

## BOARD OF COMMISSIONERS

August 02, 2021 7:00 PM This agenda is only a tentative schedule of matters the Commissioners may address at their meeting and all items found on it may be deleted, amended or deferred. The Commissioners may also, in their absolute discretion, consider matters not shown on this agenda.

Special accommodations for the disabled who attend public meetings can be made by contacting the Clerk to the Board 24 hours in advance at 252-338-6363, Ext. 100.

### Please turn Cell Phone ringers off during the meeting.

### Agenda

Camden County Board of Commissioners
BOC - Regular Meeting
August 02, 2021
7:00 PM
Historic Courtroom, Courthouse Complex

#### Welcome & Call to Order

### **Invocation & Pledge of Allegiance**

Rev. Boyce Porter - Geneva Baptist Church

- **ITEM 1. Consideration of Agenda** (For discussion and possible action)
- ITEM 2. Conflict of Interest Disclosure Statement
- ITEM 3. Public Comments

It is requested that comments be limited to (2-3) minutes. The length and number of comments may be limited upon the Chairman's discretion due to scheduling and other issues.

- **ITEM 4. Presentations** (For discussion and possible action)
  - A. Eastern Shore Communications Broadband Update Ronald Van Geijn

#### Recess to South Camden Water & Sewer District Board of Directors

### **Reconvene Board of Commissioners**

- ITEM 5. Public Hearings
  - A. Keeter Barn LLC Rezoning Request Amber Curling
- **ITEM 6. Old Business** (For discussion and possible action)
  - A. Appeal of Demolition Orders Keith Truman

### **ITEM 7.** New Business (For discussion and possible action)

- A. Tax Report Lisa Anderson
- B. Resolution 2021-08-01 Accepting American Rescue Plan Act Funds Ken Bowman
- C. Resolution Approving Financing Terms for South Mills Fire Station Stephanie Jackson
- D. Opioid Settlement MOA John Morrison

### **ITEM 8. Board Appointments** (For discussion and possible action)

A. Library Board

### ITEM 9. Consent Agenda

- A. BOC Meeting Minutes July 6, 2021
- B. Budget Amendments
- C. Tax Collection Report
- D. DMV Monthly Report
- E. Vehicle Refunds Over \$100.00
- F. Pickups, Releases & Refunds
- G. Annual Albemarle Commission Senior Nutrition Contract

### ITEM 10. County Manager's Report

### ITEM 11. <u>Commissioners' Reports</u>

### ITEM 12. <u>Information, Reports & Minutes from Other Agencies</u>

- A. Register of Deeds Report
- B. Library Report

### **ITEM 13.** Other Matters (For discussion and possible action)

### ITEM 14. Adjourn



Boundless Opportunities.

# Board of Commissioners AGENDA ITEM SUMMARY SHEET

### **Presentations**

Item Number: 4.A

Meeting Date: August 02, 2021

Submitted By: Ken Bowman,

Administration

Prepared by: Karen Davis

Item Title Eastern Shore Communications Broadband Update

**Attachments:** 

Summary:

Ronald van Geijn with Eastern Shore Communications will give a Broadband update.



Boundless Opportunities.

# Board of Commissioners AGENDA ITEM SUMMARY SHEET

### Public Hearings

Item Number: 5.A

Meeting Date: August 02, 2021

Submitted By: Morgan Potts,

Planning & Zoning

Prepared by: Karen Davis

Item Title Keeter Barn LLC Rezoning Request

Attachments: 20210802\_AgendaSummary\_KeeterBarnLLCRezoningPublicHearing

(DOCX)

KeeterBarnLandingLLCRezoningPHStaffReport (DOCX)

Ordinance2021\_08\_01\_KeeterBarnLandingLLC (DOCX)

Application (PDF) SitePlan\_Bk8\_Pg159 (PDF) ZoningComparisonVR\_SR (PDF)

NeighborhoodMeetingSummary (PDF)

AuthorizeConsentLetter (PDF) DEED (PDF)

Agenda summary, supporting documentation and Planning Board recommendation attached.

### **Camden County Board of Commissioners AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** August 2, 2021

**Attachments:** Keeter Barn LLC Staff Findings

**Submitted By:** Planning Department

**Item Title:** Request for Zoning Map Amendment from Keeter Barn LLC,

Ordinance Number 2021-08-01, UDO Number 2021-05-033

### **Summary:**

Keeter Barn LLC has requested a map amendment for approximately 42 acres from Village Residential (VR) to Suburban Residential (SR). The property is located in South Mills on the south east corner of Keeter Barn Road and US Hwy 17.

The neighborhood meeting was held on May 5, 2021. On June 23, 2021, the Planning Board recommended approval of the rezoning request with a 4-0 vote.

The proposed zoning change is consistent with the CAMA Future Land Use Map. The CAMA Future Land Use Maps has the property identified as Low Density Residential on 1 acre or greater.

The proposed zoning change is consistent with the County's Comprehensive Future Land Use Map which shows the Parcel as Rural Residential.

#### **Recommendations:**

#### **Motion to approve Consistency Statement:**

The requested zoning change is consistent with Comprehensive Future Land Use Maps and the CAMA Future Land Use Plan which show Rural Residential of Low Density Residential on 1 acre of more.

### **Motion to approve**:

Motion to approve the Ordinance 2021-07-01/Rezoning Application (UDO 2021-05-33) for the parcel of property, approximately 41.75 from Village Residential (VR) to Suburban Residential (SR).

#### **Reasonableness Statement for approval:**

The requested rezoning is consistent with 2035 Comprehensive Future Land Use Plan and the 2005 CAMA Land Use Plan.

### **STAFF REPORT**

### UDO 2021-05-033 Zoning Map Amendment For Keeter Barn Landing LLC.

### PROJECT INFORMATION

**File Reference:** 2021-05-033

**Project Name:** Keeter Barn Landing LLC.

Rezoning

**PIN:** 01-7080-00-30-7405-0000

**Applicant**: Keeter Barn Landing, LLC.

**Address:** 1545 North Road Street

Elizabeth city, NC 27909

**Phone**: 252-207-5027

**Email**: sales@sicarioproperties.com

**Agent for Applicant**: Same as Owner

Address:

Phone: Fax: Email:

**Current Owner of Record:** 

Keeter Barn Landing LLC

**Meeting Dates**:

May 5, 2021 **Neighborhood Meeting** June 23, 2021 **Planning Board Meeting** 

**Application Received**: 5/25/2021 **By:** Amber Curling, Planning

Application Fee paid: \$970.00 Ck#: 10006

**Completeness of Application:** Application is

generally complete

Documents received upon filing of application or otherwise included: (All Documents in Pkg)

- **A.** Rezoning Application
- **B.** Consent Letter
- C. Site Plan
- **D.** Deed
- E. GIS Aerial, Current zoning, Comprehensive Plan Future Land Use and CAMA Land Use Plan Suitability Maps
- F. Neighborhood Meeting Comments
- G. Zoning Comparison VR & SR

**REQUEST:** Keeter Barn Landing, LLC is requesting a Zoning Map Amendment from Village Residential Zoning District to Suburban Residential Zoning District.

**Proposed Use(s)** – The proposed use is to develop into a subdivision. However, any use permitted for Suburban Residential in the UDO and Article 151.4.3.10 Principle Use Table will be allowed.

**Description/History of property:** The property is located in South Mills on the south east corner of Keeter Barn Road and US Hwy 17. The parcel ID number for the approximately 41.75 acres is 01-7080-00-30-7405-0000. The property is being used as farmland in the South Mills Township. The property was previously rezoned from Highway Commercial to Village Residential with UDO 2019-03-04 and Ordinance 2019-03-01. This application is to request rezoning of the property from the Village Residential Zoning District to Suburban Residential Zoning District.

### **Zoning Map Amendment from the Village Residential Zoning District:**

Village Residential (VR) Purpose Statement (Article 151.3.5.6)

The Village Residential (VR) district is established to accommodate a wide range of residential and institutional use types at modest densities on lots within and adjacent to designated village centers. The district allows duplexes, live/work units, single-family attached, and single-family detached dwellings, but does not allow mobile homes, manufactured homes, or conservation subdivisions. As a means of creating compact, functional neighborhoods, the district also allows a wide variety of institutional uses, including community centers, day care, schools, assisted living, religious institutions, parks, and utilities. Lots served by public sewer may have reduced minimum lot sizes and building height is measured from the base flood elevation. District regulations are intended to support the County's investment in infrastructure by encouraging the development of compact, vibrant neighborhoods with a variety of house sizes and types that are located in close proximity to complementary institutional uses. Low density development comprised of uniform building types or styles is discouraged.

### **Zoning Map Amendment to Suburban Residential Zoning District:**

Suburban Residential (SR) Purpose Statement (Article 151.3.5.5)

The Suburban Residential (SR) district is the County's primary district for suburban residential neighborhoods located along primary roadways, shoreline areas, and in locations bordering rural areas. The district has a one-acre minimum lot area requirement, which is the basic threshold size for lots with on-site wastewater systems. Use of the conservation subdivision configuration is optional for residential subdivisions. While the district allows single-family detached homes, mobile homes on individual lots are prohibited. Nonconforming mobile homes may remain but may not be expanded or replaced with another mobile home. The district accommodates equestrian uses, utilities, as well as various neighborhood-supporting institutional uses such as parks, schools, and public safety facilities. District regulations discourage uses that interfere with the development of residential neighborhoods or that are detrimental to the suburban nature of the district.

### **SITE DATA**

**Size of Lot**: Approximately 41.75 acres

Flood Zone: X

**Zoning District(s):** Village Residential

**Existing Land Uses:** Farmland

### **Adjacent Zoning & Uses:**

	North	South	East	West
Zoning	Rural Residential	Highway	Highway Commercial	NA
		Commercial (HC)	(HC)	
Use	Residential Lots	Residential Lots,	South Mills Fire	US 17
		Woods, Farmland	Station	Highway

#### INFRASTRUCTURE & COMMUNITY FACILITIES

Water: Water lines are located adjacent to property **Sewer:** Sewer lines are located adjacent to property

Fire District: South Mills Fire District.

**Schools:** Proposed zoning will have an impact on Schools.

Traffic: Proposed zoning will have impact on Traffic. A Traffic Impact Analysis

### A Development Impact Analysis is required at preliminary plat development stage which includes:

- Physical Analysis
- Housing market Analysis
- Water & Sewer Impact Analysis
- Fiscal Analysis
- Traffic Analysis

### **Comprehensive Transportation Plan**

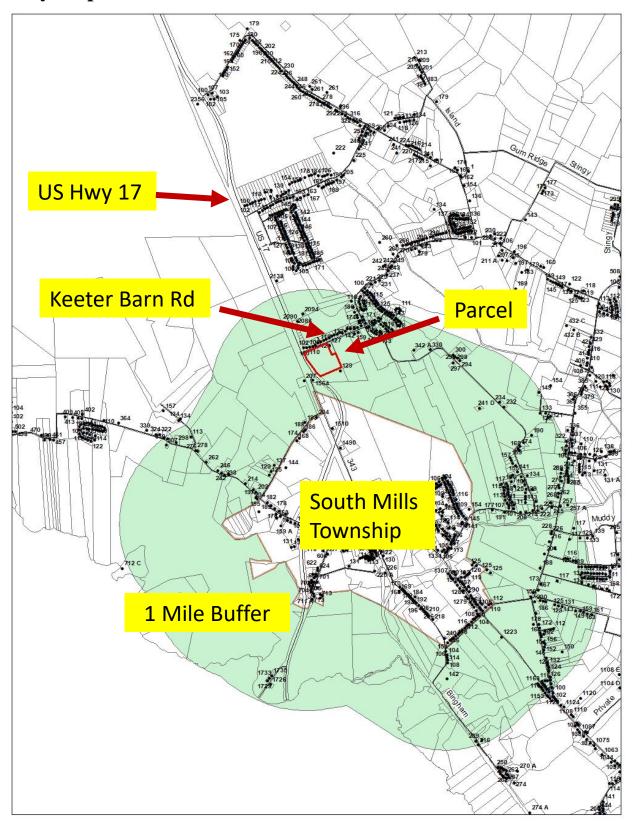
Consistent  $\square$  Inconsistent  $\square$ 

Property abuts Keeter Barn Road and US Hwy 17

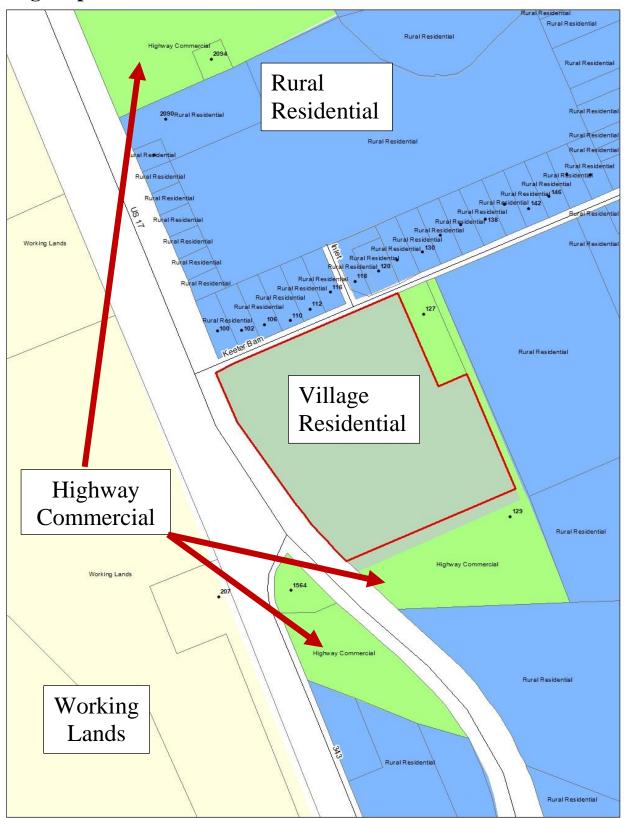
### Other Plans officially adopted by the Board of Commissioners

NA

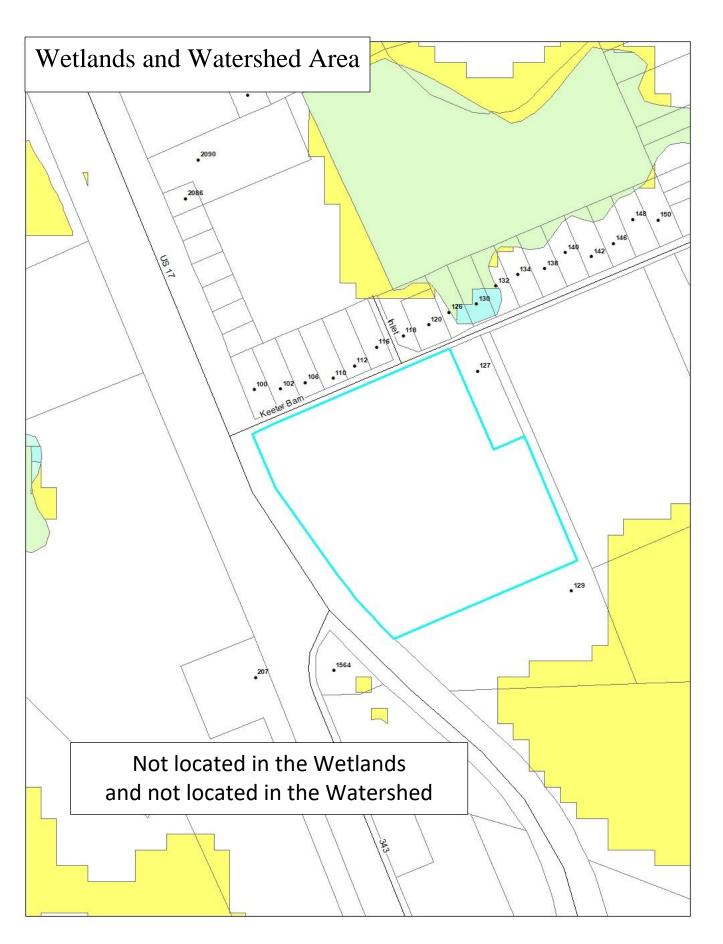
### **Vicinity Map:**

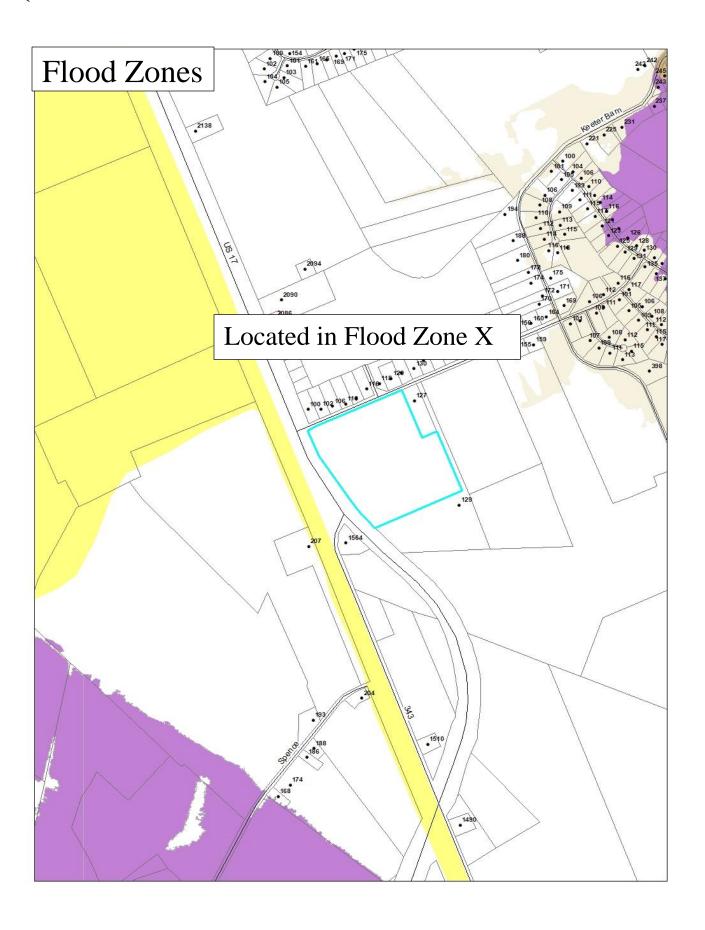


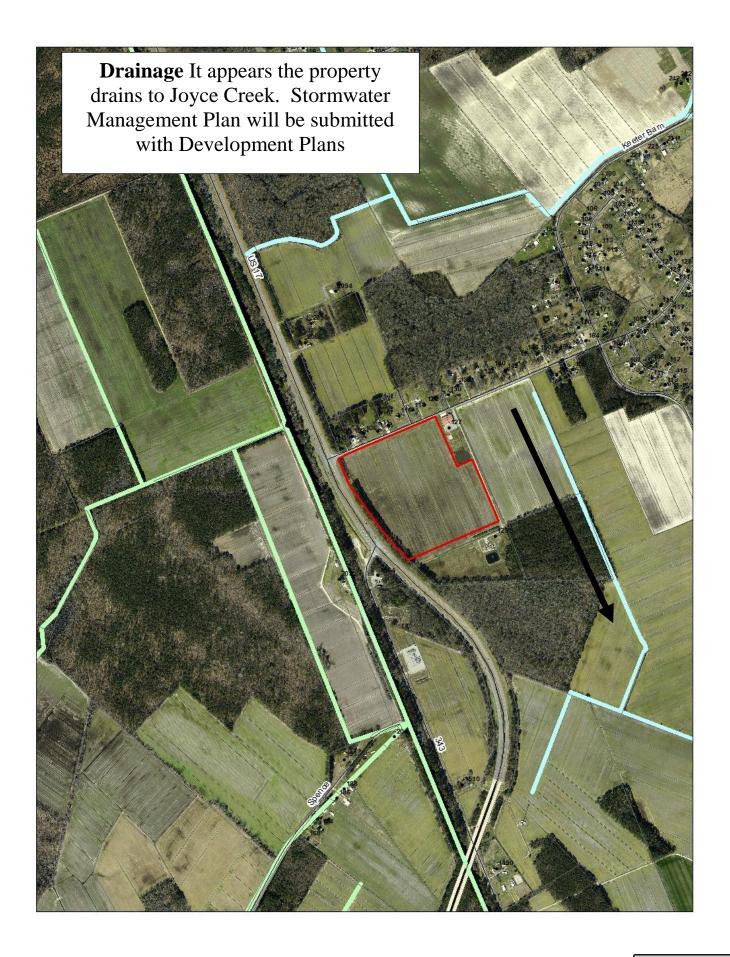
### **Zoning Map:**

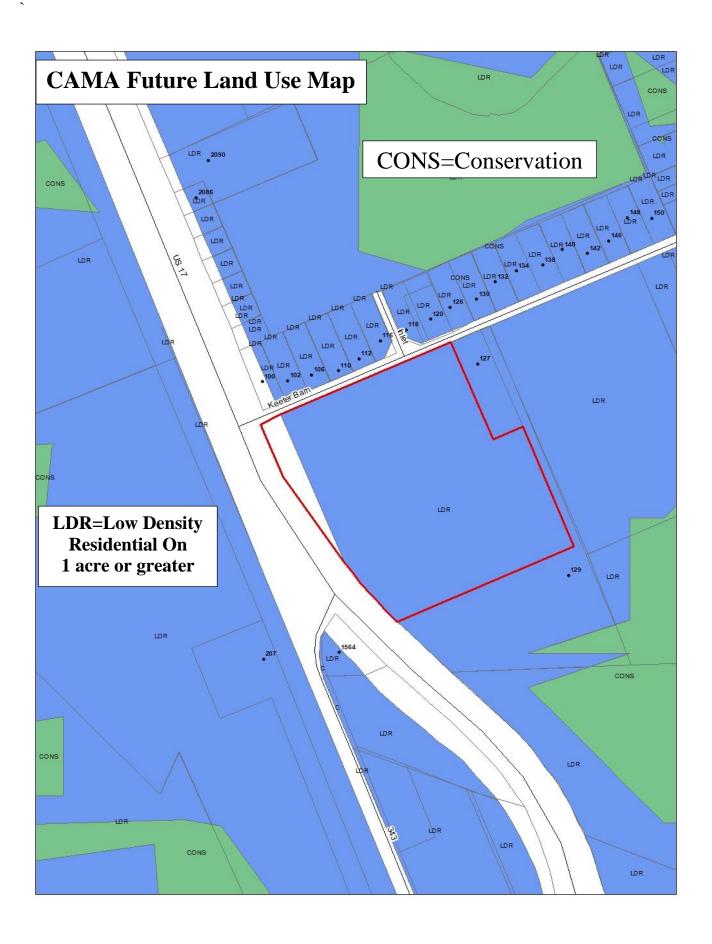














South Mills Water and Camden County Sewer borders the property



### **Aerial Map**



### Goal when Reviewing of Zoning Regulations in accordance with the Camden County Land Use Plans is to make sure the project is designed to:

- to lessen congestion in the streets;
- to secure safety from fire, panic, and other dangers;
- to promote health and the general welfare;
- to provide adequate light and air;
- to prevent the overcrowding of land;
- to avoid undue concentration of population; and
- to facilitate the adequate provision of transportation, water, sewage, schools, parks and other public requirements

### SPECIFIC CAMA LAND USE QUESTIONS PLANNING BOARD CONSIDER:

### 1. Does Camden County need more land in the zoning class requested?

In Camden County 0.63% is zoned Village Residential and 1.79% is zoned Suburban Residential. In the South Mills Township 0.35% is zoned Village Residential and 2.05% is zoned Suburban Residential.

### **2.** <u>Is there other land in the county that would be more appropriate for the proposed uses?</u> Suburban Residential would work well in many areas.

### 3. <u>Is the entire range of permitted uses in the requested classification more appropriate than the range of uses in the existing classification?</u>

CAMA Future Land Use Map identifies the property as Low Density Residential

### 4. <u>Will the request have serious impact on traffic circulation, parking space, sewer and water services, other utilities?</u>

The proposed rezoning uses will not impact any public facilities more than current the zoning. The Preliminary Plat Application will require a Development Impact Statement. The Development Impact Statement is determined by the Physical Analysis, Housing Market Analysis Water Analysis, Sewer Analysis, Fiscal Analysis and Traffic Analysis.

### 5. Will the request have an impact on other county services, including police protection, fire protection or the school system?

The proposed rezoning uses will not impact any services more than current the zoning. The proposed zoning uses will have an impact on all public services. The specific service and to what extent the impact will be projected during the development approval process of the property, using recommendations from the Technical Review Committee.

### 6. <u>Is there a good possibility that the request, as proposed, will result in lessening the enjoyment or use of adjacent properties?</u>

All permitted uses in the requested zoning classification should not lessen the enjoyment or use of any adjacent properties.

### 7. Will the request, as proposed cause serious noise, odors, light, activity, or unusual disturbances?

All uses permitted in the requested zoning classification should not cause any serious noise, odors, light activity, or unusual disturbances.

### 8. <u>Does the request raise serious legal questions such as spot zoning, hardship, violation of precedents, or need for this type of use?</u>

The request does not raise serious legal questions.

### 9. Does the request impact any CAMA Areas of Environmental Concern?

No, the parcel of property in question does not include any areas of environmental concern.

### **Summary and Recommendations**

### **CONSISTENCY with PLANS and MAPS**

### **2035 Comprehensive Plan**

Consistent ⊠	Inconsistent $\Box$
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The 2035 County's Comprehensive Future Land Use Map, adopted in 2012 by the Camden County Board of Commissioners, shows the property as identified as One to Two Acre Rural Residential. The Comprehensive Plan Rural Residential areas are intended to serve as a buffer between rural preservation areas and more intense development.

#### **CAMA Land Use Plan Policies & Objectives:**

Commistant	<b>▽</b> 1	[	٦
Consistent	<b>IX</b> I 1	Inconsistent	-

The proposed zoning change is consistent with the CAMA Land Use Plan, adopted by the Camden County Board of Commissioners on April 4, 2005. The CAMA Future Land Use Maps has the property identified as Low Density Residential.

### **Planning Staff Recommendation:**

Planning Staff agrees with the Planning Board Recommendation for Approval of the zoning map amendment application (UDO 2021- 05-33) of the Keeter Barn Landing LLC parcel on Keeter Barn Rd and US Hwy 17 from Village Residential to Suburban Residential.



#### **Ordinance No. 2021-08-01**

# An Ordinance Amending the Camden County Zoning Map Camden County, North Carolina

### **Article I: Purpose**

The purpose of this Ordinance is to amend the Zoning Map of Camden County, North Carolina, which was originally adopted by the County Commissioners on December 20, 1993, and revised February 4, 2019 and subsequently amended.

### Article II. Amendment to Zoning Map

The Official Zoning Map of Camden County, North Carolina, which was adopted on December 20, 1993, and revised February 4, 2019 and subsequently amended, is hereby amended as follows:

The parcels of property currently shown in the Camden County Tax Assessor's Office as PIN 01-7080-00-30-7405-0000 of approximately 41.75 acres from Village Residential (VR) to Suburban Residential (SR).

### Article III. Penalty

- 1. Violations of the provision of this Ordinance or failure to comply with any of its Requirements, including violations of any conditions and safeguards established in connection with grants of variances or Special Use or Conditional Use Permits, shall constitute a misdemeanor, punishable by a fine of up to five-hundred (\$500) dollars or a maximum thirty (30) days imprisonment as provided in G. S. 14-4.
- 2. Any act constituting a violation of the provisions of this Ordinance or a failure to comply with any of its requirements, including violations of any conditions and safeguards established in connection with the grants of variances or Special Use or Conditional Use Permits, shall also subject the offender to a civil penalty of one-hundred (\$100) dollars for each day the violation continues. If the offender fails to pay the penalty within ten (10) days after being cited for a violation, the penalty may be recovered by the county in a civil action in the nature of debt. A civil penalty may not be appealed to the Board of Adjustment if the offender was sent a final notice of violation in accordance with Article 151.568 and did not take an appeal to the Board of Adjustment within the prescribed time.
- 3. This Ordinance may also be enforced by any appropriate equitable action.

- 4. Each day that any violation continues after notification by the administrator that such violation exists shall be considered a separate offense for purposes of the penalties and remedies specified in this section.
- 5. Any one, all or any combination of the foregoing penalties and remedies may be used to enforce this Ordinance.

### Article IV. Severability

If any language in this Ordinance is found to be invalid by a court of competent jurisdiction or other entity having such legal authority, then only the specific language held to be invalid shall be affected and all other language shall be in full force and effect.

Δ	rticle	$\mathbf{V}$	Effective Date

This Ordinance is effective u	ıpon adoption.
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Adopted by the Board of Commissioners	for the	County	of Camden	this 2nd	day of
August, 2021.					

	ATTEST:	
Tom White, Chairman Camden County Board of Commissioners	Karen M. Davis Clerk to the Board	



Property Owner(s) Applicant

### **Zoning Map Amendment Application**

OFFICIAL USE (	ONLY:
UDO Number:	2021-05-033

05/25/2021 Date Filed:

Amount Paid: \$970.00

Received By. AYC

				Received By:
Contact Info	ormation	Mark Market (1910)		Check # 1 000 6
	APPLICAN	İΤ		PROPERTY OWNER
Name:	Keeter Barn L	anding, LLC	Name:	Same
Address:	1545 North F	Road Street	Address:	11
	Elizabeth City	, NC 27909	Address.	
Telephone:	252-4207-50		Telephone:	
Fax:	,		Fax:	
Email:	sales@sicariopr	operties.com		
LEGAL RELAT	TIONSHIP OF APPL		Email:	 Owner
Property Info			EMITOWNER.	Service Control of the Control of th
Physical Stre		Keeter Bar	n Road, South	Mills NC
Location:				ersection of U.S. Hwy. 17
Parcel ID Nur	nber(s):	017080003	3074050000	or o
Total Parcel(s	s) Acreage:	41.75 Acre		
Existing Land	Use of Property:	Agriculture		
Request	National Information	THE PLANS OF SAN	and intention courses the original	A SELECTION OF CONTROL
Current Zonin	ng of Property: V	R	Droposed Zeel	SR
Total Acreage	for Rezoning: 41.	75 Aras	Proposed Zonin	re parcel(s): ■ Yes □ No
Metes and Bo	unds Description	Provided: V	ou rezoning the enti	re parcel(s): ■ Yes □ No
				n:_Camden Co. Courthouse
, the undersig pest of my kno my property fo	gned, do certify thowledge, informa	at all of the info	Further, I hereby a	in this application is accurate to the uthorize county officials to enter formation submitted and required
2	7			5/0/2

Note: Form must be signed by the owner(s) of record, contract purchaser(s), or other person(s) having a recognized property interest. If there are multiple property owners/applicants, a signature is required for each.

### **Zoning Change Application Questions**

The UDO requires the Board to consider principal issues when considering an application for a zoning change. Please respond to each issue in the space provided below or on a separate sheet.


- (A) How will the proposed zoning change enhance the public health, safety, or welfare?

  Rezoning of the property from Village Residential to Suburban Residential will greatly reduce the allowable residential density and reduce the potential uses of the property in a manner that will reduce potential impacts on traffic and the amount of infrastructure needs/users of the South Mills water system and reduce the potential number of residences to be served by Fire, EMS & Sheriff Dpt.
- (B) Is the entire range of permitted uses in the requested classification more appropriate than the range of uses in the existing classification?

In keeping with the Suburban Residential zone's Purpose Statement, primary placement of such neighborhoods is to be along areas such as primary roads, shoreline area and bordering on rural areas. The parcel proposed for rezoning sits just outside of the Core Village in an area that is rural and abuts a major highway in U.S. Highway 17.

- (C) For proposals to re-zone to non-residential districts along major arterial roads:
  - (1) Is this an expansion of an adjacent zoning district of the same classification?

(2) What extraordinary showing of public need or demand is met by this application?



Use Class / Main Category / Category "P"=Permitted, "S"=Special Use Permit, Blank=Prohibited VR SR

### Agricultural

### AGRICULTURE/HORTICULTURE

The Agriculture/Horticulture Use Category is characterized by general agricultural activities taking place on lands that are not bona fide farms in as identified in Section 1.5.4, Exemptions. The range of uses includes the cultivation and production of orchard, garden, or nursery crops on a small or large scale, the production of field grown crops, specialty crops, flowers, fruit, grapes, market gardening, nursery stock, nuts, ornamental plants, sod, vegetables, and similar horticultural uses. The use category also includes agronomy, biotechnical agriculture (including education parks for biotechnical agriculture or a demonstration farm), and similar uses, but does not include the keeping of livestock or other animal husbandry uses. Accessory uses may include offices, storage areas, and repair facilities related to agriculture uses.

All Agriculture/ Horticulture Uses	P
See use category definition.	

#### ANIMAL HUSBANDRY

The Animal Husbandry Use Category is characterized by the commercial and non-commercial propagation, rearing, exercising, feeding, milking, housing, controlling, handling, or general care of living animals. Examples of Animal Husbandry Use Types include the raising and production of cattle (beef and dairy), pigs, mules, ducks, horses, goats, poultry, sheep, and similar livestock or domesticated animals. Animal husbandry also includes commercial apiaries, aquaculture, and fisheries. Breeding and rearing of animals typically thought of as household pets (e.g., dogs, cats, small rodents, etc.) is not animal husbandry.

Animal Husbandry Uses (excluding stockyards and slaughterhouses)

See use category definition.

Stockyard/Slaughterhouse
A site where livestock is stored and butchered for food or products.

### AGRICULTURAL SUPPORT

The Agricultural Support Use Category includes use types that provide support and services to uses directly engaged in agricultural, horticultural, and animal husbandry activities. Agricultural support uses are related to agricultural activities, but may not be proximate to or directly involved with agricultural production.

Agricultural Research Facility	
A facility for the investigation, testing, and demonstration of a biotechnical agriculture, veterinary, soil, plant, and animal sci	
Agri-Education/ Agri-Entertainment	
Agri-education facilities are used for the investigation, testing, educating persons in, products and processes related to agriculated including biotechnical agriculture, veterinary, soil, plant, and and activities allow for recreation, entertainment and tourism Examples include wineries, petting zoos, hay rides, and corn m	ulture, horticulture, or animal husbandry, animal sciences. Agri-entertainment events n in conjunction with an agricultural use.
Distribution Hub for Agriculture Products	
A commercial establishment where farmers can deliver agricu firms involved in processing of agricultural products, but not a	
Equestrian Facility	S
A facility associated with the keeping of horses or ponies as do stalls, feeding areas, paddocks, haylofts, corrals, and other sim exercise/instruction/performance areas.	
Farm Machinery Sales, Rental, or Service	
An establishment engaged in the sale, rental, and/or service of	f equipment normally or routinely used on

farms and in gardens, and related parts, tools and accessories, but not non-farm equipment or materials.

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Farmers Market		
A use which includes the sale of horticulture or agriculture products, including nursery stock, perennial, annuals, bulbs, mulch, compost, dried flowers, Christmas trees and greens, fresh produce, honey, cider, and similar agriculture products by more than one vendor. The use may or may not include a permanent building.		
Roadside Market		
A permanent retail establishment engaged in the retail sale or resale of agricultural products and seafood produced on site or in adjacent waters.		
Residential		
HOUSEHOLD LIVING USES		
Household living includes use types that provide for the residential occupancy of a dwelling unit by a household living includes use types that provide for the residential occupancy of a dwelling unit by a household living is arranged on a month-to-month or longer basis. Accessory uses commonly associated with house recreational activities, raising of pets, hobbies, and parking of the occupants' vehicles.		
Bungalow Court	P	
A series of between two and 12 single-family detached homes configured as a cohesive development that incorporates smaller lot sizes, reduced setbacks, shared access-ways, and where each home complies with the residential design guidelines in this Ordinance.		
Duplex	P	
A single structure comprised of two dwelling units that share common vertical walls or horizontal floors/ceilings. The dwelling units may be on their own lots or on a single lot.		
Live/Work Dwelling	P	
A structure or portion of a structure combining a dwelling unit with an integrated nonresidential ground- level workspace typically used by one or more residents of the dwelling.		
Manufactured Home - Const After 6-15-1976		
A dwelling on its own lot constructed after June 15, 1976 that is composed of one or more components, each of which was substantially assembled in a manufacturing plant and designed to be transported on its own chassis. It bears a valid seal indicating conformance with the construction standards promulgated by the US Department of Housing and Urban Development that were in effect at the time of its construction.		
Manufactured Home or Mobile Home Park		
A site where two or more manufactured or mobile homes are located on individual leaseholds or other divisions of land under common ownership. The park may include additional accessory uses such as recreation facilities, shared laundry facilities, storage, and parking.		
Mobile Home - Const Prior to 6-15-1976		
A factory-built dwelling on its own lot constructed prior to June 15, 1976, to State code standards, not those adopted by the US Department of Housing and Development on June 15, 1976.		
Multi-Family		
A dwelling comprised of five or more dwelling units that share common vertical walls or horizontal floors/ceilings (or both) that are not on individual lots. Examples include apartments and condominiums.		
Pocket Neighborhood	P	
A cohesive development of at least four but no more than 12 single-family detached dwellings, each on their own lot, located around a common open space and served by either on-street, on-site, or shared off-street parking. Each home fronts the common open space, and is configured with a front porch and windows on the front facade.		
Quadraplex		
A single structure comprised of four individual dwelling units that share common vertical walls or horizontal floors/ceilings located on a single lot.		

e Class / Main Category / Category "P"=Permitted, "S"=Special Use Permit, Blank=Prohibited	VR	SR
Single-Family Attached	S	
A dwelling unit that is physically attached to one or more dwelling units, each on its own lot. Individual lots may or may not be surrounded by a larger tract that incorporates shared parking, recreation feature, or access. The larger tract may or may not be owned in common by the landowners of individual lots. Examples include townhouses, patio homes, and row houses.		
Single-Family Detached	P	P
A dwelling containing one dwelling unit that is occupied by one family and that is not physically attached to any other principal structure on an individual lot. This term includes modular homes. For regulatory purposes, this term does not include manufactured dwellings, recreational vehicles, or other forms of temporary or portable housing.		
Triplex		
A single structure comprised of three dwelling units that share common vertical walls or horizontal floors/ceilings located on a single lot.		
Upper Story Residential		
A dwelling unit located on a floor above a nonresidential use.		

Group Living includes use types that provide for the residential occupancy of a building by a group. The occupancy of the building may be larger than found in Household Living. Tenancy is arranged on a monthly or longer basis. Generally, group living development has a common eating area for residents. The residents may receive care, training, or treatment. Accessory uses may include recreational facilities, dining facilities, and parking of vehicles for occupants and staff.

Dormitory		
A residential facility established directly or indirectly in association with a college, business college, trade school, or university for the purpose of housing students registered and attending the institution. Typically, it includes bedrooms with shared bathrooms and other shared living spaces. A private dormitory may contain food preparation and eating facilities primarily for the use of its occupants.		
Family Care Home	P	P
A home for six or fewer persons that provides room and board, personal care, and habilitation services in a family environment for the residents, who have a temporary or permanent physical, emotional, or mental disability (including, but not limited to, mental retardation, cerebral palsy, epilepsy, autism, hearing and sight impairments, emotional disturbances, and orthopedic impairments, but not including mentally ill persons who are dangerous to others as defined in North Carolina General Statutes Section 122C-3(11)b.)		
Group Home		
A home for seven or more persons that provides room and board, personal care, and habilitation services for the residents, who have a temporary or permanent physical, emotional, or mental disability.		
Rooming House		
A dwelling that provides rental accommodations to tenants in up to five individual rooms for periods of one week or longer. The dwelling is accessed by a shared entry with a common kitchen. Meals may be provided to the tenants.		

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### Institutional

#### **COMMUNITY SERVICES**

The Community Services Use Category includes use types of a public, charitable, non-profit, or for-profit nature that provide a local service to people of the community. Generally, such uses provide ongoing continued service on-site or have employees at the site on a regular basis. Community centers or facilities that have membership provisions that are open to the general public (for instance, any senior citizen could join a senior center) are included in the Community Services Use Category. The use type may provide special counseling, education, or training of a public, nonprofit, or charitable nature. Accessory uses may include offices, meeting, food preparation, parking, health, and therapy areas; and athletic facilities. Parks are not considered Community Services; they are classified as Parks and Open Areas.

Community Center	S
A public building to be used as a place of meeting, recreation, or social activity and not operated for profit.	
Cultural Facility	S
Establishments such as zoological gardens, conservatories, planetariums, or other similar uses of an historic, educational, or cultural interest, which are not operated for profit.	
Library	
A public facility for the use, but not sale, of literary, historical, scientific, musical, artistic, or other reference materials.	
Museum	
A building serving as a repository for a collection of natural, scientific, historical, or literary curiosities or works of art, and arranged, intended, and designed to be used by members of the public for viewing, with or without an admission charge, and which may include as an accessory use the limited retail sale of goods, services, or products such as prepared food to the public.	
Senior Center	P
A facility typically for use by citizens of 62 years of age, or older, dedicated to the provision of services, activities, or facilitation of interaction between older citizens and the community at large. Such centers may be publicly or privately-owned, but are not operated for a profit.	
Youth Club Facility	S
A boys' club, a girls' club, or any other non-profit facility that is not a school but which provides entertainment, recreation, crafts, tutorials or other quality of life enhancements for minors.	

### DAY CARE

The Day Care Use Category is characterized by use types that provide care, protection, and supervision for children or adults on a regular basis away from their primary residence, and typically for less than 24 hours per day. Care can be provided during daytime or nighttime hours. Accessory uses include offices, food preparation, recreation areas, and parking. The Day Care Use Category does not include incidental child care within a primary residence, drop-in or short term day care provided in connection with employment or shopping center, recreational facility, religious institution, hotel, or other principal use, where children are temporarily cared for while parents or guardians are employed part-time or temporarily occupied on the premises or in the immediate vicinity.

Adult Day Care Center	S	
A program operated in a structure other than a single-family dwelling that provides group care and supervision on a less than 24-hour basis, and in a place other than their usual place of abode, to adults 18 years or older who may be physically or mentally disabled, and which is certified or approved to operate by the State of North Carolina.		

Use Class / Main Category / Category "P"=Permitted, "S"=Special Use Permit,	Blank=Prohibited VR	SR
Child Care Center	P	
A commercial or non-profit use licensed by the State where, at any one time, three the age of 13 receive child care in a building other than a residence on a regular be than their guardians, full-time custodians, or persons related to them by blood, ma Such uses may also involve the provision of educational services in preparation for definition does not include incidental child care, cooperative arrangements among short-term child care provided while parents work part-time or participate in othe premises.	asis from persons other arriage, or adoption. relementary school. This a parents, or drop-in or	

#### **EDUCATIONAL FACILITIES**

The Educational Facilities Use Category includes use types such as public and private schools at the elementary, middle, or high school level that provide state-mandated basic education or a comparable equivalent. This use category also includes colleges, universities, and other institutions of higher learning such as vocational or trade schools that offer courses of general or specialized study leading to a degree or certification. Accessory uses at schools include offices, play areas, cafeterias, recreational and sport facilities, auditoriums, and before- or after-school day care. Accessory uses at colleges or universities include offices, dormitories, food service, laboratories, health and sports facilities, theaters, meeting areas, athletic fields, parking, maintenance facilities, and supporting commercial.

Major		
A public or private institution for post-secondary education operating in buildings owned or leased by the institution and engaged in classroom instruction, residential units, administrative offices, and other functions which further the educational mission of the institution.		
Moderate	S	
An educational institution that provides secondary education such as a high school or a middle school. Accessory uses may include offices, play areas, cafeterias, sports facilities, and bus parking areas.		
Minor	P	S
An educational institution that provides elementary education such as an elementary or nursery school as well as a small-scale secondary education facility limited to 75 students or less. Accessory uses may include offices, play areas, cafeterias, sports facilities, and bus parking areas.		

#### **GOVERNMENT FACILITIES**

The Government Facilities Use Category includes use types that provide for the general operations and functions of local, state, or federal governments. Accessory uses include maintenance, storage (indoor and outdoor), fueling facilities, satellite offices, and parking areas.

Government Office

An office of a governmental agency that provides administrative and/or direct services to the public, such as, but not limited to, employment offices, public assistance offices, or motor vehicle licensing and registration services.

Government Maintenance, Storage, or Distribution Facility

A facility housing government shops, maintenance and repair centers, equipment, and outdoor storage yards.

### **HEALTH CARE FACILITIES**

The Health Care Facilities Use Category includes use types that provide medical or surgical care and treatment to patients as well as laboratory services. Hospitals and medical treatment facilities offer overnight care, as well as outpatient care. Accessory uses include offices, laboratories, teaching facilities, meeting areas, cafeterias, parking, maintenance facilities, housing for staff or trainees, and limited accommodations for family members. The Health Care Facilities Use Category does not include: Uses that involve provision of residential care for the elderly or disabled, which are classified as Institutions; or Uses that provide exclusive care and planned treatment or training for psychiatric, alcohol, or drug problems, where patients are residents and participants in a program, which are considered Institutions.

Class / Main Category / Category "P"=Permitted, "S"=Special Use Permit, Blank=Prohibited	VR	SI
Drug or Alcohol Treatment Facility		
Inpatient facility which provides care for persons with drug and/or alcohol dependency problems and which may include outpatient follow-up care to the facility's patients.		
Hospital		
An institution specializing in giving clinical, temporary, and emergency services of a medical or surgical nature to human patients and injured persons, that is licensed by state law to provide facilities and services in surgery, obstetrics, or general medical practice. Such institutions may include in-patient medical or surgical care for the sick or injured and related facilities such as laboratories, out-patient departments, training facilities, central services facilities, and staff offices that are an integral part of the facilities.		
Medical Treatment Facility	S	
A small-scale facility which may or may not be located in a converted dwelling or residence where patients are admitted for examination and treatment by one or more physicians, dentists or psychologists. Patients may or may not receive care or lodging overnight. Such facilities may include sleeping rooms for care workers and members of patient's families.		
NSTITUTIONS		
neeting areas for religious activities, civic or fraternal club activities, housing and care for the elderly, related to treatment programs or post-incarceration. Accessory uses include school facilities, limited not reatment facilities, kitchens/cafeterias, recreation areas, offices, meeting rooms, parking, and staff rest assisted Living Facility	nedical	
A building, section or distinct part of a building, private home, boarding home, home for the aged, or other residential facility, whether operated for profit or not, which undertakes through its ownership or management to provide housing, meals, health care assistance, and one or more personal services for a period exceeding 24 hours to one or more adults who are not relatives of the owner or proprietor.  Accessory uses may include dining rooms and infirmary facilities for intermediate or skilled nursing care solely for the use of the occupants residing in the principal facility.		
Club or Lodge	S	
A building and related facilities owned and operated by a corporation, association, or group of individuals established for fraternal, social, educational, recreational, or cultural enrichment of its members and primarily not for profit, and whose members meet certain prescribed qualifications for membership and pay dues.		
Halfway House		
A licensed home for not more than nine juveniles or adult persons on release from more restrictive custodial confinement or initially placed in lieu of such more restrictive custodial confinement, wherein supervision, rehabilitation, and counseling is provided to assist residents back into society, enabling them to live independently.		
Nursing Home		
Any facility or any identifiable component of any facility in which the primary function is the provision, on a continuing basis, of nursing services and health-related services for the treatment and inpatient care of two or more non-related individuals, including facilities known by varying nomenclature or designation such as rest homes, convalescent homes, skilled care facilities, intermediate care facilities, extended care facilities and infirmaries. This does not include the home or residence of any individual who cares for or maintains only persons related to him or her by blood or marriage.		
Psychiatric Treatment Facility		

se Class / Main Category / Category "P"=Permitted, "S"=Special Use Permit, Blank=Prohibited	VR	SF
Religious Institution	S	
A structure or place in which worship, ceremonies, rituals, and education are held, together with its accessory buildings and uses (including buildings used for educational and recreational activities), operated, maintained, and controlled under the direction of a religious group. Religious institutions include churches, mosques, synagogues, and temples. Accessory uses may include school facilities, parking, caretaker's housing, pastor's housing, and group living facilities such as convents.		
PARKS AND OPEN AREAS		
The Parks and Open Areas Use Category includes use types that focus on open space areas largely devo vegetative landscaping or outdoor recreation and that tend to have few structures. Accessory uses may houses, restrooms, recreational structures, statuary, fountains, maintenance facilities, concessions, par columbaria and mausoleums (as accessory to cemeteries). The Parks and Open Areas Use Category does private golf courses; they are classified as Recreation/Entertainment, Outdoor.	y include rking, an	ıd
Cemetery	S	S
Institutional or for profit uses intended for the burial of the dead and dedicated for cemetery purposes. This use type may include a mausoleum or columbarium (a structure or vault lined with recesses for cinerary urns), but does not include a crematory or a private cemetery.		
Community Garden	P	F
A private or public facility for cultivation of fruits, flowers, vegetables, or ornamental plants by more than one person.		
Park, Public or Private	P	5
Land used for recreation, exercise, sports, education, rehabilitation, or similar activities, or a land area intended to enhance the enjoyment of natural features or natural beauty, specifically excluding commercially operated amusement parks.		
PUBLIC SAFETY	#	
$ The \ Public \ Safety \ Use \ Category \ is \ characterized \ by \ use \ types \ that \ provide \ public \ safety \ services \ to \ the \ grade \ public \ safety \ services \ to \ the \ grade \ public \ public \ safety \ services \ to \ the \ grade \ public \ safety \ services \ to \ the \ grade \ public \ public \ safety \ services \ to \ the \ grade \ public \ publ$	eneral p	ubli
Police, Fire, or EMS Facility	S	S
A facility for the provision of local rapid response emergency services such as firefighting and mobile medical emergency services, including areas for the storage and maintenance of emergency vehicles, and equipment and facilities for the housing and feeding of emergency personnel while on duty.		
Correctional Facility		
A facility for persons serving a sentence after being found guilty of a criminal offense. Such uses may include cafeterias, housing for facility staff, outdoor storage and maintenance areas, recreational areas, agricultural facilities, and facilities for the production of goods or materials produced for sale.		
Security Training Facility  A facility located on at least 3,500 contiguous acres which provides the following services; explosives training, driver training (including vehicle maintenance facility to support driver training activities), training operations utilizing fixed and rotary wing aircraft (including parachute operations and training, airstrip and supporting aviation structures, and parachute landing zones), towers that are 100' tall or less that are used in connection with security training, dining facilities, commercial retail and lodging areas, and office, clerical, research and services related to security training operations and services.		
TRANSPORTATION	+	
The Transportation Use Category includes use types that provide for the landing and takeoff of airplan helicopters, including loading and unloading areas. This use category also includes passenger termina transportation. Accessory uses include freight handling areas, concessions, offices, parking, maintenar facilities. Transit route facilities such as bus stops, bus shelters, and park-and-ride facilities are classifications.	ls for sur	fuel
Airport  Any area of land or water designed and set aside for the landing and take-off of aircraft, including all		

necessary facilities for the housing and maintenance of aircraft.

se Class / Main Category / Category "P"=Permitted, "S"=Special Use Permit, Blank=Prohibited	VR	SR
Helicopter Landing Facility		
An area, either on ground level or elevated on a structure, licensed or approved for the landing and takeoff of helicopters and which may include auxiliary facilities such as parking, waiting room, fueling, and maintenance equipment.		
Passenger Terminal, Surface Transportation		
A facility that receives and discharges passengers and at which facilities and equipment required for their operation are provided. Examples include terminals for bus, trolley, taxi, railroad, shuttle van, or other similar vehicular services.		
UTILITIES		
community-wide service, and minor utilities, which are infrastructure services that need to be located neighborhood or use type where the service is provided. Wireless telecommunications towers also are utility. Services may be publicly or privately provided. Accessory uses may include parking and control monitoring, storage areas, or data transmission equipment. Landfills, recycling and salvage centers, an composing uses are considered Waste-Related Services.	a type o	of s,
Utility, Major	S	S
Infrastructure services providing regional or community-wide service that normally entail the construction of new buildings or structures such as water towers, waste treatment plants, potable water treatment plants, solid waste facilities, wind energy conversion systems, and electrical substations.		
Utility, Minor	P	P
Infrastructure services that need to be located in or near the neighborhood or use type where the service is provided. Examples of Minor Utilities include water and sewage pump stations, storm water retention and detention facilities, telephone exchanges, and surface transportation uses such as park-and-ride facilities.		
ommercial		
ADULT AND SEXUALLY-ORIENTED BUSINESSES		
(See Chapter 154 of the Camden County Code of Ordinances for definitions).		
All Adult and Sexually-Oriented Businesses		
(See Chapter 154 of the Camden County Code of Ordinances for definitions.)		
ANIMAL CARE	-	
The Animal Sales, Services, and Care Use Category is characterized by uses related to the provision of mand treatment to animals, including veterinary services, animal hospitals and the boarding of animals provision of these services. Examples include animal shelters, animal grooming, kennels (outdoor and hospitals, and veterinary clinics.	related t	to the
Major		
Animal care uses that include outdoor kennels, runs, or exercise areas.		
Minor		
Animal care uses that do not include outdoor kennels, runs, or exercise areas.		
EATING ESTABLISHMENTS		
The Eating Establishments Use Category includes use types that prepare and sell food and beverages fo direct on- or off-premise consumption. Accessory uses may include bars or cocktail lounges associated establishment, decks and patios for outdoor seating, drive-through facilities, facilities for live entertain dancing, customer and employee parking areas, and valet parking facilities.	with th	e
uanting, tustomer and employee parking areas, and valet parking fatinities.		

An eating establishment that sells alcohol for on-site consumption or includes a drive-through.

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Restaurant, Minor		
An eating establishment that does not sell alcohol or includes a drive-through.		
Bar, Nightclub, or Dance Hall		
An establishment primarily devoted to the sale of alcoholic beverages for on-site consumption, where the sale of food is incidental. Activities may include dancing or other forms of entertainment (including live performances that are not considered adult entertainment uses) such as billiard tables, darts, and karaoke.		
OFFICES  The Office Use Category includes use types that provide for activities that are conducted in an office sett generally focus on business, professional, or financial services. Accessory uses may include cafeterias, of facilities, recreational or fitness facilities, parking, supporting commercial, or other amenities primarily employees in the business or building. Example use types include business and sales offices (such as ler brokerage houses, tax preparers, and real estate agents), and professional services (such as doctors, law accountants, engineers, or architects).	day care y for the iders, ba	use
Major	1	
An office use of 3,000 square feet of floor area or more, or where clients or patrons regularly receive services on-site.		
Minor		
An office use of less than 3,000 square feet of floor area or where clients or patrons do not receive services on-site.		
PARKING, COMMERCIAL		
accessory parking for a specific principal use and regular fee parking for people not connected to the pealso classified as Commercial Parking. Accessory uses may include small shelters for parking attendants		use i
See use category definition.		
PERSONAL SERVICES	+	
An establishment meeting frequent or recurrent service needs of a personal nature, including the repair personal items such as shoes, watches, jewelry, and clothing. Examples include laundromats, massage t spas, laundry and dry-cleaning pick-up and drop-off establishments, banks, savings and loans, credit ur photography studios, funeral homes and crematoriums, mailing or packaging services, photocopy serviprinter, barber/beauty shops, and tanning and nail salons.	herapy a nions,	and c
Major		
A personal services establishment with 1,500 square feet of floor area or more.		
Minor		
A personal services establishment with less than 1,500 square feet of floor area.		
RECREATION/ENTERTAINMENT, INDOOR	-	-
The Indoor Recreation/Entertainment Use Category includes use types that are privately owned and precreation or entertainment activities in an enclosed structure or structures. Accessory uses may include concessions, snack bars, parking, and maintenance facilities. Example use types include country clubs, commercial recreation uses (including bowling alleys, game rooms, dancehalls, and skating rinks), and (including cinemas, screening rooms, and stages).	de office indoor	
Major		$\top$
Indoor recreation/entertainment uses with 2,500 square feet of floor area or more, or where the use is expected to generate more than 200 vehicle trips per day according to the Institute of Transportation Engineer's most recent trip generation rate manual.		

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Minor		
Indoor recreation/entertainment uses with less than 2,500 square feet of floor area, or where the use is expected to generate less than 200 vehicle trips per day according to the Institute of Transportation Engineer's most recent trip generation rate manual.		

#### RECREATION/ENTERTAINMENT, OUTDOOR

The Outdoor Recreation/Entertainment Use Category includes use types that are large, generally commercial, and provide continuous recreation or entertainment-oriented activities that primarily take place outdoors. They may take place in a number of structures that are arranged together in an outdoor setting. Accessory uses may include concessions, parking, and maintenance facilities. Example use types include privately-owned arenas, amphitheaters, or stadiums, outdoor commercial recreation uses (including private golf driving ranges and privately-owned miniature golf facilities; go-cart racing; race tracks; drive-in movie theaters; privately-owned outdoor commercial tourist attractions; and privately-owned active sports facilities such as ball fields, courts, and archery ranges), athletic facilities, private golf courses, and outdoor swimming pools (private).

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### RETAIL SALES

The Retail Sales Use Category includes use types involved in the sale, lease, or rent of new or used products to the general public. They may also provide personal services or entertainment, or provide product repair or services for consumer and business goods. Accessory uses may include offices, storage of goods, manufacture or repackaging of goods for on-site sale, concessions, ATM machines, outdoor display/sales areas, gasoline sales, and parking. Use types within this use category have been categorized based on their intensity, scale, and function.

	Flea Market	
	A market held in an open area or structure where individual sellers offer goods for sale to the public. Such sellers may set up temporary stalls or tables for the sale of their products. Such sales may involve new and/or used items and may include the sale of fruits, vegetables, and other edible items. A farmer's market, where food items predominate, is different than a flea market. This also differs from a garage sale or yard sale that is conducted on a residentially developed lot by members of a household, or civic groups selling primarily donated items.	
	Grocery Store	
	An establishment for the retail sale of fresh or prepared foods for consumption primarily off-premises. Accessory uses include the sales of prepared food for on-site consumption, sale of seasonal items (like Christmas trees), and drive-up grocery loading services.	
ſ	Major	
	Retail uses with 1,000 square feet of floor area or more, or where the use is expected to generate more than 100 vehicle trips per day according to the Institute of Transportation Engineer's most recent trip generation rate manual.	

# Camden County, North Carolina

Use Class / Main Category / Category "P"=	Permitted, "S"=Special Use Permit, Blank=Prohibited	VR	SR
Minor			
	of floor area or more, or where the use is expected to generate rding to the Institute of Transportation Engineer's most recent		
STORAGE, COMMERCIAL			
A storage building or buildings that are dividitems on a temporary or long-term basis.	ded into sections or compartments for the storage of busine	ess or pe	ersona
Major			
Commercial storage establishment that allo and outdoors.	ws storage of goods, materials, or personal property indoors		
Minor			
Commercial storage establishment that allo only.	ws storage of goods, materials, or personal property indoors		
TELECOMMUNICATIONS			
Antenna Collocation (on a Building)		P	
The placement of wireless telecommunication	ons antenna(s) and associated equipment on or in a building	P	
- · · · · · · · · · · · · · · · · · · ·	ched structure. This includes the placement of equipment on not on an existing telecommunication tower or electrical		
Antenna Collocation (on a Tower)		P	
	ons antenna(s) and associated equipment on an existing nsmission tower. This use type includes "eligible facilities" as tutes.		
Small Wireless Facility		P	
	t of a specified maximum size on existing electrical poles, other similar vertical projections within rights-of-way or esidential zoning district.		
Telecommunications Tower, Freestanding			
and similar communication purposes and ut public users. The term includes microwave	primarily for the support of antennas for wireless telephone, tilized by commercial, governmental, or other public or quasitowers, common-carrier towers, cellular telephone towers, he term does not include private home use of satellite dishes perators as licensed by the FCC.		
		+	_
Telecommunications Tower, Stealth		P	P

## **VEHICLE ESTABLISHMENT**

The Vehicle Establishment Use Category includes use types involving the direct sale; rental; storage; and servicing of automobiles, trucks, motorcycles, recreational vehicles, and other consumer motor vehicles intended to transport persons or goods over land, whether for recreation, commerce, or personal transport. Accessory uses may include offices, sales of parts, maintenance facilities, parking, outdoor display, and vehicle storage.

equipment and appear as a tree, flag pole, clock tower, or other vertical projection. Stealth

collocation or accommodation of small wireless facilities.

telecommunication towers are not considered as freestanding telecommunication towers for the sake of

Jse Class / Main Category / Category "P"=Permitted, "S"=Special Use Permit, Blank=Prohibited	VR	SR
Major		1
Establishments engaged in vehicle sales, rental, storage, towing, and major repair such as transmission, engine repair, bodywork, and repainting.		
Minor		
Establishments that are primarily engaged in washing cars, tire sales, minor repair such as diagnostic work, lubricating, wheel alignment and inspections, but no vehicle sales or rental.		
VISITOR ACCOMMODATIONS	-	
The Visitor Accommodations Use Category includes use types that provide lodging units or space for sh of less than 30 days for rent, lease, or interval occupancy. Accessory uses may include pools and other facilities, limited storage, restaurants, bars, supporting commercial, meeting facilities, offices, and park	recreatio	
Bed and Breakfast	S	
A private residence, typically a single-family detached structure engaged in the renting of one or more rooms on a daily basis to tourists, vacationers, or business people where the provision of meals is limited to guests only.		
Campground		
Any area, place, parcel or tract of land on which two or more campsites are occupied or intended for occupancy or facilities established or maintained, wholly or in part, for the accommodation of camping units for periods of overnight or longer, whether the use of campsites and facilities is granted gratuitously, or by rental fee, lease or conditional sale, or by covenants, restrictions and easements. Campground includes but not limited to, a travel camp, recreational camp, family campground, camping resort, recreational vehicles park and camping community. A campground does not include a summer camp, migrant labor camp or park for manufactured homes, or a construction camp, or storage area for unoccupied camping units.		
Hotel or Motel		
A building or group of buildings in which sleeping accommodations are offered to the public and intended for temporary occupancy on an overnight or short term basis. Accessory uses may include restaurants, bars, offices, and onsite recreational facilities. Some rooms may include in-room kitchen, dining, and laundry facilities.		
ndustrial		
EXTRACTIVE INDUSTRY		
The Extractive Industry Use Category includes use types involving the extraction, removal, or basic prominerals, liquids, gases, or other natural resources (including gravel, sand, clay, or topsoil). Such uses quarrying, well operation, mining, or other procedures typically done at an extraction site. Accessory toffices, limited wholesale sales, security or caretakers quarters, outdoor storage, and maintenance faci	also inclı ıses inclı	ude
All		
See use category definition.		
INDUSTRIAL SERVICES		
The Industrial Services Use Category includes use types involving the repair or servicing of industrial, to consumer machinery equipment, products, or by-products. Firms that service consumer goods do so by providing centralized services for separate retail outlets. Contractors and building maintenance servicuses perform services off-site. Few customers, especially the general public, come to the site. Accessor include limited retail or wholesale sales, offices, parking, warehousing, and outdoor storage. Contractor who perform services off-site are included in the Offices Use Category if equipment and materials are noutside and no fabrication, services, or similar work is carried on at the site.	y mainly es and si y activiti ors and o	imilar es may thers
Contractor Service		
Offices for building, heating, plumbing, or electrical contractors, and related storage facilities.		

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Crabshedding		
An operation in the crab harvesting industry that involves the controlled shedding or molting of blue crabs to produce the more commercially valuable soft-shelled form. Soft crab shedding systems are designed to put near-molt crabs in a controlled environment, so they can efficiently be harvested during the period that the shell is soft. Accessory uses include indoor or outdoor storage of crab pots.		
Fuel Oil or Bottled Gas Distributor		
An establishment that distributes fuel oil or bottled gases such as propone or liquid petroleum for compensation.		
General Industrial Service and Repair		
Establishments engaged in the repair or servicing of agriculture, industrial, business, or consumer machinery, equipment, products, or by-products. Firms that provide these services do so by mainly providing centralized services for separate retail outlets. Contractors and building maintenance services and similar uses perform services off-site. Few customers, especially the general public, come to the site. Accessory activities may include retail sales, offices, parking, and storage.		
Heavy Equipment Sales, Rental, or Service		
An establishment engaged in the display, sale, leasing, servicing, or rental of heavy equipment of 12,000 or more pounds gross vehicular weight (GVW). The use may also consist of a vehicle or series of vehicle that service or repair heavy equipment on-site.		
Research and Development		
A business that engages in research, or research and development, of innovative ideas in technology- intensive fields. Examples include research and development of computer software, information systems, communication systems, transportation, geographic information systems, multi-media and video technology. Development and construction of prototypes may be associated with this use.		

#### MANUFACTURING AND PRODUCTION

The Manufacturing and Production Use Category includes use types involved in the manufacturing, processing, fabrication, packaging, or assembly of goods. Products may be finished or semi-finished and are generally made for the wholesale market, for transfer to other plants, or to order for firms or consumers. The use category also includes custom industries (establishments primarily engaged in the on-site production of goods by use of hand tools and small scale equipment). Goods are generally not displayed or sold on site, but if so, such sales are a subordinate part of total sales. Relatively few customers come to the manufacturing site. Accessory uses may include retail or wholesale sales, offices, cafeterias, parking, employee recreational facilities, warehouses, storage yards, repair facilities, truck fleets, fueling facilities, security and caretaker's quarters. Manufacturing of goods to be sold primarily on-site and to the general public is classified as Retail Sales if the manufacturing area does not exceed 35 percent of the development's gross floor area.

Manufacturing, Heavy The manufacture or compounding process of raw materials. These activities may involve outdoor operations as part of their manufacturing process.	
Manufacturing, Light  The mechanical transformation of predominantly previously prepared materials into new products, including assembly of component parts and the creation of products for sale to wholesale or retail markets or directly to consumers. Such uses are wholly confined within an enclosed building, do not include processing of hazardous gases and chemicals, and do not emit noxious noise, smoke, vapors, fumes, dust, glare, odor, or vibration.	

## **POWER GENERATION**

The Power Generation Use Category includes use types, whether institutional in nature or for profit, engaged in the production and short term storage of electrical power for use by other forms of development in different locations. Accessory uses include offices, equipment buildings, maintenance and repair facilities, and fencing or other security measures.

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Solar Array	S	S
Two or more solar collectors or photovoltaic panels configured as a principal use and intended to capture energy from sunlight, convert it to electricity, and save or deliver the electricity for off-site use.		
Wind Energy Conversion Facility		
A utility comprised of one or more towers each including a turbine with a series of two or more blades that produce energy when driven by the wind.		

#### WAREHOUSE AND FREIGHT MOVEMENT

The Warehouse and Freight Movement Use Category includes use types involving the storage or movement of goods for themselves or other firms or businesses. Goods are generally delivered to other firms or the final consumer, except for some will-call pickups. There is little on-site sales activity with the customer present. Accessory uses include offices, truck fleet parking, outdoor storage, and maintenance areas. Use types that involve the transfer or storage of solid or liquid wastes are classified as Waste-Related Services.

All

See use category definition.

#### **WASTE-RELATED SERVICES**

The Waste-Related Services Use Category includes use types that receive solid or liquid wastes from others for disposal on the site or for transfer to another location, uses that collect sanitary wastes, or uses that manufacture or produce goods or energy from the composting of organic material or processing of scrap or waste material. This use category also includes use types that receive wastes from others. Accessory uses may include offices, outdoor storage, recycling of materials, and repackaging and trans-shipment of by-products. The Waste-Related Services Use Category does not include wastewater treatment plants and potable water treatment plants; these are classified as Utilities.

Inciner	rator
A facili	ty that burns refuse at high temperatures to reduce the volume of waste.
Land A	pplication of Sludge/Septage
The dep	position of industrial processes or treated waste on land intended expressly for that purpose.
Landfil	
An area	a of land or an excavation used for disposal of solid waste.
Public	Convenience Center or Transfer Station
	cly-owned and operated facility for the purposes of collection of trash and waste for relocation to a facility or permanent long term storage location.
Recycli	ng Center
A facili	ty engaged solely in the storage, processing, resale, or reuse of recyclable and recovered materials.
Salvage	e or Junkyard
slush, li exchan yards, l	ablishment where junk, waste, discarded, salvaged, or similar materials such as old metals, wood, umber, glass, paper, rags, cloth, bagging, cordage, barrels, containers, and the like, are brought, sold, ged, baled, packed, disassembled, stored, or handled, including used lumber and building material house-wrecking yards, heavy equipment wrecking yards, and yards or places where salvaged house ng or structural steel materials are stored, handled, and sold.
Waste	Composting Facility
	here organic solid wastes are composted using composting technology. Accessory uses may include and repackaging and transshipment of by-products.

Use Class / Main Category / Category	"P"=Permitted, "S"=Special Use Permit, Blank=Prohibited	VR	SR
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## WHOLESALE SALES

The Wholesale Sales Use Category includes use types involving the sale, lease, or rent of products primarily intended for industrial, institutional, or commercial businesses. The uses emphasize on-site sales or taking of orders and often include display areas. Businesses may or may not be open to the general public, but sales to the general public are limited. Products may be picked up on-site or delivered to the customer. Accessory uses may include offices, product repair, warehouses, minor fabrication services, outdoor storage, and repackaging of goods.

Major	
A wholesale use located in a building of more than 7,000 square feet of gross floor area, or that includes outdoor storage.	
Minor	
A wholesale use located in a building of 7,000 square feet of gross floor area or less that does not include outdoor storage.	



1805 West City Drive Unit E Elizabeth City, NC 27909 P 252.621.5030 F 252.562.6974 www.timmons.com

April 20, 2021

RE: Proposed Rezoning

To Whom It May Concern:

You are receiving this notice because you own property near a parcel of land proposed for rezoning. The proposed rezoning will result in the parcel being rezoned from Village Residential to Suburban Residential.

A community meeting has been scheduled for Wednesday, May 5, 2021 at 6:00 pm in the upstairs courtroom of the Historic Camden County Courthouse. At the meeting, the project will be presented to the community and you will have an opportunity to provide comments to the applicant and Camden County.

If you are unable to attend the meeting or would like to discuss the project prior to the meeting, please feel free to contact me at the phone number above.

Sincerely,

Jason Mizelle, PLS

# **Parcel Proposed for Rezoning**



HALE CATHERINE L	BAKER JOHN LEE
116 KEETER BARN ROAD	100 KEETER BARN RD
SOUTH MILLS NC 27976	SOUTH MILLS NC 27976 9527
CAMPBELL CHARLES	MORRELL JOSEPH H JR
106 KEETER BARN RD	2413 MEIGGS ROAD
SOUTH MILLS NC 27976	CHESAPEAKE VA 23323
WILLIAMS WILLIAM F JR	GUAJARDO GREGORY
225 CULPEPPER ROAD	102 KEETER BARN ROAD
SOUTH MILLS NC 27976	SOUTH MILLS NC 27976
MULLEN H.T.	MULLEN HERBERT TAYLOR
101 E ELIZABETH STREET	101 E ELIZABETH STREET
ELIZABETH CITY NC 27909	ELIZABETH CITY NC 27909
CAMDEN COUNTY P.O. BOX 190 CAMDEN NC 27921	KEETER BARN LANDING LLC 1545 NORTH ROAD STREET ELIZABETH CITY NC 27909

MOSS CHARLES SR. & HAGLER GLENDA 112 KEETER BARN RD. 7 110 KEETER BARN ROAD SOUTH MILLS NC 27976 **SOUTH MILLS NC 27976** 

**ROSEBUD** 

NULL KENNETH R 130 KEETER BARN ROAD **SOUTH MILLS NC 27976** 

MCPHERSON C.L. HEIRS P.O. BOX 86 SHILOH NC 27974

STAFFORD KATHLEEN A. 104 GADWELL DR **CURRITUCK NC 27929** 



1805 West City Drive Unit E Elizabeth City, NC 27909

P 252.621.5030 F 252.562.6974 www.timmons.com

## COMMUNITY MEETING REPORT FOR KEETER BARN LANDING

Project: Rezoning 41.75-Acres on Keeter Barn Road

Facilitator: Jason Mizelle – Timmons Group

Date & Time: May 5, 2021 @ 6:00 PM Location: Historic Camden Court House

In preparation for the Community Meeting, sixteen notices were mailed out notifying the adjoining property owners & the County Staff about the meeting. No Camden residents or County Staff attended. In attendance was Jason Mizelle of Timmons Group and Joey Coppersmith of Keeter Barn Landing (applicant). We waited until 7pm to make sure no one came in late. Since no residents attended, there was no presentation.

We did receive one phone call prior to the meeting on Monday, April 26<sup>th</sup> from Mr. Jerry Hagler of 112 Keeter Barn Road. Mr. Hagler inquired about what the rezoning was for. I relayed to him that that the purpose was to "down-zone" the property to a less dense, more applicable zoning that would promote a conservation subdivision. Mr. Hagler expressed his desire to see something commercially oriented on the property, but also relayed concerns over traffic. I let hm know that the proposed rezoning would not enable commercial development, but it would greatly lessen the potential traffic impact that either a commercial business or a larger, more dense subdivision might create. We briefly discussed drainage within the Keeter Barn Road area and what we had observed during the November 12<sup>th</sup> storm event (10yr event) and how that played a role in our determination to seek a rezoning. Mr. Hagler had no further questions.

No other inquiries were made from residents by phone or email.

Respectfully submitted,

Jana M

Jason A. Mizelle, PLS Timmons Group

Cc Camden County Planning

					Joey Copporsmith (Keeter Barn Inda)	Jason Mizelle (TIMMONS GROVE)	Name (Printed)				
					252-207-5027	252-621-5028	Phone Number	Keete	Timr	TIM	
					salesesicarioproperties.com	jason. mizelle@timmons.com	Email	Keeter Barn Landing Subdivision May 5, 2021 6: 00PM	Timmons Group Sign-In Sheet  Camples County Community Meeting	TIMMONS GROUP YOUR VISION ACHIEVED THROUGH OURS.	
					P.D. Box 176, Noyak, N 27858	1805 W. City Dr., UNTIE, BUZ. CRY	Address				

# Keeter Barn Landing LLC

PO Box 176 Moyock NC 27958

To Whom it may concern,

June 4, 2021

Please accept this letter as authorization for Jason Mizelle to act as an authorized representative concerning any action on planning for Keeter Barn Landing before the Camden County Planning Board, Camden County Planning Dept and The Camden County Board of Commissioners.

Thank you in advance for your attention to this matter.

Kind Regards,

Joseph Coppersmith Managing Member Keeter Barn Landing LLC

Notice by email: Jason Mizelle Amber Curling

Doc No: 209774 Recorded: 08/03/2020 04:19:56 PM Fee Amt: \$26.00 Page 1 of 5 Excise Tax: \$1.260.00 Camden County North Carolina Tammie Krauss, Register of Deeds PG 462 - 466 (5)

Space Above This Line For Recording Data

# NORTH CAROLINA GENERAL WARRANTY DEED

\$630,000.00 \$6,300.00

Prepared by W. Brock Mitchell, Attorney Return to Hornthal, Riley, Ellis & Maland, LLP HREM File No. 32118-1.WBM

Excise Tax:

\$1,260.00

Transfer Tax: \$6,300.00

Tax Parcel:

01-7080-00-30-7405

State of North Carolina, County of Camden

THIS GENERAL WARRANTY DEED made this 31st day of July, 2020, by and between Keeter Barn, LLC, a North Carolina limited liability company, whose mailing address is 205 North Water Street, Elizabeth City, North Carolina 27909 (hereinafter referred to as "Grantor"), and Keeter Barn Landing, LLC, a North Carolina limited liability company whose mailing address is 1545 North Road Street, Elizabeth City, North Carolina 27909 (hereinafter referred to as "Grantee"):

## WITNESSETH:

That the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has given, granted, bargained, sold, and conveyed, and by these presents does hereby give, grant, bargain, sell, and convey unto said Grantee, Grantee's successors and assigns, all of that certain piece, parcel, or tract of land situate, lying and being in South Mills Township, Camden County, State of North Carolina, and being more particularly described as follows:

See Exhibit A attached hereto.

Per N.C.G.S. §105-317.2, the property does not include the primary residence of Grantor.

TO HAVE AND TO HOLD the above described lands and premises, together with all appurtenances thereunto belonging, or in any way appertaining, unto the Grantee, Grantee's successors and assigns forever.

AND GRANTOR COVENANTS to and with Grantee, Grantee's heirs, successors, administrators, and assigns, that Grantor is lawfully seized in fee simple of the Property, and has full right and power to convey the same to Grantee in fee simple; that the Property is free from any and all encumbrances, except as set forth herein; and Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, with the exception of the following:

Ad valorem taxes for the current year (prorated through the date of Settlement); utility easements; and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property.

IN WITNESS WHEREOF, the Grantor has duly executed and sealed this document, this the day and year first above written.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE(S) ON FOLLOWING PAGE(S)]

Keeter Barn, LLC, a North Carolina limited liability company

By:\_

Chad Williams, Member/Manager

State of North Carolina, County of Pasquotank

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Chad Williams, a Member/Manager of Keeter Barn, LLC, a North Carolina limited liability company

Date: July 3/, 2020.

Notary Public

Type or Print Name: W. Brock Mitchell

My Commission Expires: October 23, 2022

CHONAL PUBLIC O'

Notary seal or stamp must appear within this box.

Keeter Barn, LLC, a North Carolina limited liability company

By: Alexander Underhill, Member/Manager

State of North Carolina, County of Pasquotank

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Alexander Underhill, a Member/Manager of Keeter Barn, LLC, a North Carolina limited liability company

Date: July 31, 2020.

A. NOTARY L. MILLIAM COUNTY INTERNAL COUNTY IN

Notary seal or stamp must appear within this box.

Notary Public

Type or Print Name: W. Brock Mitchell

My Commission Expires: October 23, 2022

## **EXHIBIT A**

BEGINNING AT A POINT marked by a found iron rod set in the southern right of way margin of Keeter Barn Road (S.R. 1226 - 60' R/W [referencing Plat Cabinet 5, Slide 53B, of the Camden County Public Registry]), which found iron rod marks the northwest corner of that property, now or formerly, owned by Camden County (referencing Deed Book 221, Page 8, and Plat Cabinet 5, Slide 53B, of the Camden County Public Registry - PIN: 017080034111860000); thence from said found iron rod and POINT OF BEGINNING and running away from Keeter Barn Road along the center of a ditch South 22° 58' 40" East 653.40 feet to a found iron rod (bent), which found iron rod (bent) marks the southwest corner of that property, now or formerly, owned by Camden County (referencing Deed Book 221, Page 8, and Plat Cabinet 5, Slide 53B, of the Camden County Public Registry - PIN: 017080034111860000); thence cornering and running away from the center of said ditch and along the center of another ditch North 67° 08' 23' East 200.00 feet to a found iron rod (bent); thence cornering and running away from the center of said ditch and along the center of another ditch South 22° 58' 41" East 798.91 feet to a set iron rod (N: 1000168.66'; and E: 2784730.56'); thence cornering and running away from the center of said ditch South 67° 39' 02" West 1,149.87 feet to a found iron rod (bent) (N: 999731.37'; and E: 2783668.96'); thence running South 67° 39' 02" West 11.16 feet to a calculated point set in the eastern right of way margin of U.S. Highway 17 (R/W Per Monuments Ref. NCDOT Proj. #6.803143), which calculated point marks the northwest corner of that property, now or formerly, owned by Camden County (referencing Deed Book 168, Page 502, and Plat Cabinet 4, Slide 51A, of the Camden County Public Registry - PIN: 017989004936000000); thence cornering and running along the following courses and distances: running north-northwest along a curve (Curve Data: Radius is 3,635.72'; Delta is 20° 16' 20"; Tangent is 649.98'; Chord is 1,279.68'; and Direction is North 35° 09' 31" West) a distance of 1,286.38 feet to a R/W Monument; thence running North 23° 50" 05' West 191.67 feet to a R/W Monument, which R/W Monument marks the point of intersection of the eastern right of way margin of U.S. Highway 17 (R/W Per Monuments Ref. NCDOT Proj. #6.803143) with the southern right of way margin of Keeter Barn Road (S.R. 1226 - 60' R/W [referencing Plat Cabinet 5, Slide 53B, of the Camden County Public Registry]); thence cornering and running along the southern right of way margin of Keeter Barn Road (S.R. 1226 - 60' R/W [referencing Plat Cabinet 5, Slide 53B, of the Camden County Public Registry]) North 67° 08' 23" East 1,233.84 feet to the found iron and POINT OF BEGINNING, containing 41.751 acres, and being more particularly described and delineated on that plat entitled in part, "Boundary Survey For Banff F. Luther and Holly A. Luther," dated December 18, 2018, prepared by Paul J. Toti, Professional Land Surveyor, which plat is recorded in Plat Cabinet 8, Slide 159, of the Camden County Public Registry, and which plat is incorporated herein by reference.



Boundless Opportunities.

# Board of Commissioners AGENDA ITEM SUMMARY SHEET

# **Old Business**

Item Number: 6.A

Meeting Date: August 02, 2021

Submitted By: Morgan Potts,

Planning & Zoning

Prepared by: Karen Davis

Item Title Appeal of Demolition Orders

Attachments: Agenda Summary 8-2-2021 Overton Demolition

Appeal (DOCX)

Demolition Orders\_Overton (PDF)

Agenda summary and supporting documentation attached.

## **Camden County Board of Commissioners**

## AGENDA ITEM SUMMARY SHEET

**Meeting Date:** August 2, 2021

**Attachments:** 3

**Submitted By:** Code Enforcement

**Item Title:** Appeal of Demolition Orders

• Abode of Camden, Inc.

Property Location: 1275 NC Hwy 343 S (Shiloh)

• Geraldine Overton

Property Location: 1330 NC Hwy 343 S (Shiloh)

• Geraldine Overton

Property Location: 165 & 167 Alder Branch Rd. (Shiloh)

## **Summary:**

On September 8, 2020, the Board of Commissioners held a hearing to consider resolutions ordering the demolition of dilapidated houses located at the above addresses. Following the hearing the Board of Commissioners asked Mr. Overton to prepare and submit a plan of action by the date of the November 2020 Board of Commissioners meeting to bring the houses into compliance with the code or demolish them. At the November 2020 meeting of the Board of Commissioners Mr. Overton stated that he has an investor interested in purchasing some of the houses and will move them off of the property and he is in the process of cleaning up the other properties. The Commission agreed to reconsider the matter at the February 2021 regular meeting. During the February 2021 meeting, a motion was made and approved to give the Overtons an additional six months to come into compliance and to consider the items at the August meeting; to date, no plan has been received regarding the disposal/removal of the dilapidated houses and no work has been done to bring the properties into compliance, with the exception of a junk school bus being removed from the property at 167 Alder Branch.

#### **Recommendation:**

**Motion**: Affirm the Code enforcement Officer's Demolition Orders for each property.

# Attachment: Demolition Orders\_Overton (3052 : Appeal of Demolition Orders - Keith Truman)

#### **BOARD OF COMMISSIONERS**

G. TOM WHITE Chairman ROSS B. MUNRO Vice Chairman

CLAYTON D. RIGGS RANDY KRAINIAK TIFFNEY WHITE



KENNETH BOWMAN County Manager

KAREN M. DAVIS Clerk to the Board

JOHN S. MORRISON County Attorney

WHEREAS, Section 150.22 of the Camden County Code of Ordinances sets out a procedure for violations of the State of North Carolina and County of Camden Building Code;

WHEREAS, Camden County Building Inspector (hereinafter "Inspector") properly inspected the Buildings located at 1330 NC Hwy 343 S Shiloh, NC 27974 on the 17 day of April, 2020 owned by Geraldine Overton and upon that inspection determined the Building to be unsafe. The unsafe character of the building was such that decay, bad condition of walls, unsafely supported structure, is likely to cause or contribute to blight, disease, vagrancy, or danger to children;

WHEREAS, Inspector sent proper written notice to Geraldine Overton 187 Thomas Point Road Shiloh, NC 27974 describing the unsafe nature of the building and requesting prompt corrective action be taken within thirty (30) days;

WHEREAS Geraldine Overton failed to take prompt corrective action and Inspector held a hearing after due notice was given to Geraldine Overton on the 1st day of June, 2020 and ordered to demolish the buildings or take other necessary steps;

WHEREAS Geraldine Overton timely appealed the Inspector's order before this Board pursuant to Section 150.22 (G)-(H);

WHEREAS the Board has conducted a quasi-judicial hearing on whether the Building at issue is unsafe and whether the Inspector's order should be affirmed, modified and affirmed, or revoked.

NOW THEREFORE BE IT RESOLVED the Buildings located at 1330 NC Hwy 343 S Shiloh, NC 27974 in Camden County, North Carolina are unsafe in that they constitute a fire or safety hazard, are dangerous to life, health or property, are likely to cause or contribute to blight, disease, vagrancy, or danger to children.

WHEREAS, the Board has concluded by clear and convincing evidence, and due deliberation, after the evidentiary portion of the quasi-judicial hearing, the Building at issue is unsafe and the Inspector's Order should be affirmed.

WHEREAS, the Board has concluded by clear and convincing evidence, and due deliberation, after the evidentiary portion of the quasi-judicial hearing, the Building at issue is unsafe and the Inspector's Order should be affirmed. NOW THEREFORE BE IT RESOLVED the order of the Inspector is hereby AFFIRMED.

Adopted this the day of	, 20		
Tom White		Karen Davis	
Chair		Clerk	

P. O. Box 190 ♦ 330 East Hwy 158 ♦ Camden, NC 27921 ♦ Phone (252) 338-6363 ♦ Fax (252) 331-7831

#### **BOARD OF COMMISSIONERS**

G. TOM WHITE Chairman ROSS B. MUNRO Vice Chairman

CLAYTON D. RIGGS RANDY KRAINIAK TIFFNEY WHITE



KENNETH BOWMAN County Manager

KAREN M. DAVIS Clerk to the Board

JOHN S. MORRISON County Attorney

WHEREAS, Section 150.22 of the Camden County Code of Ordinances sets out a procedure for violations of the State of North Carolina and County of Camden Building Code;

WHEREAS, Camden County Building Inspector (hereinafter "Inspector") properly inspected the Building located at 1275 NC Hwy 343 S Shiloh, NC 27974 on the 17 day of April, 2020 owned by Abode of Camden Inc. and upon that inspection determined the Building to be unsafe. The unsafe character of the building was such that decay, bad condition of walls, is likely to cause or contribute to blight, disease, vagrancy, or danger to children;

WHEREAS, Inspector sent proper written notice to Abode of Camden Inc. 187 Thomas Point Road Shiloh, NC 27974 describing the unsafe nature of the building and requesting prompt corrective action be taken within thirty (30) days;

WHEREAS Abode of Camden Inc. failed to take prompt corrective action and Inspector held a hearing after due notice was given to Abode of Camden Inc. on the 1st day of June, 2020 and ordered to demolish the building or take other necessary steps;

WHEREAS Abode of Camden Inc. timely appealed the Inspector's order before this Board pursuant to Section 150.22 (G)-(H);

WHEREAS the Board has conducted a quasi-judicial hearing on whether the Building at issue is unsafe and whether the Inspector's order should be affirmed, modified and affirmed, or revoked.

NOW THEREFORE BE IT RESOLVED the Building located at 1275 NC Hwy 343 S Shiloh, NC 27974 in Camden County, North Carolina is unsafe in that it constitutes a fire or safety hazard, is dangerous to life, health or property, is likely to cause or contribute to blight, disease, vagrancy, or danger to children.

WHEREAS, the Board has concluded by clear and convincing evidence, and due deliberation, after the evidentiary portion of the quasi-judicial hearing, the Building at issue is unsafe and the Inspector's Order should be affirmed.

NOW THEREFORE BE IT RESOLVED the order of the Inspector is hereby AFFIRMED.

Adopted this the day of, 20		
Tom White	Karen Davis	
Chair	Clerk	

P. O. Box 190 ♦ 330 East Hwy 158 ♦ Camden, NC 27921 ♦ Phone (252) 338-6363 ♦ Fax (252) 331-7831

#### **BOARD OF COMMISSIONERS**

G. TOM WHITE Chairman ROSS B. MUNRO Vice Chairman

CLAYTON D. RIGGS RANDY KRAINIAK TIFFNEY WHITE



KENNETH BOWMAN
County Manager

KAREN M. DAVIS Clerk to the Board

JOHN S. MORRISON County Attorney

WHEREAS, Section 150.22 of the Camden County Code of Ordinances sets out a procedure for violations of the State of North Carolina and County of Camden Building Code;

WHEREAS, Camden County Building Inspector (hereinafter "Inspector") properly inspected the Buildings located at 165 & 167 Alder Branch Road Shiloh, NC 27974 on the 17 day of April, 2020 owned by Geraldine Overton and upon that inspection determined the Building to be unsafe. The unsafe character of the building was such that decay, bad condition of walls, unsecure building, is likely to cause or contribute to blight, disease, vagrancy, or danger to children;

WHEREAS, Inspector sent proper written notice to Geraldine Overton 187 Thomas Point Road Shiloh, NC 27974 describing the unsafe nature of the building and requesting prompt corrective action be taken within thirty (30) days;

WHEREAS Geraldine Overton failed to take prompt corrective action and Inspector held a hearing after due notice was given to Geraldine Overton on the 1st day of June, 2020 and ordered to demolish the building or take other necessary steps;

WHEREAS Geraldine Overton timely appealed the Inspector's order before this Board pursuant to Section 150.22 (G)-(H);

WHEREAS the Board has conducted a quasi-judicial hearing on whether the Building at issue is unsafe and whether the Inspector's order should be affirmed, modified and affirmed, or revoked.

NOW THEREFORE BE IT RESOLVED the Buildings located at 165 & 167 Alder Branch Road Shiloh, NC 27974 in Camden County, North Carolina are unsafe in that they constitute a fire or safety hazard, are dangerous to life, health or property, are likely to cause or contribute to blight, disease, vagrancy, or danger to children.

WHEREAS, the Board has concluded by clear and convincing evidence, and due deliberation, after the evidentiary portion of the quasi-judicial hearing, the Building at issue is unsafe and the Inspector's Order should be affirmed.

NOW THEREFORE BE IT RESOLVED the order of the Inspector is hereby AFFIRMED.

Adopted this the day of	, 20		
Tom White		Karen Davis	
Chairman		Clerk to the Board	



Boundless Opportunities.

# Board of Commissioners AGENDA ITEM SUMMARY SHEET

# **New Business**

Item Number: 7.A

Meeting Date: August 02, 2021

Submitted By: Lisa Anderson, Tax Administrator

**Taxes** 

Prepared by: Lisa Anderson

Item Title June Monthly Report

Attachments: June2021monthlyreport (PDF)

Summary: June Monthly Report

Recommendation: Review and approve

# MONTHLY REPORT OF THE TAX ADMINISTRATOR TO THE CAMDEN COUNTY BOARD OF COMMISSIONERS

# **OUTSTANDING TAX DELINQUENCIES BY YEAR**

<u>YEAR</u>	REAL PROPERTY	PERSONAL PROPERTY
2020	146,418.57	9,428.93
2019	64,712.37	3,728.79
2018	28,922.86	1,928.11
2017	21,174.99	2,159.23
2016	9,163.41	1,255.44
2015	6,791.79	697.90
2014	9,893.85	1,030.08
2013	6,839.17	4,694.65
2012	5,683.74	7,328.61
2011	4,572.09	6,268.57

TOTAL REAL PROPERTY TAX UNCOLLECTED

304,172.84

TOTAL PERSONAL PROPERTY UNCOLLECTED

38,520.31

TEN YEAR PERCENTAGE COLLECTION RATE

99,55%

COLLECTION FOR

2021 vs. 2020

13,246.28 vs. 19,290.95

# LAST 3 YEARS PERCENTAGE COLLECTION RATE

2020

98.03%

2019

99.11%

2018

99.59%

# THIRTY LARGEST UNPAID ACCOUNTS

**SEE ATTACHMENT "A"** 

# THIRTY OLDEST UNPAID ACCOUNTS

**SEE ATTACHMENT "B"** 

# EFFORTS AT COLLECTION IN THE LAST 30 DAYS ENDING June 2021

# **BY TAX ADMINISTRATOR**

106	NUMBER DELINQUENCY NOTICES SENT
18	FOLLOWUP REQUESTS FOR PAYMENT SENT
1	_NUMBER OF WAGE GARNISHMENTS ISSUED
2	NUMBER OF BANK GARNISHMENTS ISSUED
6	NUMBER OF PERSONAL PHONE CALLS MADE BY TAX ADMINISTRATOR TO DELINQUENT TAXPAYER
0	_NUMBER OF PERSONAL VISITS CONDUCTED (COUNTY OFFICES)
0	PAYMENT AGREEMENTS PREPARED UNDER AUTHORITY OF TAX ADMINISTRATOR
0	NUMBER OF PAYMENT AGREEMENTS RECOMMENDED TO COUNTY ATTORNEY
0	NUMBER OF CASES TURNED OVER TO COUNTY ATTORNEY FOR COLLECTION (I.D. AND STATUS)
0	_REQUEST FOR EXECUTION FILES WITH CLERK OF COURTS
0	NUMBER OF JUDGMENTS FILED

R 01-8929-00-34-2503.0000 7,166.08 2 STONEBRIAR COMMERCIAL FINANCE SOUTH MI	ILLS HORSESHOE RD 301 JAPONICA DR
R   01-7989-00-01-1714.0000   6,743.01   10   CHARLES MILLER HEIRS   SOUTH MI	172 NECK RD HOLLY RD 115 COOKS LANDING RD 670 343 HWY N 104 HIGH RD WICKHAM RD 253 SLEEPY HOLLOW RD 503 SAILBOAT RD

Roll	Parcel Number	YrsDlq	Unpaid Amount	Taxpayer Name	City	Property Address
R R R R R R R R	01-7989-00-01-1714.0000 03-8899-00-45-2682.0000 03-8962-00-04-9097.0000 03-8952-00-95-8737.0000 03-8943-04-93-8214.0000 01-7999-00-32-3510.0000	10 10 10 10 10 10	6,743.01 3,287.34 2,835.96 2,070.66 1,923.24 1,886.17	CHARLES MILLER HEIRS SEAMARK INC. CECIL BARNARD HEIRS AUDREY TILLETT L. P. JORDAN HEIRS LEAH BARCO	SOUTH MILLS SHILOH SHILOH SHILOH SHILOH SOUTH MILLS SOUTH MILLS	HORSESHOE RD HOLLY RD NECK RD 171 NECK RD 108 CAMDEN AVE 195 BUNKER HILL RD 165 BUNKER HILL RD
R R R R R R R R R R R R R R R	01-7999-00-12-8596.0000 01-7080-00-62-1977.0000 03-8990-00-64-8379.0000 02-8935-01-07-0916.0000 01-7989-04-60-1954.0000 01-7989-04-60-1954.0000 01-7090-00-60-5052.0000 02-8936-00-24-7426.0000 01-7989-04-90-0938.0000 03-9809-00-24-6322.0000 03-8955-00-13-7846.0000 03-8980-00-61-1968.0000 03-8980-00-61-1968.0000 03-8980-00-64-197.0000 03-9809-00-45-1097.0000 03-9809-00-45-1097.0000	10 10 10 10 10 10 10 10 10 10 10	1,814.77 1,595.96 1,595.96 2889.29 867.82 788.20 755.07 711.58 645.45 579.30 281.11 277.97 200.75 149.69	MOSES MITCHELL HEIRS SANDERS CROSSING OF CAMDEN CO CHRISTOPHER FROST-JOHNSON ROSETTA MERCER INGRAM EMMA BRITE HEIRS CHRISTINE RIDDICK JOE GRIFFIN HEIRS BERNICE PUGH DORIS EASON DAVID B. KIRBY MARIE MERCER WILLIAMSBURG VACATION FRANK WRIGHT ETAL CARL TEUSCHER MICHAEL OBER ELIZABETH LONG	SOUTH MILLS SHILOH CAMDEN SOUTH MILLS SOUTH MILLS CAMDEN SOUTH MILLS CAMDEN SOUTH MILLS SHILOH CAMDEN SHILOH SHILOH SHILOH SHILOH SHILOH SHILOH SHILOH	117 OTTERS PL LITTLE CREEK RD 227 SLEEPY HOLLOW RD 116 BLOODFIELD RD 105 BLOODFIELD RD 117 GRIFFIN RD 113 BOURBON ST 1352 343 HWY N 499 SAILBOAT RD IVY NECK RD CAMDEN POINT RD WICKHAM RD 218 BROAD CREEK RD CENTERPOINT RD HIBISCUS RD
R R R R R R R R R R	03-9809-00-17-2462.0000 03-9809-00-17-2462.0000 01-7988-00-91-0179.0001 01-7091-00-64-6569.0000 03-8899-00-36-1568.0000 03-8962-00-55-5300.0000 03-9809-00-66-0120.0000 03-9809-00-54-8280.0000	10999999999	137.29 2,446.21 1,831.18 1,581.21 429.66 427.31 286.40 264.96	TODD ALLEN RIGGS DORA EVANS FORBES THOMAS L. BROTHERS HEIRS CLARENCE D. TURNER JR. PETER BUTSAVAGE OCTAVIA COPELAND HEIRS RANDELL CRIDER RODNEY STEVEN SPIVEY &	SHILOH SHILOH SOUTH MILLS SOUTH MILLS SHILOH SHILOH SHILOH SHILOH	LITTLE CREEK RD 352 SANDY HOOK RD  STINGY LN HIBISCUS RD 457 NECK RD SAILBOAT RD SAILBOAT RD

07/27/21 09:57:29

I Kaker

ax Report)
Η.
(3068
Attachment: June2021monthlyreport (

Roll	Parcel Number	Unpaid Amount	YrsDlq	Taxpayer Name	City		erty Address
		7 654 10		JOHN MATTHEW CARTE	CAMDEN CAMDEN CAMDEN CAMDEN CAMDEN CAMDEN CAMDEN SHILOH SHILOH CAMDEN CAMDEN CAMDEN CAMDEN SHILOH SHILOH CAMDEN CAMDEN CAMDEN CAMDEN SHILOH SOUTH MILLS CAMDEN	150	158 HWY
Ę	0001709	1,004.14	7	HENDERSON AUDIOMETRICS, INC.	CAMDEN	330	158 HWY E
ž	0000295	1,126.07	4	MICHARI C MICHRILE STONE	CAMDEN	107	RIDGE ROAD
Ę	0001104	901.30	4	MICHAEL & MICHELLE STONE	CAMDEN	รี้จัก	CAMDEN CSY
Ē.	0003780	847.11	<u> </u>	HENDERSON AUDIOMETRICS, INC. MICHAEL & MICHELLE STONE JAY ISBELL ADAM D. & TRACY J.W. JONES	CAMDEN	133	WALSTON LN
ñ	0000297	683.61	4	DAME D. & IRACI U.W. BOMES	CAMDEN	158	HWY E
₽	0000132	680.26	Ť	DAVID DOMAVANI OK.	CHIDEN	133	EDGEWATER DR
Р	0001046	633.87	19	THIEN VAN NGOIDN	SHITTOIL	105	AARON DR
P	0001072	549.09	10	PAM DUNDI	CAMDEM	431	158 US W
₽	0000738	526.42	10	LESLIE BINEKIDGE UK	CAMDEN	431	158 US W
P	0001538	495.97	ΤĎ	OFFICE FOMIN DAVID	CAMDEN	150	
P	0001681	458.48	9	STEVE WILLIAMS	CHILOH	849	SANDY HOOK RD S
P	0002194	422.00	3	AARON MICHAEL WHITE	SUITION	101	ROBIN CT W
P	0001230	411.11	9	JAMES NYE	POOTU MITTIE	431	158 US W
P	0001827	365.28	9	KAREN BUNDY	CHAINEN	4-3-T	130 02 **
₽	0003725	331.43	Ţ	DAKOTA FINANCIAL LLC	CAMDEN	220	SAILBOAT RD
₽	0000846	327.19	Ţ	TOAN TRINH	SHILLON COMMIT WILLS	229 138	
P	0003017	313.72	1	MARK STANLEY MICHALSKI	SOUTH MILLS	130	
P	0002525	295.97	1	JOSEPH VINCENT CARDYN	SHILOH	260	
P	0001694	288.99	9	THOMAS B. THOMAS HELKS	CAMDEN	100	158 HWY W
P	0001976	270.21	3	ANA ALICIA MARTINEZ LOPEZ	SHILOH	110	AARON DR HERMAN ARNOLD RD
P	0003722	270.00	1	LRM LEASING CO INC	CAMDEN	197	
P	0003405	239.23	2	JOHN R BARKER	SHILOH	108 319 612	SASSAFRAS LN
P	0001952	238.91	9	SANDY BOTTOM MATERIALS, INC	SOUTH MILLS	313	PONDEROSA RD
P	0001106	236.76	10	JAMI ELIZABETH VANHORN	SOUTH MILLS	917	MAIN ST
P	0003559	232.14	2	BENNY FARRELL TUCKER	ELIZABETH CITY	152	158 US W
Þ	0002924	219.96	1	PAUL BEAUMONT	CAMDEN	390	158 US W
P	0001721	213.91	1	CINDY MAYO	SOUTH MILLS	106	BINGHAM RD
P	0002442	200.37	4	ADAM D. & TRACY J.W. JONES DAVID DUNAVANT JR. THIEN VAN NGUYEN PAM BUNDY LESLIE ETHERIDGE JR JEFFREY EDWIN DAVIS STEVE WILLIAMS AARON MICHAEL WHITE JAMES NYE KAREN BUNDY DAKOTA FINANCIAL LLC TOAN TRINH MARK STANLEY MICHALSKI JOSEPH VINCENT CARDYN THOMAS B. THOMAS HEIRS ANA ALICIA MARTINEZ LOPEZ LRM LEASING CO INC JOHN R BARKER SANDY BOTTOM MATERIALS, INC JAMI ELIZABETH VANHORN BENNY FARRELL TUCKER PAUL BEAUMONT CINDY MAYO GERALD WHITE STALLS JR DIANE L. NOBLE	SOUTH MILLS	116	CHRISTOPHERS WAY
P	0003501	197.13	2	DIANE L. NOBLE	CAMDEN	152	
P	0000945	191.35	3	DIANE L. NOBLE RAMONA F. TAZEWELL	CAMDEN	239	SLEEPY HOLLOW RD

Roll	Parcel Number	YrsDlq	Unpaid Amount	Taxpayer Name	City	Prop	erty Address
P	0001709		1,654.12	JOHN MATTHEW CARTE THIEN VAN NGUYEN PAM BUNDY LESLIE ETHERIDGE JR JEFFREY EDWIN DAVIS KAREN BUNDY JAMI ELIZABETH VANHORN CAREY FARMS, INCORPORATED STEVE WILLIAMS JAMES NYE THOMAS B.THOMAS HEIRS SANDY BOTTOM MATERIALS, INC HENDERSON AUDIOMETRICS, INC. MARK SANDERS OVERMAN CYNTHIA MAE BLAIN	CAMDEN	150	158 HWY
P	0001703	10	633.87	THIEN WAN NCITYEN	SHILOH	133	EDGEWATER DR
P	0001048	10	549.09	DAM BITNEY	SHILOH	105	AARON DR
r.	0001072	10	526.42	TECTION TOTAL TO TO THE TOTAL STORE THE TOTAL STORE TO THE TOTAL STORE THE TOTAL S	CAMDEN	431	158 US W
Ę	0000736	10	495.97	TEGETA KINKI DAVIC	CAMDEN	431	158 US W
<u> </u>	0001538	10	365.28	OFFICE DOWN DAVID	CAMDEN	431	158 US W 158 US W
Ę	0001827	10	236.76	TAME DITONDO TAMBOON	SOUTH MILLS	612	MAIN ST
Ę	0001106	10	123.29	CAPEA BADMO INCODDUDAMED	COTTI MILLO	202	
Ę	0001639	Τ.	123.29	CAREI FARMO, INCORFORATED	CAMIEN	150	158 HWY W
ñ	0001681	2	458.48	DIBAE MITTING	COTTTU MITTE	101	ROBIN CT W
ñ	0001230	9	411.11	JAMES NIE	SOOTH NITHES	150	158 HWY W
ñ	0001694	5	288.99	CANDY DOWNON MAMERIAL CINC	COLLEG MALLS	210	DOMDEDOSA DD
5	0001952	9	238.91	SANDY BOTTOM MATERIALS, INC	SOUTH MITTIES	373	PONDEROSA RD 158 HWY E
ξ	0000295	≥	1,126.07	HENDERSON AUDIOMETRICS, INC.	CAMDEN	116	GARRINGTON ISLAND
P	0000385	5	121.17	MARK SANDERS OVERMAN CYNTHIA MAE BLAIN MARSHA GAIL BOGUES MICHAEL & MICHELLE STONE	SHAWBURU	116 122	DOCK LANDING LOOP
P	0002921	5	120.68	CANAHTA WAE BRAIN	SOUTH MILLS CAMDEN CAMDEN CAMDEN SHILOH SOUTH MILLS	276	BELCROSS RD
P	0000770	5	108.00	MARSHA GAIL BOGUES	CAMDEN	2/6	
P	0001104	4	901.36	MICHAEL & MICHELLE STONE	CAMDEN	107	RIDGE ROAD
P	0000297	4	683.61	ADAM D. & TRACY J.W. JONES	CAMDEN	133	WALSTON LN
₽	0001976	4	270.21	ANA ALICIA MARTINEZ LOPEZ	SHILOH	110	AARON DR
P	0002442	4	200.37	GERALD WHITE STALLS JR	SOUTH MILLS	116	CHRISTOPHERS WAY
₽	0000945	4	191.35	RAMONA F. TAZEWELL	CAMDEN SHILOH CAMDEN SOUTH MILLS	239	SLEEPY HOLLOW RD
P	0002468	4	139.53	WANDA HERNANDEZ WELLS	SHILOH	104	HIGH RD
P	0001150	4	136.45	WILLIAM MICHAEL STONE	CAMDEN	130	MILL DAM RD S
P	0002968	4	128.00	MICHAEL WILLIAM MAINELLO	SOUTH MILLS	237	KEETER BARN RD
₽	0001689	4	125.28	MICHAEL WAYNE MYERS	SOUTH MILLS	T0.7	ROBIN DR
P	0002194	3	422.00	AARON MICHAEL WHITE	SHILOH	849	SANDY HOOK RD S
P	0000846	3	327.19	TOAN TRINH	SHILOH	229	SAILBOAT RD
P	0002902	$\bar{3}$	162.96	STEPHANIE AUSMAN	SHILOH	204	POND RD
P	0001512	3	120.11	GERALD WHITE STALLS JR RAMONA F. TAZEWELL WANDA HERNANDEZ WELLS WILLIAM MICHAEL STONE MICHAEL WILLIAM MAINELLO MICHAEL WAYNE MYERS AARON MICHAEL WHITE TOAN TRINH STEPHANIE AUSMAN JOHN WESLEY BURGESS, JR. JOSEPH VINCENT CARDYN	CAMDEN	431	158 USY W
P	0001709 0001046 0001072 00001538 0001538 0001639 0001681 0001694 0001252 0000295 0000295 0000297 0001976 00012442 0000297 0001508 0002468 0001150 0002468 0001294 0002194 000292 0002194 00022525	2	295.97	JOSEPH VINCENT CARDÝN	SHILOH SHILOH CAMDEN SHILOH	260	ONE MILL RD

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# Board of Commissioners AGENDA ITEM SUMMARY SHEET

# **New Business**

Item Number: 7.B

Meeting Date: August 02, 2021

Submitted By: Ken Bowman,

Administration

Prepared by: Karen Davis

Item Title Resolution 2021-08-01 Accepting American Rescue Plan Act

**Funds** 

Attachments: Resolution 2021-08-01 Accepting American Rescue

Act Funds (DOCX)

# Summary:

In addition to following the applicable federal or state processes for receiving the ARP funds, a local governing board must vote to accept the funds. By adopting the Resolution, the Board authorizes the receipt of the funds and delegates the responsibility of executing necessary agreements on behalf of the Board to the County Manager.

# Recommendation:

Adoption of Resolution.



# Resolution 2021-08-01 County of Camden Resolution for Accepting American Rescue Plan Act Funds

**WHEREAS**, the County of Camden is eligible for funding from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (CSLRF).

**WHEREAS**, the North Carolina General Assembly will provide for the distribution of funds to eligible North Carolina municipalities; and

**WHEREAS**, before receiving a payment, the Board of Commissioners is required to formally accept the CSLRF funds;

**WHEREAS**, revenue received under the CSLRF must only be spent for purposes authorized by the CSLRF, and applicable regulations, and by state law;

**WHEREAS**, revenue received under the CSLRF must be accounted for in a separate fund and not co-mingled with other revenue for accounting purposes; and

**WHEREAS**, the County of Camden must comply with all applicable budgeting, accounting, contracting, reporting, and other compliance requirements for CSLRF funds.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the County of Camden that we do hereby accept and request CSLRF funding to be distributed by the State of North Carolina; and

**FURTHER RESOLVED** that the County of Camden affirms that the CSLRF revenue will only be used for the purposes prescribed in the CSLRF, and in US Treasury guidance in 31 CFR, Part 35, and any applicable regulations, and in accordance with state law; and

**FUTHER RESOLVED** that the County of Camden will comply with procedures created by the North Carolina General Assembly and the US Treasury Department to receive funds under the act; and

**FURTHER RESOLVED** that the County of Camden will account for CSLRF in a separate fund and not co-mingle it with other revenues for accounting purposes and will comply with all applicable federal and state budgeting, accounting, contracting, reporting, and other compliance requirements for CSLRF funds; and

**FURTHER RESOLVED** that the Board of Commissioners of the County of Camden designates and directs the County Manager to take all actions necessary on behalf of the Board of Commissioners to receive the CSLRF funds.

Adopted this, the 2 <sup>nd</sup> day of August 2021.	
Tom White, Chairman	Karen M. Davis
Camden County Board of Commissioners	Clerk to the Board of Commissioners



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# Board of Commissioners AGENDA ITEM SUMMARY SHEET

# **New Business**

Item Number: 7.C

Meeting Date: August 02, 2021

**Submitted By:** Stephanie Jackson, HR Director

Finance

Prepared by: Karen Davis

Item Title Resolution Approving Finance Terms

**Attachments:** Resolution Approving Financing Terms - Fire Station

(PDF)

# **Summary:**

It Is the intention of the South Mills Fire Department to modify the rate of the previously financed Fire Station from 3.89% to 2.01%. They will not be changing the term of the loan, only the rate. It will save them money over the term which can be used to purchase other needed equipment. The attached Resolution is needed to modify the rate through Truist Bank.

#### **Recommendation:**

Approval.

## **Resolution Approving Financing Terms**

WHEREAS, Camden County, NC ("Borrower") has previously determined to finance the modification of the 2013 Fire Station Note (the "Project"), and the Finance Director has now presented a proposal for the financing of such Project.

## BE IT THEREFORE RESOLVED, as follows:

- 1. The Borrower hereby determines to finance the Project through Truist Bank ("Lender") in accordance with the proposal dated June 29, 2021, or as such proposal may be supplemented or amended by Lender and the Borrower verbally or in writing. The amount financed shall not exceed \$362,499.99, the annual interest rate (in the absence of default or change in tax status) shall not exceed 2.01% and the financing term shall not exceed ten (10) years from the date of closing.
- All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution. The Financing Documents shall include a Financing Agreement and Deed of Trust and such other documents as Lender may request. Pursuant to the Financing Agreement and Deed of Trust, (a) Lender will advance moneys to the Borrower to pay the costs of the Project and the financing costs related thereto, and the Borrower will repay such advance in installments, and (b) the Borrower will grant a lien on the site of the Project, or portions thereof, together with all fixtures and improvements located thereon, to Lender as security for such advance.
- 3. The Finance Director is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to the Finance Director's satisfaction. The Finance Director is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Director shall approve, with the Finance Director's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.
- 4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).
- 5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for costs of the Project may be reimbursed from the financing proceeds.
- 6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this day of, 2021	
Ву:	Ву:
Title:	Title:
SEAL	



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# Board of Commissioners AGENDA ITEM SUMMARY SHEET

# **New Business**

Item Number: 7.D

Meeting Date: August 02, 2021

Submitted By: Ken Bowman,

Administration

Prepared by: Karen Davis

Item Title Opioid Settlement MOA

**Attachments:** Final Opioid MOA (PDF)

Signature pages - Opioid MOA (DOCX)

Resolution 2021-08-02 (DOCX)

# Summary:

County Attorney John Morrison will give an update on the Opioid Settlement Agreement and the Board will consider the attached Memorandum of Agreement and Resolution.

# MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

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### **Background Statement**

Capitalized terms not defined below have the meanings set forth in the Definitions section of the Statement of Agreement.

- **WHEREAS**, the State of North Carolina (the "State"), North Carolina counties and municipalities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic ("Pharmaceutical Supply Chain Participants"); and
- WHEREAS, certain North Carolina counties and municipalities, through their counsel, and the State, through its Attorney General, are separately engaged in ongoing investigations, litigation and settlement discussions seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misconduct; and
- **WHEREAS**, the State and the Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout North Carolina and in its local communities; and
- **WHEREAS**, while the Local Governments and the State recognize the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort; and
- **WHEREAS**, settlements resulting from the investigations and litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson are anticipated to take the form of a National Settlement Agreement; and
- **WHEREAS**, this Memorandum of Agreement ("MOA") is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreement and, to the extent appropriate, in other settlements related to the opioid epidemic reached by the state of North Carolina; and
- **WHEREAS**, North Carolina's share of settlement funds from the National Settlement Agreement will be maximized only if all North Carolina counties, and municipalities of a certain size, participate in the settlement; and
- **WHEREAS**, the National Settlement Agreement will set a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts (a "State-Subdivision Agreement"); and
- **WHEREAS**, this MOA is intended to serve as such a State-Subdivision Agreement under the National Settlement Agreement; and
- **WHEREAS**, the aforementioned investigations and litigation have caused some Pharmaceutical Supply Chain Participants to declare bankruptcy, and it may cause additional entities to declare bankruptcy in the future; and

WHEREAS, this MOA is also intended to serve as a State-Subdivision Agreement under resolutions of claims concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and North Carolina counties and municipalities and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement ("Bankruptcy Resolutions"); and

**WHEREAS**, specifically, this MOA is intended to serve under the Bankruptcy Resolution concerning Purdue Pharma L.P. as a statewide abatement agreement, and under this MOA, a statewide abatement agreement is a type of State-Subdivision Agreement.

## **Statement of Agreement**

The parties hereto agree as follows:

#### A. Definitions

As used in this MOA:

The terms "Bankruptcy Resolution," "MOA," "Pharmaceutical Supply Chain Participant," "State," and "State-Subdivision Agreement" are defined in the recitals to this MOA.

"Coordination group" refers to the group described in **Section E.7** below.

"County Incentive Fund" is defined in **Section G** below.

"Governing Body" means (1) for a county, the county commissioners of the county, and (2) for a municipality, the elected city council, town council, board of commissioners, or board of aldermen for the municipality.

"Incentive Eligible Local Government" is defined in **Section G** below.

"Local Abatement Funds" are defined in **Section B.2** below.

"Local Government" means all counties and municipalities located within the geographic boundaries of the State of North Carolina that have chosen to sign on to this MOA.

"MDL Matter" means the matter captioned *In re: National Prescription Opiate Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio.

"MDL Parties" means all parties who participated in the matter captioned *In re: National Prescription Opiate Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio as Plaintiffs.

"National Settlement Agreement" means a national opioid settlement agreement with the Parties and one or all of the Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

"Opioid Settlement Funds" shall mean all funds allocated by the National Settlement Agreement and any Bankruptcy Resolutions to the State or Local Governments for purposes of opioid remediation activities or restitution, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. Not included are funds made available in the National Settlement Agreement or any Bankruptcy Resolutions for the payment of the Parties' litigation expenses or the reimbursement of the United States Government.

"Parties" means the State of North Carolina and the Local Governments.

"Settling Defendants" means Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, as well as their subsidiaries, affiliates, officers, and directors named in a National Settlement Agreement.

"State Abatement Fund" is defined in **Section B.2** below.

### **B.** Allocation of Settlement Proceeds

- 1. <u>Method of distribution.</u> Pursuant to the National Settlement Agreement and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and to Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of the State or any Local Government unless and until such time as each annual distribution is made.
- 2. Overall allocation of funds. Opioid Settlement Funds shall be allocated as follows: (i) 15% directly to the State ("State Abatement Fund"), (ii) 80% to abatement funds established by Local Governments ("Local Abatement Funds"), and (iii) 5% to a County Incentive Fund described in **Section G** below.
- 3. Allocation of funds between Local Governments. The Local Abatement Funds shall be allocated to counties and municipalities in such proportions as set forth in **Exhibit G**, attached hereto and incorporated herein by reference, which is based upon the MDL Matter's Opioid Negotiation Class Model. The proportions shall not change based on population changes during the term of the MOA. However, to the extent required by the terms of the National Settlement Agreement, the proportions set forth in **Exhibit G** shall be adjusted: (i) to provide no payment from the National Settlement Agreement to any listed county or municipality that does not participate in the National Settlement Agreement; and (ii) to provide a reduced payment from the National Settlement Agreement to any listed county or municipality that signs onto the National Settlement Agreement after the initial participation deadline.
- 4. <u>Municipal allocations.</u> Within counties and municipalities:

- a. <u>Local Governments receiving payments.</u> The proportions set forth in **Exhibit G** provide for payments directly to (i) all North Carolina counties, (ii) North Carolina municipalities with populations over 75,000 based on the United States Census Bureau's Vintage 2019 population totals, and (iii) North Carolina municipalities who are also MDL Parties as of January 1, 2021.
- b. <u>Municipality may direct payments to county.</u> Any municipality allocated a share in **Exhibit G** may elect to have its share of current or future annual distributions of Local Abatement Funds instead directed to the county or counties in which it is located. Such an election may be made by January 1 each year to apply to the following fiscal year. If a municipality is located in more than one county, the municipality's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.
- 5. <u>Use of funds for opioid remediation activities.</u> This MOA requires that except as related to the payment of the Parties' litigation expenses and the reimbursement of the United States Government, all Opioid Settlement Funds, regardless of allocation, shall be utilized only for opioid remediation activities.
- 6. Relationship of this MOA to other agreements and resolutions. All Parties acknowledge and agree the National Settlement Agreement will require a Local Government to release all its claims against the Settling Defendants to receive Opioid Settlement Funds. All Parties further acknowledge and agree based on the terms of the National Settlement Agreement, a Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreement to release its claims. This MOA is not a promise from any Party that any National Settlement Agreement or Bankruptcy Resolution will be finalized or executed.

## C. Payment of Litigating and Non-Litigating Parties

No Party engaged in litigating the MDL Matter shall receive a smaller payment than a similarly situated non-litigating Party, other than as based on the Allocation Proportions in **Exhibit G** or based on the eligibility criteria for payments from the County Incentive Fund as provided by **Section G** below.

### D. Special Revenue Fund

- 1. <u>Creation of special revenue fund.</u> Every Local Government receiving Opioid Settlement Funds shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of the Opioid Settlement Funds.
- 2. <u>Procedures for special revenue fund.</u> Funds in this special revenue fund shall not be commingled with any other money or funds of the Local Government. The funds in the

special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an opioid remediation purpose consistent with the terms of this MOA and adopted under the process described in **Section E.6** below. Although counties or municipalities may make contracts with or grants to a nonprofit, charity, or other entity, counties or municipalities may not assign to another entity their rights to receive payments from the national settlement or their responsibilities for funding decisions.

3. <u>Interest earned on special revenue fund.</u> The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be placed in an interest-bearing bank account. Any interest earned on the special revenue fund must be used in a way that is consistent with this MOA.

## E. Opioid Remediation Activities.

- 1. <u>Limitation on use of funds.</u> Local Governments shall expend Opioid Settlement Funds only for opioid-related expenditures consistent with the terms of this MOA and incurred after the date of the Local Government's execution of this MOA, unless execution of the National Settlement Agreement requires a later date.
- 2. Opportunity to cure inconsistent expenditures. If a Local Government spends any Opioid Settlement Funds on an expenditure inconsistent with the terms of this MOA, the Local Government shall have 60 days after discovery of the expenditure to cure the inconsistent expenditure through payment of such amount for opioid remediation activities through budget amendment or repayment.
- 3. Consequences of failure to cure inconsistent expenditures. If a Local Government does not make the cure required by **Section E.2** above within 60 days, (i) future Opioid Fund payments to that Local Government shall be reduced by an amount equal to the inconsistent expenditure, and (ii) to the extent the inconsistent expenditure is greater than the expected future stream of payments to the Local Government, the Attorney General may initiate a process up to and including litigation to recover and redistribute the overage among all eligible Local Governments. The Attorney General may recover any litigation expenses incurred to recover the funds. Any recovery or redistribution shall be distributed consistent with **Sections B.3 and B.4** above.
- 4. Annual meeting of counties and municipalities within each county. Each county receiving Opioid Settlement Funds shall hold at least one annual meeting with all municipalities in the Local Government's county invited in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between local governments both within and beyond the county. These meetings shall be open to the public.
- 5. <u>Use of settlement funds under Option A and Option B.</u> Local Governments shall spend Opioid Settlement Funds from the Local Abatement Funds on opioid remediation activities using either or both of the processes described as Option A and Option B below, unless the relevant National Settlement Agreement or Bankruptcy Resolution further limit the spending.

### a. Option A.

- i. Without any additional strategic planning beyond the meeting described in **Section E.4** above, Local Governments may spend Opioid Settlement Funds from the list of High-Impact Opioid Abatement Strategies attached as **Exhibit A**. This list is a subset of the initial opioid remediation strategies listed in the National Settlement Agreement.
- ii. **Exhibit A** may be modified as set forth in Exhibit D below; <u>provided</u>, <u>however</u>, that any strategy listed on **Exhibit A** must be within the list of opioid remediation activities for the then-current National Settlement Agreement. Opioid remediation activities undertaken under a previously authorized strategy list may continue if they were authorized at the time of the Local Government's commitment to spend funds on that activity.

### b. Option B.

- A Local Government that chooses to participate in additional voluntary, collaborative, strategic planning may spend Opioid Settlement Funds from the broader list of categories found in **Exhibit B**. This list contains all the initial opioid remediation strategies listed in the National Settlement Agreement.
- ii. Before spending any funds on any activity listed in **Exhibit B**, but not listed on **Exhibit A**, a Local Government must first engage in the collaborative strategic planning process described in **Exhibit C**. This process shall result in a report and non-binding recommendations to the Local Government's Governing Body described in **Exhibit C** (right-hand column).
- iii. A Local Government that has previously undertaken the collaborative strategic planning process described in **Exhibit C** and wishes to continue implementing a strategy listed in **Exhibit B**, but not listed in **Exhibit A**, shall undertake a new collaborative strategic planning process every four years (or more often if desired).
- iv. A Local Government that has previously undertaken the collaborative strategic planning process described in **Exhibit C** that wishes to implement a new strategy listed in **Exhibit B** but not listed in **Exhibit A**, shall undertake a new collaborative strategic planning process.
- v. Two or more Local Governments may undertake a single collaborative strategic planning process resulting in a report and recommendations to all of the Local Governments involved.

- 6. Process for drawing from special revenue funds.
  - a. <u>Budget item or resolution required.</u> 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. <u>Budget item or resolution details.</u> 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.
- 7. Coordination group. A coordination group with the composition and responsibilities described in **Exhibit D** shall meet at least once a year during the first three years that this MOA is in effect. Thereafter, the coordination group shall meet at least once every three years until such time as Opioid Settlement Funds are no longer being spent by Local Governments.

### F. Auditing, Compliance, Reporting, and Accountability

- 1. Audits under Local Government Budget and Fiscal Control Act. Local Governments' Opioid Settlement Funds are subject to financial audit by an independent certified public accountant in a manner no less than what is required under G.S. 159-34. Each Local Government must file an annual financial audit of the Opioid Settlement Funds with the Local Government Commission. If any such audit reveals an expenditure inconsistent with the terms of this MOA, the Local Government shall immediately report the finding to the Attorney General.
- 2. Audits under other acts and requirements. The expenditure of Opioid Settlement Funds is subject to the requirements of the Local Government Budget and Fiscal Control Act, Chapter 159 of the North Carolina General Statutes; Local Government Commission rules; the Federal Single Audit Act of 1984 (as if the Opioid Settlement Funds were federal funds); the State Single Audit Implementation Act; Generally Accepted Government Auditing Standards; and all other applicable laws, rules, and accounting standards. For expenditures for which no compliance audit is required under the Federal Single Audit Act of 1984, a compliance audit shall be required under a compliance supplement approved by the coordination group.
- 3. <u>Audit costs.</u> Reasonable audit costs that would not be required except for this Section F may be paid by the Local Government from Opioid Settlement Funds..
- 4. Access to persons and records. During and after the term of this MOA, the State Auditor and Department of Justice shall have access to persons and records related to this MOA and expenditures of Opioid Settlement Funds to verify accounts and data affecting fees or

- performance. The Local Government manager/administrator is the point of contact for questions that arise under this MOA.
- 5. Preservation of records. The Local Government must maintain, for a period of at least five years, records of Opioid Settlement Fund expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the National Settlement Agreement, any Bankruptcy Resolutions, and this MOA.

### 6. Reporting.

- a. <u>Annual financial report required.</u> In order to ensure compliance with the opioid remediation provisions of the National Settlement Agreement, any Bankruptcy Resolutions, and this MOA, for every fiscal year in which a Local Government receives, holds, or spends Opioid Settlement Funds, the county or municipality must submit an annual financial report specifying the activities and amounts it has funded.
- b. <u>Annual financial report timing and contents.</u> The annual financial report shall be provided to the North Carolina Attorney General by emailing the report to opioiddocs@ncdoj.gov, within 90 days of the last day of the state fiscal year covered by the report. Each annual financial report must include the information described on **Exhibit E**.
- c. <u>Reporting to statewide opioid settlement dashboard.</u> Each Local Government must provide the following information to the statewide opioid settlement dashboard within the stated timeframes:
  - i. The budget or resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for a specific purpose or purposes during a specified period of time as described in **Section E.6.b** above (within 90 days of the passage of any such budget or resolution);
  - ii. If the Local Government is using Option B, the report(s) and non-binding recommendations from collaborative strategic planning described in **Section E.5.b.ii** above and **Exhibit C** (right hand column) (within 90 days of the date the report and recommendations are submitted to the local governing body for consideration);
  - iii. The annual financial reports described in Section F.6.a and **Exhibit E** (within 90 days of the end of the fiscal year covered by the report); and
  - iv. The impact information described in **Exhibit F** (within 90 days of the end of the fiscal year covered by the report).

The State will create an online portal with instructions for Local Governments to report or upload each of these four items by electronic means.

d. Copy to NCDOJ of any additional reporting. If the National Settlement Agreement or any Bankruptcy Resolutions require that a Local Government file, post, or provide a report or other document beyond those described in this MOA, or if any Local Government communicates in writing with any national administrator or other entity created or authorized by the National Settlement Agreement or any Bankruptcy Resolutions regarding the Local Government's compliance with the National Settlement Agreement or Bankruptcy Resolutions, the Local Government shall email a copy of any such report, document, or communication to the North Carolina Department of Justice at opioiddocs@ncdoj.gov.

### e. <u>Compliance and non-compliance</u>.

- i. Every Local Government shall make a good faith effort to comply with all of its reporting obligations under this MOA, including the obligations described in **Section F.6.c** above.
- ii. A Local Government that engages in a good faith effort to comply with its reporting obligations under **Section F.6.c** but fails in some way to report information in an accurate, timely, or complete manner shall be given an opportunity to remedy this failure within a reasonable time.
- iii. A Local Government that does not engage in a good faith effort to comply with its reporting obligations under this MOA, or that fails to remedy reporting issues within a reasonable time, may be subject to action for breach of contract.
- iv. Notwithstanding anything to the contrary herein, a Local Government that is in substantial compliance with the reporting obligations in this MOA shall not be considered in breach of this MOA or in breach of contract.
- 7. <u>Collaboration</u>. The State and Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, technical assistance. They will also coordinate with trusted partners to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

### **G.** County Incentive Fund

A Local Government receiving Settlement Proceeds pursuant to Section B.4.a shall be an Incentive Eligible Local Government if every municipality in the Local Government's county with population of at least 30,000 has executed this MOA by October 1, 2021, but no later than any such deadline set in the National Settlement Agreement for the highest possible participation in incentive structures for North Carolina. Each Incentive Eligible Local Government shall receive a share of the 5% County Incentive Fund set forth in Section B.2.iii, distributed pro rata among only Incentive Eligible Local Governments as set forth in Exhibit G. For purposes of the calculations required by this Section, populations will be based on United States Census Bureau's Vintage 2019 population totals, and a municipality with populations in multiple counties will be counted only toward the county which has the largest share of that municipality's population.

#### H. Effectiveness

1. When MOA takes effect. This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreement or any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement, this MOA will have no effect.

### 2. Amendments to MOA.

- a. Amendments to conform to final national documents. The Attorney General, with the consent of a majority vote from a group of Local Government attorneys appointed by the Association of County Commissioners, may initiate a process to amend this MOA to make any changes required by the final provisions of the National Settlement Agreement or any Bankruptcy Resolution. The Attorney General's Office will provide written notice of the necessary amendments to all the previously joining parties. Any previously joining party will have a two-week opportunity to withdraw from the MOA. The amendments will be effective to any party that does not withdraw.
- b. <u>Coordination group</u>. The coordination group may make the changes authorized in **Exhibit D**.
- c. No amendments to allocation between Local Governments. Notwithstanding any other provision of this MOA, the allocation proportions set forth in **Exhibit G** may not be amended.
- d. General amendment power. After execution, the coordination group may propose other amendments to the MOA, subject to the limitation in **Section H.2.c** above. Such amendments will take effect only if approved in writing by the Attorney General and at least two-thirds of the Local Governments who are Parties to this MOA. In the vote, each Local Government Party will have a number of votes measured by the allocation proportions set forth in **Exhibit G**.
- 3. <u>Acknowledgement.</u> The Parties acknowledge that this MOA is an effective and fair way to address the needs arising from the public health crisis due to the misconduct committed by the Pharmaceutical Supply Chain Participants.
- 4. When MOA is no longer in effect. This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by Local Governments pursuant to the National Settlement Agreement and any Bankruptcy Resolution.
- 5. <u>Application of MOA to settlements and bankruptcy resolutions</u>. This MOA applies to all settlements under the National Settlement Agreement with the Settling Defendants and any Bankruptcy Resolutions. The Parties agree to discuss the use, as the Parties may deem appropriate in the future, of the settlement terms set out herein (after any necessary

- amendments) for resolutions with Pharmaceutical Supply Chain Participants not covered by the National Settlement Agreement or a Bankruptcy Resolution.
- 6. Applicable law and venue. Unless required otherwise by the National Settlement Agreement or a Bankruptcy Resolution, this MOA shall be interpreted using North Carolina law and any action related to the provisions of this MOA must be adjudicated by the Superior Court of Wake County. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.
- 7. <u>Scope of MOA.</u> The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreement or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.
- 8. <u>No third party beneficiaries.</u> No person or entity is intended to be a third party beneficiary of this MOA.
- 9. <u>No effect on authority of parties</u>. Nothing in this MOA shall be construed to affect or constrain the authority of the Parties under law.
- 10. Signing and execution of MOA. This MOA may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile or electronic image shall be deemed an original signature for purposes of executing this MOA. Each person signing this MOA represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this MOA, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.

(Signature pages follow.)

Signature pages will be structured as one page for the State of North Carolina, followed by separate signature pages for each county.

These signature pages will also include blanks for the county's municipalities.

To avoid having 101 signature pages in the middle of this file, the signature pages are in a separate document.

## EXHIBIT A TO NC MOA: HIGH-IMPACT OPIOID ABATEMENT STRATEGIES ("OPTION A" List)

In keeping with the National Settlement Agreement, opioid settlement funds may support programs or services listed below that serve persons with Opioid Use Disorder (OUD) or any co-occurring Substance Use Disorder (SUD) or mental health condition.

As used in this list, the words "fund" and "support" are used interchangeably and mean to create, expand, or sustain a program, service, or activity.

- 1. **Collaborative strategic planning.** Support collaborative strategic planning to address opioid misuse, addiction, overdose, or related issues, including staff support, facilitation services, or any activity or combination of activities listed in Exhibit C to the MOA (collaborative strategic planning).
- 2. **Evidence-based addiction treatment.** Support evidence-based addiction treatment consistent with the American Society of Addiction Medicine's national practice guidelines for the treatment of opioid use disorder including Medication-Assisted Treatment (MAT) with any medication approved for this purpose by the U.S. Food and Drug Administration through Opioid Treatment Programs, qualified providers of Office-Based Opioid Treatment, Federally Qualified Health Centers, treatment offered in conjunction with justice system programs, or other community-based programs offering evidence-based addiction treatment. This may include capital expenditures for facilities that offer evidence-based treatment for OUD. (If only a portion of a facility offers such treatment, then only that portion qualifies for funding, on a pro rata basis.)
- 3. **Recovery support services.** Fund evidence-based recovery support services, including peer support specialists or care navigators based in local health departments, social service offices, detention facilities, community-based organizations, or other settings that support people in treatment or recovery, or people who use drugs, in accessing addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.
- 4. **Recovery housing support.** Fund programs offering recovery housing support to people in treatment or recovery, or people who use drugs, such as assistance with rent, move-in deposits, or utilities; or fund recovery housing programs that provide housing to individuals receiving Medication-Assisted Treatment for opioid use disorder.
- 5. **Employment-related services.** Fund programs offering employment support services to people in treatment or recovery, or people who use drugs, such as job training, job skills, job placement, interview coaching, resume review, professional attire, relevant courses at community colleges or vocational schools, transportation services or transportation vouchers to facilitate any of these activities, or similar services or supports.
- 6. **Early intervention.** Fund programs, services, or training to encourage early identification and intervention for children or adolescents who may be struggling with problematic use of drugs or mental health conditions, including Youth Mental Health

- First Aid, peer-based programs, or similar approaches. Training programs may target parents, family members, caregivers, teachers, school staff, peers, neighbors, health or human services professionals, or others in contact with children or adolescents.
- 7. Naloxone distribution. Support programs or organizations that distribute naloxone to persons at risk of overdose or their social networks, such as Syringe Service Programs, post-overdose response teams, programs that provide naloxone to persons upon release from jail or prison, emergency medical service providers or hospital emergency departments that provide naloxone to persons at risk of overdose, or community-based organizations that provide services to people who use drugs. Programs or organizations involved in community distribution of naloxone may, in addition, provide naloxone to first responders.
- 8. **Post-overdose response team.** Support post-overdose response teams that connect persons who have experienced non-fatal drug overdoses to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.
- 9. **Syringe Service Program.** Support Syringe Service Programs operated by any governmental or nongovernmental organization authorized by section 90-113.27 of the North Carolina General Statutes that provide syringes, naloxone, or other harm reduction supplies; that dispose of used syringes; that connect clients to prevention, treatment, recovery support, behavioral healthcare, primary healthcare, or other services or supports they need; or that provide any of these services or supports.
- 10. **Criminal justice diversion programs.** Support pre-arrest or post-arrest diversion programs, or pre-trial service programs, that connect individuals involved or at risk of becoming involved in the criminal justice system to addiction treatment, recovery support, harm reduction services, primary healthcare, prevention, or other services or supports they need, or that provide any of these services or supports.
- 11. **Addiction treatment for incarcerated persons.** Support evidence-based addiction treatment, including Medication-Assisted Treatment with at least one FDA-approved opioid agonist, to persons who are incarcerated in jail or prison.
- 12. **Reentry Programs.** Support programs that connect incarcerated persons to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need upon release from jail or prison, or that provide any of these services or supports.

### **EXHIBIT B TO NC MOA:**

## Additional Opioid Remediation Activities ("OPTION B" List)

This list shall be automatically updated to match the list of approved strategies in the most recent National Settlement Agreement.

### **PART ONE: TREATMENT**

### A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:<sup>1</sup>

- 1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
- 2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions.
- 3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
- 4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
- 5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
- 6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
- 7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

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<sup>&</sup>lt;sup>1</sup> As used in this Exhibit B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

- 8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
- 9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
- 10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
- 11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
- 12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
- 13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
- 14. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

### B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

- 1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
- 2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
- 3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
- 4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

- 5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
- 6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
- 7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
- 8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
- 9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
- 10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
- 11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
- 12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
- 13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
- 14. Create and/or support recovery high schools.
- 15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

# C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any cooccurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

- 1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
- 2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

- 3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
- 4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
- 5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
- 6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
- 7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.
- 8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
- 9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
- 10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
- 11. Expand warm hand-off services to transition to recovery services.
- 12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
- 13. Develop and support best practices on addressing OUD in the workplace.
- 14. Support assistance programs for health care providers with OUD.
- 15. Engage non-profits and the faith community as a system to support outreach for treatment.
- 16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

### D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice

system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

- 1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
- 2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
- 3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
- 4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
- 5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
- 6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
- 7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

## E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

- 1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women or women who could become pregnant who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
- 2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
- 3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
- 4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.
- 5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
- 6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
- 7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
- 8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
- 9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
- 10. Support for Children's Services Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

### **PART TWO: PREVENTION**

## F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

- 1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
- 2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
- 3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
- 4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
- 5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
  - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
- 6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
- 7. Increase electronic prescribing to prevent diversion or forgery.
- 8. Educate Dispensers on appropriate opioid dispensing.

### G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

- 1. Fund media campaigns to prevent opioid misuse.
- 2. Corrective advertising or affirmative public education campaigns based on evidence.
- 3. Public education relating to drug disposal.
- 4. Drug take-back disposal or destruction programs.
- 5. Fund community anti-drug coalitions that engage in drug prevention efforts.
- 6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
- 7. Engage non-profits and faith-based communities as systems to support prevention.
- 8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
- 9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
- 10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
- 11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
- 12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

### H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

- 1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
- 2. Public health entities that provide free naloxone to anyone in the community.

- 3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
- 4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
- 5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
- 6. Public education relating to emergency responses to overdoses.
- 7. Public education relating to immunity and Good Samaritan laws.
- 8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
- 9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
- 10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
- 11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
- 12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
- 13. Support screening for fentanyl in routine clinical toxicology testing.

### PART THREE: OTHER STRATEGIES

### I. FIRST RESPONDERS

In addition to items in sections C, D, and H of this Exhibit relating to first responders, support the following:

- 1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
- 2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

### J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

- 1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
- 2. A dashboard to share reports, recommendations, or plans to spend Opioid Settlement Funds; to show how Opioid Settlement Funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
- 3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
- 4. Provide resources to staff government oversight and management of opioid abatement programs.

#### K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

- 1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
- 2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

### L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

- 1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
- 2. Research non-opioid treatment of chronic pain.

- 3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
- 4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
- 5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
- 6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
- 7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
- 8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
- 9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

# EXHIBIT C to NC MOA: COLLABORATIVE STRATEGIC PLANNING PROCESS UNDER OPTION B

	ACTIVITY NAME	ACTIVITY DETAIL	CONTENT OF REPORT & RECOMMENDATIONS
A	Engage diverse stakeholders	Engage diverse stakeholders, per "ITEM A DETAIL" below, throughout the collaborative strategic planning process	Report on stakeholder engagement per "ITEM A DETAIL" below
В	Designate facilitator	Designate a person or entity to facilitate the strategic collaborative planning process. Consider a trained, neutral facilitator.	Identify the facilitator
С	Build upon any related planning	Build upon or coordinate with prior or concurrent planning efforts that address addiction, drug misuse, overdose, or related issues, including but not limited to community health assessments.	Report any related planning efforts you will build upon or coordinate with
D	Agree on shared vision	Agree on a shared vision for positive community change, considering how strategic investments of Opioid Settlement Funds have the potential to improve community health and well-being and address root causes of addiction, drug misuse, overdose, and related issues	Report on shared vision for positive community change
Е	Identify key indicator(s)	Identify one or more population-level measures to monitor in order to gauge progress towards the shared vision. (The NC Opioid Action Plan Data Dashboard contains several such measures.)	Report on the key indicators selected
F	Identify and explore root causes	Explore root causes of addiction, drug misuse, overdose, and related issues in the community, using quantitative data as well as stakeholder narratives, community voices, the stories of those with lived experience, or similar qualitative information	Report on root causes as described
G	Identify and evaluate potential strategies	Identify potential strategies to address root causes or other aspects of the opioid epidemic; identify these strategies (by letter or number) on EXHIBIT A or EXHIBIT B, and consider the effectiveness of each strategy based on available evidence	Identify and evaluate potential strategies
Н	Identify gaps in existing efforts	For each potential strategy identified (or for favored strategies), survey existing programs, services, or supports that address the same or similar issues; and identify gaps or shortcomings	Report on survey of and gaps in existing efforts
I	Prioritize strategies	Prioritize strategies, taking into account your shared vision, analysis of root causes, evaluation of each strategy, and analysis of gaps in existing efforts	Report on prioritization of strategies
J	Identify goals, measures, and evaluation plan	For each strategy (or favored strategy), develop goals and an evaluation plan that includes at least one process measure (How much did you do?), at least one quality measure (How well did you do it?), and at least one outcome measure (Is anyone better off?)	Report on goals, measures, and evaluation plan for each chosen strategy
K	Consider ways to align strategies	For each potential strategy identified (or for favored strategies), consider opportunities to braid Opioid Settlement Funds with other funding streams; develop regional solutions; form strategic partnerships; or to pursue other creative solutions	Report on opportunities to align strategies as described
L	Identify organizations	Identify organizations and agencies with responsibility to implement each strategy; and identify the human, material, and capital resources to implement each strategy	Identify organizations and needs to implement each strategy

M	Develop budgets and timelines	Develop a detailed global budget for each strategy with anticipated expenditures, along with timelines for completing components of each strategy	Report budgets and timelines for each strategy
N	Offer recommendations	Offer recommendations to local governing body (e.g., the county board, city council, or other local governing body)	Report recommendations to governing body
		ITEM A DETAIL: STAKEHOLDER INVOLVEMEN	NT
	STAKE- HOLDERS	DESCRIPTION	CONTENT OF REPORT & RECOMMENDATIONS
A- 1	Local officials	County and municipal officials, such as those with responsibility over public health, social services, and emergency services	Report stakeholder involvement (who and how involved in process)
A- 2	Healthcare providers	Hospitals and health systems, addiction professionals and other providers of behavioral health services, medical professionals, pharmacists, community health centers, medical safety net providers, and other healthcare providers	same as above
A- 3	Social service providers	Providers of human services, social services, housing services, and community health services such as harm reduction, peer support, and recovery support services	same
A- 4	Education and employment service providers	Educators, such as representatives of K-12 schools, community colleges, and universities; and those providing vocational education, job skills training, or related employment services	same
A- 5	Payers and funders	Health care payers and funders, such as managed care organizations, prepaid health plans, LME-MCOs, private insurers, and foundations	same
A- 6	Law enforcement	Law enforcement and corrections officials	same
A- 7	Employers	Employers and business leaders	same
A- 8	Community groups	Community groups, such as faith communities, community coalitions that address drug misuse, groups supporting people in recovery, youth leadership organizations, and grassroots community organizations	same
A- 9	Stakeholders with "lived experience"	Stakeholders with "lived experience," such as people with addiction, people who use drugs, people in medication-assisted or other treatment, people in recovery, people with criminal justice involvement, and family members or loved ones of the individuals just listed	same
A- 10	Stakeholders reflecting diversity of community	Stakeholders who represent the racial, ethnic, economic, and cultural diversity of the community, such as people of color, Native Americans, members of the LGBTQ community, and members of traditionally unrepresented or underrepresented groups	same

## EXHIBIT D TO NC MOA: COORDINATION GROUP

## **COMPOSITION**

The Coordination Group shall consist of the following twelve members:

Five Local Government Representatives

- Four appointed by the North Carolina Association of County Commissioners including:
  - One county commissioner
  - One county manager
  - One county attorney
  - One county local health director or consolidated human services director
- One municipal manager appointed by the North Carolina League of Municipalities

Four Experts Appointed by the Department of Health and Human Services

 Four appointed by the Secretary of the Department of Health and Human Services, having relevant experience or expertise with programs or policies to address the opioid epidemic, or with behavioral health, public health, health care, harm reduction, social services, or emergency services.

One Expert Appointed by the Attorney General

• One appointed by the Attorney General of North Carolina from the North Carolina Department of Justice or another state agency, having drug policy or behavioral health experience or expertise.

Two Experts Appointed by Legislative Leaders

- One representative from the University of North Carolina School of Government with relevant expertise appointed by the Speaker of the North Carolina House of Representatives.
- One representative from the board or staff of the North Carolina Institute of Medicine with relevant expertise appointed by the President Pro Tem of the North Carolina Senate.

The coordination group may appoint a non-voting administrator to convene meetings and facilitate the work of the coordination group. The administrator will not be paid from the Opioid Settlement Funds distributed under this MOA.

Appointees shall have relevant experience or expertise with programs or policies to address the opioid epidemic, behavioral health, public health, health care, social services, emergency services, harm reduction, management of local government, or other relevant areas.

Those responsible for making appointments to the coordination group are encouraged to appoint individuals who reflect the diversity of North Carolina, taking into consideration the need for geographic diversity; urban and rural perspectives; representation of people of color and

traditionally underrepresented groups; and the experience and perspective of persons with "lived experience." Those responsible for making appointments may appoint a successor or replace a member at any time. Members of the coordination group serve until they resign or are replaced by the appointer. Eight members of the coordination group constitutes a quorum.

### RESPONSIBILITIES

- a. As provided in **Section F.2** of the MOA, where no compliance audit would be required under the Federal Single Audit Act of 1984 for expenditures of Opioid Settlement Funds, a compliance audit shall be required under a compliance supplement established by a vote of at least 8 members of the coordination group. The compliance supplement shall address, at least, procedures for determining:
  - i. Whether the Local Government followed the procedural requirements of the MOA in ordering the expenditures.
  - ii. Whether the Local Government's expenditures matched one of the types of opioid-related expenditures listed in **Exhibit A** of the MOA (if the Local Government selected Option A) or **Exhibit B** of the MOA (if the Local Government selected Option B).
  - iii. Whether the Local Government followed the reporting requirements in the MOA.
  - iv. Whether the Local Government (or sub-recipient of any grant or loan, if applicable) utilized the awarded funds for their stated purpose, consistent with this MOA and other relevant standards.
  - v. Which processes (such as sampling) shall be used:
    - i. To keep the costs of the audit at reasonable levels; and
    - ii. Tailor audit requirements for differing levels of expenditures among different counties.
- b. The coordination group may, by a vote of at least 8 members, propose amendments to the MOA as discussed in **Section H** of the MOA or modify any of the following:
  - i. The high-impact strategies discussed in **Section E.5** of the MOA and described in **Exhibit A** to the MOA;
  - ii. The collaborative strategic planning process discussed in **Section E.5** of the MOA and described in **Exhibit C** to the MOA;
  - iii. The annual financial report discussed in **Section F.4** of the MOA and described in **Exhibit E** to the MOA;
  - iv. The impact information discussed in **Section F.4** of the MOA and described in **Exhibit F** to the MOA; or
  - v. Other information reported to the statewide opioid dashboard.

- c. The coordination group may, by consensus or by vote of a majority of members present and voting, work with the parties to this MOA, the North Carolina Association of County Commissioners, the North Carolina League of Municipalities, other associations, foundations, non-profits, and other government or nongovernment entities to provide support to Local Governments in their efforts to effectuate the goals and implement the terms of this MOA. Among other activities, the coordination group may coordinate, facilitate, support, or participate in any of the following activities:
  - i. Providing assistance to Local Governments in identifying, locating, collecting, analyzing, or reporting data used to help address the opioid epidemic or related challenges, including data referred to in **Exhibit F**;
  - ii. Developing resources or providing training or technical assistance to support Local Governments in addressing the opioid epidemic and carrying out the terms of this MOA;
  - iii. Developing pilot programs, trained facilitators, or other resources to support the collaborative strategic planning process described in this MOA;
  - iv. Developing and implementing a voluntary learning collaborative among Local Governments and others to share best practices in carrying out the terms of this MOA and addressing the opioid epidemic, including in-person or virtual convenings or connections;
  - v. Developing voluntary leadership training programs for local officials on strategies to address the opioid epidemic, opportunities for Local Governments to harness the ongoing transition to value-based healthcare, and other relevant topics;
  - vi. Taking other actions that support Local Governments in their efforts to effectuate the goals and implement the terms of this MOA but do not in any way change the terms of this MOA or the rights or obligations of parties to this MOA.

## EXHIBIT E TO NC MOA: ANNUAL FINANCIAL REPORT

Each annual financial report must include the following financial information:

- 1. The amount of Opioid Settlement Funds in the special revenue fund at the beginning of the fiscal year (July 1).
- 2. The amount of Opioid Settlement Funds received during the fiscal year.
- 3. The amount of Opioid Settlement Funds disbursed or applied during the fiscal year, broken down by funded strategy (with any permissible common costs prorated among strategies).
- 4. The amount of Opioid Settlement Funds used to cover audit costs as provided in Section F.3 of this MOA.
- 5. The amount of Opioid Settlement Funds in the special revenue fund at the end of the fiscal year (June 30).

All Local Governments that receive two-tenths of one percent (0.2 percent) or more of the total Local Government Allocation as listed in **Exhibit G** shall provide the following additional information:

- 6. For all Opioid Settlement Funds disbursed or applied during the fiscal year as reported in item 3 above, a single breakdown of the total amount disbursed or applied for all funded strategies during the fiscal year into the following categories:
  - a. Human resource expenditures.
  - b. Subcontracts, grants, or other payments to sub-recipients involved in implementing of the funded strategies listed item 4 above.
  - c. Operational expenditures.
  - d. Capital expenditures.
  - e. Other expenditures.
- 7. With respect to item 6.b above, the Local Government shall provide the following information for any sub-recipient that receives ten percent or more of the total amount that the Local Government disbursed or applied during the fiscal year:
  - a. The name of the sub-recipient.
  - b. The amount received by the sub-recipient during the fiscal year.
  - c. A very brief description of the goods, services, or other value provided by the sub-recipient (for example, "addiction treatment services" or "peer-support services" or "syringe service program" or "naloxone purchase").

The coordination group may clarify or modify specifications for this annual financial report as provided in Exhibit D.

## EXHIBIT F TO NC MOA: IMPACT INFORMATION

Within 90 days of the end of any fiscal year in which a Local Government expends Opioid Settlement Funds, the Local Government shall report impact information for each strategy that it funded with Opioid Settlement Funds during that fiscal year ("funded strategy"), using the STANDARD FORM or the SHORT FORM for each funded strategy.

The STANDARD FORM is recommended to all Local Governments for all funded strategies. However, Local Governments may use the SHORT FORM as follows:

- All Local Governments that receive less than 0.2 percent (two-tenths of one percent) of the
  total Local Government Allocation as shown on Exhibit G may use the SHORT FORM
  for all funded strategies.
- All Local Governments that receive 0.2 percent (two-tenths of one percent) or more but less than 0.3 percent (three-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** must use the STANDARD FORM for the funded strategy that received the largest amount of settlement funds during the fiscal year and may use the SHORT FORM for all other funded strategies.
- All Local Governments that receive 0.3 percent (three-tenths of one percent) or more but less than 0.4 percent (four-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** must use the STANDARD FORM for the two funded strategies that received the largest amount of settlement funds during the fiscal year and may use the SHORT FORM for all other funded strategies.

### STANDARD FORM

- 1. County or municipality and fiscal year covered by this report.
- 2. Name, title, and organization of person completing this report.
- 3. Name of funded strategy, letter and/or number of funded strategy on **Exhibit A** or **Exhibit B** to the MOA, and number and date of resolution(s) authorizing expenditure of settlement funds on funded strategy.
- 4. **Brief progress report** describing the funded strategy and progress made during the fiscal year. Recommended length: approximately one page (250 words).
- 5. **Brief success story** from a person who has benefitted from the strategy (de-identified unless the person has agreed in writing to be identified). Recommended length: approximately one page (250 words).
- 6. One or more process measures, addressing the question, "How much did you do?" Examples: number of persons enrolled, treated, or served; number of participants trained; units of naloxone or number of syringes distributed.
- 7. <u>One or more quality measures,</u> addressing the question, "How well did you do it?" Examples: percentage of clients referred to care or engaged in care; percentage of staff with

- certification, qualification, or lived experience; level of client or participant satisfaction shown in survey data.
- 8. One or more outcome measures, addressing the question, "Is anyone better off?" Examples: number or percentage of clients with stable housing or employment; self-reported measures of client recovery capital, such as overall well-being, healthy relationships, or ability to manage affairs; number or percentage of formerly incarcerated clients receiving community services or supports within X days of leaving jail or prison.
- 9. In connection with items 6, 7, and 8 above, <u>demographic information</u> on the participation or performance of people of color and other historically marginalized groups.

The State will provide counties and municipalities with recommended measures and sources of data for common opioid remediation strategies such as those listed in **Exhibit A**.

Counties or municipalities that have engaged in collaborative strategic planning are encouraged to use the measures for items 6 through 8 above identified through that process.

### **SHORT FORM**

- 1. County or municipality and fiscal year covered by this report.
- 2. Name, title, and organization of person completing this report.
- 3. Name of funded strategy, letter and/or number of funded strategy on **Exhibit A** or **Exhibit B** to the MOA, and number and date of resolution(s) authorizing expenditure of settlement funds on strategy.
- 4. **Brief progress report** describing the funded strategy and progress made on the funded strategy during the fiscal year. Recommended length: approximately one-half to one page (125-250 words).

## EXHIBIT G TO NC MOA: LOCAL GOVERNMENT ALLOCATION PROPORTIONS

## Counties:

Alamance	1.378028967612490%
Alexander	0.510007879580514%
Alleghany	0.149090598929352%
Anson	0.182192960366522%
Ashe	0.338639188321974%
Avery	0.265996766935006%
Beaufort	0.477888434887858%
Bertie	0.139468575095652%
Bladen	0.429217809476617%
Brunswick	2.113238507591200%
Buncombe	2.511587857322730%
Burke	2.090196827047270%
Cabarrus	1.669573446626000%
Caldwell	1.276301146194650%
Camden	0.073036400412663%
Carteret	1.128465593852300%
Caswell	0.172920237524674%
Catawba	2.072695222699690%
Chatham	0.449814383077585%
Cherokee	0.782759152904478%
Chowan	0.113705596126821%
Clay	0.224429948904576%
Cleveland	1.119928027749120%
Columbus	1.220936938986050%
Craven	1.336860190247190%
Cumberland	2.637299659634610%
Currituck	0.186778551294444%
Dare	0.533126731273811%
Davidson	1.940269530393250%
Davie	0.513147526867745%
Duplin	0.382785147396895%
Durham	1.797994362444460%
Edgecombe	0.417101939026669%
Forsyth	3.068450809484740%
Franklin	0.500503643290578%
Gaston	3.098173886907710%
Gates	0.079567516632414%
Graham	0.183484561708488%
Granville	0.590103409340146%

Greene	0.123274818647799%
Guilford	3.375015231147900%
Halifax	0.453161173976264%
Harnett	0.988980772198890%
Haywood	0.803315110111045%
Henderson	1.381595087040930%
Hertford	0.206843050128754%
Hoke	0.332485804570157%
Hyde	0.027237354085603%
Iredell	2.115931374540020%
Jackson	0.507757731330674%
Johnston	1.250887468217670%
Jones	0.087966986994631%
Lee	0.653115683614534%
Lenoir	0.604282592625687%
Lincoln	0.926833627125253%
Macon	0.466767666100745%
Madison	0.237776496104888%
Martin	0.232882220579515%
McDowell	0.587544576492856%
Mecklenburg	5.038301259920550%
Mitchell	0.309314151564137%
Montgomery	0.226050543041193%
Moore	0.971739112775481%
Nash	0.845653639635102%
New Hanover	2.897264892001010%
Northampton	0.120996238921878%
Onslow	1.644001364710850%
Orange	1.055839419023090%
Pamlico	0.119936151028001%
Pasquotank	0.374816210815334%
Pender	0.585749331860312%
Perquimans	0.111833180344914%
Person	0.403024296727131%
Pitt	1.369008066415930%
Polk	0.266142985954851%
Randolph	1.525433986174180%
Richmond	0.749132839979529%
Robeson	1.359735343574080%
	1.365368837477560%
Rockingham Rowan	2.335219287913370%
Rutherford	0.928941617994687%
	0.619513740526226%
Sampson	
Scotland	0.449148274209402%

Stanly 0.724974208589555% Stokes 0.623953112434303% Surry 1.410826706091650% Swain 0.281162928604502% Transylvania 0.497595509451435% Tyrrell 0.041440907207785%Union 1.466702679869700% Vance 0.536258255282162% Wake 4.902455667205510% Warren 0.106390583495122% Washington 0.074770720453604% Watauga 0.469675799939888% Wayne 0.970699333078804% Wilkes 1.997177160589100% Wilson 0.646470841490459% Yadkin 0.562147145073638% Yancey 0.382114976889272%

#### Municipalities:

Asheville	0.235814724255298%
Canton	0.011453823221205%
Cary	0.144151645370137%
Charlotte	1.247483814366830%
Concord	0.227455870287483%
Durham	0.380405026684971%
Fayetteville	0.309769055181433%
Gastonia	0.257763823789835%
Greensboro	0.527391696384329%
Greenville	0.162656474659432%
Henderson	0.032253478794181%
Hickory	0.094875835682315%
High Point	0.206428762905859%
Jacksonville	0.095009869783840%
Raleigh	0.566724612722679%
Wilmington	0.119497493968465%
Winston-Salem	0.494459923803644%

# MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

**IN WITNESS WHEREOF**, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

#### SIGNATURE PAGE FOR CAMDEN COUNTY AND ITS MUNICIPALITIES

#### **County Government**

CAIV	IDEN COUNT I				
By:	Name:				
	Date:	<u>Municipa</u>		ments	
 By:			By:		
Dy.	N.T.		Dy.	•	
	Title:			Title:	
	Date:			Date:	



#### **Resolution 2021-08-02**

# A RESOLUTION BY THE COUNTY OF CAMDEN APPROVING THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

**WHEREAS,** as of 2019, the opioid epidemic had taken the lives of more than 16,500 North Carolinians, torn families apart, and ravaged communities from the mountains to the coast; and

**WHEREAS**, the COVID-19 pandemic has compounded the opioid crisis, increasing levels of drug misuse, addiction, and overdose death; and

**WHEREAS,** the Centers for Disease Control and Prevention estimates the total "economic burden" of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuit against opioid manufacturers and pharmaceutical distribution companies and hold those companies accountable for their misconduct; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Memorandum of Agreement (MOA) to provide for the equitable distribution of any proceeds from a settlement of national opioid litigation to the State of North Carolina and to individual local governments; and

**WHEREAS**, Local Governments and the State of North Carolina anticipate a settlement in the national opioid litigation to be forthcoming; and

**WHEREAS**, by signing onto the MOA, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, once a negotiation is finalized, as quickly, effectively, and directly as possible; and

**WHEREAS,** it is advantageous to all North Carolinians for local governments, including Camden County and its citizens, to sign onto the MOA and demonstrate solidarity in response to the opioid epidemic, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and

**WHEREAS**, the MOA directs substantial resources over multiple years to local governments on the front lines of the opioid epidemic while ensuring that these resources are used in an effective way to address the crisis.

NOW, THEREFORE BE IT RESOLVED, Camden County hereby approves the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation, and any subsequent settlement funds that may come into North Carolina as a result of the opioid crisis. Furthermore, Camden County authorizes the County Manager (or County Attorney) to take such measures as necessary to comply with the terms of the MOA and receive any settlement funds, including executing any documents related to the allocation of opioid settlement funds and settlement of lawsuits related to this matter. Be it further resolved copies of this resolution and the signed MOA be sent to <a href="mailto:opioiddocs@ncdoj.gov">opioiddocs@ncdoj.gov</a> as well as forwarded to the North Carolina Association of County Commissioners at <a href="mailto:communications@ncacc.org">communications@ncacc.org</a>.

Adopted this the 2nd day of	of August, 2021.
	Tom White, Chairman
	Camden County Board of Commissioners
ATTEST:	
Karen M. Davis	
Clerk to the Board	



Boundless Opportunities.

# Board of Commissioners AGENDA ITEM SUMMARY SHEET

## **Board Appointments**

Item Number: 8.A

Meeting Date: August 02, 2021

**Submitted By:** Kim Perry,

Library

Prepared by: Karen Davis

Item Title Library Board

**Attachments:** 

#### **Summary:**

It is the request of staff that Nona Smith be reappointed to the Library Board for an additional term.

#### **Recommendation:**

Approval.



Boundless Opportunities.

# Board of Commissioners AGENDA ITEM SUMMARY SHEET

#### Consent Agenda

Item Number: 9.A

Meeting Date: August 02, 2021

**Submitted By:** Karen Davis, Clerk to the Board

Board of Commissioners Prepared by: Karen Davis

Item Title BOC Meeting Minutes - July 6, 2021

Attachments: bocminutes\_070621 (DOCX)

# Camden County Board of Commissioners Regular Meeting July 6, 2021 Closed Session – 5:30 PM Regular Meeting - 7:00 PM Historic Courtroom - Camden, North Carolina

#### MINUTES

A Regular Meeting of the Camden County Board of Commissioners was held on July 6, 2021 in the Historic Courtroom, Camden, North Carolina.

#### CALL TO ORDER

The meeting was called to order by Vice-Chairman Ross Munro at 5:30 PM. Also Present: Commissioners Clayton Riggs, Randy Krainiak, Tiffney White. Absent: Chairman Tom White.

#### **CLOSED SESSION**

Motion to go into Closed Session to discuss personnel, economic development and to consult with the County Attorney.

<b>RESULT:</b>	PASSED [4-0]
<b>MOVER:</b>	Clayton Riggs

**AYES:** Ross Munro, Clayton Riggs, Randy Krainiak, Tiffney White

**ABSENT:** Tom White

#### Motion to come out of Closed Session.

RESULT: PASSED [4-0]
MOVER: Randy Krainiak

**AYES:** Ross Munro, Clayton Riggs, Randy Krainiak, Tiffney White

**ABSENT:** Tom White

The Board of Commissioners came out of Closed Session at 6:45 PM and Vice-Chairman Munro recessed the meeting until 7:00 PM.

At 7:00 PM Vice-Chairman Munro reconvened the Board of Commissioners and welcomed everyone in attendance.

#### INVOCATION & PLEDGE OF ALLEGIANCE

Rev. William Sawyer gave the invocation and the Board led in the Pledge of Allegiance.

#### ITEM 1. CONSIDERATION OF AGENDA

#### Motion to approve the agenda as presented.

RESULT: PASSED [4-0]
MOVER: Clayton Riggs

AYES: Ross Munro, Clayton Riggs, Randy Krainiak, Tiffney White

**ABSENT:** Tom White

#### ITEM 2. CONFLICT OF INTEREST DISCLOSURE STATEMENT

Clerk to the Board Karen Davis read the Conflict of Interest Disclosure Statement.

#### ITEM 3. PUBLIC COMMENTS

- Brenda Bowman gave an update on the Camden Heritage Festival to take place October 9, 2021 from 10 AM to 3 PM.
- Cam Smart of Shiloh addressed the Board and expressed appreciation for the work that was done on the
  proposed Animal Ordinance. Ms. Smart also presented additional information in regard to a study by Dr.
  Carl Williams, DVM and Jodi Reber, RN entitled Exotic Animals: Rabies, Other Communicable Diseases
  & Ownership.
- Jeannie Bundy addressed the Board and shared her concerns in regard to the budget request from the Sheriff's Office for additional deputies. Ms. Bundy spoke in support of providing the additional deputies and inquired as to what will be done in the next 1 to 3 years to assist the Sheriff's Office with the new subdivisions that are going to increase the county's population by 7000 citizens.

#### **Special Presentation**

Vice-Chairman Munro recognized former Commissioner Garry Meiggs with the presentation of a plaque in appreciation for his 12 years of service on the Board of Commissioners.

#### ITEM 4. PRESENTATIONS

- A. Trillium Health Resources Bland Baker gave the Annual Report from Trillium Health Resources. Mr. Baker included the following in his report:
  - Trillium's Mission
  - Trillium Map Per Region
  - Medicaid Transformation
  - Organizational Changes
  - COVID-19 Impact
  - Project Updates
  - Consumers Served in Camden County
    - ➤ Mental Health 159
    - ➤ Substance Use 56
    - ➤ I/DD 31

Vice-Chairman Munro requested that Mr. Baker return when he feels appropriate and give an update on how the changes are progressing.

#### South Camden Water & Sewer District Board of Directors

Vice-Chairman Ross Munro recessed the Board of Commissioners and called to order the South Camden Water & Sewer District Board of Directors Meeting.

Public Comments - None

Consideration of the Agenda

#### Motion to approve the agenda as presented.

RESULT: PASSED [4-0]
MOVER: Tiffney White

**AYES:** Ross Munro, Clayton Riggs, Randy Krainiak, Tiffney White

**ABSENT:** Tom White

#### New Business

#### A. Monthly Report - Chuck Jones

South Camden Water & Sewer Board Monthly Work Order Statistics Report

Period: May 2021

	Submitted Work Orders	Completed Work Orders	Percentage Completed	Status of Uncompleted Work Orders
Water/Distribution	88	88	100%	0
Sewer/Collection	0	0	100%	0

New Services installed: 2

Locates:

Water Line: 90

Sewer Line: 8

Water & Sewer, same ticket: 17

Hydrant flow test: 0

Public Works Director Notes/Comments: Ten work orders have been reviewed for accuracy.

Water treated at the water treatment plant in May: 17 653 210

Daily average water usage for May: 569 000

Current treatment capacity at the water treatment plant: 720 000

SMWA Daily Consumption 2021

Date	January	February	March	April	May	June	July	August	September	October	November	December
1	153,300	136,100	132,200	124,000	219,600							
2	133,536	137,700	156,400	133,300	230,700							
3	153,700	136,000	147,000	154,000	185,100							
4	135,700	138,400	146,200	175,800	164,900							
5	127,100	133,000	124,600	149,700	172,300							
6	146,500	152,200	149,900	150,800	142,800							
7	140,200	161,000	194,600	169,000	136,600							
8	125,400	138,500	132,600	159,600	165,900							
9	148,300	124,500	153,700	135,100	175,500							
10	167,900	146,700	139,500	172,400	205,700							
11	152,500	133,900	137,900	195,300	148,700							
12	161,800	116,700	123,900	162,200	161,200							
13	118,500	150,200	164,800	144,200	154,000							
14	134,600	135,400	172,500	151,200	122,700							
15	127,300	167,800	137,700	141,300	212,100							
16	151,700	130,500	120,100	134,300	236,000							
17	159,300	146,400	141,500	181,600	183,700							
18	151,800	114,200	130,900	186,700	201,300							
19	128,400	140,900	130,600	146,200	200,300							
20	136,400	138,900	141,500	153,800	197,300							
21	149,000	175,800	171,800	134,800	186,900							
22	123,200	150,800	132,000	146,800	237,200							
23	139,200	132,600	148,400	138,900	279,600							
24	167,900	144,800	138,400	166,900	189,700							
25	142,300	114,900	177,100	180,600	183,500							
26	144,300	137,900	131,900	149,200	234,600							
27	125,900	140,800	158,700	194,300	214,300							
28	137,700	170,900	178,900	176,600	175,900							
29	150,200		143,700	178,200	159,700							
30	139,200		138,400	179,300	156,900							
31	164,800		151,300		222,200							
Total	4,437,636	3,947,500	4,548,700	4,766,100	5,856,900							

#### 2021 High Service Pump Flows

Month	Monthly Total	Average Daily Use
January 2021	14,226,700	.458,926
February 2021	13,244,900	.473,032
March 2021	15,859,340	.511,592
April 2021	14,481,270	.482,709
May 2021	17,653,210	.569,458
June 2021		
July 2021		
August 2021		
September 2021		
October 2021		
November 2021		
December 2021		
Yearly Totals		

	SOUTH CAMDEN WATER &	SEWER BOARD								
	MONTHLY WATER STATISTI	CS REPORT								
Date	Work Orders Submitted	Percentage Complete	Uncompleted	Water/Distribution	Sewer/Collection	Water Locates	Sewer Locates	Water/Sewer Locate	Hydrant Flow Test	New Svc Installed
2020										
May	48	100%	0%	46	2	88	15	2	0 flow/15 (painted)	
June	71	100%	0%	69	2	55	7	1	0 flow/21(painted)	
July	86	100%	0%	82	4	69	6	2	0	
August	72	100%	0%	71	1	64		1	0 flow/4(painted)	
Sept	86	100%	0%	84	2	90	15	0	0 flow/5(painted)	
Oct	99	100%	0%	99	C	65	4	3	0 flow/41 painted	
Nov	53	100%	0%	53	0	51	2	1	0	
Dec	59	100%	0%	57	2	77	6	3	0	
2021										
Jan	102	100%	0%	101	1	85	2	20	0	
Feb	87	100%	0%		2	81	22	4	0	
March	86	100%	0%		1	97	45	10	0	
April	65	100%	0%		0	92	28	19	0	
May	88	100%	0%	88	0	90	8	17	0	

Mr. Jones added that the County Administration Building is now hooked up to the county sewer system.

#### Motion to approve the monthly report as presented.

RESULT: PASSED [4-0]
MOVER: Clayton Riggs

**AYES:** Ross Munro, Clayton Riggs, Randy Krainiak, Tiffney White

**ABSENT:** Tom White

#### Motion to adjourn the South Camden Water & Sewer Board of Directors

RESULT: PASSED [4-0]
MOVER: Clayton Riggs

AYES: Ross Munro, Clayton Riggs, Randy Krainiak, Tiffney White

**ABSENT:** Tom White

Vice-Chairman Munro adjourned the South Camden Water & Sewer Board of Directors and reconvened the Board of Commissioners.

#### ITEM 5. PUBLIC HEARINGS

A. Ordinance 2021-07-01 Chapter 160D - Morgan Potts

Motion to open the Public Hearing for the Zoning Text Amendments for compliance with Chapter 160D.

RESULT: PASSED [4-0]
MOVER: Clayton Riggs

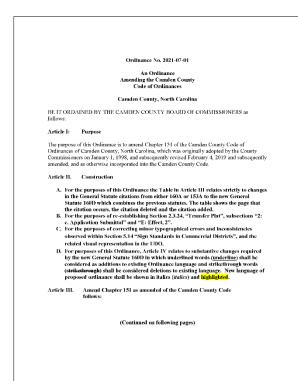
**AYES:** Ross Munro, Clayton Riggs, Randy Krainiak, Tiffney White

**ABSENT:** Tom White

The requested text amendment for "Vested Rights" and "Permit Choice" is necessary to comply with a new state law embodied in General Statute 160D. The Board of Commissioners initially heard and approved text amendments to 160D in March 2021; however, "Vested Rights" and "Permit Choice" were not incorporated. The county is required to include them in the UDO, per NCGS 160D.

At the March 2021 meeting, the "Transfer Plat" text was tabled, and has not been addressed since. It is the request of staff to reinstate the language, with no additional restrictions proposed. Language has been added to "Transfer Plat" that allows provisions for involuntary transfers (i.e. foreclosure, court order, or death of the property owner).

Lastly, Planning staff is seeking to correct simple typos found within the UDO. Staff is requesting approval of the requested text amendments within "Sign Standards in Commercial Districts" for clarity and consistency. The Planning Board voted unanimously to recommend approval of all the requested text amendments.



1 12 4	PROCESS TO CLAIM VESTED RIGHT
4	A landowner seeking to claim a vested right shall submit information to substantiate
	their claim of vesting status along with an application for a determination in
	accordance with Section 2.3.27, Vested Rights Determination Procedure
В.	Appeal of a decision on a determination application may be filed with the Board of
	Adjustment in accordance with Section 2.3.5. Appeal.
1.13.	FFFECT OF A VESTED RIGHT
A	Development approvals that have an established vested right in accordance with
	Section 160D-108 of the North Carolina General Statutes and this section shall
	preclude any action by the County that would change, alter, impair, prevent, diminish, or otherwise delay the development or use of the property authorized by the
	or otherwise actay the acveropment or use of the property authorized by the development approval, except where a change in State or federal law occurs and has a
	retroactive effect on the development or use.
B.	Except when subject to sub-section C below, amendments to this Ordinance shall not
	be applicable to any of the following development approvals after they are vested:
I.	Building or uses of land for which a development permit application has been
	submitted and approved in accordance with this Ordinance and Section 160D-108 of
	the North Carolina General Statutes;
2	Subdivisions of land for which a subdivision application has been submitted and
	approved in accordance with this Ordinance and Section 160D-108 of the North Carolina General Statutes;
	A site-specific vesting plan approved in accordance with this Ordinance and Section
<u> </u>	A sue-specific vesting plan approved in accordance with his Oranance and Section 160D-108.1 of the North Carolina General Statutes;
1	A multi-phase development approved in accordance with this Ordinance and Section
7.	160D-108 of the North Carolina General Statutes; and
5.	A vested right established by the terms of an approved development agreement in
	accordance with this Ordinance and Article 10 of Chapter 160D of the North Carolina
	General Statutes.
<i>C</i> .	Amendments to this Ordinance shall apply to vested development approvals if:
I.	A change to State or federal law occurs and has a retroactive effect on the development
	or use:
2.	There is written consent to be subject to the amendment by the landowner;
3.	The development approval expires; or
4.	The development is not undertaken or completed in accordance with the approval.
1.13.8	B DURATION
Veste	d rights shall commence upon approval of a development application and shall continue
	through the maximum duration periods established in this section.
A	BUILDING PERMITS

ssuance of a building permit establishes a vested right to developm months, as long as the building permit complies with the terms a approval of that building normal.

DEVELOPMENT APPROVALS

st for building permits, site-specific vesting plans, develo phase developments, any development approval under this Ordinance shall be vestee from changes in this Ordinance for a period of one year from the date of approval.

SITE SPECIFIC VESTING PLANS

NIE NPECHE (FESTING PLANS)
Canded County shall provide for rights to be vested for a period at minimum two you but not to exceed froe years where warranted in light of all relevant circumstances, including, but not limited to, the vize and phasing of development, the level off investiment, the need for the development, economic cycles, and market conditions or after considerations. These determinations are in the yound factorise from a Candia County and that he made following the process specified for the particular form of a discounter of the particular form of a discounter plan involved in accordance with which exists of 5 of this section.

Site-specific vesting plans meeting the definition of a multi-phase development shall be vested in accordance with Section 1.13.7.D. Multi-Phase Developments.

#### MULTI-PHASE DEVELOPMENTS

MCLIFTH IS. ID-FECTOMENTS.
A multi-phase declomment plant that occupies at least 25 acres of land area, is subject to a master plant that decises the types and intensities of all uses an part of the approad, and includes more than one plant so held be considered an a multi-plant backedopment plan that is granted a vested right to devolop for a period of yearn years from the date of approad of the first six plan associated with the development.

- or against one first we found assume with its necessary means.

  Vering shall commence upon approval of the step len for the first plune of the development.

  The vested right shall remain in affect provided the development does not expire and provided it compiles with all the applicable terms and conditions of the approval.
- E. DEVELOPMENT AGREEMENTS
  A development agreement shall be vested in accordance with the vesting term identified in the
- A. Vested rights established in accordance with this Ordinance shall run with the land.
- enter i peut seument in recomment un montre i mente i peut 
In no instance shall vested rights continue if the flound of Commissioners finds, aff duly noticed public bearing, that natural or man-made hazards resulting from the meelapanent would result in a solvin shreat to public health, safery, or welfare if if development were to be continued or completed. In the count of commerced but no completed work susceited with a development approval, vested rights shall engine within 24 months of the discontinuous of work. This 24 months of the discontinuous of work This 24 month period held not include the from avocated with work stopping resulting from an around or more of highlighting.

resulting from an appeal or linguition.

10 LIMITATIONS

The establishment of a vested right does not receive the County's application of overdro, youing district requirements or other development regulations that do not affer the type of load west of benin's or intensity.

A vested right shall not preclude the application of changes to building, free, plumbin electrical, or mechanical codes made after the development approval where a vested right was established.

#### 2.3.27. VESTED RIGHTS DETERMINATION PERMIT CHOICE AND VESTED RIGHTS

#### Purpose and Intent

rurpose and ment.

The purpose for the voted rights determination procedure section is to establish a obserption of the procedure for an applicant to request voting or protection from changes in this Credimanes that take place after approval of the application but prior to completion of an approved rist especific development plan in accordance with Mate Law.

This section is intended to implement Section 160D-108 of the North Carolina General Statutes, and in this section.

Applicability

A vested right may be established, in accordance with Section 153A 344.1 160D-108 of the North Carolina General Statutes, and this section.

on me Norm Caronna General Statutes, and this section.

2. A vosted rights determination shall be limited to development included in a site specific development plan. For the purposes of this caction, a site specific develope plan may be one of the following development approvals.

d. Major site plans for nonresidential development.

b. Site Specific Plans

comply with the terms of the approval or of this Ordinance.

In no instance shall the vesting status of a development approval continue after it is determined that the development approval was based upon intentional inaccurate information or material miscorpresentations.

3. An application for a vested rights determination shall be processed concurrently or after the approval of a special use permit, perlaminary plat, planned development, as major-site plan for nonresidential development, <u>volid building permit, site specific plan</u>, development approval, multi-plans development or a development agreement. Nothing shall limit an applicant from filing an application for a vested rights determination on a particular development application after construction has commenced.

ermit Chiece
If a development permit applicant submits a permit application for any type of
development and a rule or ordinance is ansended, including an amendment to a
applicable land development regulation, between the inter the development regraapplication was submitted and a development permit decision is made, the
development permit applicant true, those which adopted version of the rule or
ordinance will lamply to the neural and a nee of the building, structure, or land
inclined and decease of the first.

ardinance will apply to the permit and use of the building, structure, or land indicated on the permit application.

If the development permit application choices the version of the rule of ordinance applicable at the inner of the permit application, the development permit application is that the section of the monotheren to the rule, may, or ardinance arises to actin to the development permit. If on applicable rule on additions is mended after the development permit. If on applicable rule on illegal conditions it mended after the development permit. If no applicable rule on illegal condition is monoted, after the rule of permit application in the condition in applicable of the rule of the rul

€. D. Vested Rights Determination Procedure 1. Pre-Application Conference

Required (see Section 2.2.2, Pre-Application Conference).
 Application Submittal
 a. Application Submittal

 Applications may be initiated by the landowner or any person who may submit an application in accordance with Section 2.2.4.A, Authority to File Applications. 3. Staff Review

3. Staff Review
a. Applicable (see Section 2.2.5, Staff Review and Action).
b. The UDO Administrator shall review the application, prepare a staff report, and provide a recommendation in secondance with Section 2.3.27. D. Vested Rights Determination Review Standards.
4. Public Notice
a. Applicable (see Section 2.2.6, Public Notice).

5. Board of Commissioners Review and Decision

a. Applicable (see Section 2.2.9, Action by Review Authority, and Section 2.2.7, Public Meetings and Hearings).
b. The Isoard of Commissioners, after the conclusion of a legislative public hearing, shall decide the application in accordance with Section 2.3.27.D, Vested Rights Determination Review Mandards, c. The decision shall be one of the following: 1. Juproval of the vested rights determination as proposed. 2.2.2 Approval of a revised vested rights determination, or 3. Demad of vosted rights determination.

F. € Vested Rights Determination Review Standards
A vested rights determination shall be approved if:

1. The vested rights determination is for an approved site-specific development plan;

#### E. F. Effect

The Charlest rights determination shall be approved prior to issuance of a building permit.

2. The establishment of a vested right shall not proclude the application of overlay zoning district provisions that impose additional requirements but do not affect the allowable type and intensity of use, or through ordinances that are general in nature and are applicable to all property subject to land use regulation by the County, including, but not limited to, building, fire, plumbing, electrical, and mechanical codes.

3. Notwithstanding any provision of this section, the establishment of a vested right under this section shall not preclude, change or impair the authority of the county to adopt and enforce development regulation provisions governing non-conforming situations or uses. 4. A vosted right obtained under this section is not a personal right, but shall attach to and run with the applicable property. After approval of a vested right under this section, all successors to the original landowner shall be entitled to exercise such rights.

Amendment of vested rights determination may only be reviewed and considered in accordance with the procedures and standards established for its original approval.

a. At the end of the applicable vesting period; or

a. As the class of the applications for the development subject to the development subject to the development subject to the determination is not submitted within two years of the approval of the vested determination is associated with a special two permit, preliminary plat, or major site plan, or five years of the approval of a vested rights determination associated with a planned development. or

c. Upon a finding by the Board of Commissioners after notice and an evidentiary hearing, that:

- i. Natural or man-made hazards on or in the immediate vicinity of the land, if uncorrected, would pose a serious threat to the public health, safety, and welfare if the project were to proceed as contemplated.

  ii. The landowner or landowner's representative intentionally supplied inaccurate information or made material misrepresentations which affected the approval of the site specific development plant or setted rights determination; or the setted in the setted rights determination; or description of the setted rights determination; or description of the setted rights and other losses incurred by the landowner, including but not limited to, all feep road in consideration of financing, and all notificated planting, mark-ting, legal, and other consultant fees incurred after approval of the determination in ori include any diministration of the setted at led legal result if participations and include any diministration in the value of the land which is caused by such a scion, or:

  e. With the written consent of the affected landowner.
- 2. Upon enactment or promulgation of a State or federal law or regulation that precludes development as contemplated in the site-specific development plan, the Board of Commissions may modify the affected provisions of the determination by ordinance, if after conducting a hearing, it finds the changed conditions created by the change in the State or federal law have a fundamental effect on the site specific development plan.

plan.

G. [Appeal of a decision on a planned development shall be subject to review by the District I Superior Court.

2. Petitions for review must be filed with the Clerk of Court within 30 days of the date the decision is filed in the office of the appropriate review authority and delivered by personal delivery, electronic mail, or first class mail to the applicant, landowner, and to any person with one submitted in written request for a copy, prior to the date the decision becomes effective.

(Continued on following page)

#### 2.3.24 TRANSFER PLAT C. Transfer Plat Procedure

ranster Plat Procedure
2. Application Submittal
5. Application Submittal
6. Application Submittal
6. Application Submittal
6. Administrators valual review copy of proposed deed for a statement. DEED
6. STRUCTON Deed drawn up with the following restriction: "In accordance with
4. Article 151,2,3,24 of the Canaden County Unified Development Ordinance, property
cannot be sald for a period of five (5) years or until the child's 18th birthday
(whichever is greater) from date of recording."

2. In cases where a transfer plat is proposed to transfer lots from a grandparent to a

2-in-one-owhere a functive pint is proposed to timular ton from a grandparent to a grandfully, the granter shift himse would the property-for previous to your value unbertied through toolste or intestite succession.

2. Land subject to a transfer plat shall be titled under the immediate family member's name for a period of at least five years or until the immediate family member reaches the age of 18 obticherer is greateney, with the exception of involution prompting for the forecomme, court order, or death of the immediate family member.

#### 5.14.11. SIGN STANDARDS IN COMMERCIAL DISTRICTS

I.Pg. 5-68: Insert Header above second example.

RECOMMENDEDCORRECTION: Insert beader with columns stating "Type of

2.Pg. 5-68: Window Sign, Column 5: "May be substituted for so RECOMMENDED CORRECTION: Delete text in box.

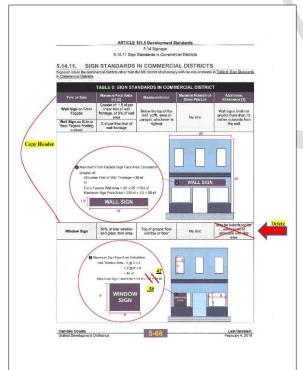
3.Pg. 5-68: Table 0: Sign Standards in Commercial District: Example A, bottom:
RECOMMENDED CORRECTION: Correct example equation to state \$10% for consistency;
total should be \$2.

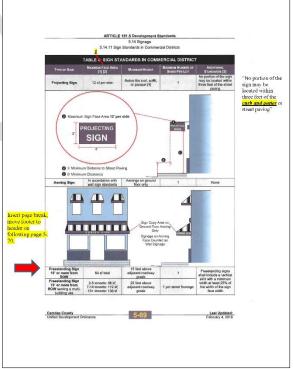
4.Pg. 5-69: "Table 9". RECOMMENDED CORRECTION: Correct to Table <u>I.</u>

5.Pg. 5-69, "Projecting Sign, Column 5: "Additional Standards": "No portion of the sign may be located within three feet of the <u>curb and putter</u> or street paving.
RECOMMENDED CORRECTION: Addition of curb and gutter.

 $6.\mathrm{Pg.}$  5-69; Bottom Footer; RECOMMENDED CORRECTION; Remove; duplicate of header found on page 5-70.

7.Pg. 5-70: "Table 9". RECOMMENDED CORRECTION: Correct to Table 2.





Public Comments - None

#### Motion to close the Public Hearing.

RESULT: PASSED [4-0]
MOVER: Tiffney White

**AYES:** Ross Munro, Clayton Riggs, Randy Krainiak, Tiffney White

**ABSENT:** Tom White

#### Motion to add Ordinance 2021-07-01 to the agenda.

RESULT: PASSED [4-0]
MOVER: Clayton Riggs

**AYES:** Ross Munro, Clayton Riggs, Randy Krainiak, Tiffney White

**ABSENT:** Tom White

#### Motion to approve Ordinance 2021-07-01 as presented for the following reasons:

- The proposed text amendments do not result from any events affecting land use and development
  patterns so it is neither consistent nor inconsistent with the Camden County Comprehensive Plan
  content.
- The proposed amendments are supporting of the Plan's purposes:
  - Establish the legal foundation for zoning and subdivision changes
  - ➤ Guide future land-use decisions
  - ➤ Provide a legal foundation for future land-use related regulations

RESULT: PASSED [4-0]
MOVER: Clayton Riggs

AYES: Ross Munro, Clayton Riggs, Randy Krainiak, Tiffney White

**ABSENT:** Tom White

#### ITEM 6. NEW BUSINESS

#### A. Personnel Policy - Ken Bowman

The Camden County Personnel Policy was last updated July 2, 2001 and was overdue to be reviewed and made current with existing Local, State and Federal guidelines. A number of modifications to the Finance Policy, 2021, Electronic Communications Policy in February, 2017 and the Travel Policy, August, 2019 have been made and where applicable have been incorporated into this rewrite. The last major modification was the Step and Grade Pay Plan which was approved by the Board of Commissioners and effective January 1, 2020. Staff is recommending adoption of the Camden Personnel Policy effective July 6, 2021.

#### Motion to approve the revised Personnel Policy as presented.

RESULT: PASSED [4-0]
MOVER: Clayton Riggs

AYES: Ross Munro, Clayton Riggs, Randy Krainiak, Tiffney White

**ABSENT:** Tom White

The Personnel Policy is available for public inspection in the Human Resources Office as well as the county website and is herein incorporated by reference.

B. Animal Control and Protection Ordinance – Ken Bowman

The current Animal Ordinance for Camden County, NC was adopted in 2001. The Animal Control & Protection Ordinance was first brought to the Board's attention during the April 2021 meeting when Ms. Cam Smart made her presentation with concerns over the situation with the hybrid wolves being located next to her property in Camden Point. After a review of the current ordinance by staff it was determined that a complete rewrite was necessary in order to bring this document in line with current regulations and statutes. That revision was introduced at the June 7, 2021 meeting but, per NCGS statute, could not be considered on the date of introduction due to the absence of a commissioner . The document presented for consideration has been updated along with reviews and comments provided by Citizens, the Sheriff's Office, County Staff, and County Attorney. Staff recommends adoption.

A copy of the Animal Control & Protection Ordinance will be available for Public Inspection in the County Administration Offices and on the county website and is herein incorporated by reference.

#### Motion to adopt the Animal Control and Protection Ordinance as presented.

RESULT: PASSED [4-0]
MOVER: Tiffney White

**AYES:** Ross Munro, Clayton Riggs, Randy Krainiak, Tiffney White

**ABSENT:** Tom White

#### C. Success Academy Lease Agreement – Ken Bowman

A triple-net lease agreement was made and entered into on the 1<sup>st</sup> day of July 2018 by, and between, County of Camden and Success Academy for 3's and 4's whose address is 151 Gumberry Road Camden, NC 27921.

The term of this Lease shall be Five (5) Years, beginning on July 1<sup>st</sup>, 2018 and ending June 30<sup>th</sup>, 2023 with an option for renewal. The Landlord agreed to waive the rental fee for Twenty-Four Months (24 months) commencing on July 1, 2018 through June 30<sup>th</sup>, 2020. In lieu of rent Tenant repaired and up-fitted the interior of the building based on the estimated repairs received from local contractors. At the conclusion of the Twenty-Four-month period commencing on July 1, 2020 the Tenant shall pay to the Landlord or its Agent without demand, an annual Lease Year Base of \$1,000.00 per month for Twelve months. At the end of year Three (June 30, 2021) Landlord and Tenant will renegotiate the monthly rental amount.

After renegotiation of the current rental fee by Staff and the Tenant, Staff is recommending increasing the monthly rental fee for year 4 to \$1500.00 per month for the next twelve months beginning July 1<sup>st</sup>, 2021 through June 30<sup>th</sup>, 2022. For year 5 beginning July 1<sup>st</sup>, 2022 the rental fee will increase to \$1875.00 for the remaining twelve months ending June 30<sup>th</sup>, 2023. At the end of year 5 the current lease will need to be renegotiated. Per the current lease agreement, the Landlord grants to the Tenant the option to renew this Lease for additional Terms ("Option Term") on the same covenants and conditions as are herein contained, except as modified by this provision and agreement.

## Motion to approve the terms of the lease agreement and addendum with Success Academy for 3's and 4's as presented.

RESULT: PASSED [4-0]
MOVER: Clayton Riggs

**AYES:** Ross Munro, Clayton Riggs, Randy Krainiak, Tiffney White

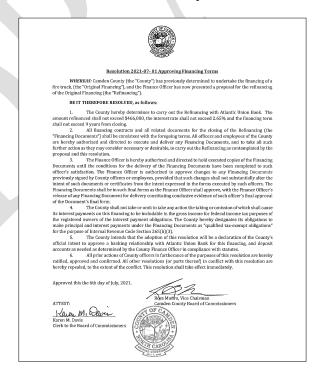
**ABSENT:** Tom White

	ADDENDUM
	ment hereby dated//_2021 is an alteration of the writtenen the following two parties:
<b>Legal Entity: Tenant</b> Success Academy for 3's 151 Gumberry Road Can	
AND	
econd Legal Entity: La Tamden County 130 East Highway 158, C	<del></del>
Both above listed legal	entities have previously agreed in the original Lease ability to make alterations to the original agreement if botl
Original Lease The term of this Lease sh 30th, 2023 with an optio	hall be Five (5) Years, beginning on July 1st, 2018 and ending Jur. n for renewal.
commencing on July 1, 2: up-fitted the interior of t contractors. At the conci July 1, 2020 the Tenant s Lease Year Base of \$1,00	waive the rental fee for Twenty-Four Months (24 months) 018 through June 30th, 2020. In lieu of rent Tenant repaired and he building based on the estimated repairs received from local suison of the Twenty-Four-month period commencing on shall pay to the Landlord or its Agent without demand, an annua 0.00 per month for Twelve months. At the end of year Three at and Tenant will re-negotiate the monthly rental amount.
rental fee for year four w months beginning July 1 <sup>st</sup> , 2022 the rental fee w ending June 30 <sup>th</sup> , 2023. A Per the current lease agr this Lease for additional <sup>7</sup>	ne current rental fee by Staff and the Tenant, the monthly ill increase to \$1500.00 per month for the next twelve *9, 2021 through June 30*9, 2022. For year five beginning July ill increase to \$1875.00 for the remaining twelve months the end of year five the current lease may be re-negotiated. eement, the Landlord grants to the Tenant the option to renew Terms ("Option Term") on the same covenants and conditions except as modified by this provision and agreement.

ADDE	NDUM
We hereby agree to the new terms as set forth Agreement as referenced above.	n in this addendum letter to the Lease
ENTERED into this theday of	, 2021_,
Success Academy for 3's and 4's	Attest
By:Chairman, Board of Trustees	Secretary
	[Seal]
Camden County	Attest
By Chairman, Board of Commissioners  THIS INSTRUMENT HAS BEEN PREAUDITED GOVERNMENT BUDGET AND FISCAL CONTROL  Stephane B. Apckern	0LACT. 7   6   2021
Camden County Finance Officer	Date
	Page 2 of

D. Resolution 2021-07-01 Approving Financing Terms (South Mills VFD Fire Truck) - Stephanie Jackson

It is the intention of the South Mills Fire Department to refinance the fire truck with Atlantic Union Bank. The interest rate is being reduced to save money over the next 9 years. The Resolution is needed to approve the refinancing of the truck. Is it the recommendation of staff to adopt the Resolution.



#### Motion to adopt Resolution 2021-07-01 approving the financing terms for the South Mills VFD fire truck.

RESULT: PASSED [4-0]
MOVER: Tiffney White

AYES: Ross Munro, Clayton Riggs, Randy Krainiak, Tiffney White

**ABSENT:** Tom White

#### E. Tax Report – Ken Bowman

MONTHLY REPORT OF THE TAX ADMINISTRATOR TO THE CAMDEN COUNTY BOARD OF COMMISSIONERS								
OUTSTANDING TAX DELINQUENCIES BY YEAR								
YEAR	REAL PROPERTY	PERSONAL PROPERTY						
2020	159,145.59	9,577.93						
2019	69,269.51	3,755.65						
2018	30,752.57	1,928.05						
2017	21,174.99	1,959.72						
2016	9,196.69	1,253.37						
2015	6,791.79	695.83						
2014	9,893.85	1,030.08						
2013	6,721.86	4,694.65						
2012	5,683.74	7,383.98						
2011	4,572.09	6,259.34						

TOTAL REAL PROPERTY TAX UNCO	LECTED	323,202.68
TOTAL PERSONAL PROPERTY UNCO	DLLECTED	38,538.60
TEN YEAR PERCENTAGE COLLECTION	N RATE	99.53%
COLLECTION FOR 2021 vs. 2020		18,342.69 vs. 37,690.05
LAST 3 YEARS PERCENTAGE COLLE	CTION RATE	
2020	97.87%	
2019	99.05%	
2018	99.57%	

## EFFORTS AT COLLECTION IN THE LAST 30 DAYS ENDING May 2021 BY TAX ADMINISTRATOR

- 46 NUMBER DELINQUENCY NOTICES SENT
- 18 FOLLOWUP REQUESTS FOR PAYMENT SENT
- 2 NUMBER OF WAGE GARNISHMENTS ISSUED
- 3 NUMBER OF BANK GARNISHMENTS ISSUED
- 1 NUMBER OF PERSONAL PHONE CALLS MADE BY TAX ADMINISTRATOR
  TO DELINQUENT TAXPAYER
- NUMBER OF PERSONAL VISITS CONDUCTED (COUNTY OFFICES)
- PAYMENT AGREEMENTS PREPARED UNDER AUTHORITY OF TAX ADMINISTRATOR
- 0 NUMBER OF PAYMENT AGREEMENTS RECOMMENDED TO COUNTY ATTORNEY
- NUMBER OF CASES TURNED OVER TO COUNTY ATTORNEY FOR COLLECTION (I.D. AND STATUS)
- o REQUEST FOR EXECUTION FILES WITH CLERK OF COURTS
- NUMBER OF JUDGMENTS FILED

#### 30 Largest Unpaid – Real

	1					
Roll	Parcel Number	Unpaid Amount	YrsDlq	Taxpayer Name	City	Property Address
2	01-8929-00-34-2503.0000	7 166 00		STONEBRIAR COMMERCIAL FINANCE	SOUTH MILLS	
R.	02-8944-00-75-7172.0000	7,166.08 7,048.48 6,743.01	2	KIM SAWYER	CAMDEN	110 MILL DAM RD N
R.	01-7989-00-01-1714.0000	6 743 01	10	CHARLES MILLER HEIRS	SOUTH MILLS	HORSESHOE RD
TC.	02-8943-01-17-4388.0000	5,818.24	2	THOMAS REESE	CAMDEN	201 TARONTCA DR
r.	02-8923-00-19-3774.0000	5,557.52	1	NMJ PROPERTIES LLC	CAMDEN	421 159 HG W
D.	02-8934-01-17-4778.0000	5,094.04	4	LARRY G. LAMB SR	CAMDEN	301 JAPONICA DR 431 158 US W 152 158 US W
R	03-8899-00-16-2671.2425	5,078.56		SPRING LOTUS LLC	SHILOH	141 EDGEWATER DR
R.	02-8935-02-66-7093.0000	5,076.56	÷	B. F. ETHERIDGE HEIRS	CAMDEN	158 US E
R.	03-8971-00-23-2253.0000	4,894.34 4,662.42	3	ABODE OF CAMDEN, INC.	CHIDEN	197 C THOMAS DOTN'T PO
n n	03-8953-04-80-5726.0000	4,492.81	- 1	CHESAPEAKE ASSOCIATES LIMITED	CAMDEN SHILOH SHILOH	187 C THOMAS POINT RD 917 343 HWY S
R.	02-8934-01-18-8072.0000	4,426.60	± -	ARNOLD AND THORNLEY, INC.	CAMDEN	146 158 US W
R.	02-8945-00-41-2060.0000	3,954.27	1 3 2 1 2 2	LASELLE ETHERIDGE SR. HEIRS	CAMDEN	168 BUSHELL RD
n n	02-8934-01-29-4776.5853	3,334.27	7	HASTINGS REVOCABLE TRUST	CAMDEN	110 158 US W
D.	02-8944-00-36-1417.0000	3,941.82 3,880.77 3,764.55	2	ROSA ALICE FEREBEE HEIRS	CAMDEN	165 IVY NECK RD
D.	03-8972-00-54-4332.0000	3,000.77	7	GILBERT WAYNE OVERTON &	SHITTOH	1330 343 HWY S
D.	02-8934-01-29-4617.0000	3,626.50	1 2 1 2	JAMES B. SEYMOUR ETAL	CAMDEN SHILOH CAMDEN	112 158 US W
Ď	02-8944-00-99-1027.0000	3,592.32	2	JOHNNIE MERCER HEIRS	CAMDEN	MCKIMMEY RD
D.	01-7999-00-62-3898.0000	3,520.40	3 2 2	MICHAEL ASKEW	SOUTH MILLS	257 A OLD SWAMP RD
D	03-8962-00-05-0472.0000	3,370.70	5	FRANK MCMILLIAN HEIRS	SHILOH	172 NECK RD
D	03-8899-00-45-2682.0000	3,373.73	10	SEAMARK INC.	SHILOH	HOLLY RD
Ď	03-8943-02-75-4196.0000	3,379.79 3,287.34 3,214.14	-3	SHERRILL M PRICE JR	SHILOH	115 COOKS LANDING RD
D	02-8916-00-39-5170.0000	2,969.22	2	DONALD RAY JONES	SHILOH SHILOH CAMDEN	670 343 HWY N
Ď.	03-9809-00-23-4988.0000	2,877.90	î	WANDA H WELLS	SHILOH	104 HIGH RD
Ŕ	03-8962-00-67-1021.0000	2 835 96	4	CECIL BARNARD HEIRS	SHILOH	WICKHAM RD
Ř	02-8935-01-08-8786.0000	2,835.96 2,768.57 2,683.75	4 2 2 2	LINWOOD GREGORY	CAMDEN	253 SLEEPY HOLLOW RD
R	03-9809-00-24-8236.0000	2,683.75	2	GENE W IRBY	SHILOH SOUTH MILLS	503 SAILBOAT RD
Ŕ	01-7090-00-70-3221.0000	2,576.73	2	LONZO FISHER GREGORY	SOUTH MILLS	406 OLD SWAMP RD
R	02-8934-03-31-9750.0000	2,458.30	ĩ	CAROLYN MCDANIEL	CAMDEN	195 COUNTRY CLUB RD
R	03-8965-00-37-4242.0000	2,446.21	3	DORA EVANS FORBES	SHILOH	195 COUNTRY CLUB RD 352 SANDY HOOK RD
R	03-8973-00-53-0748.0000	2,359.26	2	MORRIS L. KIGHT III	SHILOH	134 D STANLEY LN

#### 30 Oldest Unpaid - Real

Roll	Parcel Number	YrsDlq	Unpaid Amount	Taxpayer Name	City	Property Address
R	01-7989-00-01-1714.0000	10	6,743.01	CHARLES MILLER HEIRS	SOUTH MILLS	HORSESHOE RD
	03-8899-00-45-2682.0000	10	3,287.34	SEAMARK INC.	SHILOH	HOLLY RD
R ·	03-8962-00-04-9097.0000	10	2,835.96	CECIL BARNARD HEIRS	SHILOH SHILOH	NECK RD
P	03-8952-00-95-8737.0000	ĩň	2,070.66	AUDREY TILLETT	SHILOH	171 NECK RD
p	03-8943-04-93-8214.0000	10	1,923.24	L. P. JORDAN HEIRS	SHILOH	108 CAMDEN AVE
p	01-7999-00-32-3510.0000	10	1,886.17	LEAH BARCO	SOUTH MILLS	195 BUNKER HILL RD
D D	01-7999-00-12-8596.0000	10	1,000.17	MOSES MITCHELL HEIRS	COUNTY MILLS	165 BUNKER HILL RD
D	01-7080-00-62-1977.0000	10	1,814.77 1,595.95	SANDERS CROSSING OF CAMDEN CO	SOUTH MILLS SOUTH MILLS	117 OTTERS PL
D.	03-8990-00-64-8379.0000	10	1,236.66	CHRISTOPHER FROST-JOHNSON	SHILOH	LITTLE CREEK RD
D.	02-8935-01-07-0916.0000	10	982.92	ROSETTA MERCER INGRAM	CAMDEN	227 SLEEPY HOLLOW RD
n.	01-7989-04-60-1568.0000	10 10 10 10 10 10 10 10 10 10 10 10 10 1	982.92 889.29	EMMA BRITE HEIRS	SOUTH MILLS	116 BLOODFIELD RD
D.	01-7989-04-60-1954.0000	10	867.85	CHRISTINE RIDDICK	SOUTH MILLS	105 BLOODFIELD RD
T.	01-7090-00-60-5052.0000	10	788.26	JOE GRIFFIN HEIRS	SOUTH MILLS	117 GRIFFIN RD
E .	02-8936-00-24-7426.0000	10	788.20	JOE GRIFFIN HEIRS	SOUTH MILLS CAMDEN	
R	01-7989-04-90-0938.0000	10	755.07	BERNICE PUGH		113 BOURBON ST
ĸ		10	711.58	DORIS EASON	SOUTH MILLS	1352 343 HWY N
ĸ	03-9809-00-24-6322.0000	10	645.45	DAVID B. KIRBY	SHILOH	499 SAILBOAT RD
K	02-8955-00-13-7846.0000	10	579.39	MARIE MERCER	CAMDEN SHILOH SHILOH	IVY NECK RD
ĸ	03-8980-00-61-1968-0000	10	346.06 281.11	WILLIAMSBURG VACATION	SHILOH	CAMDEN POINT RD
K	03-8962-00-60-7648.0000	10	281.11	FRANK WRIGHT ETAL	SHILOH	WICKHAM RD
R	03-8980-00-84-0931.0000	10	277.92	CARL TEUSCHER	SHILOH	218 BROAD CREEK RD
R	03-9809-00-45-1097.0000	10	200.75	MICHAEL OBER	SHILOH	CENTERPOINT RD
R	03-8899-00-37-0046.0000	10	149.69	ELIZABETH LONG	SHILOH SHILOH	HIBISCUS_RD
R	03-9809-00-17-2462.0000	10	137.29	TODD ALLEN RIGGS	SHILOH	LITTLE CREEK RD
R	03-8965-00-37-4242.0000	9	2,446.21	DORA EVANS FORBES	SHILOH	352 SANDY HOOK RD
R	01-7988-00-91-0179.0001	9	1,831.18	THOMAS L. BROTHERS HEIRS	SOUTH MILLS	
R	01-7091-00-64-6569.0000	9	1,581.21	CLARENCE D. TURNER JR.	SOUTH MILLS	STINGY LN
	03-8899-00-36-1568.0000	1000000999999999	429.66	PETER BUTSAVAGE	SHILOH	HIBISCUS RD
R	03-8962-00-55-5300.0000	9	427.31	OCTAVIA COPELAND HEIRS	SHILOH SHILOH	457 NECK RD
R	03-9809-00-66-0120.0000	9	286.40	RANDELL CRIDER	SHILOH	SAILBOAT RD
R	03-9809-00-54-8280.0000	9	264.96	RODNEY STEVEN SPIVEY &	SHILOH	SAILBOAT RD

#### 30 Largest Unpaid – Personal

Roll	Parcel Number	Unpaid Amount	YrsDlq	Taxpayer Name	City	Property Address
P	Parcel Number	1,654.12	4	JOHN MATTINEW CARTE HENDERSON AUDIOMETRICS, INC. MICHAEL & MICHELLE STONE JAY ISBELL AT TRACY J.W. JONES DAVID DURAVANT JR. FARM SUMDY LESLIE ETHERIDGE JR JEFFREY EDWIN DAVIS STEVE WILLIAMS JOSEPH VINCENT CARDYN AARON MICHAEL WHITE JOSEPH VINCENT CARDYN AARON MICHAEL WHITE JOSEPH VINCENT CARDYN DAKOTA FINANCIAL LLC TOAN TRINH MARK STANLEY MICHAELSKI THOMAS B. THOMAS HEIRS ANA ALICIA MARTINEZ LOPE SANNY BOTTOM MATERIALS, INC JAMT ELIZABTH VANHORN BENNY FARRELL TUCKER PAUL BERGER SANNY FARRELL TUCKER PAUL BERGER SANNY FARRELL TUCKER PAUL BERGER ALDRICALE TUCKER PAUL BERGER ALDRICALE TUCKER PAUL BERGER CINDY MAYO GLOW WHITE STALLS JR DIANE L. NOBLE	CAMDEN	150 158 HWY
1 1	0000295	1,126.07	2	HENDERSON AUDIOMETRICS, INC.	CAMDEN	330 158 HWY E
1 5	0001104	901.36	4	MICHAEL & MICHELLE STONE	CAMDEN	10 / KIDGE KOMD
1 5	0003780	847.11	,	ADAM D C DDACK I W TONEC	CAMDEN	122 NATERON IN
1 5	0000297	903.01	**	DAVID DINAMAND TO	CAMDEN	150 MWTP2TON TW
1 5	0000132	633.07	, , , , , , , , , , , , , , , , , , ,	DAVID DUNAVANT UK.	CAMIDEN	133 EDGEWATER DR
1 5	0001046	E40.00	70	THIEN VAN NGOIEN	SULTON	10E MADON DD
1 5	0001072	545.05	10	FAM DONDI	CAMDEN	421 1E0 ITC W
l 5	0001538	495 97	10	TERRORY POWIN DAVIS	CAMDEN	431 158 US W
1 5	0001338	459.49	10	STRUR WILLIAMS	CAMDEN	150 158 HWY W
l õ	0002525	453 00	5	JOSEPH VINCENT CAPDVN	SHILOH	260 ONE MILL RD
l 5	0002323	422 00	รั	AARON MICHAEL WHITE	SHILOH	849 SANDY HOOK RD S
) õ	0001230	411 11	ă	TAMES NYE	SOUTH MILLS	101 ROBIN CT W
) õ	0001827	365 28	á	KAREN BUNDY	CAMDEN	431 158 IIS W
l 5	0003725	331 43	ĩ	DAKOTA FINANCIAL LLC	CAMDEN	
l 5	0000846	327.19	ī	TOAN TRINH	SHILOH	229 SAILBOAT RD
l õ	0003017	313.72	ī	MARK STANLEY MICHALSKI	SOUTH MILLS	138 CAROLINA RD
l 5	0001694	288.99	9	THOMAS B. THOMAS HETRS	CAMDEN	150 158 HWY W
l 5	0001976	270.21	র	ANA ALICTA MARTINEZ LOPEZ	SHILOH	110 AARON DR
l p	0003722	270.00	ī	TRM LEASING CO INC	CAMDEN	197 HERMAN ARNOLD RD
l p	0003405	239.23	2	JOHN R BARKER	SHILOH	108 SASSAFRAS LN
P	0001952	238.91	9	SANDY BOTTOM MATERIALS, INC	SOUTH MILLS	319 PONDEROSA RD
P	0001106	236.76	10	JAMI ELIZABETH VANHORN	SOUTH MILLS	612 MAIN ST
l P	0003559	232.14	2	BENNY FARRELL TUCKER	ELIZABETH CITY	152 158 US W
P	0002924	219.96	ī	PAUL BEAUMONT	CAMDEN	390 158 US W
P	0001721	213.91	ī	CINDY MAYO	SOUTH MILLS	106 BINGHAM RD
P	0003779	213.91	ï	ALONZO DAILEY	CAMDEN	390 CAMDEN CSWY
P	0002442	200.37	4	GERALD WHITE STALLS JR	SOUTH MILLS	116 CHRISTOPHERS WAY
P	0003501	197.13	2	DIANE L. NOBLE	CAMDEN	152 158 US W

#### 30 Oldest Unpaid - Personal

Roll	Parcel Number	YrsDlq	Unpaid Amount		City	Property Address
p p	0001709 0001046 0001072	10 10 10	1,654.12 633.87 549.09	JOHN MATTHEW CARTE THIEN VAN NGUYEN PAM BUNDY LESLIE ETHERIDGE JR JEFFREY EDWIN DAVIS KARRN BUNDY JAHL ELIZABETH VANHORN JAHL ELIZABET HORORFORATED STAMES TO LIAMS THOMAS B. THOMAS HEIRS SANDY BOTTOM MATERIALS INC	CAMDEN SHILOH SHILOH CAMDEN CAMDEN CAMDEN	150 158 HWY 133 EDGEWATER DR 105 AARON DR
P P	0000738 0001538 0001827	10 10 10	526.42 495.97 365.28	LESLIE ETHERIDGE JR JEFFREY EDWIN DAVIS KAREN BUNDY	CAMDEN CAMDEN CAMDEN	431 158 US W 431 158 US W 431 158 US W
P P P	0001106 0001639 0001681	10 10	236.76 123.29 458.48 411.11	JAMI ELIZABETH VANHORN CAREY FARMS, INCORPORATED STEVE WILLIAMS	SOUTH MILLS SOUTH MILLS CAMDEN	612 MAIN ST 202 SHARON CHURCH 150 158 HWY W
P	0001230 0001694 0001952	9	411.11 288.99 238.91	JAMES NYE THOMAS B.THOMAS HEIRS SANDY BOTTOM MATERIALS,INC	SOUTH MILLS CAMDEN SOUTH MILLS	101 ROBIN CT W 150 158 HWY W 319 PONDEROSA RD
PPP	0000295 0000385 0002921	5 5 5	288.99 238.91 1,126.07 121.17 120.68	HENDERSON AUDIOMETRICS, INC.	CAMDEN SHAWBORO SOUTH MILLS	330 158 HWY E 116 GARRINGTON ISLAND 122 DOCK LANDING LOOP
P	0000770 0001104 0000297	5 4 4	108.00 901.36 683.61	MARK SANDERS OVERMAN CYNTHIA MAE BLAIN MARSHA GAIL BOGUES MICHAEL & MICHELLE STONE ADAM D. & TRACY J.W. JONES	CAMDEN CAMDEN CAMDEN	276 BELCROSS RD 107 RIDGE ROAD 133 WALSTON LN
P P	0001976 0002442 0000945	4 4 4	270.21 200.37 191.35	ANA ALICTA MARTINEZ LOPEZ	CAMDEN CAMDEN CAMDEN SHILOH SOUTH MILLS CAMDEN	110 AARON DR 116 CHRISTOPHERS WAY 239 SLEEPY HOLLOW RD
P P P	0002468 0001150 0002968	4 4 4	139.53 136.45	GERALD WHITE STALLS JR RAMONA F. TAZEWELL WANDA HERNANDEZ WELLS WILLIAM MICHAEL STONE MICHAEL WILLIAM MAINELLO	CAMDEN SOUTH MILLS	104 HIGH RD 130 MILL DAM RD S 237 KEETER BARN RD
P P P	0001689 0002194 0000846	4 3 3	125.28 422.00 327.19	MICHAEL WAYNE MYERS AARON MICHAEL WHITE TOAN TRINH STEPHANIE AUSMAN	SOUTH MILLS	237 KEETER BARN RD 107 ROBIN DR 849 SANDY HOOK RD S 229 SAILBOAT RD
1000	2001709 0001046 0001072 0000738 0001838 0001837 0001891 0001891 0001892 0001891 0001892 0001891 0001899 0001899 0001899 0001994	3 3 2	162.96 120.11 453.00	STEPHANIE AUSMAN JOHN WESLEY BURGESS, JR. JOSEPH VINCENT CARDYN	SHILOH SHILOH CAMDEN SHILOH	204 POND RD 431 158 USY W 260 ONE MILL RD

#### Motion to approve the tax report as presented.

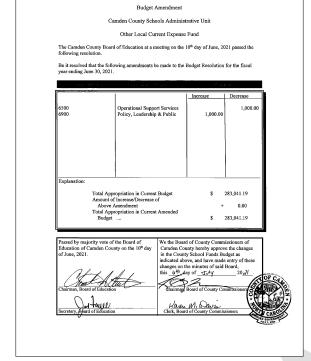
RESULT: PASSED [4-0]
MOVER: Clayton Riggs

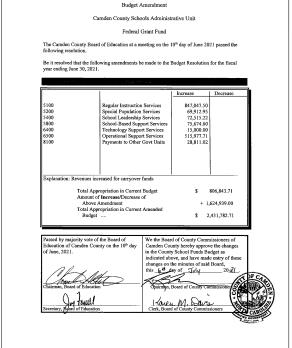
AYES: Ross Munro, Clayton Riggs, Randy Krainiak, Tiffney White

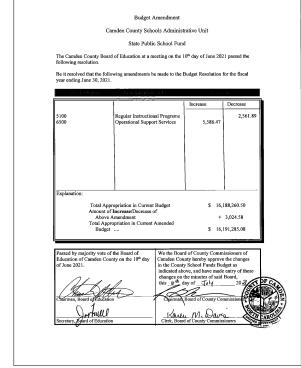
**ABSENT:** Tom White

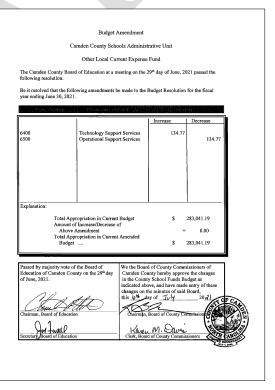
#### ITEM 7. CONSENT AGENDA

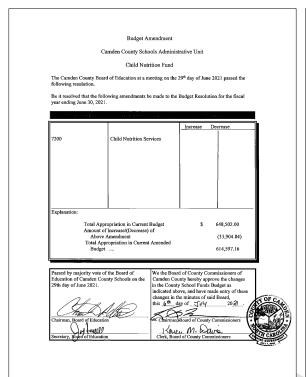
- A. BOC Meeting Minutes June 7, 2021
- B. School Budget Amendments

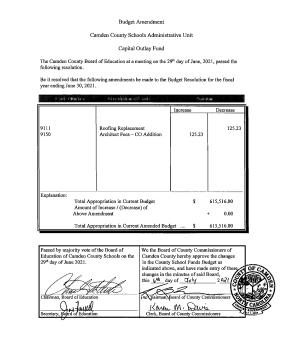


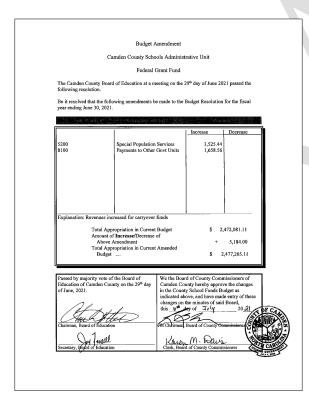


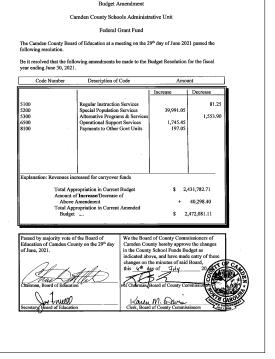


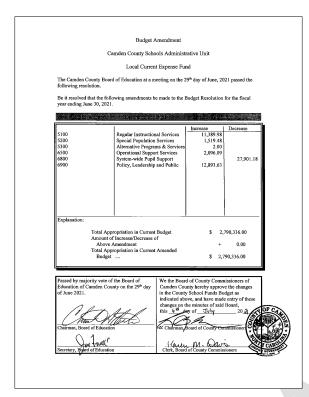


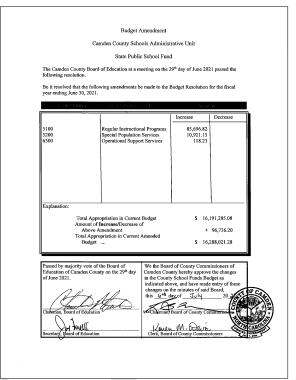








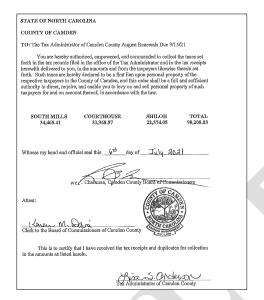




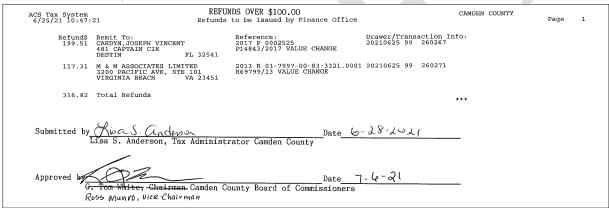
#### C. Tax Collection Report

Day	Amount	Amount	Name of Account	Deposits	Interr
· ·	S	S		s	S
3	861.69			861.69	
4	292.29		DEBT SET-OFF - Refund - \$50.54		292
	9,510.62		Refund - \$0.37	9,510.62	
5	4,530.00			4,530.00	
6	100.00			100.00	
7	7,434.52			7,434.52	
10	803.01		Refund - \$0.43	803.01	
11	140.35			140.35	
12	925.78			925.78	
13	5,431.99			5,431.99	
14	3,020.91		Refund - \$8.47	3,020.91	
17	9,729.52			9,729.52	
18	56.71		DEBT SET-OFF - Refund - S51.54		56
	6,350.00			6,350.00	
19	5,442.30			5,442.30	
	134.16			134.16	
20	6,834.84			6,834.84	
21	7,293.38			7,293.38	
	3,921.95		PSN		3,921
24	1,035.33			1,035.33	
25	150.00			150.00	
26	8,965.00			8,965.00	
27	6,053.26			6,053.26	
	4,550.35			4,550.35	
28	830.42		PSN		836
	13,813.20			13,813.20	
				-	
				-	
			\$37.19 PSN payment by S.Garcia on	-	
			5/9/2021 should be to Georgia State	-	
			for refund.	-	
				-	
			\$100.50 PSN payment by N.Knowles on	-	
		1	S/17/2021 should be to DMV- refunded		
				-	
	\$ 108,211.58	8 -		\$ 103,110.21	5,101
Total Deposits	# 100,£11.30	-		9 105,110,21	5,101.
and PSN	\$ 108,211.58	<del>                                     </del>		\$ 108,211.58	
and rSN	3 100,211.58			3 100,211.58	
		PSN Check fees \$	1.00 - for info only, fees were paid to P	SN	
	S (249,04)				
	s -	Over	1	İ	
	s -	Shortage			
	S	Adjustment			
Count Total		volustinent			
Grand Total	\$ 107,962.54		1		
Submitted by	Times.	andrusn	Date: 6-24-2021		
Approved by			Date: 7-8-2021		

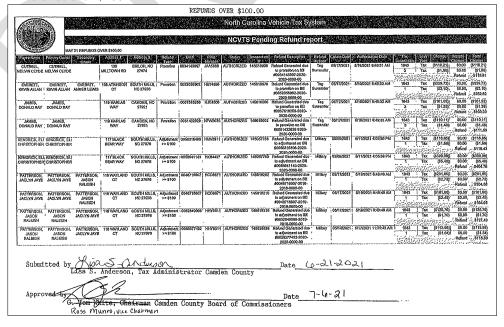
#### D. DMV Monthly Report



#### E. Refunds Over \$100



#### F. DMV Refunds over \$100



#### G. Pickups, Releases & Refunds

NAME	REASON	NO.
Camden Crossing POA	Code Enforcement - grass cutting	Pick-up/21712
	\$300.00	R-126307-2020
Glenn A. Carey, Jr.	Rollback taxes	Pick-up/21740
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$1,040.57	R-109568/2018
		R-116898-2019
		R-124269-2020
Christopher Dale Martin	Turned in plates - Refund	Pick-up/21748
	\$105.09	45886366
Denise McBride Bartee	Turned in plates - Refund	Pick-up/21751
	\$266.43	58301993
Trey Michael Parrish	Turned in plates - Refund	Pick-up/21753
	\$202.39	60673245
Brenda Dixon Sellers	Turned in plates - Refund	Pick-up/21754
	\$118.69	41905182
Wendy Denice Gall	Turned in plates - Refund	Pick-up/21758
	\$309.46	6133962

#### H. Home & Community Care Block Grant for Older Adults

DAAS-735

#### July 1, 2021 through June 30, 2022 Home and Community Care Block Grant for Older Adults Agreement for the Provision of County-Based Aging Services

This Agreement, entered into as of this 1st day of July, 2021, by and between the County of Camden (hereinafter referred to as the "County") and the Albemarle Commission Area Agency on Aging, (hereinafter referred to as the "Area Agency").

Witnesseth That:

Witnesseth That:

WHEREAS, the Area Agency and the County agree to the terms and conditions for provision of aging services in connection with activities financed in part by Older Americans Act grant funds, provided to the Area Agency from the United States Department of Health and Human Services through the North Carolina Division of Health and Human Services through the North Area Agency through the North Carolina Division of Aging and Adult Services (DAAS) and state appropriations rande available to the Area Agency through the North Carolina Division of Aging and Adult Services, as set forther in a) this document, b) the County Funding Plan, as reviewed by the Area Agency and the Division of Aging and Adult Services (DAAS) and Services Force and Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of Aging and Adult Services Community Service Providers Montal for Community Service Providers Montal for Community Service Providers Montal Services Community Service Providers Montal for Guidelines.

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreen hereinafter contained, the parties hereto agree as follows:

- As provided in the Area Plan, community service providers specified by the County to encourage maximum collocation and coordination of services for older persons are as follows: Albemarle Commission Inter County Public Transportation Authority
  - Quality Home Staffing, Inc. The Community Service Provider(s), shall be those specified in the County Funding Plan on the <u>Provider Services Summary</u> format(s) (DAAS-732) for the period ending June 30 for the year stated above.
- <u>Availability of Funds.</u> The terms set forth in this Agreement for payment are contingent upon the receipt of Home and Community Care Block Grant funding by the Area Agency.
- Grant Administration.
  The grant administrator for the Area Agency shall be: Laura Alvarico, Albemarle Commission Area Agency on Aging Director

The grant administrator for the County shall be: Ken Bowman, County Manager

DAAS-735

- Services authorized through the County Funding Plan, as specified on the <u>Provider Services.</u>
  <u>Summary</u> format(s) (DAAS-732) are to commence no later than July 1 of the state fiscal year
  and shall be undertaken and pursued in such sequence as to assure that rapeditions
  completion. All services required hereunder shall be completed on or before the end of the
  Agreement prior), June 30 of the state fiscal year.
- Agreement period, value or we are researcy search.

  Agreement period, value or we are research search and a fast green and green and
- Compensation and Payments to the County. The County shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the commanity service providers under this Agreement may not exceed the grand total of Block Grant funding, as specified on the <u>Provider Services</u>. Summary format (DAAS-722).
  - a. Interim Payments to the County

Upon receipt of a written request from the County, the Division of Aging and Adult Services, through the Arva Agency, will provide the County Finance Officer with an interim puyment equivalent to seventy percent (79%) of one-twelffd (1/12) of the County's Home and Community Caru Block Grant allocation by the 22nd of each month.

DAAS-73 (updated 6-11-2

#### b. Reimbursement of Service Costs

Reimbursement of service costs are carried out as provided in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

#### c. Role of the County Finance Director

- The County Finance Director shall be responsible for disbursing Home and Community Care Block Orant Funding to Community Service Providers in accordance with procedures specified in the NC. Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, revised February 17, 1997.
- d. Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy NSIP subsidy for congregate and home delivered meals will be disbursed by the Division of Aging and Adul Services through the Area Agency to the County on a monthly basis, subject to the availability of finds as specified in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Services Providers.
  - Tithrough the U.S. Department of Agriculture Area Agency on Aging Elections Project, the County delects to receive a portion of its USDA entitlement in the form of surplus commodity foods in lieu of eash, the Area Agency will notify the County in writing of its community valuation upon notification from the Division of Aging and Adult Services. The delivery of commodity and boars Sodo is subject to availability. The County will not receive eash entitlement in Ileu of commodities that are unavailable or undelivered during the Agreement period.
- 7. Reallocation of Funds and Budnet, Revisions. Any reallocation of Block Grant funding between counties shall be wlustury or a the part of the County and shall be effective only for the period of the Agreement. The reallocation of Block Grant funds between counties will not affect the allocation of future funding to the County. If during the performance period of the Agreement, the Area Agency determines that a portion of the Block Grant will not be expended, the gmant administrator for the County shall be notified in writing by the Area Agency and given the opportunity to make funds available for reallocation to other counties in the Planning and Service Area or elsewhere in the state.

The County may authorize community service providers to implement budget revisions which do not cause the County to fall below minimum budgeting requirements for access, in-home, congregate, and home delivered meals services, as specified in Division of Aging and Adult Services budget instructions issued to the County. It a budget revision will cause the County to all below minimum budgeting requirements for any of the aforemental services, as specified in Division of Aging and Adult Services budgeting instructions issued to the County due to the control of the proposition of the control of the proposition of the proposition of the control of the county and obtain written approval for the revision from the

DAAS-73

Area Agency prior to implementation by the community service provider, so as to assure that regional minimum budgeting requirements for the aforementioned services will be met.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering anended service data into the Division of Aging and Adult Services Management Information System, as specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Carna Procedures Managed for Community Service Providers

 Monitoring. This Agreement will be monitored to assure that services are being provided as stated in the Division of Aging and Adult Service Monitoring Policies and Procedures at <a href="https://www.acdths.gov/acine/monitor/mpolicy.htm">https://www.acdths.gov/acine/monitor/mpolicy.htm</a>.

The monitoring of services provided under this Agreement shall be carried out by the Area Agency on Aging in accordance with its Assessment Plan and as specified in Sec. 308 of the AAA Pajdies and Procedures Manual. Counties and community service providers will receive the AAA Pajdies and Procedures Manual. Counties and community service providers will receive a service of the AAA Pajdies and Procedures and Procedures entitlement of the Section 308.4. Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

 <u>Disputes and Appeals</u>. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the Area Agency. In accordance with Lead Regional Organization (IRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the County.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the Chairman of the Board of Commissioners firmishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the Arrea Agency. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the Chairman of the Board of Commissioners of its appeal procedures and will inform the Area Agency that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

Director North Carolina Division of Aging and Adult Services 693 Palmer Drive 2101 Mail Service Center Raleigh, North Carolina 27699-2101

10. <u>Termination for Cause</u>. If through any cause, the County shall fall to fulfill in a timely and proper manner its obligations under this Agreement, or the County has or shall violate any of the covenants, agreements, persentations or stips agreement, the Area Agency shall have the right to terminate this Agreement by giving the Chairman of the Board of Commissioners written notice of such termination no Fewer than fifteen (15) days prior to the

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DAAS-735

effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The County shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.

11. Audit. The County agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Audit Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Uniform Guidance 2 CFR Part 200.

Office of insight and solandgement (OMB) Uniform customes CFR FAIT ONE.

Community sortice providers, as specified in puragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to undiff and fixed reporting requirements, as stated in NC General Statute 143-C-6-22 and 23 and OMB Uniform Guidance CFR 2 Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Home and Community Care Block Grant provides are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200, but are subject to NC General Statute 143-C-6-22 and 23 and Vellow Book audit requirements, where applicable.

Federal funds may not be used to pay for a Single or Yellow Book audit unless it is a federal requirement. State funds will not be used to pay for a Single or Yellow Book audit if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state funds of the state of the st

The following chart provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200 based upon funding received and expended during the service provider's fiscal year.

Annual Expenditures	Report Required to AAA	Allowable cost for reporting
<ul> <li>Less than \$25,000 in state or federal funds</li> </ul>	Certification form and State Grants Compliance Reporting <225,000 (Item #11, Activities and Accomplishments) does not have to be completed) OR Audited Financial Statements in compliance with GAO/GAS (i.e., Yellow Book).	N.A.

DAAS-735

A	Aunual Expenditures	al Expenditures Report Required to AAA	
•	Greater than \$25,000 and less than \$500,000 in state funds or \$750,000 in federal funds.	Certification form and Schedule of Grantee Receipts > \$25,000 and Schedule of Receipts and Expenditures OR Audited Financial Statements in compliance with GAO/GAS (i.e., Yellow Book)	N.A.
•	\$500,000+ in state funds but federal pass through in an amount less than \$750,000.	Audited Financial Statement in compliance with GAO/GAS (i.e., Yellow Book)	May use state funds, but <u>not</u> federal funds.
•	\$500,000+ in state funds and \$750,000+ in federal pass through funds.	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e., Single Audit)	May use state and federal funds.
•	Less than \$500,000 in state funds and \$750,000+ in federal pass through funds	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e., Single Audit)	May use federal funds, but <u>not</u> state funds.

12. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the community service providess are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the County shall promptly repuy such funds to the Area Agency once any final appeal is exhausted in accordance with paranggarb nine (9).

The only exceptions are if the Area Agency on Aging is designated as a community service provider through the County Funding Plan or, if as a part of a proturement process, the Area Agency on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the Area Agency is expronsible for any disallowed oots. The County or Area Agency on Aging can recoup any required paylack from the community service provider in the event first paylack is due to a community service provider's faller to meet OMB Linform Guidance CFR 2 Part 200, 45 CFR Part 1321 or state oligibility requirements as specified in policy.

 Indumity. The County agrees to indumity and save harmless the Area Agency, its agents, and employees from and against any and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the County.

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DAAS-7 (updated 6-11-

- Equal Employment Opportunity and Americans With Disabilities Act Comptiance. Both the
  County and community service providers, as identified in paragraph one (1), shall comply with
  all Tederal and state laws relating to equal employment opportunity and accommodation for
  disability.
- 15. <u>Data to be Furnished to the County.</u> All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the County shall be furnished to the County and community service providers without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate with the County in the performance of the County's duties under this Agreement.
- 16. Rints in Documents. Materials and Data Produced. The County and community service providers agree that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the County shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the County.
- 17. <u>Interest of the Board of Commissioners.</u> The Board of Commissioners covenants that neither the Board of Commissioners nor its agents or employees presently but as interest, nor shall acquire an interest, direct or infinety, which condities in any ammeer or degree with the performance of its service hereander, or which would prevent, or tend to prevent, the sattifactory performance of the service hereander, or which would prevent, or tend to prevent, the sattifactory performance of the service hereander in an impartial and unbiased manner.
- 18. <u>Interest of Members of the Area Ageney, Lend Regional Organization, and Others.</u> No officer, member or employe of the Area Ageney or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises my function or responsibilities in the review or approval of the Project or any component part tharvof, shall participate in any decisions relating to this Agreement which affects this patronal interest or the interest of any conporation, partnership or association in which he is, directly or indirectly, interested, nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising there from.
- 19. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.
- Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this
  Agreement shall be used to pay the salary or expenses of any employee or agent acting on

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behalf of the County to engage in any activity designed to influence legislation or appropriations pending before Congress.

- 21. <u>Confidentiality and Security.</u> Any client information received in connection with the performance of any function of a community service provider or its subcontractors under this Agreement shall be kept confidential. The community service provider acknowledges that in receiving, storing, processing, or otherwise hundling any confidential information, the agency and any subcontractors will safeguard and not further disclosu the information except as provided in this Agreement and accompanying documents.
- 22. Record Retention and Disposition. All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHRS and its divisions and offices are expected to maintain compliance with the NC DHRS record retention and disposition schedule (https://www.nchibs.gov/dapu/daministaritev-offices/office-completerecord-retention). In addition, the NC Department of Natural and Cultural Resources has developed a General Records Schedule for Local Government Agencies as well as individual retention and disposition schedules for local governmentagencies as well as individual retention and local health departments. Those schedules are posted at <a href="https://archives.neder.gov/covernment/local">https://archives.neder.gov/covernment/local</a>.

Retention requirements apply to the community service providers funded under this Agreement to provide Home and Community Care Block Grant services. By funding source and state fiscal year, the NC DHHS record retention schedule lists the earliest date that grant records in any format may be destroyed. The State Archives provides information about destroying confidential data and authorized methods of record destruction (paper and electronic) at this ps/marliwes.ncds.ps/spowenneg/forenties. Bed/fibroc.acid-destroy-records?

The NC DHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all other records supporting the expenditure of a federal grant award. Records legally required for ongoing official proceedings, such as outstanding litigation, claims, audits, or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the NC DHHS record retention and disposition schedule.

In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community service provider will comply with all policies, standards, and best practices published by the Division of Aging and Adult Services regarding the creation and management of electronic records.

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	DAAS- (updated 6-1)
23.	Applicable Law, This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws such State.
	In witness whereof, the Area Agency and the County have executed this Agreement as of the first written above.
	Attest:  Kaum M. Saur  By:  Vo Chairman, Bourd of Commissioners
	Area Agency
	Area Agency Director  Executive Director, Lead Regional Organization
been	sion for payment of the monies to fall due under this Agreement within the current lisseal year made by appropriation duly authorized as required by the Local Government Budget and Fold Act.  By: ADD L. Ham DOM
	FINANCE OFFICER, Lead Regional Organization

#### I. Surplus Property Request – Sheriff's Office

Item	Disposal Method	Suggested Value	Reason for Surplus
1998 Chevy 2500	GovDeals	\$1500	Cost of Repairs
Miscellaneous Supplies	GovDeals	\$5-\$500	No Longer Use
AED	Recycle	\$0	Old; Out of date

J. Keeter Barn LLC Rezoning – Set Public Hearing for August 2, 2021

#### Motion to approve the Consent Agenda as presented.

RESULT: PASSED [4-0]
MOVER: Tiffney White

**AYES:** Ross Munro, Clayton Riggs, Randy Krainiak, Tiffney White

**ABSENT:** Tom White

#### ITEM 8. COUNTY MANAGER'S REPORT

County Manager Ken Bowman included the following in his report:

- Historic Courthouse shutters will be removed in the upcoming weeks for restoration and repair.
- Elder Abuse Awareness Day Huge success with over 80 people in attendance. Thank you to the event coordinators, volunteers, Laura Jolley and the Senior Center staff and Tim White and Parks & Recreation Staff.
- Thank you to the Board for the work on the Budget and on behalf of the staff for the 2% Cost of Living increase.
- Tourism Development Authority Meeting July 13<sup>th</sup>, 9:30 AM; Historic Courthouse
- Library Board Meeting July 20th, 5:15 PM
- NCACC Annual Conference August 12<sup>th</sup>-14<sup>th</sup>, Wilmington, NC
- Next Board of Commissioners Meeting August 2, 2021

#### ITEM 9. COMMISSIONERS' REPORTS

Commissioner Clayton Riggs

- Attended the COA Board of Trustees Training & Retreat
- Ponds in development areas safety barrier/fencing; Planning Department to follow up.

#### ITEM 10. INFORMATION, REPORTS & MINUTES FROM OTHER AGENCIES

Included for informational purposes:

- A. Register of Deeds Report
- B. Library Report

#### ITEM 11. OTHER MATTERS

None.

#### ITEM 12. ADJOURN

There being no further matters for discussion, Vice-Chairman Munro called for a motion to adjourn.

#### Motion to adjourn.

RESULT: PASSED [4-0]
MOVER: Clayton Riggs

AYES: Ross Munro, Clayton Riggs, Randy Krainiak, Tiffney White

**ABSENT:** Tom White

Vice-Chairman Munro adjourned the meeting of the Board of Commissioners at 7:53 PM.

ATTEST:

Ross B. Munro, Vice-Chairman Camden County Board of Commissioners Karen M. Davis Clerk to the Board of Commissioners



Boundless Opportunities.

## Board of Commissioners AGENDA ITEM SUMMARY SHEET

## Consent Agenda

Item Number: 9.B

Meeting Date: August 02, 2021

Submitted By: Stephanie Jackson, HR Director

Finance

Prepared by: Karen Davis

Item Title Budget Amendments

**Attachments:** 21-22 BA 001 Medical Park Buildings (Add'l for ARHS

Success Academy)

(DOC)

21-22 BA 002 Maintenance Inspections Salary

Adjustments (DOC)

#### 2021-22-BA001 CAMDEN COUNTY BUDGET AMENDMENT

BE IT ORDAINED by the Governing Board of the County of Camden, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2022.

#### Section 1. To amend the General Fund as follows:

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT INCREASE DECREASE
<b>Revenues</b> 10399400-439900	Fund Balance Appropriated	\$10,000
<b>Expenses</b> 105000-545211	Medical Park & Buildings	\$10,000

This Budget Amendment is made to appropriate funds from Fund Balance Appropriated to Medical Park & Buildings to maintain the Buildings of the Albemarle Regional Health Department and Success Academy.

This will result in no change to the Contingency of the General Fund.

Balance in Contingency \$40,000.00

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and to the Budget Officer and the Finance Officer for their direction. Adopted this  $2^{nd}$  day of August, 2021.

Clerk to Board of Commissioners	Chairman, Board of Commissioners

#### 2021-22-BA002 CAMDEN COUNTY BUDGET AMENDMENT

BE IT ORDAINED by the Governing Board of the County of Camden, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2022.

Section 1. To amend the General Fund as follows:

		AMOUNT		
ACCT NUMBER	DESCRIPTION OF ACCT	INCREASE	DECREASE	
Revenues				
10399400-439900	Fund Balance Appropriated	\$13,543.12		
Expenses				
105000-502000	Salaries	\$9,369		
105000-505000	FICA	717		
105000-506200	Life Insurance	30		
105000-507000	Retirement	1,064		
105000-507100	401(K)	469		
105000-509000	Worker's Compensation	275		
104930-502000	Salaries	1,274.12		
104930-505000	FICA	98		
104930-507000	Retirement	145		
104930-507100	401(K)	64		
104930-509000	Worker's Compensation	38		

This Budget Amendment is made to appropriate funds from Fund Balance Appropriated to the Salaries & Benefits of the Maintenance & Inspections Department based on some needed adjustments.

This will result in no change to the Contingency of the General Fund.

Balance in Contingency \$40,000.00

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and to the Budget Officer and the Finance Officer for their direction. Adopted this  $2^{nd}$  day of August, 2021.

Clerk to Board of Commissioners Chairman, Board of Commissioners



Boundless Opportunities.

# Board of Commissioners AGENDA ITEM SUMMARY SHEET

## Consent Agenda

Item Number: 9.C

Meeting Date: August 02, 2021

Submitted By: Lisa Anderson, Tax Administrator

**Taxes** 

Prepared by: Karen Davis

Item Title Tax Collection Report

**Attachments:** Tax Collection Report (PDF)

## **Tax Collection Report**

JUNE 2021

- Alleger T			JUNE	. <u>2021</u>		
Day		Amount	Amount	Name of Account	Deposits	Internet
		\$	\$		\$	\$
1		3,752.55	·		3,752.55	
2		10,541.13			10,541.13	
3		2,142.35	***************************************		2,142.35	
4		11,287.71			11,287.71	
7		4,570.00			4,570.00	
8		267.65		DEBT SET-OFF		267.65
		3,690.00			3,690.00	
9		5,759.66			5,759.66	
10		11,681.00			11,681.00	
11	<b></b>	1,630.00			1,630.00	
14		9,382.50			9,382.50	
15		1,450.00	***************************************		1,450.00	
16		23,887.41			23,887.41	
17		4,007.07			4,007.07	
18	<u> </u>	4,389.68			4,389.68	
21		11,032.00		Refund - \$0.79	11,032.00	
22	<b></b>	2,940.00			2,940.00	
		5,527.71		PSN - Refund - \$2,39		5,527.71
23		11,369.93			11,369.93	0,027,77
24		1,848.00			1,848.00	
25		5,263.14		Refund - \$343.89	5,263.14	
28		7,213.15		XXXXIII	7,213.15	
29		2,909.26		<u> </u>	2,909.26	***************************************
30		8,139.84			8,139.84	
	<del> </del>	448.86		PSN - Refund - \$0.39	0,200,01	448.86
		60.00		1	60.00	710.00
······································	<b>-</b>	00100			-	
				PSN payment of \$31.34 on 6/15/2021	_	
				for refund to Jennifer Gomez. No tax	н	
	-			bill to apply.	_	
	┢			and apply.	ы	
	<del> </del>					
					ben .	
	╂				-	
					-	
	\$	155,190.60	\$ -		\$ 148,946.38	6,244.22
Total Deposits						
and PSN	\$	155,190.60			\$ 155,190.60	
			PSN Check fees \$	5.00 - for info only, fees were paid to I	?SN	
	\$	(378.80)				
	\$	-	Over			
	\$	<u>-</u>	Shortage			
	+		<del> </del>	100		
_,	\$		Adjustment	1	1	
Grand Total	\$	154,811.80				

Submitted by:	His S. Orderson	Date: 1-2-2021
Approved by:		Date:



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## Board of Commissioners AGENDA ITEM SUMMARY SHEET

#### Consent Agenda

Item Number: 9.D

Meeting Date: August 02, 2021

Submitted By: Teri Smith,

**Taxes** 

Prepared by: Teri Smith

Item Title DMV Monthly Report

Attachments: DMV Monthly Report Sept, 21 Renewals (PDF)

Summary: DMV Monthly Report Sept, 21 Ren Due 10/15/21

Recommendation: Review and Approve

#### STATE OF NORTH CAROLINA

#### COUNTY OF CAMDEN

TO: The Tax Administrator of Camden County September Renewals Due 10/15/21

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of the Tax Administrator and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon personal property of the respective taxpayers in the County of Camden, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell personal property of such taxpayers for and on account thereof, in accordance with the law.

SOUTH MILLS 24,597.53	25,549.67	15,199.61	65,346.81
Witness my hand and offi	cial seal thisday	of	
Attest:	Chairman, Camden Co	unty Board of Comm	issioners
Clerk to the Board of Con	nmissioners of Camden Co	_ unty	

This is to certify that I have received the tax receipts and duplicates for collection in the amounts as listed herein.

Asa S anderson

Tax Administrator of Camden County



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## Board of Commissioners AGENDA ITEM SUMMARY SHEET

#### Consent Agenda

Item Number: 9.E

Meeting Date: August 02, 2021

Submitted By: Teri Smith,

**Taxes** 

Prepared by: Teri Smith

Item Title Vehicle Refunds Over \$100.00

Attachments: June, 2021 VTS Refunds Over \$100.00 (PDF)

Summary: Vehicle Refunds Over \$100.00 June, 21

Recommendation: Review and Approve

# North Carolina Vehicle Tax System

### NCVTS Pending Refund report

Comme	J	UNE, 21 REFUNDS	S OVER \$100.00													(4550 00)		<u> </u>
BARTEE, DENISE MCBRIDE	BARTEE, DENISE MCBRIDE	:	P.O. BOX 133	SHAWBORO, NC 27974	Proration	0058301993	HMW4705	AUTHORIZED	147859328	Refund Generated due to proration on Bill #0058301993-2020- 2020-0000-00	Tag Surrender	06/25/2021	6/30/2021 12:50:24 PM	1843 3	Tax Tax	(\$262.88) (\$3.55)	\$0,00 \$0,00 Refund	(\$262 (\$3 \$26
DOWN RIVER FARMS INC	DOWN RIVE FARMS INC		1381 SOUTH HWY 343	SHILOH, NC 27974	Adjustment >= \$100	0061510379	YR6441	AUTHORIZED	147268510	Refund Generated due to adjustment on Bill #0061510379-2020- 2020-0000-00	Adjustmen t	06/15/2021	6/24/2021 4:04:50 PM	1843 3	Tax Tax	(\$258.63) (\$3.50)	\$0.00 \$0.00 Refund	(\$258 (\$3 <b>\$2</b> 6
GALL, WENDY DENICE	GALL, WEND DENICE	OY GALL, MICHAEL RAY	109 PINE ST	CAMDEN, NC 27921	Proration	0061333962	JDT6621	AUTHORIZED	147859398	Refund Generated due to proration on Bill #0051333962-2020- 2020-0000-00	Tag Surrender	06/25/2021	6/30/2021 12:50:24 PM	1843 2	Tax Tax	(\$305.33) (\$4.13)	\$0.00 \$0.00 Refund	(\$305 (\$4 \$30
MARTIN, CHRISTOPHER DALE	MARTIN, CHRISTOPH R DALE	E	112 CAROLINA RD	SOUTH MILLS, NC 27976	Proration	0045886366	83V2\$M	AUTHORIZED	147859270	Refund Generated due to proration on Bill #0045886366-2020- 2020-0000-00	Tag Surrender	05/25/2021	5/30/2021 12:50:24 PM	1843 1	Tax Tax	(\$103.69) (\$1.40)	\$0.00 \$0.00 Refund	(\$103 (\$1 .\$10
PARRISH, TREY MICHAEL	PARRISH, TREY MICHAEL	İ	133 WAYLAND CT	SOUTH MILLS, NC 27976	, Proration	0060673245	EFP3734	AUTHORIZED	147859344	Refund Generated due to proration on Bill #0060673245-2020- 2020-0000-00	Tag Surrender	06/25/2021	6/30/2021 12:50:24 PM	1843 1	Tax Tax	(\$199.70) (\$2.69)	\$0.00 \$0.00 Refund	(\$199 (\$2 \$20
SELLERS, BRENDA DIXON	SELLERS, BRENDA DIXON		134 PINE RIDGE DR	SOUTH MILLS NC 27976	, Proration	0041905182	GONEPSTL	AUTHORIZED	147859348	Refund Generated due to proration on Bill #0041905182-2020- 2020-0000-00	Tag Surrender	06/25/2021	6/30/2021 12:50:24 PM	1843 1	Tax Tax	(\$117.11) (\$1.58)	\$0.00 \$0.00 Refund	(\$117 (\$1 \$11

Submitted by	Bioas.	, Tax Administrato		Date 7-23-2021	
]	Lisa S. Anderson	, Tax Administrato	r Camden County		
Approved by_				Date	
G	. Tom White, Cha	irman Camden Count	y Board of Commi	ssioners	



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# Board of Commissioners AGENDA ITEM SUMMARY SHEET

## Consent Agenda

Item Number: 9.F

Meeting Date: August 02, 2021

Submitted By: Lisa Anderson, Tax Administrator

**Taxes** 

Prepared by: Karen Davis

Item Title Pickups, Releases & Refunds

Attachments: Pickups, Releases & Refunds (PDF)

9.F.a

RECEIVED JUL 2 7 2021

NAME REASON NO. Pick-up/21957 R-127093-2020 Christine A. Kenney Release - Code Enforcement \$175.00 Pick-up/21971 Edgar Lee Mitchell Turned in plate 47247396 \$131.03 Pick-up/21975 **Carlton Harris** Roll back taxes \$333.99 R-112134-2018 R-119479-2019 R-126873-2020

Attachment: Pickups, Releases & Refunds (3070 : Pickups, Releases & Refunds)

Packet Pg. 147



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# Board of Commissioners AGENDA ITEM SUMMARY SHEET

## Consent Agenda

Item Number: 9.G

Meeting Date: August 02, 2021

Submitted By: Stephanie Jackson, HR Director

Finance

Prepared by: Karen Davis

Item Title Annual Albemarle Commission Senior Nutrition Contract

**Attachments:** Albemarle Commission Annual Senior Nutrition

Contract (PDF)

Senior Nutrition Contract COVID Supplement (PDF)

#### ALBEMARLE COMMISSION SENIOR NUTRITION CONTRACT

This Agreement entered into as of this first day of July, 2021 by and between CAMDEN COUNTY (hereinafter referred to as Contractor), and the Albemarle Commission, (hereinafter referred to as AC), with offices located at 512 South Church St., Hertford, North Carolina, WITNESSETH THAT;

WHEREAS, AC wishes to make available certain services to elderly residents within a service area hereafter described; and,

WHEREAS, the Contractor warrants that it is capable of providing the services hereafter described; and,

WHEREAS, the Contractor desires to assist AC in this endeavor:

NOW, THEREFORE, the parties hereto do agree as follows:

- 1. <u>Employment of Contractor</u>: AC hereby agrees to engage the Contractor to perform the services hereinafter set forth.
- 2. <u>Time of Performance</u>: The services of the Contractor are to commence on July 1, 2021, and shall be completed by June 30, 2022.
- 3. Scope and location of Services: The Contractor shall do, perform, and carry out in a satisfactory and proper manner, as determined by AC, the agreements and assurances required in the Request for Proposal and the services specified in No. 35—Special Conditions.
- 4. <u>Personnel</u>: The Contractor represents that it has, or will secure at its own expenses, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with AC. All personnel engaged in the work shall be fully qualified.
  - It is understood and agreed that LAURA JOLLEY shall represent the Contractor as Project Manager in the performance of this Agreement. Any change in such Project Managers shall be subject to the written approval of AC.
- 5. Compensation: The Contractor and AC expressly understand and agree that in no event will the total compensation and reimbursement paid thereunder by the AC exceed the maximum of Eight Thousand Two Hundred and Seventy One Dollars and 72 Cents (\$8,271.72) for 999 hours (4 hrs per day) of Nutrition Service and shall constitute full and complete compensation for the Contractor's services hereunder. (This is a part-time position)

- 6. Reimbursement Rate Per Unit of Service: Albemarle Commission will reimburse the Contractor \$8.28 for each hour of Nutrition Service served to eligible elients, such units of service being defined in No. 35 Special Conditions.
- 7. Reprogramming of Funds: It is understood and agreed that, in the event that the amount of funds received from the North Carolina Division of Aging is reduced, AC may in turn, decrease the total compensation and reimbursement to be paid hereunder and in accordance with Paragraph 14, changes in the Scope of Services.
- 8. <u>Change of Reimbursement</u>. At its sole discretion, AC may re-negotiate the reimbursement shown in Paragraph 6 of this Agreement. However, in no case will AC increase the overall amount shown in Paragraph 5.

The parties agree they will consider <u>increasing</u> the reimbursement rate only under two circumstances;

- a) Upon a showing by Contractor that actual costs have increased due to factors beyond Contractor's control (e.g., increases in gasoline costs, union settlement on wages, etc.); or
- b) Upon a showing by Contractor that actual costs have increased due to a sudden increase in client load (e.g., due to a disaster). In the event that the reimbursement rate is increased, the total units of service to be delivered will be correspondingly decreased.
  - The parties further agree that AC shall have the right to <u>decrease</u> the reimbursement rate under any circumstances which show that actual costs are less than projected; including, but not limited to, circumstances in which:
- a) Overall costs of providing service are shown to be less than forecast in the Contractor's original bid for this service; or
- b) The Contractor fails to document the required cost-sharing, such that the AC reimbursement rate exceeds 100 percent of service costs. In the event The reimbursement rates are decreased, AC may, at its option, increase The total number of units of service to be delivered.
- 9. Method of Payment: After the first month, Contractor shall submit a monthly
  - report to AC on the number of service units delivered and capital cost through the end of prior month for reimbursement,
- 10, <u>Documentation of Expenses</u>: Contractor shall maintain full and complete documentation of all expenses associated with performing the scope of work under the contract, Expenses documentation shall include: time sheets for AC

olients; receipts for any supplies purchased for use on this contract; any applicable subcontract expenditures; and such other documentation necessary to substantiate overall costs of delivering the contracted service (including Contractor contribution as well as amounts reimbursed by AC).

11. Payment by Service Recipient: No individual receiving services under the terms of this Agreement shall be required to pay any part of the cost of the service. However, recipients shall be given the opportunity by the Contractor to make some contribution for the service in a manner approved by the AC.

Contractor shall post a notice in a conspicuous place, stating that no charge is Made for the service, but that contributions will be accepted. Contractor shall furnish envelopes to all clients for confidential contributions. Contractor shall offer a locked box in a convenient location for confidential deposit of envelopes,

- 12. <u>Cost Sharing</u>: Cost Sharing is any money received by Contractor as a direct result of contract activity. Contractor shall maintain daily records of activity, Contractor shall maintain daily records of activity. Program income shall be used in the same year it is received to provide additional services.
- Monitoring, Auditing and Reporting: The Contractor agrees to submit to audit by AC, the State of North Carolina, or the federal government for a three year period following final payment under the terms of this Agreement. The Contractor agrees to permit monitoring by AC, its staff and appropriate representatives, and to comply with such reporting procedures as may be established by AC. The Contractor further agrees that all pertinent financial records shall be made available for copying upon request by AC, the state or federal government, or their agents.

It is understood and agreed that the report procedures established by AC may include, but not be limited to, the names and addresses of individuals receiving services under the terms of this contract, with the understanding that no personal information obtained from any individual will be disclosed by AC in a form which allows identification of the individual, without the written consent of the individual.

It is understood and agreed that the report procedures established by AC may also include actual costs incurred per unit of service including both AC costs and contractor contributions.

It is further understood that the agency is responsible to AC for clarifying any audit exceptions that may arise from AC independent audit, the Department of Human Resources audit, or any federally conducted audit. AC requires the Contractor to send a copy of their audit when received from the independent auditors. In addition, contractors are responsible for paying any governmental

funds that may be part of the audit exception,

- 14. <u>Changes:</u> AC may, from time to time, require changes in the Scope of Services to be performed. Such changes, including any increase or decrease in the amount of the Contractor's compensation which is mutually agreed upon between AC and the Contractor, shall be incorporated in written amendments to this Agreement.
- 15. Termination of Agreement for Cause; If through any cause the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, AC shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof. The date of notice shall be at least five (5) days before the AC effective date of such termination.

In the event of termination, such data, studies, surveys, drawings, maps and reports prepared by the Contractor shall, at the option of AC, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. Client files of the agency, developed under this contract shall become the property of the AC upon completion and/or termination of this contract.

Notwithstanding the above, the Contractor shall not be relieved of liability to AC by virtue of any breach of the Agreement by the Contractor, and AC may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due AC from the Contractor is determined.

- 16. Cancellation for Convenience of AC: AC may cancel this Agreement at any time by giving written notice to the Contractor of such cancellation and specifying the effective date of such cancellation. If the Agreement is canceled by AC as provided herein, the Contractor will be paid for work satisfactorily completed.
- 17. Disputes: Any disputes which arise in the interpretation of this contract shall be resolved in the following manner:
  - a) The Contractor shall submit a letter to AC specifying the nature of the dispute asking for resolution of the dispute.
  - b) The Executive Director of the AC will meet with the Contractor to resolve the dispute. The Executive Director of the AC will document the resolution in a letter to the Project Manager.
  - c) If the Contractor is dissatisfied with the resolution of the dispute decided by the AC Executive Director, the Contractor may appeal the Executive Director's decision in writing to the AC Budget and Personnel Committee.

- d) The AC Budget and Personnel Committee will consider the appeal at its next scheduled meeting, which shall occur no less than 10 days following receipt of the written appeal request. The decision of the Budget and Personnel Committee is final.
- 18. <u>Subcontracting</u>: None of the work or service covered by this Agreement shall be subcontracted without the prior written approval of AC. All approved subcontracts must conform to the applicable requirements set forth in this Agreement and must attach and include by reference Appendix A <u>Scope of Services</u>.
- 19. Compliance with Service Standards and Required Procedures: Contractor shall perform the services set forth in this Agreement in compliance with applicable standards and procedures specified in Appendix A Scope of Services. Contractor further agrees to comply with applicable standards for this service which are, or may be, specified by the North Carolina Division of Aging, any other State of North Carolina agency, the Division of Aging Policy Manual, and the AC Policy Manual.
- 20. Service Priorities: Contractor shall give priority for service to those older people with the greatest social and economic need. Where the nature of the service allows, Contractor shall make special efforts to serve the moderately impaired, isolated and homebound elderly on a priority basis, as set out in the proposal and as indicated in the service standards established by the Division of Aging.
- 21. <u>Equal Opportunity and Affirmative Action</u>: In carrying out this contract, Contractor shall deny none of the benefits or services of the program to any eligible recipient on the grounds of age, sex, religion, race, color, handicap, or national origin.

The Contractor also agrees not to discriminate against any employee or applicant for employment because of age, race, color, religion, sex, handicap or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their age, race, color, religion, sex, handicap, or national origin. Such action shall include, but not be limited to: employment or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The Contractor shall, in all solicitations or advertisements for employees placed by, or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, handicap, or national origin.

It is further agreed by the Parties that the Contractor shall take affirmative action to solicit subcontractors with or purchases from minority business enterprises as defined in the Public Works Employment Act of 1977, 42 U.S.C. 6705 (f) (2),

- where such subcontracting or purchasing, if any, is or may be undertaken under the terms of this Agreement,
- 22. Confidentiality: Any reports, recipient information, data, or other materials given to, or prepared or assembled by the Contractor under this Agreement which AC requests to be kept confidential, shall not be made available to any individual or organization by the Contractor without prior written approval of AC.
- 23. <u>Identification of Documents</u>: All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within AC, shall carry the following statement on the front cover, or a title page containing the name of AC.
  - THE PREPARATION OF THIS (Report, Document, Etc.) WAS FINANCED IN PART THROUGH A FEDERAL GRANT BY THE NORTH CAROLINA DEPARTMENT OF HUMAN RESOURCES, DIVISION OF AGING, UNDER THE PROVISIONS OF TITLE III, OLDER AMERICANS ACT OF 1965, AS AMENDED.
- 24. <u>Licenses and Permits</u>: Contractor shall maintain all required licenses, permits, bonds, and insurance required for carrying out the services in Appendix A. the Contractor shall notify the AC immediately if any required licenses or other permits are canceled, suspended, or otherwise ineffective. Failure to maintain proper licenses permits, bonds and insurance shall be a basis for AC disallowing all or part of payments under this contract or for termination of this agreement for cause.
- 25. Insurance: Notwithstanding any other insurance requirements, Contractor shall, within ten (10) days of the effective date of this Agreement, provide AC with a certificate of insurance for public liability insurance in the minimum amount of One Hundred Thousand/Three Hundred Thousand Dollars (\$100,000/\$300,000). If Contractor uses a vehicle in fulfilling its duties under this Agreement, Contractor shall also provide evidence of automobile insurance in the minimum amount of Twenty-Five Thousand/Fifty Thousand Dollars (\$25,000/\$50,000 liability insurance and Fifty Thousand Dollars (\$50,000) property insurance. Failure to provide evidence of insurance shall be deemed an automatic violation of this Agreement and could therefore lead to termination of the Agreement by AC. The Contractor shall hold AC harmless for any damages to the person or property of any individual or organization as the result of the execution of the scope of service to be performed under this Agreement.
- 26. Conflict of Interest: The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that, in the performance of this Agreement, no person having any such interest shall be employed.

- 27. Interest of Members of AC and Others: No officer, member, or employee of AC and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of this project, shall participate in any decision relating to this Agreement which affects his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- 28. Officials not to Benefit: No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom.
- 29. Assignability: The Contract shall not assign, sublet, or transfer all or any portion of its interest in this Agreement without the prior written approval of the Agency's Executive Director or his authorized agent.
- 30. <u>Resources Development</u>: The Contractor shall investigate other agencies and resources providing services to the elderly and shall coordinate its own services to minimize overlap and duplication,
- 31. <u>Disaster Assistance</u>: In the event that elderly individuals are endangered by the occurrence of a tornado, fire, flood, severe temperature extremes, or other disaster-related situation, the Contractor shall cooperate with requests for assistance from AC on behalf of the elderly individuals.
- 32. <u>Attendance at AC Meetings</u>: The Contractor, upon request of AC, shall attend any committee or special meeting relating to the project, or staff development training.
- 33. <u>Participant Input</u>: The Contractor shall, with the assistance of AC, develop a procedure for providing elderly service recipients with an opportunity to assess and evaluate the program. This assessment shall be performed on a regular basis.
- 34. Applicable Laws, Rules, and Regulations: This contract shall be deemed to have been executed and performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State. In addition, Contractor shall be governed by all applicable Federal, State, and Local rules, regulations and policies.
- 35. Special Conditions:

#### Appendix A-CONGREGATE NUTRITION

#### Service Definition:

The provision of a meal in a group setting,

#### Unit of Service:

One hour -four hours daily.

#### Service Objective:

To promote the health and well being of older people through the provision of nutritions meals and opportunities for social and recreational services and access to other services.

#### Service Activities:

Prepare specific congregate meal site(s) at least 5 days per week for dining,

- Set up tables, chairs, place settings, and table condiments.
- Clean up after meals, washing non-disposable items and dispose of litter and garbage.
- Welcome participants to site.
- Station staff, both paid and volunteers, to keep attendance records and to encourage donations to program.

#### Food Service:

- Receive meals from cateror or central kitchen, take and record temperatures of all hot and cold food items.
- · Prepare food service line for serving meals.
- Supervise portioning of food onto plate by donated and volunteer staff, take food temperatures again immediately before portioning.
- Provide assistance to participants who have difficulty walking or carrying trays.
- Review and maintain records on food quality and quantity.

#### Coordinate Services:

- Arrange transportation to site for participants.
- · Recruit and train volunteers.
- Provide grocery shopping assistance and/or education at least 2 times per month.
- Provide for nutrition education at least 2 times per month.
- Provide for health and social service information at least once per month.
- Provide an exercise program one time per week.
- Provide activities daily.
- Outreach activities will be conducted to identify and attract health impaired, socially and/or economically need persons in need of nutrition services.

<u>Preferred Target Groups</u>: Persons who are health impaired, and who are in need of mutritional supports or those older persons whose independent living arrangements lack

proper facilities for meal preparation. Those persons who are ambulatory, but lack sufficient health and/or motivation to prepare meals regularly.

#### Locale of Service:

- At an approved public or private community facility with the following characteristics.
- Has been approved by the local health department,
- Has been inspected by the local fire department and meets all local and state fire codes.
- Has been approved in writing by the Area Agency on Aging prior to opening.
- Is in compliance with 504 Regulations.
- Is located near concentrations of preferred target group persons.
- Must have at least 12-14 square feet per person excluding halls, bathrooms, kitchen areas.
- Must be a facility where all eligible persons feel free to visit and will not offend their cultural and ethnic preferences.
- Must have adequate number of tables and chairs appropriate for older adults.
- Must have at least 2 exits which are unlocked during hours of operation.
- Must have adequate parking.
- Must have a safe and appropriate place to mount and dismount from vans or other group transportation vehicles.
- Must be heated during colder months to at least 72° F. while participants are present.
- There must be a "termination of services" policy on file for each participant,

#### Access to Services:

 Participants will be referred to service by self, friend, neighbor, or a community resource.

#### **Delivery Characteristics:**

- Meals shall be served at least 5 days per week at the site.
- There shall be a feedback mechanism to obtain information on menu preference of participants, and other issues at site.
- The approved mean shall be publicized one week in advance at the site and shall be identified as the Nutrition Program for the elderly menu and shall specify serving dates.
- Bach meal shall provide at least 1/3 of the current recommended daily dietary
  allowances Food and Nutrition boards of the National Research Council and shall
  meet the following meal pattern when plated for each participant,
- a) 2 ounces cooked edible portion of meat, fish, fowl, eggs; cooked dry beans or cheese may be used for a maximum of 4 times per month as substitute for one ounce of meat; textured vegetable protein may only be used as specified in the Division of Aging Manual.

- b) Two, one-half cup servings of vegetables, fruits, and full strength fruit/vegetable juices. There must be one cold source of Vitamin C which provides at least 1/3 RDA of Vitamin C daily.
- c) One serving enriched or whole grain bread, biscuits, rolls, muffins, sandwich buns, combread, other hot breads or enriched or whole grain cereals or cereal products such as rice, macaroni, dumplings, paneakes, and waffles.
- d) One teaspoon of butter or fortified margarine in a packaged chip.
- e) One, one-half cup serving of dessert which may be fruit, full strength fruit juice, pudding, gelatin, lee cream, ice milk, sherbet, oake, pie, cookies and similar foods.
- f) One-half pint of fortified whole, skim, or low-fat milk, buttermilk, yogurt, or cheese (3 ozs.).
- g) Fruit or juice used as a dessert may not be counted toward the two servings of vegetables and fruits,
  - Contractor shall tell the participants about agency procedures for service, confidentiality, waiting lists, service priorities, complaint and grievance, and other matters germane to the participants' decision to accept service, and about his opportunity to make a voluntary contribution to the program.
  - Every effort shall be made to make the dining room and meals attractive.
  - A completed calendar of site activities and programs must be posted at the beginning of the month,
  - Emergency plans must be developed for each site for medical emergencies and to evacuate the site in case of fire or explosion.
  - The contractor shall provide adequate staff to operate the program including a paid contract manager and a paid site manager for the site.
  - The site manager may be paid from Title III funds for no more than 4 hours per day and shall be responsible for site operations.
  - Must be able to work well with older adults.
  - Must be able to keep accurate records.
  - Must be able to supervise volunteers.
  - The contractor must develop a plan to recruit, orient, train, and recognize volunteers.
  - Minimum orientation and training shall include:

Contract Manager: Administrative procedures, record keeping systems, reporting, food safety.

Site Managers: Site procedures, orientation and training for specific volunteer activities.

All Staff: First aid, cardio-pulmonary resuscitation, physiology of aging, fire/disaster evacuation, shall attend all training required for specific staff categories provided by the Division of Aging and/or Area Agency on Aging.

- All foods must be stored, prepared, held and served in a manner to preserve optimum flavor and appearance, while retaining nutrients and food value.
- Staff serving food must use hygienic techniques and practices in all handling of the food,
- Food temperatures must be maintained at safe levels (hot 140° +, cold 45°-) throughout all processes from storage through serving.
- Contractor must abide by food safety practices required in 10NCAC Section of .0400.

#### Prohibited Services:

- Cannot provide meals to residents of long-term care facilities, guests, handicapped persons under age 60, adult day care participants and paid staff under age 60 without reimbursement of the full cost of the meal.
- Except on emergency basis, nutrition site(s) may not be closed or combined on a temporary or permanent basis without prior written approval from the Area Agency on Aging.
- May not enter into contracts with profit making organizations without prior written approval from the Area Agency on Aging,

#### Administrative Requirements:

- Adequate records shall be maintained to document program activities and shall include:
- participants' intake record
- participants' attendance records
- meals served records
- · menu served with substitutions, dates, and justification noted
- meal receipt/delivery slips
- program income record
- employment records including affirmative action documentation
- Shall follow general recognized accounting procedures outlined in CRF Part 74 of all funds including participant contributions,
- · All participants' records shall be treated as confidential.
- · File all required reports on time.
- Train staff to make appropriate referrals.

#### Home-Delivered

In administering the Home-Delivered Meals Program, Contractor agrees to appoint or employ a person to do the following duties:

- 1) Recruit, maintain, schedule, and supervise volunteers to deliver meals.
- 2) Order, receive, and check meals received.
- 3) Keep daily records, which will include, but not be limited to:
  - a) Daily Nutrition Service Record
  - b) Required Temperature Reports
  - c) Volunteer Hours Reports
- 4) Receive requests for meals from potential clients.
- 5) Collect all project income per the Consumer Contributions Policy and Procedures.
- 6) Report all legitimate complaints to the Albemarle Commission's Home-Delivered Meals Coordinator.

The Albemarle Commission's Home Delivered Meals Coordinator/Volunteer Administrator will be responsible for:

- a) Supervising in the daily operation of home-delivered meals activities.
- b) Providing whatever assistance and support is necessary to recruit and maintain volunteers, i.e., making presentations to civic or community groups, etc., providing printed material, etc.
- c) Processing all requests for meals, determining eligibility, and making all placements to the program.
- d) Revising and updating delivery routes to reflect additions, deletions, or other changes.



July 21, 2021

Stephanie Jackson, Finance Officer PO Box 190 Camden, NC 27921

CAMDEN

CHOWAN

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DARE

GAIES

HYDE

PASQUOTANK

**PERQUIMANS** 

TYRREU.

WASHINGTON

COLUMBIA

**CRESWELL** 

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ELIZABETH CITY

GATESVILLE

HERTFORD

KILL DEVIL HILLS

KITTY HAWK

MANTEO

NAGS HEAD

PIYMOUTH

ROPER

SOUTHERN SHORES

MMPVIT

Dear Ms. Jackson:

Congress has supported the safety and independence of older adults during the COVID-19 pandemic through emergency funding for home-delivered, congregate, and supplemental nutrition services included in the Consolidated Appropriations Act, 2021, Supplemental Nutrition Funding (Supplemental 5-HDC5). We have received additional funding from the NC Division of Aging and Adult Services, so that we can continue to provide home delivered meals to your county. There is **absolutely no** county match for this award.

Enclosed are two copies of the Provider Services Summary (DAAS-732-COVID) & Consolidated Appropriations Act, 2021, Supplemental Nutrition Funding (Supplemental 5-HDC5) Agreement (DAAS-735-COVID/HDC5) which needs to be completed and signed by the Board Chair. Please have the Chair sign these forms, keeping a copy for the county and return the other copy to me at the address listed below. Should you have any questions, please feel free to contact me at 252-426-8244.

Thank you for your assistance.

Singerely,

lasmine S. Wilson

Aging Program and Contract Specialist

**Enclosures** 

#### July 1, 2021 through September 30, 2022

# Consolidated Appropriations Act, 2021 Supplemental Nutrition Funding (Supplemental 5-HDC5)

#### Agreement for the Provision of Aging Services

This Agreement, entered into as of this 1st day of July, 2021, by and between

County of Camden (hereinafter referred to as the "PROVIDER") and

the **Albemarle Commission Area Agency on Aging**, (hereinafter referred to as the "AREA AGENCY").

Witnesseth That:

WHEREAS, Congress supported the safety and independence of older adults during the COVID-19 pandemic through emergency funding for home-delivered, congregate, and supplemental nutrition services included in the Consolidated Appropriations Act, 2021, Supplemental Nutrition Funding (Supplemental 5-HDC5), and

WHEREAS, funding expended from **Supplemental 5-HDC5** must be used to respond to the coronavirus emergency by providing Older Americans Act services related to the response, and

WHEREAS, funds must be expended on allowable Older Americans Act activities as defined by the Older Americans Act and state and local policy, and

WHEREAS, the AREA AGENCY and the PROVIDER agree to the terms and conditions for provision of aging services in connection with activities financed in part by Older Americans Act grant funds, provided to the Area Agency from the United States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services (DAAS) and state appropriations made available to the AREA AGENCY through the North Carolina Division of Aging and Adult Services, as set forth in (a) this document, (b) related administrative letters on the federal disaster grants issued by the Division of Aging and Adult Services to convey the flexibilities, requirements for allowable expenditures and documentation of service delivery, and other applicable flexibilities and waivers permitted under **Supplemental 5-HDC5**, (c) the Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, (d) the Division of Aging and Adult Services Service Standards, and, (e) the Division of Aging and Adult Services Providers Monitoring Guidelines.

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

- 1. The PROVIDER shall be those specified on the <u>Provider Services Summary</u> (DAAS-732-COVID) for the period stated above as deemed necessary for a prompt and efficient response under the Major Disaster Declaration.
- 2. <u>Availability of Funds</u>. The terms set forth in this Agreement for payment are contingent upon the receipt of **Supplemental 5-HDC5** funding by the AREA AGENCY.

- 3. Grant Administration. The grant administrator for the AREA AGENCY shall be:
  - Laura Alvarico, Albemarle Commission Area Agency on Agency Director.
  - The grant administrator for the PROVIDER shall be: Ken Bowman, County Manager

It is understood and agreed that the grant administrator for the PROVIDER shall represent the PROVIDER in the performance of this Agreement. The PROVIDER shall notify the AREA AGENCY in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the PROVIDER are provided in paragraph seven (7) of this Agreement.

- 4. Services authorized under this agreement or those identified as necessary to provide timely and necessary response to the COVID-19 pandemic, provided they are among those services allowable under Title III-C of the Older Americans Act, as specified on the <u>Provider Services Summary</u> format (DAAS-732-COVID) are to commence no later than July 1, 2021 and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30, 2022.
- 5. Assignability and Contracting. The PROVIDER shall not assign all or any portion of its interest in this Agreement. Any purchase of services with **Supplemental 5-HDC5** funding shall be carried out in accordance with the procurement and contracting policy of the PROVIDER or, where applicable, the AREA AGENCY, which does not conflict with procurement and contracting requirements contained in 45 CFR Part 75, Subpart D-Post Federal Award Requirements, Procurement Standards, except for those services purchased in response to, and during the active period of the Major Disaster Declaration for North Carolina due to the COVID-19 pandemic, as declared by the President of the United States on March 25, 2020, effective January 20, 2020 and continuing. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.
- 6. Compensation and Payments to the PROVIDER. The PROVIDER shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the AREA AGENCY. Total reimbursement to the PROVIDER under this Agreement may not exceed the grand total of applicable COVID-19 funding, as specified on the Provider Services Summary format (DAAS-732-COVID).
  - a. Reimbursement of Service Costs

The PROVIDER must have a method of projecting service costs based on estimated revenues and expenses, in order to receive adequate reimbursement as well as show reasonable and justifiable costs. Reimbursement of service costs will be based on the DAAS-732-A-COVID Service Cost Computation Worksheet and the DAAS 732-A-1-COVID Labor Distribution Form or comparable formats to develop unit and non-unit costs.

b. Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy

NSIP subsidy for congregate and home delivered meals is not allowable under the **Supplemental5-HDC5** funding.

- 7. Collection of Non-Federal Matching Resources. There is no match requirement for services delivered by the PROVIDER through Supplemental 5-HDC5 funding.
- 8. Budget revisions. Unless PROVIDER has been given the capacity to enter data into the Aging Resources Management System (ARMS), the AREA AGENCY is responsible for entering amended service data into the DAAS Management Information System, as specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers. During the active period of the Major Disaster Declaration due to the COVID-19 pandemic, the Administration for Community Living (ACL) has granted flexibility as to the use of certain funds. This PROVIDER may use Supplemental 5-HDC5 funding not only for Title III-C2 home-delivered meals, but also for Title III-C1 congregate nutrition services. If the Major Disaster Declaration ends during the project period, unobligated funding may only be used for home-delivered nutrition. Prior approval is not required for transfers between home-delivered and congregate nutrition budgets while the Major Disaster Declaration is in effect.
- 9. Reallocation of Funds. Any reallocation of **Supplemental 5-HDC5** funding between PROVIDERS shall be effective only for the period of the Agreement. The reallocation of **Supplemental 5-HDC5** funds will not affect the allocation of future funding to the PROVIDER. If during the performance period of the Agreement, the AREA AGENCY determines that a portion of the **Supplemental 5-HDC5** funding will not be expended, the grant administrator for the PROVIDER shall be notified in writing by the AREA AGENCY and given the opportunity to make funds available for reallocation to other PROVIDERS in the Planning and Service Area or elsewhere in the state.

Because this **Supplemental 5-HDC5** funding is meant to provide additional meals to older adults in response to the COVID-19 pandemic, it is understood that PROVIDER is responsible for expenditures that support service delivery during the project period. If applicable, AREA AGENCY should discuss any potential underutilization of funds after 50% of the project period has lapsed. When 75% of the project period has lapsed, the AREA AGENCY is authorized to initiate transfer of unobligated funds identified as unlikely to be utilized to other PROVIDERS and counties.

- Monitoring. This Agreement will be monitored to assure that services are being provided as stated in this agreement and as outlined in administrative letters on the Supplemental 5-HDC5 grants issued by the Division of Aging and Adult Services to convey the requirements for allowable expenditures and documentation of service delivery to eligible older adults.
  - The monitoring of services provided under this Agreement shall be carried out by the AREA AGENCY in accordance with its Assessment Plan and as specified in Sec. 308 of the AAA Policies and Procedures Manual. The PROVIDER will receive a written report of monitoring findings in accordance with procedures established in Section 308.4. Any areas of non-compliance will be addressed in a written corrective action plan with the PROVIDER.
- 11. <u>Disputes and Appeals</u>. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the AREA AGENCY.

In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the PROVIDER.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the grant administrator for the PROVIDER furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the Area Agency. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the grant administrator for the PROVIDER of its appeal procedures and will inform the Area Agency that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

Director North Carolina Division of Aging and Adult Services 693 Palmer Drive 2101 Mail Service Center Raleigh, North Carolina 27699-2101

- 12. <u>Termination for Cause</u>. If through any cause, the PROVIDER shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the PROVIDER has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the AREA AGENCY shall have the right to terminate this Agreement by giving the PROVIDER written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the AREA AGENCY, become its property. The PROVIDER shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
- 13. <u>Audit</u>. The PROVIDER agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services, and Federal Office of Budget and Management (OMB) Uniform Guidance 2 CFR Part 200.

Community service providers, as specified in paragraph one (1), who are

Any PROVIDER that is not a unit of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission is subject to audit and fiscal reporting requirements as stated in NC General Statute 143C-6-22 and 23 and OMB Uniform Guidance CFR 2 Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200, but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable.

Federal funds may not be used to pay for a Single or Yellow Book audit unless it is a federal requirement. State funds will not be used to pay for a Single or Yellow Book audit if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the

state fiscal year. Information on audit and fiscal reporting requirements can be found at <a href="https://www.osbm.nc.gov/stewardship-services/grants/grant-recipients">https://www.osbm.nc.gov/stewardship-services/grants/grant-recipients</a>

The following chart provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200 based upon funding received and expended during the service provider's fiscal year.

Annual Expenditures	Report Required to AAA	Allowable cost for reporting
Less than \$25,000 in state or federal funds	Certification form and State Grants Compliance Reporting <\$25,000 (Item #11, Activities and Accomplishments) does not have to be completed) OR Audited Financial Statements in compliance with GAO/GAS (i.e., Yellow Book).	N.A.
Greater than \$25,000 and less than \$500,000 in state funds or \$750,000 in federal funds.	Certification form and Schedule of Grantee Receipts >\$25,000 and Schedule of Receipts and Expenditures OR Audited Financial Statements in compliance with GAO/GAS (i.e., Yellow Book)	N.A.
<ul> <li>\$500,000+ in state funds but federal pass through in an amount less than \$750,000.</li> </ul>	Audited Financial Statement in compliance with GAO/GAS (i.e., Yellow Book)	May use state funds, but <u>not</u> federal funds.
<ul> <li>\$500,000+ in state funds <u>and</u></li> <li>\$750,000+ in federal pass through funds.</li> </ul>	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e., Single Audit)	May use state and federal funds.
<ul> <li>Less than \$500,000 in state funds and \$750,000+ in federal pass through funds</li> </ul>	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e., Single Audit)	May use federal funds, but <u>not</u> state funds.

14. <u>Audit/Assessment Resolutions and Disallowed Cost.</u> It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the PROVIDER shall promptly repay such funds to the AREA AGENCY once any final appeal is exhausted in accordance with paragraph eleven (11).

The AREA AGENCY can recoup any required payback from the PROVIDER in the event that payback is due to PROVIDER'S failure to meet OMB Uniform Guidance CFR 2 Part 200, 45 CFR Part 1321, or state eligibility requirements as specified in policy.

- 15. <u>Indemnity</u>. The PROVIDER agrees to indemnify and save harmless the AREA AGENCY, its agents, and employees from and against any and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the PROVIDER.
- 16. <u>Equal Employment Opportunity and Americans With Disabilities Act Compliance</u>. The PROVIDER shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
- 17. <u>Data to be Furnished to the PROVIDER</u>. All information which is existing, readily available to the AREA AGENCY without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the PROVIDER shall be furnished to the PROVIDER without charge by the AREA AGENCY. The AREA AGENCY, its agents and employees, shall fully cooperate with the PROVIDER in the performance of the PROVIDER'S duties under this Agreement.
- Rights in Documents, Materials and Data Produced. The PROVIDER agrees that at the discretion of the AREA AGENCY, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the AREA AGENCY upon termination or completion of the work. Both the AREA AGENCY and the PROVIDER shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the PROVIDER.
- 19. <u>Interest of the Governing Board</u>. The Governing Board covenants that neither the Governing Board nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
- 20. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising there from.
- 21. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.
- 22. <u>Prohibition Against Use of Funds to Influence Legislation</u>. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on

- behalf of the PROVIDER to engage in any activity designed to influence legislation or appropriations pending before Congress.
- 23. <u>Confidentiality and Security</u>. Any client information received in connection with the performance of any function of a community service provider or its subcontractors under this Agreement shall be kept confidential. The PROVIDER acknowledges that in receiving, storing, processing, or otherwise handling any confidential information, the agency and any subcontractors will safeguard and not further disclose the information except as provided in this Agreement and accompanying documents.
- 24. Record Retention and Disposition. All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the NC DHHS record retention and disposition schedule (<a href="https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention">https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention</a>). In addition, the NC Department of Natural and Cultural Resources has developed a General Records Schedule for Local Government Agencies as well as individual retention and disposition schedules for local government agencies like county social service agencies and local health departments. Those schedules are posted at <a href="https://archives.ncdcr.gov/government/local">https://archives.ncdcr.gov/government/local</a>.

Retention requirements apply to the community service providers funded under this Agreement to provide Home and Community Care Block Grant services. By funding source and state fiscal year, the NC DHHS record retention schedule lists the earliest date that grant records in any format may be destroyed. The State Archives provides information about destroying confidential data and authorized methods of record destruction (paper and electronic) at <a href="https://archives.ncdcr.gov/government/records-management-tools/faq#how-can-i-destroy-records">https://archives.ncdcr.gov/government/records-management-tools/faq#how-can-i-destroy-records</a>.

The NC DHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all other records supporting the expenditure of a federal grant award. Records legally required for ongoing official proceedings, such as outstanding litigation, claims, audits, or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the NC DHHS record retention and disposition schedule.

In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community service provider will comply with all policies, standards, and best practices published by the Division of Aging and Adult Services regarding the creation and management of electronic records.

25. <u>Applicable Law.</u> This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

In witness whereof, the AREA AGENCY and the PROVIDER have executed this Agreement as of the day first written above.

**PROVIDER** 

	By: Authorized Official & Title
	AREA AGENCY
Attest	By: Mulaul Thin
Area Agency Director	Executive Director, Lead Regional Organization

FINANCE OFFICER, Lead Regional Organization

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Attachment: Senior Nutrition Contract COVID Supplement (3055: Annual Albemarle Commission Senior Nutrition Contract)

Packet Pg. 170



Boundless Opportunities.

# Board of Commissioners AGENDA ITEM SUMMARY SHEET

## Information, Reports & Minutes From Other Agencies

Item Number: 12.A

Meeting Date: August 02, 2021

Submitted By: Tammie Krauss, Register of Deeds

Register of Deeds

Prepared by: Karen Davis

Item Title Register of Deeds Report

**Attachments:** Register of Deeds (PDF)

### Camden County Register of Deeds: Tammie Krauss June 2021 Daily Deposit

DATE	NC C	HILDR	NC I	OOM.	STA	TE	CC	YTNUC	RE	TIREMEN	AU	TO FUND	SI	TATE	RO	D	TOT	AL
	TRU		***************************************	FUND		. STAMPS								REASURY				
								***************************************							-			
06/01/21	\$	-	\$	-	\$	297.92	\$	310.08	\$	5.16	\$	29.98	\$	49.60	\$	259.26	\$	952.0
06/02/21	\$	5.00	\$	30.00	\$	986.86	\$	1,027.14	\$	5.82	\$	33.07	\$	37.20	\$	276.91	\$	2,402.0
06/03/21	\$	-	\$	-	\$	528.22	\$	549.78	\$	9.80	\$	60.39	\$	80.60	\$	502.21	\$	1,731.0
06/04/21	\$	10.00	\$	60.00	\$	543.90	\$	566.10	\$	6.37	\$	31.45	\$	43.40	\$	272.78	\$	1,534.0
06/07/21					\$	352.80	\$	367.20	\$	5.67	\$	34.42	\$	43.40	\$	294.11	\$	1,097.6
06/08/21	\$	-	\$	-	\$	436.10	\$	453.90	\$	7.60	\$	45.24	\$	62.00	\$	391.76	\$	1,396.6
06/09/21	\$	-	\$	-	\$	1,143.17	\$	1,189.83	\$	8.90	\$	52.94	\$	80.60	\$	450.56	\$	2,926.0
06/10/21	\$	-	\$	-	\$	551.74	\$	574.26	\$	6.40	\$	38.64	\$	49.60	\$	332.36	\$	1,553.0
06/11/21					\$	839.86	\$	874.14	\$	6.87	\$	42.76	\$	49.60	\$	358.77	\$	2,172.0
06/14/21									\$	2.31	\$	13.84	\$	18.60	\$	119.25	\$	154.0
06/15/21			***************************************		\$	475.79	\$	495.21	\$	6.75	\$	40.70	\$	62.00	\$	340.55	\$	1,421.0
06/16/21					\$	2,092.79	\$	2,178.21	\$	14.45	\$	86.36	\$	136.40	\$	725.79	\$	5,234.0
06/17/21					\$	38.71	\$	40.29	\$	3.51	\$	20.63	\$	24.80	\$	185.06	\$	313.0
06/18/21	\$	5.00	\$	30.00	\$	686.00	\$	714.00	\$	6.30	\$	34.97	\$	49.60	\$	294.13	\$	1,820.0
06/21/21	\$	5.00	\$	30.00	\$	668.36	\$	695.64	\$	5.18	\$	28.95	\$	31.00	\$	244.87	\$	1,709.0
06/22/21					\$	464.52	\$	483.48	\$	4.71	\$	27.01	\$	49.60	\$	232.68	\$	1,262.0
06/23/21					\$	708.54	\$	737.46	\$	4.44	\$	26.36	\$	43.40	\$	221.80	\$	1,742.0
06/24/21	***************************************				\$	303.80	\$	316.20	\$	8.08	\$	49.98	\$	62.00	\$	418.94	\$	1,159.0
06/25/21					\$	480.69	\$	500.31	\$	3.33	\$	19.94	\$	24.80	\$	173.93	\$	1,203.0
06/28/21	-								\$	2.67	\$	17.35	\$	12.40	\$	145.58	\$	178.0
06/29/21					\$	666.40	\$	693.60	\$	4.84	\$	27.27	\$	55.80	\$	235.09	\$	1,683.0
06/30/21									\$	2.57	\$	16.16	\$	12.40	\$	139.87	\$	171.0
																		0.0
																		0.0
									TWO LOCAL DESIGNATION AND ADDRESS OF THE PARTY OF THE PAR								\$	-
	\$	25.00	\$	150.00	\$	12,266.17	\$	12,766.83	\$	131.73	\$	778.41	\$	1,078.80	\$ (	6,616.26	\$	33,813.2

#### Ledger Report Fee Distribution TAMMIE KRAUSS, REGISTER OF DEEDS Camden, NC

Date Range From Tuesday, June 01, 2021 to Wednesday, June 30, 2021

Name	Amount
NC Children's Trust Fund	\$25.00
NC Domestic Violence Fund	\$150.00
State Revenue Stamp	\$12,266.17
County Revenue Stamp	\$12,766.83
Land Transfer Fee	\$0.00
Floodplain Map Fund	\$0.00
Supplemental Retirement	\$131.73
ROD Automation Fund	\$778.41
Dept Of Cultural Resources	\$0.00
Vital Records Fund	\$0.00
State General Fund	\$0.00
State Treasurer Amount	\$1,078.80
ROD General Fund	\$6,616.26
Total Distribution For Period	\$33,813.20
Cash Total	\$664.60
Check Total	\$32,677.60
Pay Account Total	\$471.00
ACH Total	\$0.00
Escrow Account Total	\$0.00
Overpayment Total	\$0.00
Total Deposit For Period	\$33,813.20

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Boundless Opportunities.

# Board of Commissioners AGENDA ITEM SUMMARY SHEET

## Information, Reports & Minutes From Other Agencies

Item Number: 12.B

Meeting Date: August 02, 2021

**Submitted By:** Kim Perry,

Library

Prepared by: Kim Perry

Item Title Library Report 6/2021

Attachments: 21-06 (DOCX)

# **Camden County Public Library**

## June 2021 Statistics

Visitor Count	1,166
Materials Check Outs & Renewals	3,357
Computer/ Wireless Use	137/240
Questions Answered	312
Children's Programs/Attendance	5/226
Adult Programs/Attendance	1/7
Outreach Programs/Attendance	0/0
Meeting Room Usage/Attendance	7/60
Days/Hours Open	24/192
# Items in Collection	19,709
Library Card Holders	2,742
Curbside Pickups	4

# Comparison by Year 2019-2021

