at the cost of \$71,983.67

Recommendation: I recommend that the Board of Commissioners approve the purchase of the Chevrolet Tahoe for Warren County Sheriff's Office in an amount not to exceed \$71,983.67.

LBJ Chevrolet, Inc.

252-677-9519 / 815 E. Washington St., Nashville, NC 27856

PURCHASER'S NAME	WARREN COUNTY	DATE	11/07/2023
PURCHASER'S ADDRESS	N/A	RESIDENCE PHONE	N/A
CITY, STATE & ZIP		BUSINESS PHONE	N/A

VEHICLE BEING PURCHASED				DEALER INSTALLED EQUIPMENT	
PLEASE ENTER MY ORDER	☒ NEW	☐ CAR	STOCK NO.	BASE PRICE OF VEHICLE	\$ 69,090.00
FOR THE FOLLOWING	☐ USED	☒ TRUCK	508551L	ACCESSORIES	N/A
	☐ DEMO				N/A
YEAR 2023	MAKE CHEVROLET				N/A
MODEL/SERIES TAHOE	BODY TYPE 4WD 4DR Z71				N/A
COLOR MIDNIGHT BLUE METALLIC	TRIM GIDEON/VERY DARK ATMOSPHE				N/A
MVI OR SERIAL NO. 1GNSKPKDXPR508551					N/A
DO BE DELIVERED					N/A
ON OR ABOUT 11/07/2023	SALESPERSON N/A				N/A
USED VEHICLE TRADE-IN AND/OR OTHER CREDITS					N/A
YEAR N/A	MAKE N/A		STOCK NO.		N/A
MODEL OR SERIES N/A	BODY TYPE N/A		N/A		N/A
COLOR N/A	TRIM N/A				N/A
MVI OR SERIAL NO. N/A					N/A
BALANCE OWED TO N/A					
ADDRESS					
USED TRADE-IN ALLOWANCE			\$ N/A		
BALANCE OWED ON TRADE-IN			N/A		
NET ALLOWANCE ON USED TRADE-IN			\$ N/A		
DEPOSIT OR CREDIT BALANCE			N/A		
CASH WITH ORDER			N/A		
TOTAL CREDIT (TRANSFER TO RIGHT COLUMN)			\$ N/A	CASH PRICE OF VEHICLE & ACCESSORIES	\$ 69,090.00
WARRANTY INFORMATION NEW OR DEMONSTRATOR: If the vehicle is a new or demonstrator vehicle, the only written warranty provided with respect to the vehicle and factory installed accessories is the most recent applicable printed warranty which is made solely by the manufacturer of the vehicle. Dealer installed accessories are not included in the manufacturers warranty on the vehicle and may or may not be included in separate written warranties which are made solely by manufacturers of the accessories. USED: If the vehicle is a used vehicle, the vehicle is sold by Dealer AS IS - WITH ALL FAULTS. ALL VEHICLES: WHETHER THE VEHICLE IS NEW, A DEMONSTRATOR OR USED: LBJ CHEVROLET, INC. ALL WARRANTIES, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND EXPRESSLY DISCLAIMS ANY LIABILITY TO PURCHASER FOR ANY CONSEQUENTIAL DAMAGES, LOSS OF TIME OR INCONVENIENCE ARISING OUT OF THE PURCHASE OR OPERATION OF THE VEHICLE. CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provision in the contract of sale"			ADDITIONAL SERVICE & PERPARATION \$ N/A STATE SALES TAX \$ 2,092.17 N/A \$ N/A Administration Fees \$ 649.00 License, License Transfer, Title, Registration Fee \$ 152.50 TOTAL PRICE OF UNIT \$ 71,983.67 TOTAL CREDIT (TRANSFERR FROM LEFT COLUMN) \$ N/A UNPAID CASH BALANCE DUE ON DELIVERY \$ 71,983.67		
PURCHASER'S SIGNATURE X			MEMO INFORMATION CONTRACT BALANCE TO BE PAID IN 1 MONTH MONTHLY INSTALLMENTS Of \$ 71983.67 INTEREST RATE OF N/A a. EXTENDED SERVICE CONTRACT \$ N/A b. ADDITIONAL COVERAGE \$ N/A c. COMPREHENSIVE COVERAGE \$ N/A d. \$ N/A DEDUCTIBLE COLLISION \$ N/A e. CREDITOR LIFE AND A & H INSURANCE \$ N/A N/A N/A (INSURER & POLICY #) SALESPERSON N/A (Approved & Accepted) BY  (LBJ Representative)		
THE FRONT AND BACK OF THIS ORDER COMPRISE THE ENTIRE AGREEMENT AFFECTING THIS PURCHASE AND NO OTHER AGREEMENT OR UNDERSTANDING OF ANY NATURE CONCERNING SAME HAS BEEN MADE OR ENTERED INTO OR WILL BE RECOGNIZED. I HEREBY CERTIFY THAT NO CREDIT HAS BEEN EXTENDED TO ME FOR THE PURCHASE OF THIS CAR EXCEPT AS APPEARS IN WRITING ON THE FACE OF THIS AGREEMENT. I HAVE READ THE MATTER PRINTED ON THE BACK HEREOF AND AGREE TO IT AS A PART OF THIS ORDER THE SAME AS IF IT WERE PRINTED ABOVE MY SIGNATURE. I CERTIFY THAT I AM 21 YEARS OF AGE OR OLDER.					

RETAIL ORDER FOR A MOTOR VEHICLE



Date: 11/9/2023
Salesperson: Franklin Taylor
Manager: Robert Dolan

Customer

Company: Warren County Sherrifs Office (Ben Jackson) Phone: _____
Address: Hollister NC 27844 Work: _____
Email: benjackson@warrencountync.gov Cell: (252) 257-3364

Vehicle	Trade In
Stock: CZDW7D New/Used: New	Payoff: \$0.00
VIN: 1GNSKPKD6PR556502	VIN: _____
Vehicle: 2023 CHEVROLET TAHOE	Vehicle: _____
Type: 4D WAGON Z71 4WD (2Z7) (CK10706)	Type: _____
Mileage: 0 Color: _____	Mileage: _____ Color: _____

Retail Payment		Estimated		
Cash Down		\$0.00	\$1,000.00	\$2,000.00
60 Months	\$1,535.40	\$1,514.81	\$1,494.23	
Rate	8.490%	8.490%	8.490%	
Rebate	\$0.00	\$0.00	\$0.00	
72 Months	\$1,387.23	\$1,368.63	\$1,350.03	
Rate	9.990%	9.990%	9.990%	
Rebate	\$0.00	\$0.00	\$0.00	
75 Months	\$1,350.57	\$1,332.47	\$1,314.36	
Rate	10.090%	10.090%	10.090%	
Rebate	\$0.00	\$0.00	\$0.00	
84 Months	\$1,262.76	\$1,245.83	\$1,228.90	
Rate	10.490%	10.490%	10.490%	
Rebate	\$0.00	\$0.00	\$0.00	
* Estimated A.P.R Subject to equity and credit requirements.				

Market Value: \$70,590.00
Selling Price: \$70,590.00
Add-On(s): \$1,593.97
Total Purchase: \$72,183.97
Trade Allowance: (\$0.00)
Trade Difference: \$72,183.97
Admin Fee: \$99.00
Tax: \$2,168.49
License Fee: \$139.25
Total Price: \$74,590.71
Trade Payoff: \$0.00
Deposit: (\$0.00)
Balance: \$74,590.71

Cash Option
\$74,590.71

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic verbal and written communications including but not limited to email, text messaging, SMS, phone calls and direct mail. Terms and conditions subject to credit approval. For information only. This is not an offer or contract for sale.



To: Warren County Board of Commissioners

Through: Vincent Jones, County Manager

From: Charla Duncan, Community & Economic Development Director

Re: Recommendation for appointment to the EDC Board

Background

At the November 2023 meeting of the Warren County Economic Development Commission, board members voted unanimously that James Arrington III fill the currently vacant board seat after review of all current statements of interest. This term will be Mr. Arrington's first term with the EDC, and will run December 2023-November 2026.

Recommendation

The EDC board is recommending that the Warren County Board of Commissioners appoint James Arrington III to fill the currently vacant seat. This term will run December 2023-November 2026.



WARREN COUNTY FIRE COMMISSION
PO BOX 890
WARRENTON, NC 27589
(252) 257 – 1191 Office
(252) 257 –4974 Fax



Tare Davis
Fire Commissioner

Chris Tucker
Emergency Services

To: Warren County Board of Commissioners
From: Chris Tucker /Interim Emergency Services Director
Re: Recommendation to appoint/reappoint individuals to Fire Commission Board
Date: November 15, 2023

RECOMMENDATION:

The Warren County Fire Commission would like to recommend the following individual's appointment (Samuel Ross) and re-appointment (Stephen Pelfrey) onto the Fire Commission Board for a three (3) years term.

Samuel R. Ross (Robby)
733 Oakville Road
Macon, NC 27551

Stephen Pelfrey
370 Robinson Ferry Road
Macon, NC 27551